

**EXHIBIT TO RIGHT OF WAY AGREEMENT BETWEEN PANOLA COUNTY
AIRPORT, SHARPE FIELD AND MARKWEST ENERGY EAST TEXAS GAS
COMPANY, L.L.C**

**NOT WITHSTANDING any of the printed or other portions of the attached Right
of Way Agreement, the parties specifically further agree as follows:**

1. The Right of Way shall be binding upon and inure to the benefit of both parties hereto and their respective successors and assigns. In the event the Right of Way is assigned to a third party the assigning party shall provide written notice within 90 days to the other party of such assignment. Either party shall have the right to assign this Right of Way in whole or in part to any of its affiliates.

Accepted this 5th day of March, 2019.

GRANTOR:

Lee Ann Jones

GRANTEE:

By: [Signature]


For MARKWEST ENERGY EAST TEXAS GAS COMPANY, L.L.C.

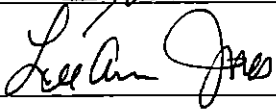
PANOLA COUNTY ADDENDUM TO PIPELINE EASEMENT

- 1) Grantee agrees that it will not build any additional roads across the property to obtain access to the right of way other than within the Permanent Easement herein granted. Grantee agrees to close all gates and gaps upon entering and exiting the property, and will daily clear the area of any litter or trash found on the property. Grantee will not hunt on the property or carry firearms on the property. Grantee shall not use or trespass off the easement.
- 2) Grantor reserves the right to the full use and enjoyment of the property including the right to use the right of way for airplanes, vehicles, automobiles, trucks, tractors, and other heavy equipment and to use the easement to stockpile material and equipment. Grantor shall have full access to its property at all times during construction and thereafter over and across the easement.
- 3) Grantee will install proper bracing and gate or gates, with bracing consisting of metal pipes (same or similar pipe as currently built) installed a minimum of three-feet (3') below surface with cement to stabilize said posts, for crossing of all fences, leaving said gates and bracing after construction. All barbwire cut for crossing fences will be replaced with a minimum of four-barbed heavy gage barbwire. If there are gates or roadways which now exist along the pipeline route Grantor grants to Grantee permissions to use such existing gates and roadways in the existing gates and roadways in the exercise of all rights conferred herein, all damages and/or repairs to the facilities to be promptly paid. No wire will be cut nor unloosened unless Grantor or his representative is present and proper bracing has been installed. All gates and gaps are to be locked at night.
- 4) Grantee agrees it has a continuing duty to restore and repair the surface of the pipeline right-of-way including sink holes, water drainage, and erosion. Grantee shall restore, insofar as practical, the surface of the Permanent Easement, temporary work space, and temporary access easement to the same condition after construction as existed prior to construction, so there shall not be any permanent ridges, trenches, ditches, holes, mounds, or sinks. Grantee agrees to restore the Permanent Easement in such a manner that proper drainage will be utilized to prevent any impoundment of water. No stumps nor timber shall be buried on the property. Any burning shall be done only with the consent of the Grantor and upon proper terms and conditions. The pipeline easement and working space shall be seeded and fertilized, and water bars and other erosion controls will be installed to prevent erosion.
- 5) The easement shall only be used for two of Grantee's pipelines, and no other entity's use is allowed under the terms of this agreement.
- 6) Grantee agrees to notify Grantor of any leaks in the pipeline within twenty-four (24) hours.
- 7) The contractor shall schedule a conference and meet with the Grantor's representative at least two (2) working days prior to entry
- 8) Grantee will remove the top soil to the side of the temporary work space and upon completion of construction Grantee will spread top soil back over the right-of-way. No area will be left without a minimum of 8" of top soil. The right-of-way area is to be level without holes and ruts and all construction debris is to be removed.
- 9) Grantee shall not hunt, fish, carry firearms or have dogs on the right-of-way.
- 10) No above ground facilities or appurtenances are permitted on easement, with the exception of pipeline markers.
- 11) The Grantees acquires no water or mineral rights, and this easement is subject to all right-of-ways and oil, gas, and mineral leases
- 12) This instrument does not include any damages which may occur off the easement.
- 13) Speed limit shall be 5 miles per hour on Grantor's property.
- 14) Grantee shall not use any pipeline in the right-of-way for the transportation of any substance other than hydrocarbon products.
- 15) This Agreement does not provide any access for Grantee to use Grantor's roads or area off the easement or off the temporary work space.
- 16) Grantee should give the Airport Manager prior notice of any need to access the property.
- 17) This is a non-exclusive easement, and Grantor may permit or grant additional easements within the easement area herein subject to statutory safety regulations.
- 18) In the event Grantee does not flow or move hydrocarbon products through the lines for a period of eighteen (18) months, then this easement is automatically abandoned without further action, and Grantee shall be obligated to furnish a release of the easement.

THIS ADDENDUM AND ITS PROVISIONS SHALL GOVERN IN THE EVENT OF ANY CONFLICT WITH THE RIGHT OF WAY AGREEMENT.

DATE 3-5-19

GRANTEE 

GRANTOR 

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

RIGHT OF WAY AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF PANOLA §

PROJECT NAME
Panola County, Texas
AFE: ETEX 10025
Tract: TR 26A, 26B & 26C

For and in consideration of Ten Dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned landowner (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to MARKWEST ENERGY EAST TEXAS GAS COMPANY, L. L. C., located at 1515 Arapahoe Street, Tower 1, Suite 1600, Denver, Colorado 80202-2126, its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement along a route, the location of which has been agreed to by the parties herein (the location of the pipeline, as constructed, to evidence such agreed route), to construct, maintain, operate, repair, alter, replace and remove two (2) pipelines, communication line(s) and appurtenant facilities which include above and below ground valves, communication equipment, meters, wireleads, cathodic protection equipment and markers, across, under and upon the following described lands of GRANTOR in the County of Panola, State of Texas, To wit:

DESCRIPTION OF PROPERTY SITUATED IN PANOLA COUNTY, STATE OF TEXAS, being a mutually agreed to location and route over, under and across, those certain tracts or parcels of land situated in the BEN R WALLACE SURVEY, A-711, PANOLA COUNTY, TEXAS and described in a Deed from JOE G. ALLISON and SAM L. ALLISON to PANOLA COUNTY, being a called 24.038 acre tract and recorded in Volume 862, Page 465, of the Official Public Records of Panola County, Texas. SEE ATTACHED EXHIBITS.

DESCRIPTION OF PROPERTY SITUATED IN PANOLA COUNTY, STATE OF TEXAS, being a mutually agreed to location and route over, under and across, those certain tracts or parcels of land situated in the BEN R WALLACE SURVEY, A-711, PANOLA COUNTY, TEXAS and described in a Deed from C.E. MOORE, JR. and wife, IDA ROSE MOORE to PANOLA COUNTY, being a called 41.73 acre tract and recorded in Volume 608, Page 703, of the Official Public Records of Panola County, Texas. SEE ATTACHED EXHIBITS.

DESCRIPTION OF PROPERTY SITUATED IN PANOLA COUNTY, STATE OF TEXAS, being a mutually agreed to location and route over, under and across, those certain tracts or parcels of land situated in the H.M. HENDRICKS SURVEY, A-807, PANOLA COUNTY, TEXAS and described in a Deed from RODNEY SHARPE and wife, SANDRA to PANOLA COUNTY, being a called 4.862 acre tract and recorded in Volume 854, Page 150, of the Official Public Records of Panola County, Texas. SEE ATTACHED EXHIBITS.

During construction of the pipeline, such easement shall be seventy-five feet (75') in width and in addition, GRANTEE shall have the right to use an additional work space necessary along the easement in the area of the crossing of roads, railroads, streams, terraces and uneven terrain. At all other times such easement shall be fifty feet (50') in width. GRANTEE shall have the right to install gates along GRANTEE'S easement to provide unimpeded access.

The GRANTEE shall have all the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, without limitation, the free right of ingress and egress over and across said lands to and from said right-of-way and easement, the right to use existing roads over and across said lands, and the right from time to time to cut all trees and undergrowth and remove other obstructions that may injure, endanger or interfere with the pipeline and use of the right-of-way. GRANTOR shall not place any obstruction within the right-of-way, which could interfere with the normal operation and maintenance of the pipeline. The GRANTEE shall have the right to assign this grant in whole or in part, and upon such assignment and to the extent thereof, GRANTEE shall not be responsible to the GRANTOR for any obligation, which might thereafter arise.

The GRANTEE agrees to bury all pipe a minimum of 36" in depth and to pay for any physical damage to growing crops, livestock, timber, fences, or other structural improvements located outside the above-described right-of-way and easement which are caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipeline and appurtenant facilities. Furthermore, GRANTEE shall compensate GRANTOR for damages to growing crops, livestock and fences which may be occasioned upon said right-of-way during the maintenance of said pipeline after construction is completed. The said GRANTOR has a right to fully use and enjoy said premises except as same may be necessary for the purposes herein granted to said GRANTEE.

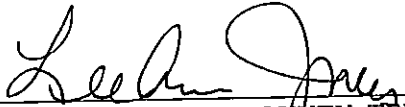
The GRANTEE shall restore GRANTOR'S property to its natural elevation and contour as reasonably possible to prevent erosion. GRANTEE shall have the responsibility to repair future erosion on the right of way that may be caused by the construction and existence of GRANTEE'S pipeline.

The GRANTOR agrees that all considerations for the easement grant and advance damages for the above referred to right-of-way and easement have been received by GRANTOR, except for any damages to livestock of the GRANTOR resulting from the construction of the pipeline and appurtenant facilities contemplated herein.

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance this 5th day of March, 2019.

LANDOWNER'S SIGNATURE AND ADDRESS

PANOLA COUNTY AIRPORT SHARPE FIELD


JUDGE OF PANOLA COUNTY, TEXAS
Address: 1305 HWY 79 N
Carthage, Texas 75633-4450

TENANT CONSENT

The undersigned tenant and/or holders of a surface lease on the above described lands hereby grants his consent and approval to the above described easement, and the full use and exercise thereof, subject to the condition that any and all damages sustained to his crops and other property on said premises, as a result of the exercise of said rights under said consent, shall be paid to him.

EXECUTED this 5th day of march, 2019.

[Signature]

ACKNOWLEDGMENT

STATE OF TEXAS

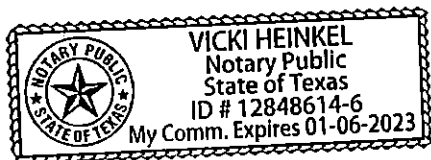
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COUNTY OF PANOLA

§

This instrument was acknowledged before me on the 5th day of march, 2019 by County
Judge of Panola County, Texas.

Seal:



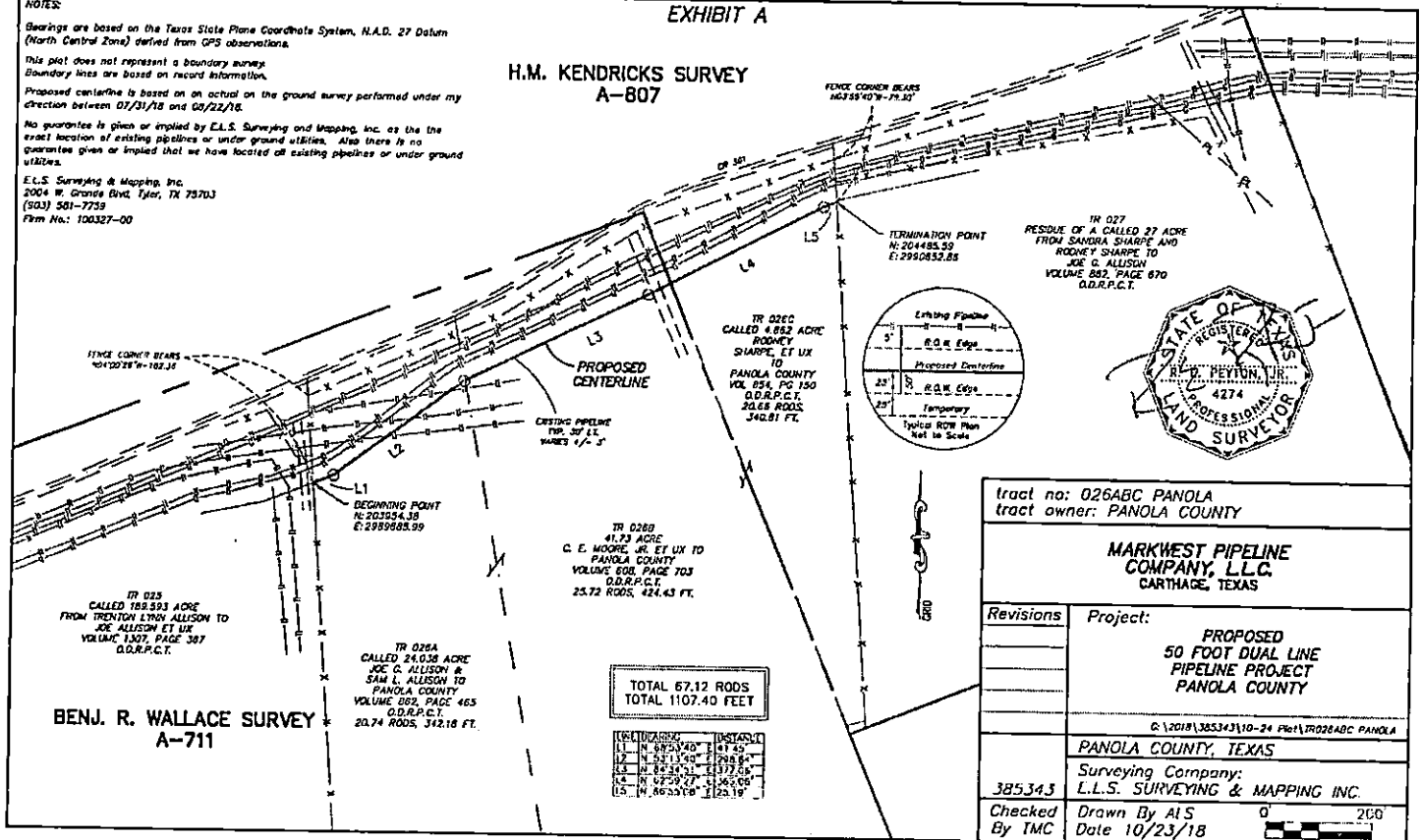
Vicki Heinkel
Notary Public
Printed Name 1-6-2023
My Commission Expires:


Instrument drafted by:
MarkWest Energy East Texas Gas Company, L.L.C.
1515 Arapahoe Street, Suite 1600
Park Central Tower I
Denver, CO 80202

After recording, return to:
MarkWest Energy East Texas Gas Company, L.L.C.
C/O: Paul B. Pinson L.L.C.
325 West Sabine Street, Suite B
Carthage, Texas 75633

H.M. KENDRICKS SURVEY
A-807

E.C.S. Surveying & Mapping, Inc.
2004 W. Grande Blvd, Tyler, TX 75703
(903) 581-7739
Firm No.: 100327-00



Revisions	Project:
	<p>PROPOSED 50 FOOT DUAL LINE PIPELINE PROJECT PANOLA COUNTY</p>
	<p>Q:\2018\385343\10-24 Plot1\T02640C PANOLA</p>
	<p>PANOLA COUNTY, TEXAS</p>
	<p>Surveying Company: L.L.S. SURVEYING & MAPPING INC.</p>
385343	
Checked By TMC	<p>Drawn By AJS Date 10/23/18</p>
	<p>0 26'6"</p> 

MARKWEST EAST TEXAS GAS COMPANY, L.L.C.
PROPOSED 50 FOOT DUAL LINE
JOB NO. 385343
TR026A BC PANOLA
Benj. R. Wallace Survey, A-711
H.M. Kendricks Survey, A-807
Panola County, Texas
October 23, 2018

EXHIBIT "A"

DESCRIPTION FOR A PROPOSED 50' WIDE PERMANENT EASEMENT

Being a proposed 50 foot wide easement as situated over, under and across a called 24.038 acre tract as described in a deed from Joe G. Allison & Sam L. Allison to Panola County as recorded in Volume 862, Page 465 of the Official Deed Records of Panola County, Texas, a called 41.73 acre tract as described in a deed from C.E. Moore, Jr., et ux to Panola County as recorded in Volume 608, Page 703 of said Deed Records, a called 4.862 acre tract as described in a deed from Rodney Sharpe, et ux to Panola County as recorded in Volume 854, Page 150 of said Deed Records, said tracts being situated in the Benj. R. Wallace Survey, A-711 and H.M. Kendricks Survey, A-807 of Panola County, Texas, the centerline of said proposed easement being more particularly described by metes and bounds as follows:

BEGINNING at a point in the west line of said called 24.038 acre tract and the east line of a called 189.593 acre tract as described in a deed from Trenton Lynn Allison to Joe Allison, et ux as recorded in Volume 1307, Page 367 of said Deed Records, from said beginning point a fence corner bears N04°00'26"W a distance of 162.36 feet, said beginning point having a Texas State Plane Coordinate System (NAD 27 - North Central Zone) value of N=203954.38, E=2989685.99;

THENCE N 68°53'40" E a distance of 41.45 feet;

THENCE N 53°13'40" E a distance of 298.64 feet;

THENCE N 64°34'51" E a distance of 377.06 feet;

THENCE N 62°59'27" E a distance of 365.06 feet;

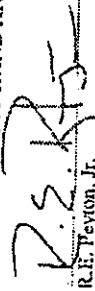
THENCE N 66°55'08" E a distance of 25.19 feet to the termination point of the herein

described centerline at its intersection with the east line of said called 4.862 acre tract, same being the west line of the residue of a called 27 acre tract as described in a deed from Sandra Sharpe and Rodney Sharpe to Joe G. Allison as recorded in Volume 862, Page 670 of said Deed Records, from said point a fence corner bears N03°55'40"W a distance of 79.30 feet, said termination point having a Texas State Plane Coordinate System (NAD 27 - North Central Zone) value of N=204485.59, E=2990652.86 and covering a total of 67.12 rods or 1107.40 feet.

The bearings and distances recited hereon are based on NAD27, Texas North Central Zone. A plat accompanies these field notes.

I, R.E. Peyton, Jr., Registered Professional Land Surveyor, do hereby certify these field notes to be written from an actual on the ground survey made under my direction and supervision.

GIVEN UNDER MY HAND AND SEAL, this the 23rd day of October, 2018.


R.E. Peyton, Jr.
Registered Professional Land Surveyor
State of Texas No. 4274



E.L.S. Surveying & Mapping Inc.
2004 W. Grande Blvd, Tyler, Texas
(903) 581-7759
Firm No. 100327-00

MARKWEST OPERATING CO LLC • TEXAS

3239 SW LOOP
P.O. BOX 310
CARTHAGE, TX 75633

1429

DATE 2-25-19

23-101-1020

PAY

TO THE
ORDER OF

Panola County Airport - Sharpe Field

Sixty thousand four hundred eight & 10/100

\$ 60,408.00

DOLLARS

Security Features
Included
Check on Back

CHASE

JPMorgan Chase Bank, N.A.
www.Chase.com

FOR ETEX 180025

[Signature]

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952123776⑈

MP