



Instrument No.

ME20040008

Grantee: Markwest PNG Utility L.P.

County: <u>Hill + Basque</u>	Waterbody: <u>Brazos River</u>
State Tract No.(s): _____	Control No.(s): <u>01-000687</u>
Description: <u>(1) 18-inch pipeline - gas</u>	
Annual Fee: _____	Total Consideration: <u>\$500.00</u> Term: <u>10 yrs</u>

Effective Date: <u>10-1-03</u>	Expiration Date: <u>9-30-2013</u>
Assignee: _____	Date: _____
Amended Date: _____	
Comments: _____	



CAUTION

Documents in this file have been placed in Table of Contents order and scanned.

Please help keep documents in content order and let the ScanLab know when new documents are added to this file.

Thank you for your assistance.

Archives and Records Staff



CONTENTS OF FILE NO. ME20040008

01.	Letter	8-14-03	27
02.	Ltr + exhibit (copy)	9-9-03	27
03.	Fee w/attach	9-23-03	28
04.	Letter + Exhibit	10-1-03	29
05.	Route sheet	10-2-03	30
06.	Safety ltr	10-14-03	31
07.	Memor	10-14-03	32
08.	Log ltr	10-23-03	33
09.	Post ltr	11-4-03	34
10.	Contract	—	35
11.	Eventl contract ltr	11-7-03	36
12.	Record & data	12-8-03	37
13.	Liability insurance	5/30/13	38
14.	renewal packet	7/23/13	39
15.	Contract	9/19/13	40
16.	recorded data	10/10/13	41
17.	Scanned sm	05/22/2003	42
18.			43
19.			44
20.			45
21.			46
22.			47
23.			48
24.			49
25.			50

A. Frank Klam, C.P.L.
Independent Landman
8309 Cedarbrake
Houston, Texas 77055



General Land Office
Energy Resources
1700 North Congress, Room 600
Austin, TX 78701-1495



A. Frank Klam, C.P.L.

8309 Cedarbrake
Houston, Texas 77055 -4823

Phone 713-461-0968

Fax 713-467-0158

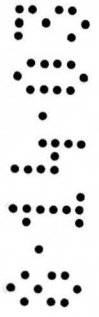
(Fax #2) (713) 965-9156
Call (713) 896-8710 * LTR. from McRANT L.P.

August 11, 2003

att: Glen Rosenbaum

General Land Office
Energy Resources
1700 North Congress, Room 600
Austin, TX 78701-1495

Re: Lake Whitney Pipeline
Hill and Bosque Counties, Texas



Gentlemen:

I am working with PNG Utility Company to organize their ROW files and have been unable to locate a permit or miscellaneous easement allowing the pipeline to cross the Brazos River between Hill and Bosque Counties, Texas. Do you have any record that the General Land Office granted an easement to PNG Utility?

Yours very truly,

A. Frank Klam, C.P.L.

RECEIVED
03 AUG 14 AM 10:42
ENERGY RESOURCES



FACSIMILE

Texas General Land Office • Jerry Patterson • Commissioner

Date: August 15, 2003

To:	A. Frank Klam	From:	Bridget Brundrett
Company:	PNG Utility	Sender's Fax No.:	512-463-5304
Fax No.:	713-965-9156	Sender's Phone No.:	512-475-1461
Phone No.:	713-898-0710	Pages:	17
Re:	ME 20000075		

Notes:

Mr. Klam,

We are currently in the process of assigning the easement to Mirant Texas, L.P. If you need any additional information, please let me know.

**Thanks,
Bridget**

The information in this facsimile is intended only for the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you received this communication in error, please notify us immediately by telephone and return the original message to us at the address below via the U.S. Postal Service.

1700 North Congress Ave. • Austin, Texas 78701-1495
P.O. Box 12873 • Austin, Texas 78711-2873
512-463-5001 • 1-800-998-4GLO

File No. ME2014008

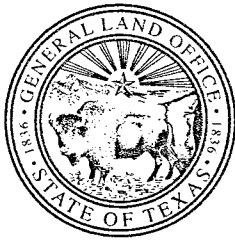
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Date Filed: 12-13-03

Jerry E. Patterson, Commissioner

By L

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

September 9, 2003

Mr. Frank Klam
8309 Cedarbrake
Houston, Texas 77055-4823

RE: - PNG Utility Company, Brazos River crossing
Hill and Bosque Counties, Texas

Dear Mr. Klam:

Enclosed are two applications for right-of-way across state-owned land. The long form application is for your information only. For your convenience, we only require the short form application. If you have any questions or if I may be of assistance, please call me at (512) 475-1461.

Sincerely,

A handwritten signature in black ink, appearing to read "Bridget Brundrett". The signature is fluid and cursive.

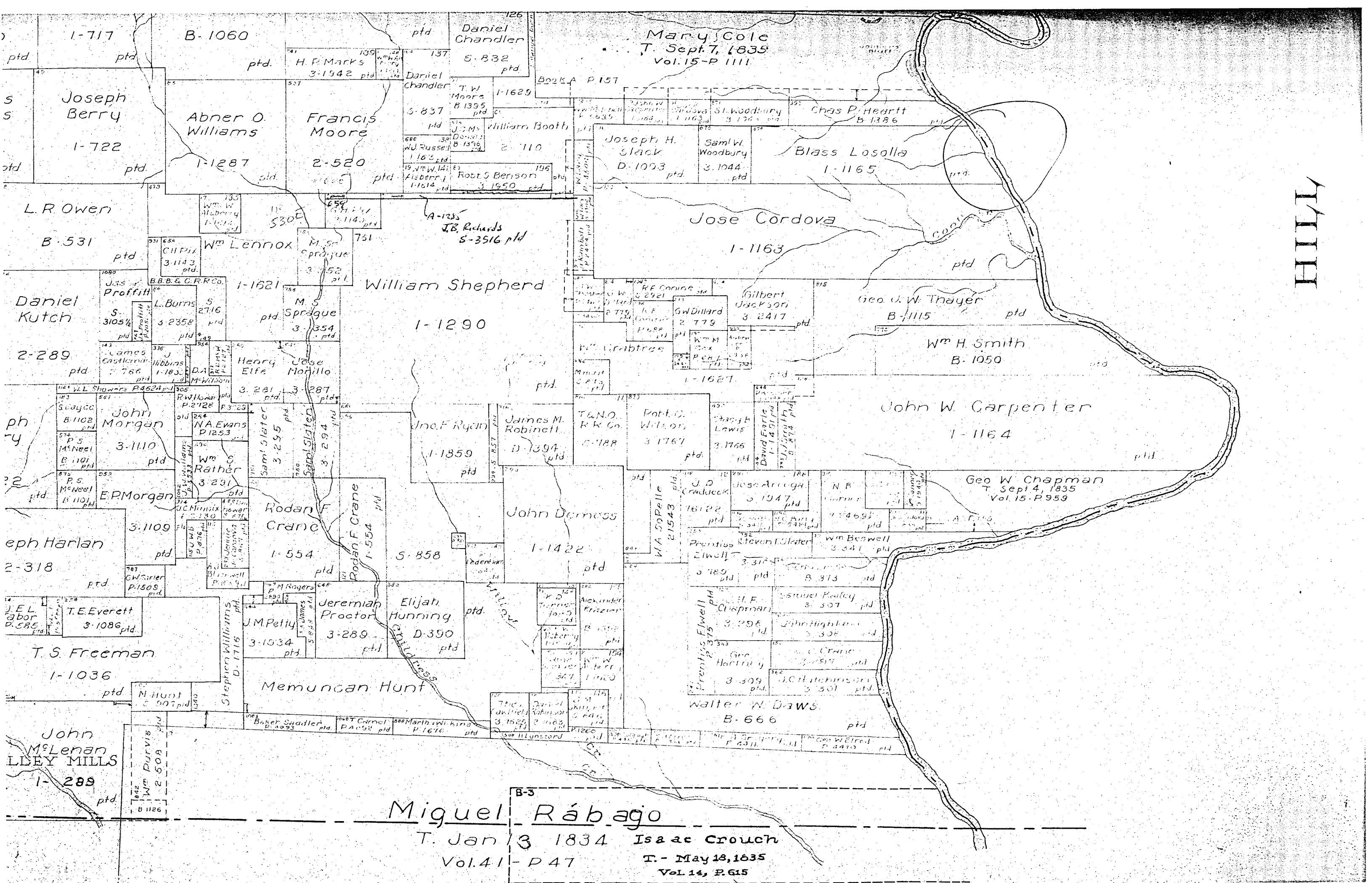
Bridget Brundrett
Surface Lease Administrator

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495

Post Office Box 12873 • Austin, Texas 78711-2873

512-463-5001 • 800-998-4GLO

www.glo.state.tx.us



HILL

Mary Cole
T. Sept 7, 1835
Vol. 15 - P 1111

B-3
Miguel Rábago
T. Jan 3 1834 Isaac Crouch
T. - May 18, 1835
Vol. 41 - P 47
Vol. 14, P 615

1-717
B-1060
ptd.

Joseph Berry
1-722
ptd.

L.R. Owen
B-531
ptd.

Daniel Kutch
2-289
ptd.

John Morgan
3-1110
ptd.

eph Harlan
2-318
ptd.

T.S. Freeman
1-1036
ptd.

John McLenan
1-289
ptd.

Abner O. Williams
1-1287
ptd.

Wm Lennox
3-1143
ptd.

Daniel Kutch
2-289
ptd.

John Morgan
3-1110
ptd.

eph Harlan
2-318
ptd.

T.S. Freeman
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John McLenan
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ptd.

Francis Moore
2-520
ptd.

Wm Lennox
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ptd.

Daniel Kutch
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John Morgan
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eph Harlan
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ptd.

T.S. Freeman
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ptd.

John McLenan
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Daniel Chandler
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ptd.

Wm Lennox
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Daniel Kutch
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John Morgan
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eph Harlan
2-318
ptd.

T.S. Freeman
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John McLenan
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Joseph H. Slack
D-1003
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ptd.

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eph Harlan
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T.S. Freeman
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John McLenan
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ptd.

Sam'l W. Woodbury
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John Morgan
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T.S. Freeman
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Daniel Kutch
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John Morgan
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eph Harlan
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T.S. Freeman
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ptd.

John McLenan
1-289
ptd.

Chas P. Heartt
B-1386
ptd.

Wm Lennox
3-1143
ptd.

Daniel Kutch
2-289
ptd.

John Morgan
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ptd.

eph Harlan
2-318
ptd.

T.S. Freeman
1-1036
ptd.

John McLenan
1-289
ptd.

Geo. U. W. Thayer
B-1115
ptd.

Wm Lennox
3-1143
ptd.

Daniel Kutch
2-289
ptd.

John Morgan
3-1110
ptd.

eph Harlan
2-318
ptd.

T.S. Freeman
1-1036
ptd.

John McLenan
1-289
ptd.

John W. Carpenter
1-1164
ptd.

Wm Lennox
3-1143
ptd.

Daniel Kutch
2-289
ptd.

John McLenan
1-289
ptd.

Geo W Chapman
T. Sept 4, 1835
Vol. 15 - P 959

Walter W. Daws
B-666
ptd.

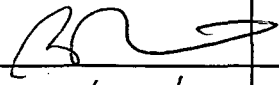
Wm Beswell
3-341
ptd.

2

File No. DF 2004008
Date Filed: 12-13-03
By Jerry E. Patterson, Commissioner

§ REMITTANCE DISTRIBUTION - DO NOT FILE §

Name	Remittance Description					Fiscal Year	Register Number	Amount
	Refer	Type	Mo	Day	Year			
KLAM A FRANK ASSET MGMT (00) (C)	156	C	09	22	2003	2004	003619	50.00

File Number	GLA	Amount	File Number	GLA	Amount
ME040008	3301092	\$ 50.00			
					
		09/23/03			

CASH/MM00002

Attn: Bridgett
Brundett

156
x 50.00

04003619

A. FRANK KLAM, C.P.L.
FIELD ACCOUNT
8309 CEDARBRAKE PH. 713-461-0968
HOUSTON, TX 77055

No. 2309
DATE 9-18-03 50.00
CLEARED FOR \$ 50.00
BY VETS VETS BOARD

Pay to the order of General Land Office
Fifty and 10/100 DOLLARS

WELLS FARGO
Wells Fargo Bank Texas, N.A.
1160 Dairy Ashford
Houston, TX 77079
www.wellsfargo.com

MEMO Row application

A. Frank Klam

MP

© 2003 WELLS FARGO BANK, N.A. ALL RIGHTS RESERVED. SECURITY FEATURES INCLUDED. DETAILS ON BACK.

mm

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A. Frank Klam, C.P.L.

Certified Professional Landman

**8309 Cedarbrake
Houston, Texas 77055**

(713) 461-0968

(713) 467-0158 (Fax)

(713) 898-0710 (Mobile)

email: klamland@aol.com

A. Frank Klam, C.P.L.

**8309 Cedarbrake
Houston, Texas 77055**

Phone 713-461-0968

Fax 713-467-0158

September 18, 2003

General Land Office
1700 North Congress
Austin, TX 78701-1495
Attn: Ms. Bridget Brundrett

Re: Lake Whitney Pipeline
Hill and Bosque Counties, Texas

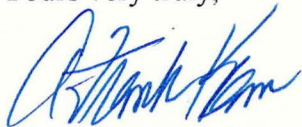
Dear Bridget:

On behalf of Markwest PNG Utility L.P., I am enclosing an application to obtain a pipeline right-of-way covering that portion of their gas pipeline crossing the Brazos River, along with my check in the amount of \$50.00, as the application fee. It appears that when the pipeline was built, the permit received from the Army Corps of Engineers was believed to be all that was needed. After reviewing the files, it was discovered that no one ever contacted the GLO to obtain the necessary right-of-way.

Also included with the application are two copies of the field notes describing the centerline of the pipeline and the Certificate of Filing with the Secretary of State for Markwest PNG Utility L.P. The pipeline was originally constructed by PNG Utility Company. PNG sold its interest to MarkWest Energy in 2003, with the resulting ownership now in Markwest PNG Utility L.P. I have listed the T-4 No. for PNG Utility. It is my understanding that Markwest PNG has applied for a new number, but has yet to receive one from the Texas Railroad Commission.

Please advise if there is anything further that you would need to grant the necessary right-of-way to Markwest PNG Utility. Thank you.

Yours very truly,



A. Frank Klam, C.P.L.



STATE OF TEXAS GENERAL LAND OFFICE

APPLICATION FOR RIGHT-OF-WAY OVER PUBLIC LANDS
(Section 51.291 Texas Natural Resources Code)

Easement No: _____ (to be assigned by GLO)

Please type or print in the blanks below all applicable information.

Date: 9-18-03

I. APPLICANT

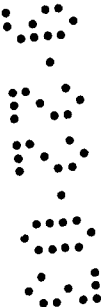
- A. Name: Markwest PNG Utility, L.P.
B. Mailing Address: 5100 Westheimer, Suite 320
C. City: Houston
D. State: Texas
E. Zip Code: 77056-5511
F. Telephone Number: 713-965-9151
G. Fax Number: 713-965-9156
H. Authorized Agent: A. Frank Klam

II. CORPORATE APPLICANTS PROVIDE THE FOLLOWING:

- A. Name of President: John Fox
B. Name of Secretary: Don Heppermann

III. LOCATION OF INTENDED OPERATION:

- A. County(ies): Hill and Bosque
B. Closest City to site: Laguna Park, Texas
C. Legal Description of upland tracts
D. Centerline description of right-of-way: see attached field notes
E. Name of all affected waterways: Brazos River



- F. Name(s) and address(es) of adjacent landowners
Virginia L. Booth
Rt. 2, Box 154, Whitney, TX 76692
Mirant Texas, L.P.
1155 Perimeter Centre West, Atlanta, GA 30338
- G. Is the proposed area unitized? Yes _____ No X

IV. INTENDED USE OF RIGHT-OF-WAY:

- A. Pipeline X Texas Railroad Commission T-4 Number
T-4 No. 05827 (PNG Utility)
- B. Irrigation Canal _____
- C. Transmission Line _____
- D. Other (Specify) _____

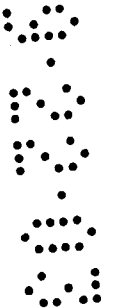
V. DESCRIPTION OF PROJECT:

A. Pipelines

1. Number of pipelines 1
2. Length of easement in rods 18.06
3. Outside diameter in inches 18"
4. Product to be transported gas
5. Direction of product flow West to East
6. Interstate, Intrastate or flow-line Intrastate
7. T-4 Number (existing lines) 05827
8. System Name (existing lines) Lake Whitney

B. Transmission Lines

1. Length of easement in rods _____
2. Type of construction
 - a. Single Pole _____
 - b. H-Frame _____
 - c. Steel Tower _____
 - d. Buried Cable _____, Diameter in inches _____
3. Intended use of line
 - a. Electrical Power _____
 - b. Communication _____
 - c. Other (Specify) _____



C. OTHER ACTIVITIES (Roads, Canals, Other Items)

1. Identification Details: (Brief description of project on state-owned land)

2. Technical Specifications (e.g., width, length, depth, volumes, etc.)

VI. DESCRIPTION OF INSTALLATION AND PROJECT AREA

- A. Proposed completion date of installation pipeline previously installed
- B. Type of equipment _____
- C. Briefly describe method of installation _____

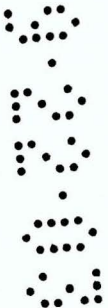
VII. THE FOLLOWING MUST BE RECEIVED BY THE GENERAL LAND OFFICE BEFORE THE APPLICATION MAY BE PROCESSED:

- A. Processing fee of Fifty And No/100 Dollars (\$50.00). (NON-REFUNDABLE)
- B. If a corporation, a certificate of good standing from the Comptroller of Public Accounts. Please provide letter of incorporation or sufficient evidence of partnership or limited liability agreement.
- C. Two copies of any maps, plats or as-built surveys, as requested.

I hereby attest that the foregoing information is true and correct.



Signature of applicant or authorized agent





ARK-LA-TEX SURVEYING CO., INC.

P.O. Box 910 • 315 N. Alamo Blvd. • Marshall, Texas 75671 • 903/938-9939 • FAX 903/938-0601

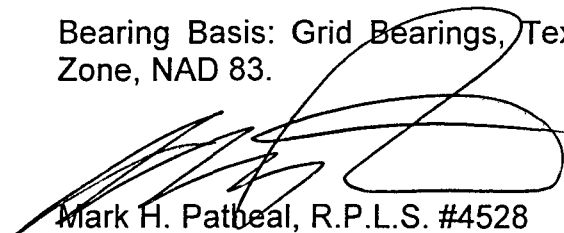
FIELD NOTES TRACT 208 BRAZOS RIVER

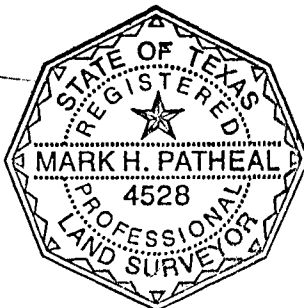
All that certain lot, tract, or parcel of land situated in Hill County, Texas and Bosque County, Texas, being a part of the LEVI JONES SURVEY, A-465 (Hill County), and a part of the ELISHA H. DENNIS SURVEY, A-246 (Bosque County), being a 20 foot wide permanent easement over and across the Brazos River, said easement being more particularly described as follows:

Beginning at a point in a fence on the top of the bank on the Northeast side of the Brazos River, same being on the Southwest line of that certain called 120 acre tract described in deed to Virginia L. Booth, and recorded in Volume 347, Page 259 of the Hill County Deed Records, said point bears South 47°19' East – 988.0 feet from a fence corner post at the occupied Westernmost corner of said called 120 acre tract, and having Texas State Plane Coordinates of N=6634545.8603 E=2324141.0397;

Thence South 40°32' West, crossing said Brazos River, 298.0 feet to a point in a fence on the top of bank on the Southwest side of said Brazos River, same being on the occupied North line of the Southern Energy Incorporated tract for the end of the herein described easement, containing 0.14 acre of land, more or less.

Bearing Basis: Grid Bearings, Texas State Plane Coordinate System, North Central Zone, NAD 83.


Mark H. Patheal, R.P.L.S. #4528



Job# 22065





ARK-LA-TEX SURVEYING Co., Inc.

P.O. Box 910 • 315 N. Alamo Blvd. • Marshall, Texas 75671 • 903/938-9939 • FAX 903/938-0601

FIELD NOTES TRACT 208 BRAZOS RIVER

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Bearing Basis: Grid Bearings, Texas State Plane Coordinate System, North Central Zone, NAD 83.

Mark H. Patheal, R.P.L.S. #4528



Job# 22065



Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Gwyn Shea
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING OF

Markwest PNG Utility L.P.
Filing Number: [REDACTED]

The undersigned, as Secretary of State of Texas, hereby certifies that a certificate of limited partnership for the above named limited partnership has been received in this office and filed as provided by law on the date shown below.

Accordingly, the undersigned, as Secretary of State hereby issues this Certificate evidencing the filing in this office.

Dated: 03/11/2003

Effective: 03/11/2003



A handwritten signature in cursive script that reads "Gwyn Shea".

Gwyn Shea
Secretary of State

PHONE(512) 463-5555
Prepared by: Katy Blaylock

Come visit us on the internet at <http://www.sos.state.tx.us/>
FAX(512) 463-5709

TTY7-1-1



CERTIFICATE OF LIMITED PARTNERSHIP
OF
MARKWEST PNG UTILITY L.P.

FILED
In the Office of the
Secretary of State of Texas

MAR 11 2003

Corporations Section

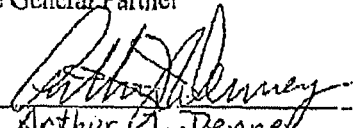
This Certificate of Limited Partnership dated March 10, 2003 has been duly executed and is filed pursuant to Section 2.01 of the Texas Revised Limited Partnership Act (the "Act") to form a limited partnership under the Act.

1. **Name.** The name of the limited partnership is "Markwest PNG Utility L.P."
2. **Registered Office; Registered Agent.** The address of the registered office required to be maintained by Section 1.06 of the Act is 800 Brazos, Suite 1100, Austin, Texas 78701. The name and address of the registered agent for service of process required to be maintained by Section 1.06 of the Act is Capitol Corporate Services, Inc., 800 Brazos, Suite 1100, Austin, Texas 78701.
3. **Principal Office.** The address of the principal office in the United States where records are to be kept or made available under Section 1.07 of the Act is 155 Inverness Drive West, Suite 200, Englewood, Colorado 80112.
4. **General Partner.** The name and address of the sole general partner is Markwest Texas GP, L.L.C., 155 Inverness Drive West, Suite 200, Englewood, Colorado 80112.

EXECUTED on the date written first above.

MARKWEST TEXAS GP, L.L.C.
as sole General Partner

By:


Name: Arthur A. Denney
Title: Sr. Executive Vice President



3

00-99-0

File No. ME2804008

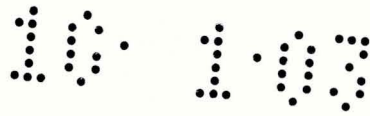
Fee w/attach

Date Filed: 12-13-03

Jerry E. Patterson, Commissioner

By: [Signature]

A. Frank Klam, C.P.L.



**8309 Cedarbrake
Houston, Texas 77055**

Phone 713-461-0968

Fax 713-467-0158

September 29, 2003

General Land Office
1700 North Congress
Austin, TX 78701-1495
Attn: Ms. Bridget Brundrett

Re: Lake Whitney Pipeline
Hill and Bosque Counties, Texas

Dear Bridget:

As requested, enclosed are two copies of the plat showing the pipeline location across the Brazos River. I have also enclosed two copies of the revised "Field Notes" provided by Ark-La-Tex Surveying Co., Inc. Please use these instead of the ones mailed previously to you.

Yours very truly,

A handwritten signature in blue ink, appearing to read "A. Frank Klam".

A. Frank Klam, C.P.L.

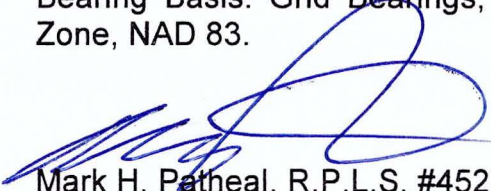
**FIELD NOTES
TRACT 208
BRAZOS RIVER**

Being a 20 foot wide permanent easement crossing the State of Texas owned Brazos River, lying between the ELISHA H. DENNIS SURVEY, A-246, HILL COUNTY, TEXAS and the BLASS LASALLE SURVEY, A-487, BOSQUE COUNTY, TEXAS, said easement being more particularly described as follows:

Beginning at a point in a fence on the top of the bank on the Northeast side of the Brazos River, same being on the Southwest line of that certain called 120 acre tract described in deed to Virginia L. Booth, and recorded in Volume 347, Page 259 of the Hill County Deed Records, said point bears South 47°19' East – 988.0 feet from a fence corner post at the occupied Westernmost corner of said called 120 acre tract, said beginning point having Texas State Plane Coordinates of N=6634545.8603 E=2324141.0397;

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Bearing Basis: Grid Bearings, Texas State Plane Coordinate System, North Central Zone, NAD 83.


Mark H. Patheal, R.P.L.S. #4528



Job# 22065

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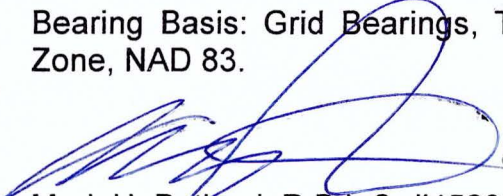
**FIELD NOTES
TRACT 208
BRAZOS RIVER**

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Beginning at a point in a fence on the top of the bank on the Northeast side of the Brazos River, same being on the Southwest line of that certain called 120 acre tract described in deed to Virginia L. Booth, and recorded in Volume 347, Page 259 of the Hill County Deed Records, said point bears South 47°19' East – 988.0 feet from a fence corner post at the occupied Westernmost corner of said called 120 acre tract, said beginning point having Texas State Plane Coordinates of N=6634545.8603 E=2324141.0397;

Thence South 40°32' West, crossing said Brazos River, 298.0 feet to a point in a fence on the top of bank on the Southwest side of said Brazos River, same being on the occupied North line of the Southern Energy Incorporated tract for the end of the herein described easement, containing 0.14 acre of land, more or less.

Bearing Basis: Grid Bearings, Texas State Plane Coordinate System, North Central Zone, NAD 83.

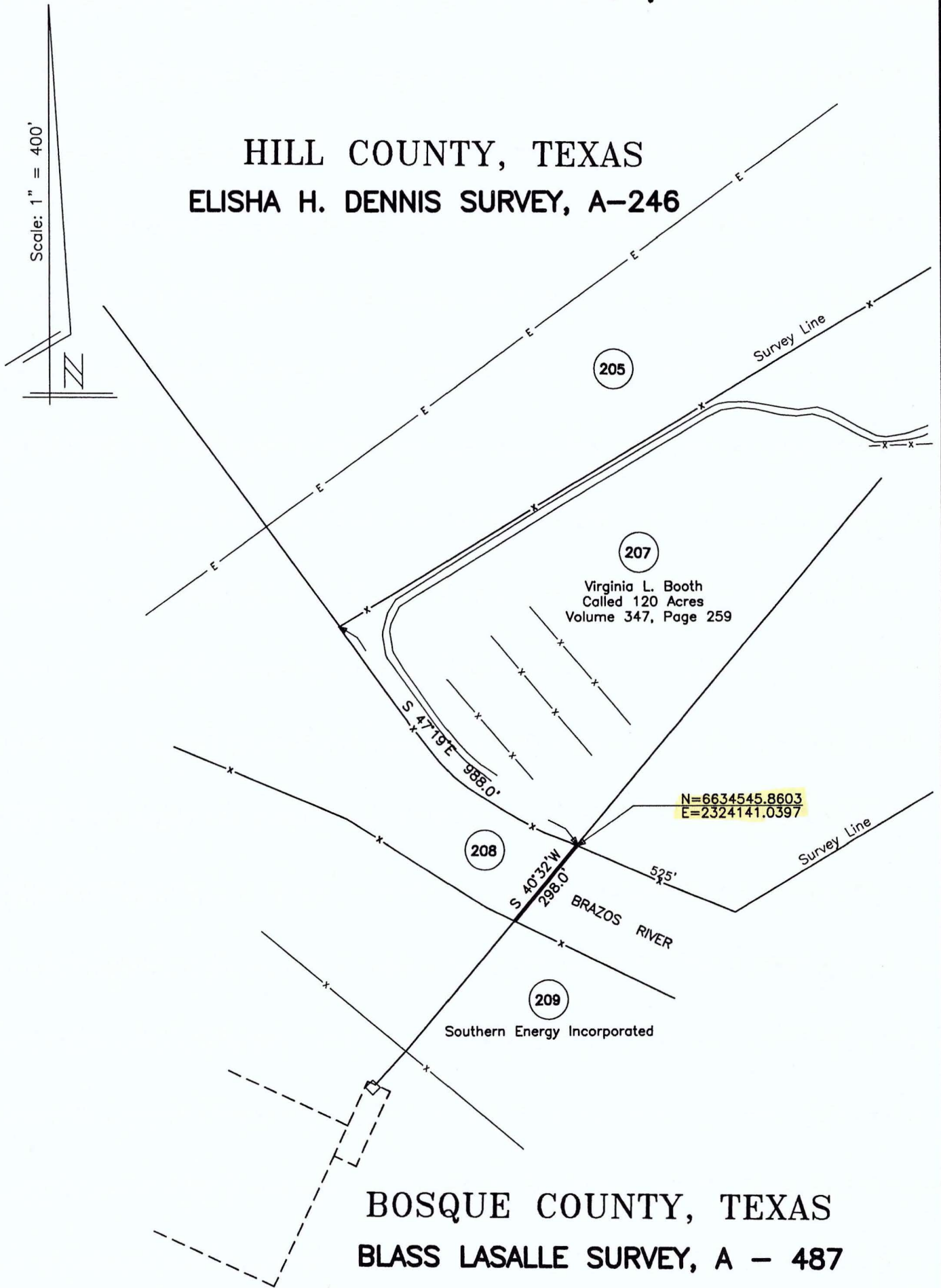

Mark H. Patheal, R.P.L.S. #4528



Job# 22065

HILL COUNTY, TEXAS
ELISHA H. DENNIS SURVEY, A-246

Scale: 1" = 400'



BOSQUE COUNTY, TEXAS
BLASS LASALLE SURVEY, A - 487

LEGEND

- Barbed Wire Fence — X —
- Chain Link Fence — O —
- Wood Fence — □ —
- Telephone Line — T —
- Powerline — E —
- Centerline — — —
- Pipeline — // —

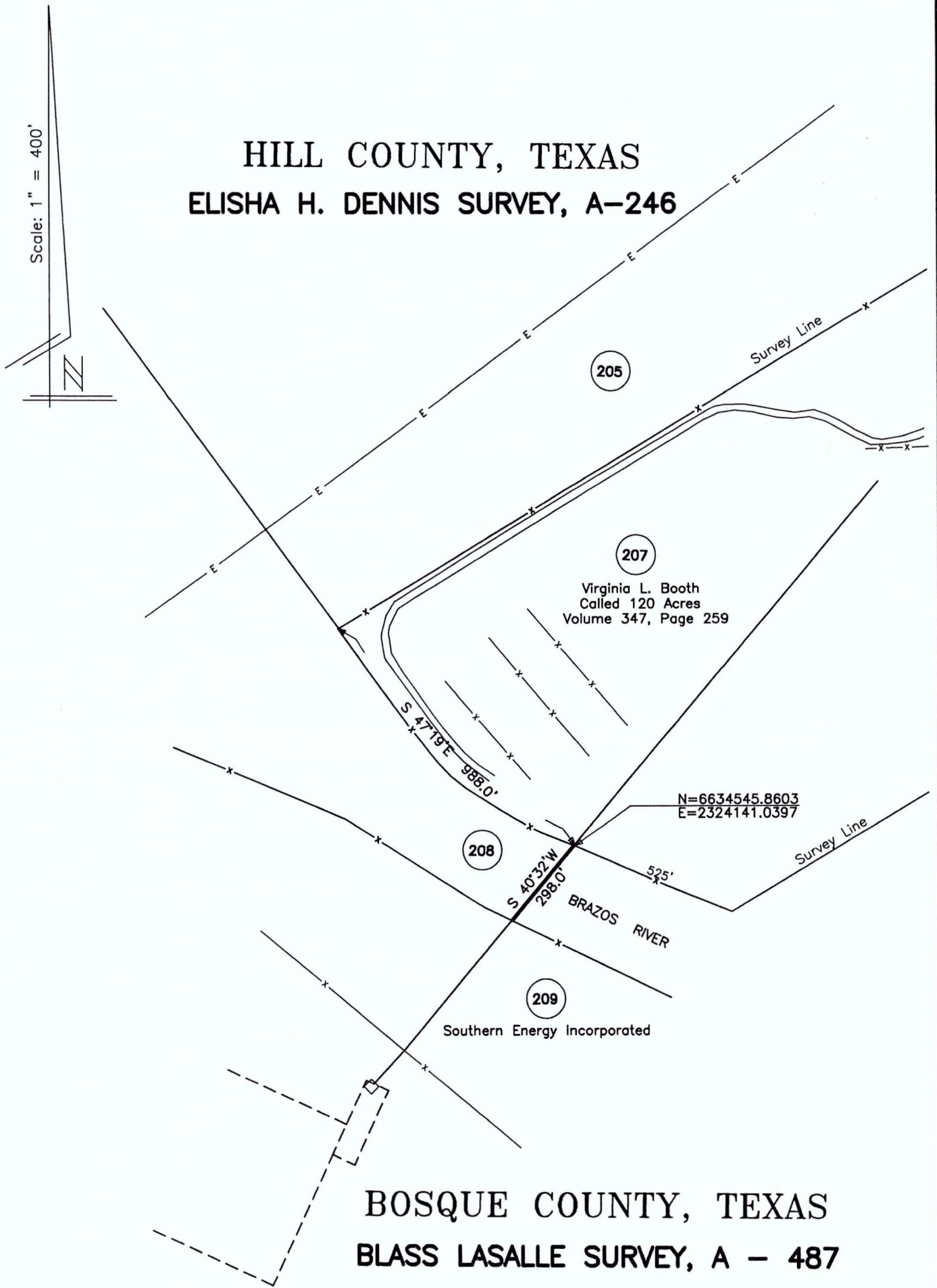
BEARING BASIS: Grid Bearings, Texas State Plane Coordinate System, North Central Zone, NAD 83.



Surveying & Mapping By ARK-LA-TEX SURVEYING CO., INC. 315 N. Alamo Marshall, Texas (903) 938-9939			PREPARED FOR: MARK WEST PINNACLE
Scale: 1" = 400'	Drawn By: GLAW	Job No.: 22065	
Date: 09/25/03	Surveyed By: DWS	File No.: PNG-14B	

HILL COUNTY, TEXAS
ELISHA H. DENNIS SURVEY, A-246

Scale: 1" = 400'

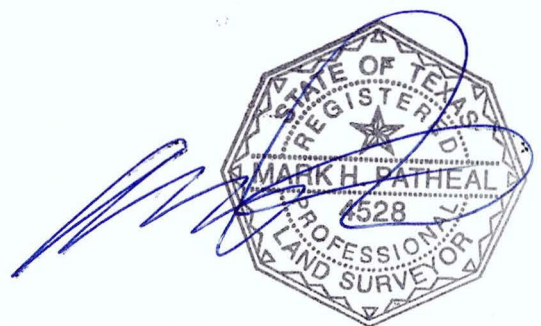


BOSQUE COUNTY, TEXAS
BLASS LASALLE SURVEY, A - 487

LEGEND

- Barbed Wire Fence — X —
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- Pipeline — // —

BEARING BASIS: Grid Bearings, Texas State Plane Coordinate System, North Central Zone, NAD 83.



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Date: 09/25/03	Surveyed By: DWS	File No.: PNG-14B			

4

File No. ME 20640808

Letter & exhibits

Date Filed: 12-13-03

Jerry E. Patterson, Commissioner

By JP

3
4

NEW

UPLANDS DIVISION
CONTRACT REVIEW ROUTING SHEET

Lease Manager: BRIDGET BRUNDRETT (phone no.) 475-1461

File No. ME 20040008

Date Initiated: 10/2/03

Applicant: MARWIS PUG

REVIEWERS:

	Received	Returned	Reviewer's Initials
Survey	10/12/03	10/13/03	by <u>my</u>
Contents	10/14/03	10/14/03	by <u>my</u>
Legal	10/14/03	10/16/03	by <u>CS</u>
Deputy Commissioner	10/20/2003	10/20/2003	by <u>AT</u>
Executive	10/20/03	10/21/03	by <u>la</u>

CONTENTS:

- Archive file: _____
- Field Report: _____
- Contract Red-line: _____
- Contract (2) Originals: _____
- Commissioner's Briefing Memo: _____

Comments: BRASS RIVER, Hill County, Contract # 01-005703
BOSQUE COUNTY, Contract # 01-006687

Needs an AS-BUILT Plat of Beginning & Ending Easement
X,Y coordinates.

my
10-13-03

PRC REQUEST 10/14/03-03

File No. ME 20040008

Rautist

Date Filed: 12-12-03

Jerry E. Patterson, Commissioner

By [Signature]

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

October 14, 2003

Railroad Commission of Texas
Pipeline Safety Division
Attention: Terry Pardo
P.O. Box 12967
Austin, TX 78711

RE: Pipeline Safety Evaluation: ME 20040008

Dear Mr. Pardo:

The General Land Office is in the process of reviewing the referenced easement crossing state-owned land in Bosque/Hill Counties as depicted in the attached exhibit(s). There is one (1) eighteen-inch (18") gas pipeline located across the Brazos River. Part of this review process verifies that a pipeline safety evaluation has been conducted by your agency.

To assist us in this effort, we request that you review your records to determine if the following company is in compliance with all applicable safety regulations.

Mr. Frank Klam
Markwest PNG Utility, L.P.
5100 Westheimer, Suite 320
Houston, Texas 77056-5511
(713) 965-9151

The company's T-4 No.05827, as applicable for this pipeline.

System Name: Lake Whitney, West to East

Last Safety Evaluation No. 03-1061

Is this system in substantial compliance with RRC safety requirements? Yes
No

If no, please attach relevant information or explain below.

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

Verified By:

[Handwritten Signature] *ENGR*

Signature *Title*

TERRY PARDO *10/16/03*

Print Name *Date*

Please sign and return this form to my attention in the Asset Inspection Division. Should you have any questions or need assistance in completing this form, please call me at (512) 475-1461

Sincerely,

Bridget Brundrett
Asset Inspection Division

- F. Name(s) and address(es) of adjacent landowners
Virginia L. Booth
Rt. 2, Box 154, Whitney, TX 76692
Mirant Texas, L.P.
1155 Perimeter Centre West, Atlanta, GA 30338
- G. Is the proposed area unitized? Yes _____ No X

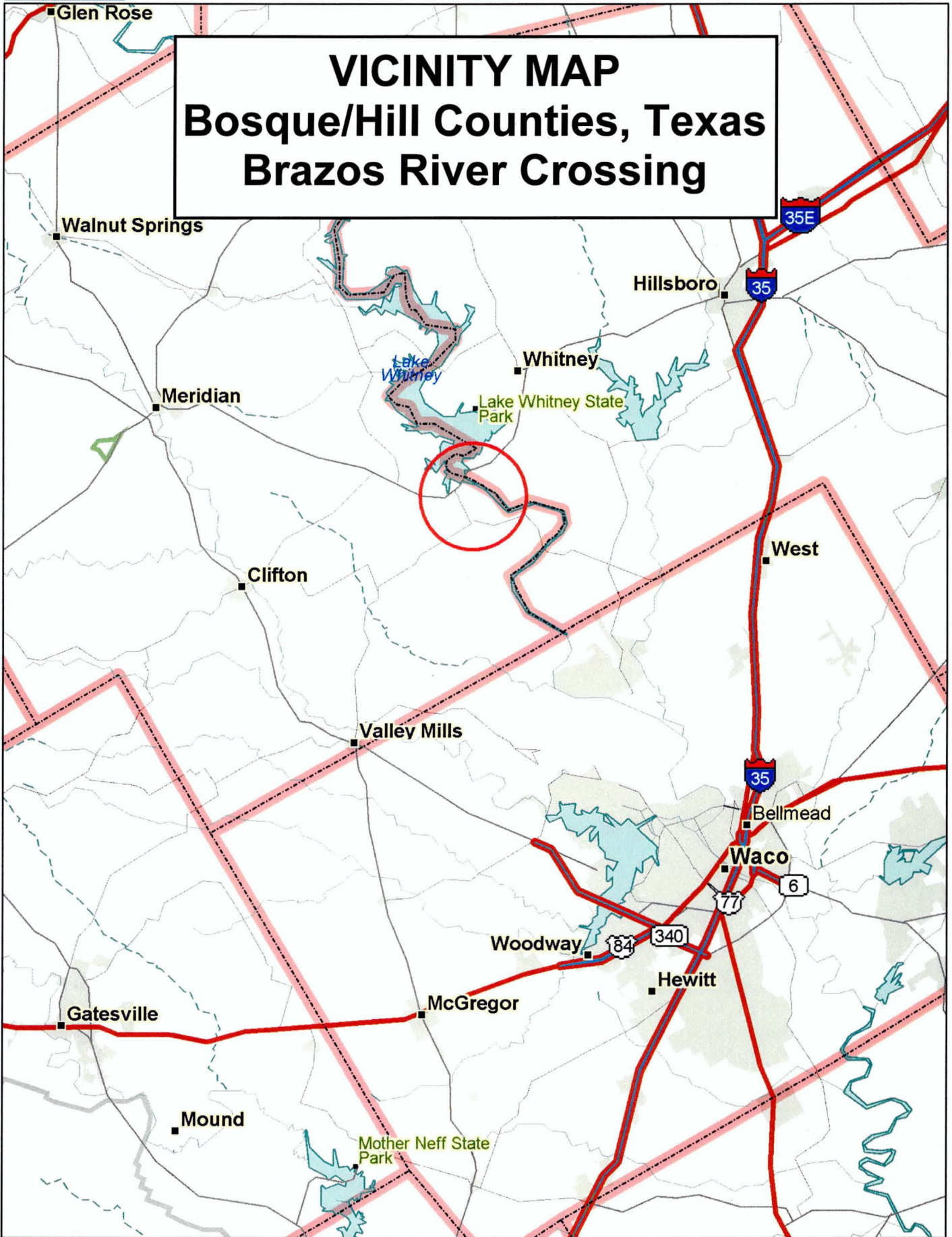
IV. INTENDED USE OF RIGHT-OF-WAY:

- A. Pipeline X Texas Railroad Commission T-4 Number
T-4 No. 05827 (PNG Utility)
- B. Irrigation Canal _____
- C. Transmission Line _____
- D. Other (Specify) _____

V. DESCRIPTION OF PROJECT:

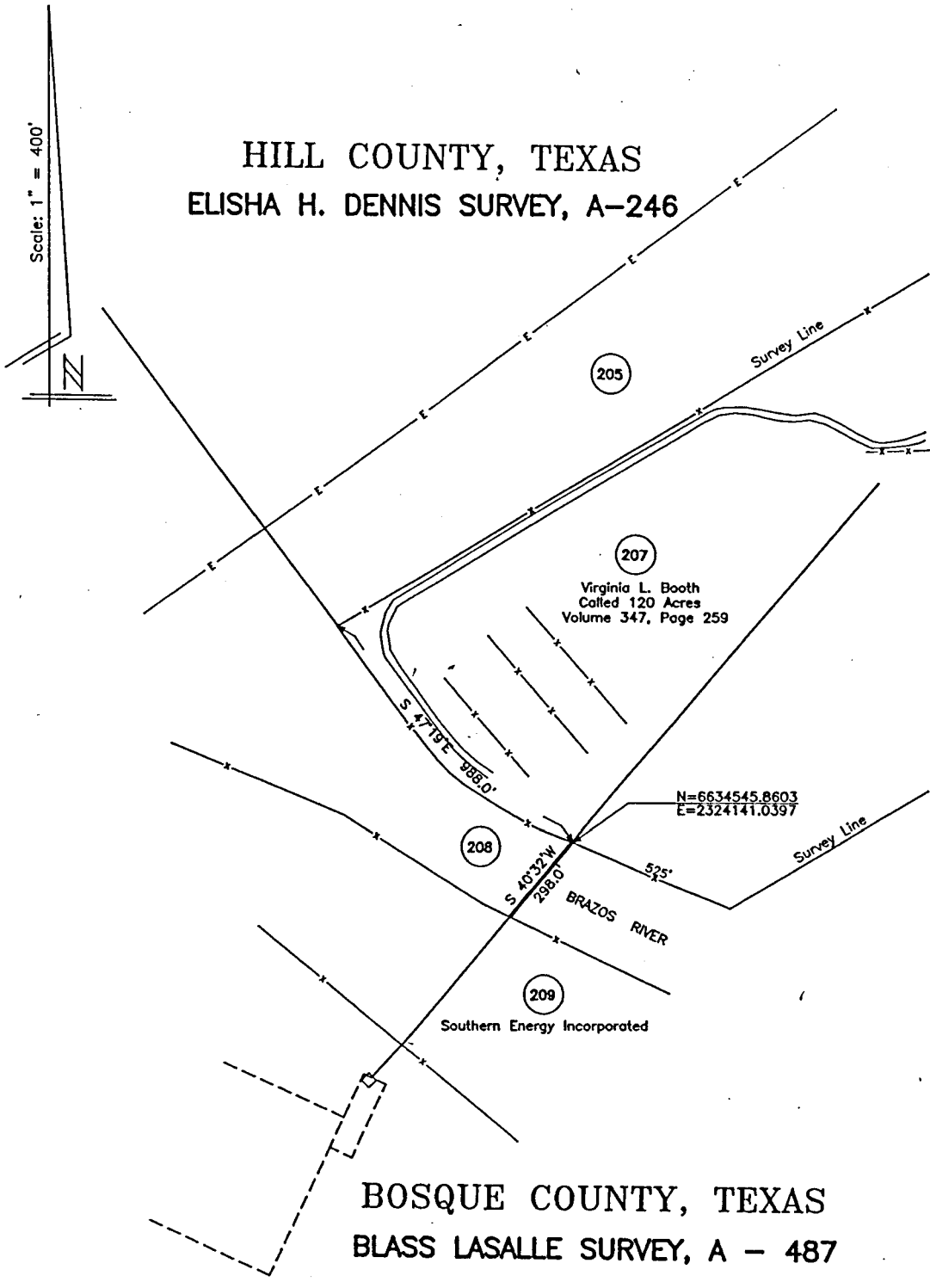
- A. Pipelines
1. Number of pipelines 1
 2. Length of easement in rods 18.06
 3. Outside diameter in inches 18"
 4. Product to be transported gas
 5. Direction of product flow West to East
 6. Interstate, Intrastate or flow-line Intrastate
 7. T-4 Number (existing lines) 05827
 8. System Name (existing lines) Lake Whitney
- B. Transmission Lines
1. Length of easement in rods _____
 2. Type of construction
 - a. Single Pole _____
 - b. H-Frame _____
 - c. Steel Tower _____
 - d. Buried Cable _____, Diameter in inches _____
 3. Intended use of line
 - a. Electrical Power _____
 - b. Communication _____
 - c. Other (Specify) _____

VICINITY MAP Bosque/Hill Counties, Texas Brazos River Crossing



HILL COUNTY, TEXAS
ELISHA H. DENNIS SURVEY, A-246

Scale: 1" = 400'

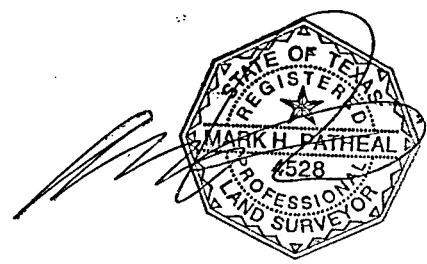


BOSQUE COUNTY, TEXAS
BLASS LASALLE SURVEY, A - 487

LEGEND

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BEARING BASIS: Grid Bearings, Texas State Plane Coordinate System, North Central Zone, NAD 83.



Surveying & Mapping By ARK-LA-TEX SURVEYING CO., INC. 315 N. Alamo — Marshall, Texas (903) 938-9939		PREPARED FOR: MARK WEST PINNACLE
Scale: 1" = 400' Date: 09/25/03	Drawn By: GLAW Surveyed By: DWS	Job No.: 22065 File No.: PNG-14B

**FIELD NOTES
TRACT 208
BRAZOS RIVER**

Being a 20 foot wide permanent easement crossing the State of Texas owned Brazos River, lying between the ELISHA H. DENNIS SURVEY, A-246, HILL COUNTY, TEXAS and the BLASS LASALLE SURVEY, A-487, BOSQUE COUNTY, TEXAS, said easement being more particularly described as follows:

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Bearing Basis: Grid Bearings, Texas State Plane Coordinate System, North Central Zone, NAD 83.


Mark H. Patheal, R.P.L.S. #4528



Job# 22065

File No. ME20040008

Safety Lt

Date Filed: 12-13-03

Jerry E. Patterson, Commissioner

By ly



MEMORANDUM

Texas General Land Office • Jerry Patterson • Commissioner

Date: October 14, 2003
To: Commissioner Patterson
From: Bridget Brundrett
Through: Ned Polk *NSP*
CC: *BT* Rene Truan, Larry L. Laine
Subject: ME 20040008

Attached is a New Miscellaneous Easement to Markwest PNG Utility, L.P. for an existing eighteen-inch (18") gas pipeline across the Brazos River in Bosque/Hill Counties, Texas. This line has never been under easement, and the company is working diligently to bring this line into compliance.

This contract is issued under Chapter 51 et seq. of the Texas Natural Resources Code which authorizes the Commissioner of the General Land Office to issue grants of interest for use of the surface estate of unsold Permanent School Fund Lands under the management authority of the General Land Office. Chapter 51 Leases and Easements do not require approval by the School Land Board.

The project, as described below, is unremarkable and authorization will be consistent with past action by the agency of similar activities. The contract has been reviewed by technical staff and determined to be consistent with existing GLO rules and policies.

Document Number	-	ME20040008
Lessee/Grantee Name	-	Markwest PNG Utility, L.P.
County	-	Bosque/Hill Counties
Size	-	18.06 Rods
Purpose	-	18-inch pipeline for the purpose of transporting gas.
Term	-	10 years
Consideration/Schedule	-	\$500.00 (one-time payment)
Special Condition(s)	-	Grantee is to provide an "as-built" survey within 180 days of contract execution.

Please return to Bridget Brundrett, Asset Inspection Division, Room 735, phone #475-1461



MEMORANDUM

Texas General Land Office • Jerry Patterson • Commissioner

Date: October 14, 2003
To: Legal
From: Bridget Brundrett
Subject: ME 20040008

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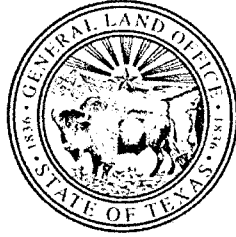
File No. ME 20040008

MM
Date Filed: 12-12-03

Jerry E. Patterson, Commissioner

By ly

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

October 23, 2003

Mr. Frank Klam, C.P.L.
8309 Cedarbrake
Houston, Texas 77055-4823

RE: - Miscellaneous Easement No. 20040008
Bosque/Hill Counties, Texas


Dear Mr. Klam:

Enclosed are two (2) originals for the above referenced Miscellaneous Easement contract. Please review and sign all originals before a notary public and return them to the GLO. Our Surveying Department reviewed the "as-built" plat you submitted and found the surveyor only included the beginning coordinate of the pipeline, not the ending. We require the beginning and ending "X,Y" coordinates. Please have Ark-La-Tex Surveying update their plat, including the ending coordinate.

When the contracts are received and executed by the GLO one original will be returned to you and one retained for our files. Submission of the signed and notarized contracts to the GLO will constitute acceptance of all contract provisions. One of these provisions require the recording of the fully executed Miscellaneous Easement contract in the county deed records of Bosque/Hill Counties, Texas, and providing proof of said recording to this office within a time frame specified in the contract.

If you have any questions or if I may be of assistance, please call me at (512) 475-1461.

Sincerely,


Bridget Brundrett
Surface Lease Administrator

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495

Post Office Box 12873 • Austin, Texas 78711-2873

512-463-5001 • 800-998-4GLO

www.glo.state.tx.us

File No. ME 20040008

Sup. letter


Date Filed: 12-12-03

Jerry E. Patterson, Commissioner

By g

\$ REMITTANCE DISTRIBUTION - DO NOT FILE \$

Name	Remittance Description					Fiscal Year	Register Number	Amount
	Refer	Type	Mo	Day	Year			
MARKWEST PNG UTILIT ASSET MGMT (00) (C)	156	C	11	04	2003	2004	010621	500.00

File Number	GLA	Amount	File Number	GLA	Amount
ME04005B	3340027	\$500.00			
		11/5/03			
					

CASH/MM00002

COMMISSIONER OF THE GENERAL LAND

83855

33

09/30/03

VOUCHER	VENDOR INV #	INV DATE	TOTAL AMOUNT	PRIOR PMTS & DISCOUNTS	NET AMOUNT
09-AP-32	9/30/03	09/30/03	500.00	0.00	500.00
ROW FOR BRAZOS RIVER AT LAKE WHITNEY BETWEEN HILL & BOSQUE COUNTIES					
TOTAL INVOICES PAID					500.00

X 156

Attn: Bridget Brundrett

04010621



A. Frank Klam, C.P.L.

**8309 Cedarbrake
Houston, Texas 77055**

Phone 713-461-0968

Fax 713-467-0158

November 1, 2003

General Land Office
1700 North Congress
Austin, TX 78701-1495
Attn: Ms. Bridget Brundrett

Re: Lake Whitney Pipeline
Hill and Bosque Counties, Texas

Dear Bridget:

Enclosed are two (2) original copies of Miscellaneous Easement No. ME2004008 which have been executed by MarkWest PNG Utility, L.P., together with their check in the amount of \$500.00, as consideration.

Once executed by the Commissioner of the General Land Office, please return one original to me for recording in Bosque and Hill Counties, Texas.

Yours very truly,



A. Frank Klam, C.P.L.



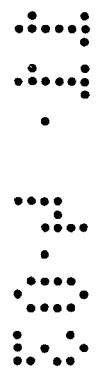
File No. ME 20140008

Part 1 letter

Date Filed: 12-12-03

Jerry E. Patterson, Commissioner

By [Signature]



The State of Texas



Austin, Texas

MISCELLANEOUS EASEMENT (PIPELINES) ME20040008

STATE OF TEXAS §
 §
COUNTIES OF HILL & BOSQUE §

KNOW ALL MEN BY THESE PRESENTS:

This Miscellaneous Easement (the "Agreement"), ME20040008, is granted by virtue of the authority granted in Section 51.291, *et seq.*, TEX. NAT. RES. CODE ANN. (Vernon), 31 TEX. ADMIN. CODE §13.11, *et seq.*, and all other applicable statutes and rules, as the same exist on the date hereof or as they may be amended from time to time.

ARTICLE I. PARTIES

1.01. In consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the STATE OF TEXAS, acting by and through, Jerry E. Patterson, the Commissioner of the General Land Office, (the "Grantor"), hereby grants to Markwest PNG Utility, L.P., whose address is 5100 Westheimer, Suite 320, Houston, Texas 77056-5511, phone number (713) 965-9151, (the "Grantee"), a non-exclusive easement for the purposes identified in Article V.

ARTICLE II. PREMISES

2.01. The easement is located across State-owned land in Hill And Bosque Counties, Texas, described as follows:

Brazos River right-of-way adjacent to the Blass LaSalle Survey, A-478, Bosque County, Texas, GLO Control No. 01-000687, and adjacent to the Elisha H. Dennis Survey, A-246, Hill County, Texas, GLO Control No. 01-000703, and the easement is a right-of-way 18.06 rods long and 20 feet wide, being 10 feet either side of a centerline formed by the improvements (as hereinafter defined), as constructed (the "Premises").

The Premises are further described or depicted on the Vicinity Map attached hereto as Exhibit A, and the Survey Plat attached hereto as Exhibit B, collectively incorporated by reference for descriptive purposes.

2.02. Grantee acknowledges and agrees that when the Improvements (as hereinafter defined) are placed on the Premises, the location of such Improvements within the easement shall thereby become fixed at such location and shall not be changed except by an amendment to this Agreement signed by both parties hereto and subject to any approval by any other governmental agency with jurisdiction over same.

2.03. GRANTEE HAS INSPECTED THE PHYSICAL AND TOPOGRAPHIC CONDITION OF THE PREMISES AND ACCEPTS THE SAME "AS IS", IN ITS EXISTING PHYSICAL AND TOPOGRAPHIC CONDITION. THE GRANTOR DISCLAIMS ANY AND ALL WARRANTIES OF HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PURPOSE, AND

ANY OTHER WARRANTY WHATSOEVER NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. THE GRANTOR AND GRANTEE HEREBY AGREE AND ACKNOWLEDGE THAT THE USE OF THE TERM "GRANT" IN NO WAY IMPLIES THAT THIS EASEMENT IS FREE OF LIENS, ENCUMBRANCES AND/OR PRIOR RIGHTS. NOTICE IS HEREBY GIVEN TO GRANTEE THAT ANY PRIOR GRANT AND/OR ENCUMBRANCE MAY BE OF RECORD, AND GRANTEE TAKES SUBJECT TO ANY SUCH PRIOR GRANT AND/OR ENCUMBRANCE. GRANTEE IS ADVISED TO EXAMINE THE RECORDS IN THE ARCHIVES AND RECORDS DIVISION OF THE GENERAL LAND OFFICE, 1700 NORTH CONGRESS AVENUE, AUSTIN, TEXAS 78701-1495, AND ALL OTHER LAND TITLE RECORDS OF THE COUNTY OR COUNTIES IN WHICH THE PREMISES ARE LOCATED. THE PROVISIONS OF THIS SECTION SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS EASEMENT.

ARTICLE III. TERM

3.01. This Agreement is for a period of ten (10) years, beginning on October 1, 2003, and ending on September 30, 2013, unless renewed, amended, or sooner terminated as authorized by law or as set forth herein.

3.02. Provided that Grantee has complied with all provisions of this Agreement, Grantee shall have the right to extend and renew this Agreement pursuant to 31 TAC §13.17(c) and (d) for an additional term of 10 years on the same terms and conditions provided hereunder, by taking the following actions:

- (i) providing written notice to the Grantor of Grantee's intent to renew the Agreement not less than ninety (90) days prior to expiration of the term of this Agreement; and
- (ii) completing and submit to the Grantor for approval, an application for renewal within thirty (30) days following the notice provided in Section 3.02(i); and
- (iii) paying the applicable renewal fee, pursuant to the rate schedule in effect at the time of renewal; and
- (iv) providing documentation showing the current location of the Improvements. This documentation shall include spatial coordinates sufficient for determining that the pipeline(s) lie within the approved Premises. Such information may be in the form provided to the U.S. Department of Transportation, provided that such documentation includes the current location and spatial coordinates. Notwithstanding the foregoing, and provided that the pipeline has been in place for at least twenty (20) years (an "older pipeline"), Grantee may, in lieu of providing such actual dimensions and spatial coordinates, satisfy the requirements of this subsection (iv) by providing a certified written statement by a Professional Engineer which states that the engineer, despite having employed best efforts to do so, can not ascertain the burial depth and/or location coordinates of such existing pipeline from Grantee's existing records and documentation. Any such certified statement shall also include any documentation in Grantee's possession relating to either the actual dimensions or spatial coordinates of the Improvements. If Grantee, at any time, later discovers or determines the actual burial depth and/or location coordinates of an older pipeline, Grantee agrees to submit such documentation to Grantor. If either Grantor or Grantee determine that an older pipeline is not actually located within the right of way described in this Agreement, both Grantor and Grantee will enter into an amendment to this Agreement to correct the right of way description provided such right of way is located on state-owned land. In any event, Grantee **will indemnify** Grantor pursuant to Section 8.01 of this Agreement even if some or all of the Improvements are not located on state-owned land.

3.03. In the event that Grantee shall fail to comply with the requirements of Section 3.02, Grantee shall be in default hereunder; however, the Easement shall not terminate until Grantor provides notice of such failure and allows a period of thirty (30) days for Grantee to cure such failure and default. Grantee's failure to comply with Section 3.02, even if subsequently cured to Grantor's satisfaction, shall be deemed a forfeiture of any right Grantee may have to renew the Agreement at a reduced fee. Grantor may require (i) the full then-current fee as calculated for a new easement, or, (ii) the applicable renewal fee pursuant to the rate schedule in effect at the time of renewal, plus an administrative penalty as determined by Grantor.

ARTICLE IV. CONSIDERATION AND TAXES

4.01. A. As consideration (Consideration) for the granting, or if applicable, renewal of this easement, Grantee agrees to pay the Grantor (payable to the Commissioner of the General Land Office at Austin, Texas) the sum of Five Hundred And 00/100 Dollars (\$ 500.00), due and payable upon the execution of this Agreement.

B. Past due Consideration and other past due payments shall bear interest from maturity at the rate of ten percent (10%) per annum from the date when due until actually paid, as provided in Section 51.301, TEX. NAT. RES. CODE ANN. (Vernon). Failure of Grantee to make a payment on or before the date the same becomes due shall be deemed an act of default and, at the Grantor's option, cause all payments to become due and payable immediately; provided, however, Grantor shall give Grantee notice of such default and allow a period of thirty (30) days within which to cure the default before exercising such option to accelerate such payments.

4.02. In addition to the above, Grantee shall pay and discharge any and all taxes, general and special assessments, and other charges which during the term of this Agreement may be levied on or assessed against Grantee's interest in the Premises or on the Improvements constructed thereon.

4.03. Grantee agrees to and shall protect and hold the Grantor harmless from liability for any and all such taxes, charges, and assessments, together with any penalties and interest thereon, and from any sale or other proceeding to enforce payment thereof.

ARTICLE V. USE OF THE PREMISES

5.01. Grantee and Grantee's employees, contractors, and agents shall have the right to use the Premises for a right-of-way to construct, maintain, operate, inspect, repair, change the size of, relocate, and replace One (1) eighteen-inch (18") pipeline for the purpose of transporting gas (the "Improvements"). Grantee shall not change (i) the operation of the pipeline in any material respect or (ii) the category of products therein, without Grantor's written permission, such permission not to be unreasonably withheld. It shall not be unreasonable for Grantor to withhold its consent for reasons that include, but are not limited to, Grantee's request for: a change in the category of products to be transported that is more "sour" (with reference to hydrogen sulfide content), or that is more volatile, than the original product category to be transported as contemplated by the Agreement; or, a change to a category of products that includes any non-hydrocarbon substances. Also, it shall not be unreasonable for Grantor to (a) condition its consent on Grantee procuring and providing proof to Grantor of adequate insurance to protect the Premises and (b) charge fees for (i) additional pipelines, and (ii) changes in use operation, including but not limited to, a use separate and apart from the original use contemplated by the Agreement, e.g. fiber optics and reverse flow. Grantor agrees to grant or deny such permission within thirty (30) days following Grantee's request for a category use change, provided such request includes all information necessary for Grantor to make an informed decision

5.02. A. The Grantor and Grantee hereby acknowledge and agree that each shall have reciprocal rights of ingress and egress to and from the Premises across contiguous or adjacent Permanent School Fund land or land owned by Grantee, provided in the exercise of this right the Grantor and Grantee agree not to unreasonably interfere with the other party's (or that party's agents, assignees, or designees) use of its property. At its sole cost, risk, and expense, Grantee shall have the right of ingress and egress for the purposes authorized by Section 5.01 and such right is not granted for any other purpose. Grantee and the Grantor mutually agree to coordinate the use of contiguous or adjacent Permanent School Fund land or land owned by Grantee, respectively, and to exercise such right of use only to the extent and in the manner allowed by the respective interests of the parties in the subjects lands and for the length of time necessary to provide access to and from the Premises. Notwithstanding any other provisions to the contrary, no easement is created by this Section 5.02; instead, a license is granted to the parties and their respective officers, employees, agents and contractors for the limited purposes set forth herein.

B. Grantee acknowledges and agrees that the Grantor's right of ingress and egress described in Section 5:02.A. of this Agreement shall be and remain in effect as long as the Improvements and any other structure placed on the Premises by Grantee remain on the Premises, as necessary for the Grantor to confirm the removal (in whole or in part) of the Improvements, and/or until any claims of liability against Grantor arising in connection with the Improvements are finally resolved. Such right of ingress and egress shall survive the expiration or earlier termination of this Agreement, but only for so long as the Improvements remain on the Premises and/or any claims for liability have not been finally resolved.

5.03. A. Grantee's use of the Premises is subject to and contingent upon compliance with the following covenants, obligations and conditions (the "Special Conditions").

1. Grantee is responsible for maintaining all structures authorized under this contract in good repair and safe condition, and in compliance with all existing state and federal regulations governing such work.
2. If a leak occurs in a pipeline, Grantee shall take all immediate action to prevent further release, as comports with industry practice or complies with applicable regulatory requirements.
3. Grantee is required to perform mitigation and/or pay surface damage fees according to the Grantor's policy in effect at the time damages occur for any and all surface damages resulting from actions of Grantee's employees, contractors, and/or agents during the term of this easement. If mitigation is required Grantee will be notified in writing by the Grantor of the terms and conditions under which the mitigation shall be conducted. Such mitigation and/or payment of damage fees shall be performed in the manner and within the time frame specified in written notice provided by the Grantor to Grantee following said damages.
4. In light of the pipeline industry's indicated willingness to improve safety standards, as well as new regulations being promulgated by the Department of Transportation's Office of Pipeline Safety, and also the new federal pipeline health and safety legislation pending in the U. S. Congress, this easement is granted upon condition of applicant's specific compliance with all applicable federal, state and local statutes, rules and regulations, and generally accepted industry practices and standards presently in force and as amended in the future.
5. Pipeline crossings of natural, dredged, and other navigable waterways, whether tidally influenced or non-tidal, shall be marked in accordance with US DOT regulations, whether or not the pipeline crossings are under the jurisdiction of the US DOT.
6. Grantee is required to provide the Grantor an "as built" survey of the Improvements within one hundred eighty (180) days of contract execution. Grantee agrees to provide the documentation as described in Article III §3.02(iv) of this Agreement. Upon receipt and acceptance by the Grantor, the "as built" survey shall be attached to and become a part of this Agreement as Exhibit B-1. If it is determined that the Improvements are not actually located within the Premises as described in this Agreement, the Grantee shall, at the time of submission of the as built survey, provide written notice to Grantor of the discrepancy. The Grantor will then provide written notice to the Grantee of the amount of additional consideration, if any, due to the Grantor as a result of the discrepancy. Grantee agrees to pay the additional consideration within thirty (30) days of receipt of the written notice from Grantor. Failure to pay the additional consideration within the time specified will constitute an event of default under Article IX of this Agreement. Grantee acknowledges that Grantee's failure to submit the as built survey of the Improvements prior to execution of this Agreement has resulted in a waiver by Grantee of any claim to a reduction or refund of consideration tendered or to be tendered under this Agreement that may have resulted from any discrepancy.

B. Prior to any construction, installation, repair, or other activities on the Premises, Grantee shall provide written notice of all the terms of this Agreement relating to the particular activity to any contractor and/or agent involved in any such activity. On request, Grantee shall send a copy of such notice to the General Land Office, ATTN: Asset Inspection, 1700 N. Congress Avenue, Austin, Texas 78701-1495.

5.04. Grantor shall have the right to use or to permit the use of any or all of the Premises for any purpose deemed, in Grantor's sole discretion, not to be inconsistent with Grantee's easement grant. Grantor, its agents, representatives and employees shall have the right to enter upon the Premises at any reasonable time (or any time in case of emergency) for purposes of inspection, repair, and any other purpose necessary to protect Grantor's interests therein. Except in the event of an emergency, in which case no notice is required by Grantor, if Grantor reasonably believes that a repair is necessary to protect the health and safety of the public, the environment, or the value of Grantor's property, Grantor shall give Grantee reasonable prior written notice of the necessary repair. If Grantor gives such notice, and Grantee does not initiate immediate action to pursue to completion such repair with diligence, Grantor may, but shall not be obligated to, undertake that repair, all costs of which shall be immediately due and payable by Grantee on Grantor's demand. This Section 5.04 is for the sole purpose of providing a mechanism for Grantor to respond to a situation in which immediate action is required to protect the State and/or public interest and such immediate action has not been initiated by or on behalf of Grantee.

5.05. Grantee shall not use, or permit the use of the Premises for any illegal purpose. Grantee shall comply, and will cause its officers, employees, agents, contractors and invitees to comply, with all applicable laws, ordinances, rules, and regulations of governing agencies concerning use of the Premises.

5.06. Failure by Grantee to construct, maintain and operate the Improvements in accordance with this Article V may render such Improvements "unauthorized structures" as defined under TEX. NAT. RES. CODE ANN., §51.302 (Vernon) and subject them to sanctions provided therein.

ARTICLE VI. ASSIGNMENTS

6.01. A. Grantee shall not assign the premises or the rights granted herein, in whole or part, to any third party for any purpose without prior written consent of the Grantor, which consent may not be unreasonably withheld. For purposes of this Section 6.01 A, the phrase "third party" shall not include any subsidiary or affiliate in which Grantee owns, respectively, at least a majority percentage, or the largest plurality percentage, voting interest.

B. Grantee may assign this Agreement without Grantor's consent to (a) a parent entity, (b) any affiliate of Grantee controlled by the same parent entity, or (c) any subsidiary or affiliate in which Grantee owns, respectively, at least a majority percentage, or the largest plurality percentage, voting interest, provided that, in any of the foregoing events, (i) the resulting entity agrees in writing to assume and perform all of the terms and conditions of this Agreement, and (ii) Grantee provides notice to Grantor of any such assignment within thirty (30) days of such assignment. In the event of such assignment, it is understood and agreed by both Grantee and Grantor that the original Grantee remains liable to Grantor under all terms and provisions of the Agreement.

C. Any assignment which fails to comply with the foregoing provisions shall be void and of no effect.

D. This provision and the prohibition against unauthorized assignments contained herein shall survive expiration or earlier termination of this Agreement. For purposes of this Agreement, an assignment is any transfer, including by operation of law, to another of all or part of the property, interest or rights herein granted.

ARTICLE VII. PROTECTION OF NATURAL AND HISTORICAL RESOURCES

7.01. With regard to all activities authorized herein, Grantee shall use all reasonable best efforts to: (i) prevent pollution of air, ground, and water in and around the Premises, and (ii) to protect and preserve natural resources and

wildlife habitat. Grantee shall comply with all applicable rules and regulations of the General Land Office, the School Land Board, and other governmental agencies responsible for the protection and preservation of public lands and waters, natural resources, and wildlife habitat. In the event of a pipeline incident that is reportable to the U.S. Department of Transportation, the General Land Office, or the Railroad Commission of Texas (or any other applicable regulatory agency) that may result in pollution of the Premises or adjacent property, Grantee shall notify the Grantor immediately upon discovery of such incident, use all means reasonably available to recapture any pollutants which have escaped or may escape, and mitigate for any and all natural resource damages caused thereby.

7.02. GRANTEE IS HEREBY EXPRESSLY NOTIFIED OF THE NATIONAL HISTORICAL PRESERVATION ACT OF 1966, (PB-89-66, 80 STAT. 915, 16 U.S.C.A. SECTION 470, ET.SEQ.) AND THE ANTIQUITIES CODE, (TITLE 9, CHAPTER 191, TEX. NAT. RES. CODE ANN. [VERNON]). IN CONFORMANCE WITH THESE LAWS, IN THE EVENT THAT ANY SITE, FOUNDATION, BUILDING, STRUCTURE, LOCATION, OBJECT, ARTIFACT, ITEM OR OTHER FEATURE OF ARCHEOLOGICAL, SCIENTIFIC, EDUCATIONAL, CULTURAL OR HISTORIC INTEREST IS ENCOUNTERED DURING THE ACTIVITIES AUTHORIZED BY THIS EASEMENT, GRANTEE SHALL IMMEDIATELY CEASE ANY AND ALL ACTIVITIES, AND NOTIFY THE COMMISSIONER OF THE GENERAL LAND OFFICE AND THE TEXAS HISTORICAL COMMISSION, P.O. BOX 12276, AUSTIN, TEXAS 78711, SO THAT APPROPRIATE ACTION MAY BE UNDERTAKEN TO PROTECT OR RECOVER SUCH DISCOVERIES OR FINDINGS, AS APPROPRIATE. IN THE EVENT THAT GRANTEE IS REQUIRED TO CEASE ACTIVITIES, THE GRANTOR SHALL NOT BE LIABLE FOR ANY COSTS OF GRANTEE, GRANTEE'S AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS OR ANY OTHER PERSON OR ENTITY AS A RESULT OF ANY INTERRUPTION OF GRANTEE'S ACTIVITIES OR INABILITY TO USE THE PREMISES AS HEREIN CONTEMPLATED.

ARTICLE VIII. INDEMNITY

8.01. GRANTEE SHALL BE FULLY LIABLE AND RESPONSIBLE FOR ANY DAMAGE, OF ANY NATURE, ARISING OR RESULTING FROM OR ATTRIBUTABLE TO GRANTEE'S USE GRANTED HEREIN OR THE ACTS OR OMISSIONS OF GRANTEE, ITS AGENTS OR CONTRACTORS RELATED TO GRANTEE'S EXERCISE OF THE RIGHTS GRANTED HEREIN. GRANTEE AGREES TO AND SHALL INDEMNIFY AND HOLD THE GRANTOR, THE GRANTOR'S OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM AND AGAINST CLAIMS, SUIT, COSTS, LIABILITY OR DAMAGES OF ANY KIND, INCLUDING STRICT LIABILITY CLAIMS, COSTS OF COURT, ATTORNEY'S FEES AND COSTS OF INVESTIGATION OR EXPERTS, WITHOUT LIMIT AND WITHOUT REGARD TO CAUSE OF THE DAMAGE OR THE NEGLIGENCE OF ANY PARTY, (EXCEPT TO THE EXTENT OF THE PROPORTIONATE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE GRANTOR, THE GRANTOR'S OFFICERS, AGENTS, EMPLOYEES, OR CONTRACTORS) ARISING DIRECTLY OR INDIRECTLY FROM OR ATTRIBUTABLE TO GRANTEE'S USE OF THE PREMISES (INCLUDING ANY ADJACENT OR CONTIGUOUS LAND) OR FROM ANY BREACH BY GRANTEE OF THE TERMS, COVENANTS OR CONDITIONS CONTAINED HEREIN. THE PROVISIONS OF THIS SECTION SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

ARTICLE IX. DEFAULT, TERMINATION AND EXPIRATION

9.01 If, within thirty (30) days after receipt of written notice from the Grantor specifying an act of default or breach, Grantee fails to pay any money due hereunder or continues in breach of any term or condition of this Agreement, the Grantor shall have the right to terminate this Agreement and all rights inuring to Grantee herein. Should Grantee fail to cure the specified default or breach within the allowed thirty (30) day period, this Agreement shall be subject to termination, and upon such termination all rights granted herein to Grantee shall revert to the Grantor. Such termination shall not prejudice the rights of the Grantor to collect any money due or to seek recovery on any claim arising hereunder.

9.02. Except as otherwise provided by applicable law or rule and subject to obtaining necessary approval from state or federal agencies having applicable jurisdiction, or making best efforts to obtain such permits, Grantee shall, within one hundred twenty (120) days from the date of expiration or sooner termination of this Agreement, initiate removal of all personal property, structures, and the Improvements, and shall restore the Premises (and any other property affected by such removal activities) to the same condition that existed before Grantee entered thereon. Such removal

and restoration activities shall be coordinated with the General Land Office in accordance with guidelines in effect at the time of removal/restoration which may include, without limitation, specific removal techniques required for protection of natural resources and mitigation or payment in lieu of mitigation for any and all damages resulting from removal activities, all of which shall be in accordance with generally accepted current pipeline industry standards using available technology. Grantee shall notify the Grantor at least ten (10) days before commencing removal/restoration activities so that a General Land Office field inspector may be present.

ARTICLE X. NOTICE

10.01. Any notice which may or shall be given under the terms of this Agreement shall be in writing and shall be either delivered by hand, by facsimile, or sent by United States first class mail, adequate postage prepaid, if for the Grantor to Deputy Commissioner, Asset Inspection, addressed to his attention, 1700 North Congress Avenue, Austin, Texas 78701-1495, FAX: (512) 463-5304, and if for Grantee, to it at 5100 Westheimer, Suite 320, Houston, TX 77056-5511, and FAX: (713) 965-9156. Any party's address may be changed from time to time by such party by giving notice as provided above, except that the Premises may not be used by Grantee as the sole notice address. No change of address of either party shall be binding on the other party until notice of such change of address is given as herein provided.

10.02. For purposes of the calculation of various time periods referred to in this Agreement, notice delivered by hand shall be deemed received when delivered to the place for giving notice to a party referred to above. Notice mailed in the manner provided above shall be deemed completed upon the earlier to occur of (i) actual receipt as indicated on the signed return receipt, or (ii) three (3) days after posting as herein provided.

ARTICLE XI. INFORMATIONAL REQUIREMENTS

11.01. A. Grantee shall provide written notice to the Grantor of any change in Grantee's name, address, or legal status (from a corporate entity to a partnership, etc.) and any change to other information required by this Agreement within thirty (30) days of the effective date of the change.

B. Grantee shall provide to the Grantor any other information reasonably requested by the Grantor in writing within thirty (30) days following such request.

C. If any information required to be submitted within a certain time under the terms of this Agreement shall not be received by the Grantor on or before ten (10) days after the date when due, after notice to Grantee and opportunity to cure, then, at Grantor's discretion, Grantee may be required to pay the Grantor a "Late Charge" not to exceed One Hundred Dollars (\$100.00) for each day so past due until the date on which the information is received or the Agreement is terminated.

11.02. Except with regard to initial construction/installation of the Improvements and emergencies, prior to conducting any activities at the Premises which may materially impact natural resources in or around the Premises, Grantee shall provide written notice to the Grantor describing the proposed activities in detail and any procedures which will be used to protect natural resources. Such notice shall be provided by Grantee to the Grantor at least sixty (60) days prior to conducting re-burial activities, and at least thirty (30) days prior to conducting major repairs, modification, or other activities. Grantee acknowledges and agrees that the Grantor shall have at least twenty (20) days following receipt of the notice to review the proposed activities and to impose specific conditions for conducting such activities which, in the Grantor's sole determination, are necessary to protect natural resources or to mitigate for actual damages to natural resources. If the Grantor has not provided notice to Grantee within twenty (20) days following receipt of Grantee's notice, the Grantor is deemed to have approved, subject to the terms of this Agreement, the proposed activities to be conducted at the Premises. In case of emergencies, Grantee may undertake all actions necessary to prevent imminent injury or damage to public health, safety or welfare, and/or to protect natural resources, and Grantee shall undertake any such actions as are, in the pipeline industry, ordinary and commercially

reasonable responses to such emergencies. Within twenty-four (24) hours following such emergency actions, Grantee shall provide notice to the Grantor of such actions as hereinabove provided.

ARTICLE XII. MISCELLANEOUS PROVISIONS

12.01. With respect to terminology in this Agreement, each number (singular or plural) shall include all numbers, and each gender (male, female or neuter) shall include all genders. If any provision of this Agreement shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions of the Agreement, but such other provisions shall continue in full force and effect.

12.02. The titles of the Articles in this Agreement shall have no effect and shall neither limit nor amplify the provisions of the Agreement itself. This Agreement shall be binding upon and shall accrue to the benefit of the Grantor, its successors and assigns, Grantee, Grantee's successors and assigns (or heirs, executors, administrators and assigns, as the case may be); however, this clause does not constitute a consent by the Grantor to any assignment by Grantee, but instead refers only to those instances in which an assignment is hereafter made in strict compliance with Article VI above, or in the case of a deceased natural person grantee, refers to the instances previously referred to in this sentence and also circumstances in which title to Grantee's interest under this Agreement passes, after the demise of Grantee, pursuant to Grantee's will or the laws of intestate succession. The words "hereof," "herein," "hereunder," "hereinafter" and the like refer to this entire instrument, not just to the specific article, section or paragraph in which such words appear.

12.03. Neither tender nor acceptance of any sums payable hereunder nor failure by either party to complain of any action, non-action or default of the other shall constitute a waiver as to any breach of any covenant or condition contained herein nor a waiver of any of the rights hereunder. Waiver by the Grantor of any right for any default of Grantee shall not constitute a waiver of any right for either a prior or subsequent default of the same obligation or for any prior or subsequent default of any other obligation. No right or remedy of either party hereunder or covenant, duty or obligation hereunder shall be deemed waived by the other party unless such waiver be in writing, signed by a duly authorized representative of the party.

12.04. No provision of this Agreement shall be construed in such a way as to constitute the Grantor and Grantee joint venturers or co-partners or to make Grantee the agent of the Grantor or make the Grantor liable for the debts of Grantee.

12.05. In all instances where Grantee is required hereunder to pay any sum or do any act at a particular indicated time or within an indicated period, it is understood that time is of the essence.

12.06. The terms of this Agreement shall only be binding on the Grantor during the period of its ownership of the Premises, and in the event of the transfer of such ownership interest, the Grantor shall thereupon be released and discharged from all covenants and obligations thereafter accruing, but such covenants and obligations shall be binding during the Agreement term upon each new owner for the duration of such owner's ownership.

12.07. All monetary obligations of the Grantor and Grantee (including, without limitation, any monetary obligation for damages for any breach of the respective covenants, duties or obligations of either party hereunder) are performable exclusively in Austin, Travis County, Texas.

12.08. The obligation of Grantee to pay all Consideration and other sums hereunder provided to be paid by Grantee and the obligation of Grantee to perform Grantee's other covenants and duties under this Agreement constitute independent, unconditional obligations to be performed at all times provided for hereunder, save and except only when an abatement thereof or reduction therein is expressly provided for in this Agreement and not otherwise. Grantee waives and relinquishes all rights which Grantee might have to claim any nature of lien against, or withhold or deduct from or offset against, any Consideration or other sums provided hereunder to be paid to the Grantor by Grantee. Grantee waives and relinquishes any right to assert, either as a claim or as a defense, that the Grantor is

bound to perform or is liable for the nonperformance of any implied covenant or implied duty of the Grantor not expressly set forth in this Agreement.

12.09. Subject in all respects to Section 12.01 of this Agreement, this Agreement is and shall be subject to any applicable federal or state law, rule, order, or regulation presently or hereafter enacted or adopted to the extent, but only to the extent, that such law, rule, order, or regulation preempts or supersedes Grantor's authority to issue this Agreement or to require any particular obligation of Grantee, provided, however, that in the event of a conflict between any provision of this Agreement and any administrative rule promulgated by the General Land Office and/or the School Land Board, this Agreement shall control.

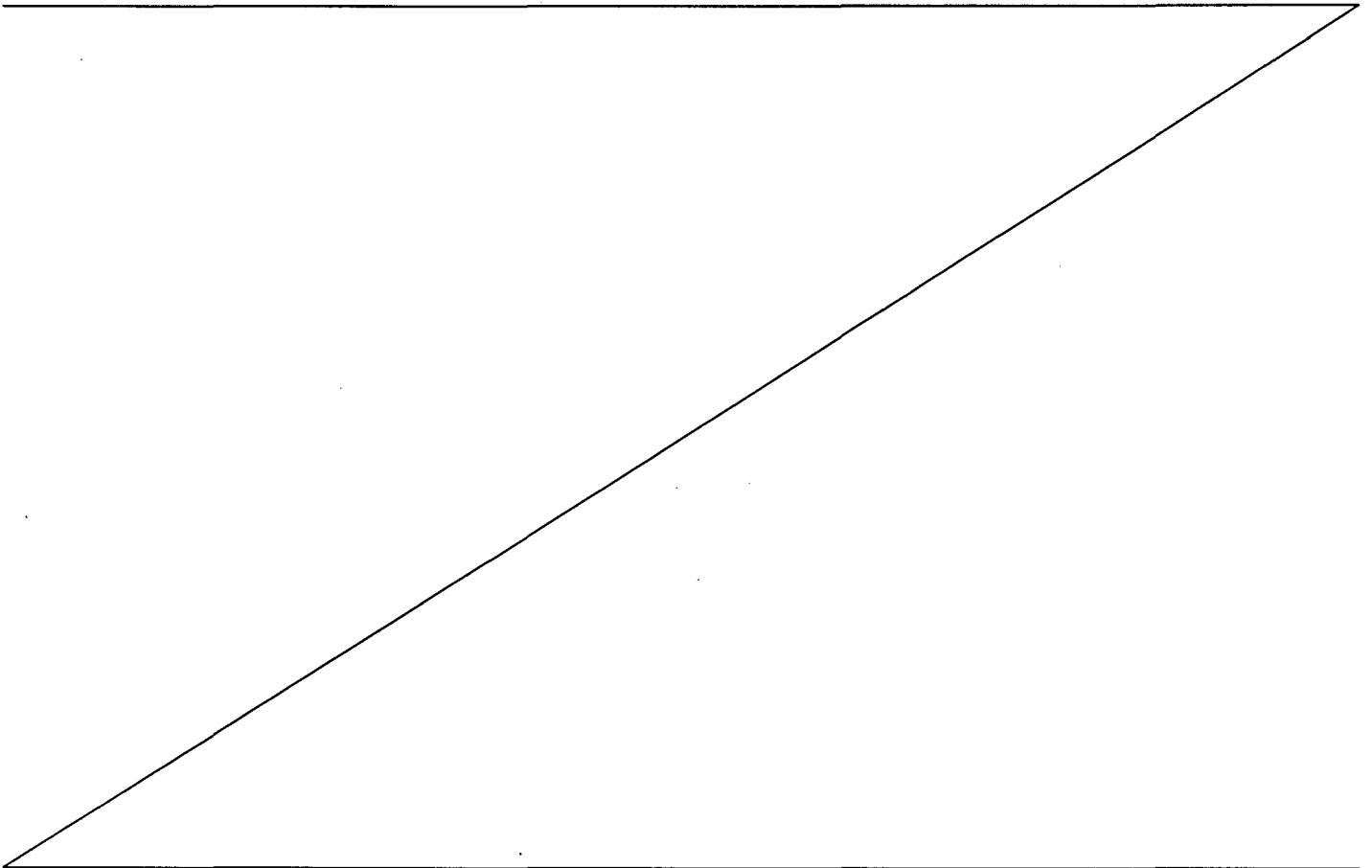
ARTICLE XIII. RECORDING

13.01. Grantee shall, at its sole cost and expense, record this Agreement in the Hill and Bosque Counties Real Property Records and provide a file marked copy to the Grantor within 60 days after the recorded original of this Agreement is returned by the county clerk responsible for such records.

ARTICLE XIV. ENTIRE AGREEMENT

14.01. This instrument, including exhibits, constitutes the entire agreement between the Grantor and Grantee and no prior written, or prior or contemporaneous oral promises, warranties or representations shall be binding. This Agreement shall not be amended, changed, altered, or extended except by written instrument signed by all parties hereto.

14.02. This Agreement shall become effective only upon execution by all parties hereto and delivery of a fully executed counterpart to each party.



IN TESTIMONY WHEREOF, witness our hands and the seal of the General Land Office.

GRANTOR: THE STATE OF TEXAS

GRANTEE: MARKWEST PNG UTILITY, L.P.
By: MarkWest Texas GP, L.L.C.
its general partner

By: Jerry E. Patterson
JERRY E. PATTERSON
Commissioner, General Land Office

By: William G. Janacek
William G. Janacek
(Printed Name)

Title: Senior Vice President

Date: 11/5/2003

Date: October 28, 2003

APPROVED:

Contents: [Signature]
Legal: [Signature]
Deputy: [Signature]
Executive: [Signature]

ACKNOWLEDGMENT

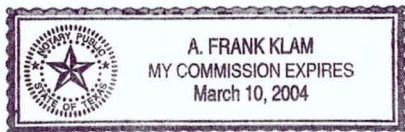
STATE OF Texas §

COUNTY OF Harris §

This instrument was acknowledged before me on the 28th day of October, 2003,
by William G. Janacek, Senior Vice President of
(Title)

MarkWest Texas GP, L.L.C., a Texas limited liability company as General Partner of
(Company Name) (State)

MarkWest PNG Utility, L.P., a Texas ~~limited liability company~~ limited partnership, on behalf of said partnership.
(Business entity type) (Business entity type)



[Signature]

Notary Public, State of Texas

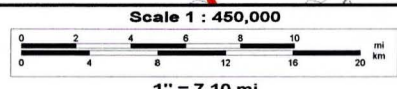
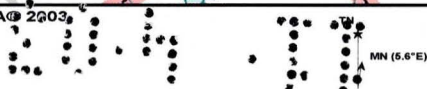
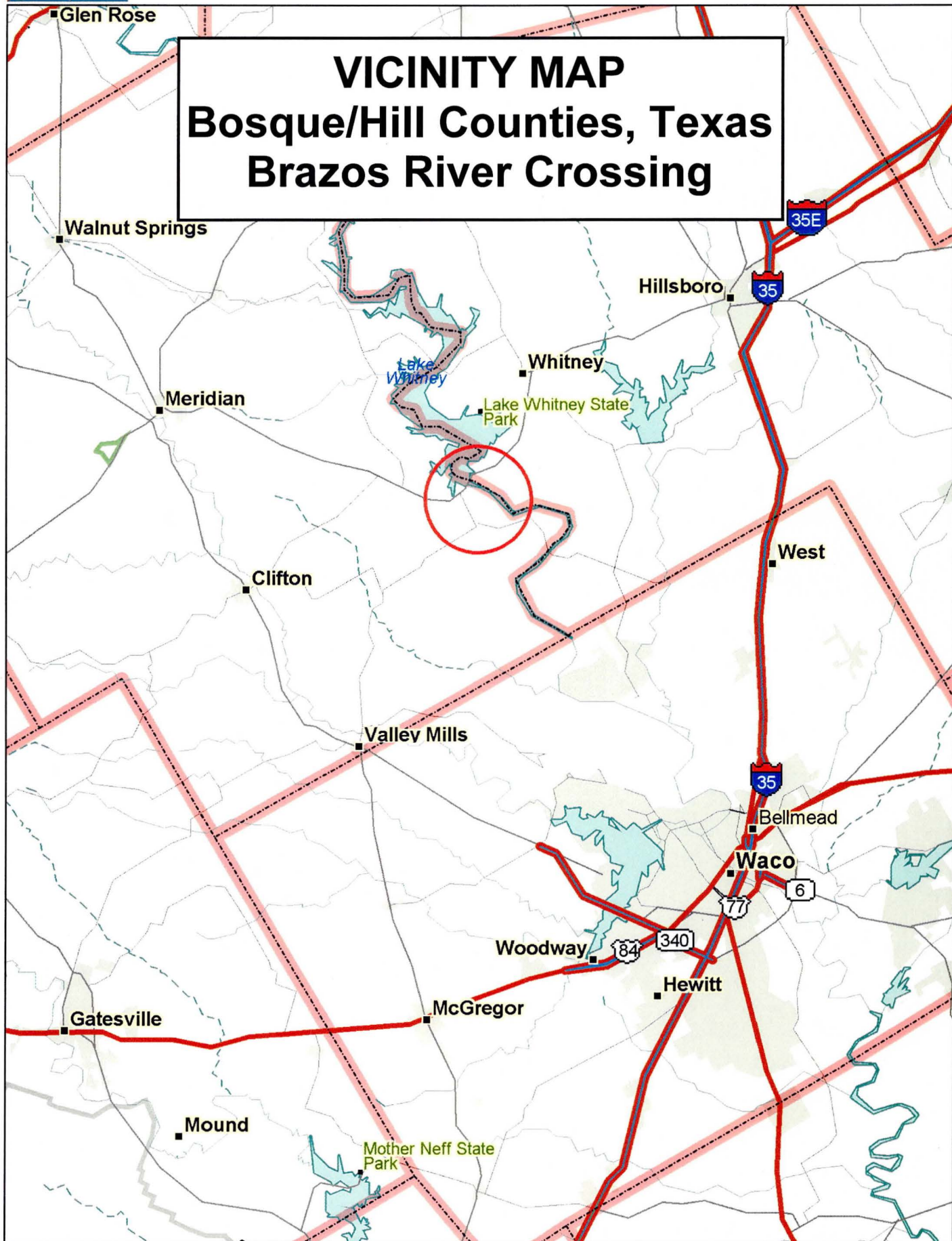
My commission expires: 3-10-04



VICINITY MAP

Bosque/Hill Counties, Texas

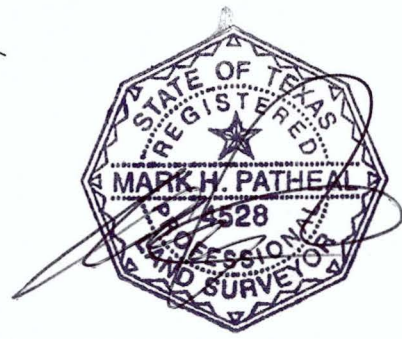
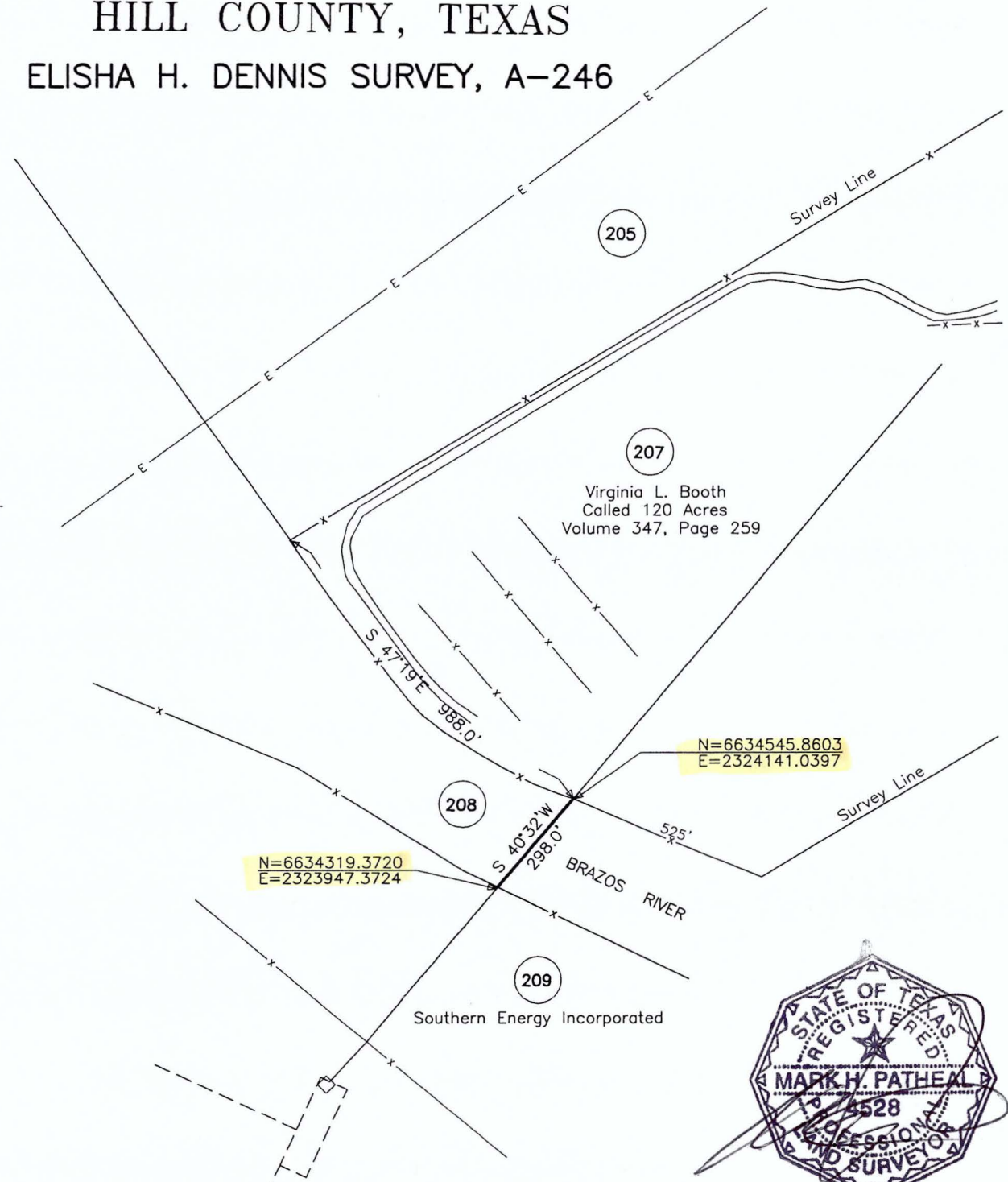
Brazos River Crossing



HILL COUNTY, TEXAS

ELISHA H. DENNIS SURVEY, A-246

Scale: 1" = 400'



BOSQUE COUNTY, TEXAS

BLASS LASALLE SURVEY, A - 487

LEGEND

- Barbed Wire Fence ——— X ———
- Chain Link Fence ——— O ———
- Wood Fence ——— □ ———
- Telephone Line ——— T ———
- Powerline ——— E ———
- Centerline ——— - - -
- Pipeline ——— // ———

BEARING BASIS: Grid Bearings, Texas State Plane Coordinate System, North Central Zone, NAD 83.

Surveying & Mapping By ARK-LA-TEX SURVEYING CO., INC. 315 N. Alamo Marshall, Texas (903) 938-9939			PREPARED FOR: MARK WEST PINNACLE		
Scale: 1" = 400'	Drawn By: GLAW	Job No.: 22065	EXHIBIT B Page 1 of 2		
Date: 09/25/03	Surveyed By: DWS	File No.: PNG-14B			

**FIELD NOTES
TRACT 208
BRAZOS RIVER**

Being a 20 foot wide permanent easement crossing the State of Texas owned Brazos River, lying between the ELISHA H. DENNIS SURVEY, A-246, HILL COUNTY, TEXAS and the BLASS LASALLE SURVEY, A-487, BOSQUE COUNTY, TEXAS, said easement being more particularly described as follows:

Beginning at a point in a fence on the top of the bank on the Northeast side of the Brazos River, same being on the Southwest line of that certain called 120 acre tract described in deed to Virginia L. Booth, and recorded in Volume 347, Page 259 of the Hill County Deed Records, said point bears South 47°19' East – 988.0 feet from a fence corner post at the occupied Westernmost corner of said called 120 acre tract, said beginning point having Texas State Plane Coordinates of N=6634545.8603 E=2324141.0397;

Thence South 40°32' West, crossing said Brazos River, 298.0 feet to a point in a fence on the top of bank on the Southwest side of said Brazos River, same being on the occupied North line of the Southern Energy Incorporated tract for the end of the herein described easement, containing 0.14 acre of land, more or less.

Bearing Basis: Grid Bearings, Texas State Plane Coordinate System, North Central Zone, NAD 83.


Mark H. Patheal, R.P.L.S. #4528



Job# 22065

204 11

Instructions for Preparing Exhibits for the following General Land Office Applications:

Miscellaneous Easements (Pipeline)

Maps (or plats) showing the location of proposed and as-built projects on state-owned lands are required as part of the General Land Office (GLO) application process. The following instructions are to be followed when applying for new work (proposed project), or for reporting as-built conditions for a previously approved project, when the activity is a **Miscellaneous Easement (Pipeline)** on state land.

The information specified below represents minimum requirements of the GLO and additional information may be requested on a project-by-project basis to facilitate a full evaluation of the proposed activity.

The information should be submitted along with the required application form and processing fees. Each map or plat must conform to the specifications contained herein. An application is not considered complete, and processing of the application will not be initiated, until all information requested has been submitted and GLO staff has determined that it is adequate.

NOTE: Surveys and survey plats required by other entities, Federal, State, County and/or City, are PERMISSIBLE and USABLE for GLO applications provided they meet the following requirements.

A. GENERAL INSTRUCTIONS for ALL APPLICATIONS:

1. Each map or plat should be 8-1/2" X 11".
2. A one-inch margin should be left at the top edge of each sheet for binding purposes.
3. Any shading used to identify specific areas must be reproducible by ordinary copy machines.
4. Each map or plat submitted must have a title block identifying, at a minimum: (a) applicant name; (b) applicant address; (c) project name; (d) date of preparation; (e) name of preparer, and (d) project location as follows:
 - (1) if on state-owned uplands, then provide county, survey name (original grantee) and, as applicable, survey or section number, block number, township number, subdivision name, lot or tract number, and abstract number;
 - (2) if on submerged land, then provide county, waterbody name, and state tract number;
5. The scale for each map or plat must be clearly indicated both digitally and by graphic scale.
6. Vicinity Maps -- Exhibit A for each project application must be a Vicinity Map showing the general location of the proposed work. The Vicinity Map must be produced using either a U.S.G.S. 7.5 minute Topographic Map, a Texas Department of Transportation County Road Map, or navigation chart as its base layer. The project location should be indicated by a prominent arrow on the map. An 8 1/2" X 11" Xerox copy from the original Topo, county map, or navigation chart showing the project location is sufficient. It is not necessary to submit the entire Topo or county map, so long as the map is appropriately identified as to the origin of the base information (e.g., name, and date of base map information used). This is most easily accomplished by copying the legend of the base map and making it part of the Vicinity Map.
7. Project Site Map -- Exhibit B for each project application should be a Project Site Map (in Survey Plat format) which provides specific project location information. The Project Site Map should be produced at sufficient scale and detail to enable field inspectors to locate the project on the ground with minimal difficulty. Demographic features such as road numbers, stream names, railroad crossings, corporate city limits, and other prominent locative features should be included on the Project Site Map. The project location should be indicated by a prominent arrow on the map and a North arrow must be provided. Annotation may be



included on the map regarding distance of the project from known points (e.g., highway intersections, road stream crossings, etc.). **Additional guidance for preparing Project Site Maps is provided in Section B of this document.**

8. Detailed Project Plan -- Exhibit C for each project application should be a Detailed Project Plan, consisting of an aerial plan-view drawing and a cross-sectional drawing of all proposed or existing structures on state-owned lands at the project site.

Page 1 of the Detailed Project Plan should contain, at a minimum:

- a. Location of the shoreline or banks if the project is on or adjacent to tidally influenced waters or crosses a state-owned river, stream, creek, or bayou.
- b. The direction of ebb and flow if in or adjacent to tidal waters, or the direction of water flow if the project crosses a river, creek, stream, or bayou.
- c. A North arrow.
- d. The location of state tract lines (on tidally influenced lands), survey lines, or property lines, as applicable.
- e. The location of any marshes, submerged grass flats, oyster reefs, mud or sand flats, or other sensitive natural/cultural resources known to exist in the project area.
- f. The lines of mean high water and mean low water when applicable.
- g. The Detailed Project Plan cross-sectional drawing must include notation as to the outside diameter (OD) of all pipelines covered by the easement, and the relationship of the pipeline(s) to any other pipeline(s) in the immediate vicinity.
- h. The registration, easement, or lease numbers for any structures at the site previously authorized by the GLO (available from GLO field offices upon request).
- i. Any applicable Corps of Engineers application numbers covering the proposed work, as soon as that application number is available, but, in any event, prior to issuance of the easement.

Page 2 of the Detailed Project Plan should contain, as applicable, an explanation of construction methodology, techniques, and equipment that will be used at the site.

9. As-Built Survey -- A survey showing the depth of burial must be furnished for all projects on state-owned tidally influenced lands (Gulf of Mexico, bays, estuaries, etc.), crossings of state-owned rivers/streams/creeks/bayous. The survey shall show plan view only for projects on state-owned upland tracts. Failure to provide this information is, by terms of the state contract, grounds for termination of the easement and removal of the structure from state-owned land.

New Pipeline Installations: Each application for installation of a new pipeline must include with the application a profile drawing showing the **proposed** depth of burial at not fewer than 36" below the surface.

GLO will issue an easement using the **proposed** ROW and depth of burial information. Following installation of the pipeline, however, the applicant is required by terms of the GLO contract to provide a survey of actual burial depth measurements for that portion of the ROW length occupying state-owned land. The spacing between depth-of-burial measurement points is a function of the length of ROW. If the easement length is less than 500 feet, the depth of cover of the structure and waterway bottom elevation shall be determined at intervals not to exceed 50 feet. If the easement length is greater than 500 feet but less than 5,000 feet the interval between measurement points shall be 100 feet. Easements greater than 5,000 feet in length shall be surveyed at 250-foot intervals.

All work shall be performed under the supervision of and sealed by a registered public land surveyor. All submitted drawings must be sealed by the supervising registered public land surveyor. All elevations must be referenced to a common datum (Mean Sea Level, National Geodetic Vertical Datum, Mean Low Water, etc.) and grid coordinates must reference Texas State Plane coordinate System of 1927 or 1983. The accuracy of the waterway bottom and pipeline elevations shall be +/- one-half (.5') foot for the waterway bottom and +/- one-half (0.5') foot for depth of burial less than or equal to 10 feet and +/- fifteen (15%) percent for depth of burial greater than ten (10) feet. Manual probing and electronic means (both active and passive) of survey type shall be acceptable for depth of burial determinations.

Existing Pipelines: At time of renewal of a contract for an existing underground pipeline easement, provide the data as required under Section 3.02.(iv) of this easement contract.

CERTIFICATION BY A TEXAS REGISTERED PUBLIC LAND SURVEYOR IS REQUIRED ON ALL OF THE FOLLOWING WITH THE EXCEPTION OF DIRECTIONALLY DRILLED WELL BORE LOGS .



B. SPECIFIC INSTRUCTIONS:

Maps or Survey Plats to be submitted as the Project Site Map and/or the Detailed Project Plan (see A7 and 8 above) must contain the information described below.

Upland survey data should be reported to normal boundary land surveying minimum standards. Offshore or submerged sites shall be located to a specified accuracy of +/- 5 feet of any reported location.

1. Projects located on Tidally Influenced State-owned lands (Including the Gulf of Mexico, bay tracts, and the tidally influenced portions of rivers, creeks, streams, and bayous):

Coordinates must be provided at the beginning and ending points of the ROW's centerline, or on the principal point or points of tracts described by other means (directional well bores, etc.). These coordinates must be based on the Texas State Plane Coordinate System of 1927 or 1983. Courses and distances must be specified as either grid or geodetic for all centerlines and perimeter lines, and ties must be made from specific improvements (e.g., well heads, platforms, pilings, etc.) to a corner or corners of the lease or easement tract. All submerged state land tracts crossed by any part of the ROW must be shown and identified, and the points of each ROW crossing of a state-tract boundary identified in the Texas State Plane Coordinate System of 1927 or 1983. The distance between crossings of a state-tract boundary must be indicated in both feet and rods on the plat.

As-built plats (and confirmation surveys at time of renewal) must give bearing and distance between angle points along the easement route. In the event no angle points exist along the course of the ROW, the plat shall provide a minimum of one identified point for each 1,000 feet of ROW length. A ROW less than 1,000 feet long but greater than 500 feet in length requires one mid-point to be identified on the survey plat.

2. Projects Across State-owned Upland Property, or the state-owned portion of a river, creek, stream, or bayou above the limit of tidal influence:

a. Upland Tract (State Fee Lands):

For new project applications, information provided for projects on state-owned upland tracts shall include the beginning and end points of the easement centerline, identified by coordinates on the Texas State Plane Coordinate System of 1927 or 1983, and shall include course and distance of all segments of the proposed easement centerline. Course and distance from one end of the easement to the nearest survey corner or subdivision survey corner shall be included, along with the survey name (original grantee), and as applicable, survey or section number, block number, township number, subdivision name, lot or tract number, and abstract number of all surveys abutting the easement.

At completion of construction, or at time of renewal, an as-built plat or confirmation survey (which ever is applicable) must be submitted. This plat must give bearing and distance between angle points along the easement route. In the event no angle points exist along the course of the easement route, the plat shall provide a minimum of one identified point for each 1,000 feet of length. For easement routes fewer than 1,000 feet long but greater than 500 feet, one mid-point shall be identified on the survey plat.

b. Crossing the State-owned portion of a river, creek, stream, or bayou above the limit of tidal influence.

Information provided for projects crossing non-tidal state-owned rivers, creeks, streams, or bayous shall include an identification of the stream or water body by local and any other names known (historic, from topographic or other maps, etc.). In addition, the beginning and end points of the easement centerline, identified by coordinates on the Texas State Plane Coordinate System of 1927 or 1983, and shall include course and distance of all segments of the easement centerline. Course and distance from one end of the easement to the nearest survey corner or subdivision survey corner shall be included, along with a cross section or profile of the crossing between the top of the high banks, survey name (original grantee), and as applicable, survey or section number, block number, township number, subdivision name, lot or tract number, and abstract number of all surveys abutting the easement.



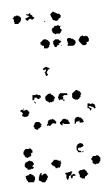
File No. MF 2004 0008

Contract

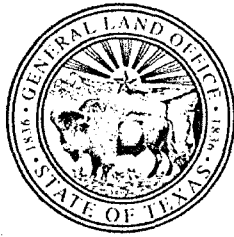
Date Filed: 12-12-03

Jerry E. Patterson, Commissioner

By [Signature]



TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

November 7, 2003

Mr. Frank Klam, C.P.L.
8309 Cedarbrake
Houston, Texas 77055-4823

RE: - Miscellaneous Easement No. 20040008
Bosque/Hill Counties, Texas

Dear Mr. Klam:

Enclosed please find the above referenced Miscellaneous Easement contract fully executed by the Commissioner of the General Land Office. A duplicate original has been retained for our files. This instrument must be recorded with the County Clerk of Bosque and Hill Counties, Texas, within sixty (60) days from the date of this letter, and proof of said recording provided to this office. The appropriate County Clerk information is listed below.

Bosque County Clerk
Post Office Box 617
Meridian, Texas 76665
(254) 435-2201

Hill County Clerk
Post Office Box 398
Hillsboro, Texas 76645
(254) 582-4030

If you have any questions or if I can be of assistance, please do not hesitate to call me at (512) 475-1461.

Sincerely,

A handwritten signature in black ink, appearing to read "Bridget Brundrett", is written over the word "Sincerely,".

Bridget Brundrett
Surface Lease Administrator

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495

Post Office Box 12873 • Austin, Texas 78711-2873

512-463-5001 • 800-998-4GLO

www.glo.state.tx.us

11

File No. DE 20040008

Executions letter

Date Filed: 12-12-03

Jerry E. Patterson, Commissioner

By [Signature]

A. Frank Klam, C.P.L.



**8309 Cedarbrake
Houston, Texas 77055**

**Phone 713-461-0968
Fax 713-467-0158**

December 5, 2003

General Land Office
1700 North Congress
Austin, TX 78701-1495
Attn: Ms. Bridget Brundrett

Re: Lake Whitney Pipeline
Hill and Bosque Counties, Texas

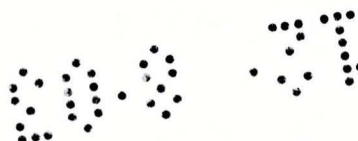
Dear Bridget:

Enclosed for your files is a copy of Miscellaneous Easement No. ME2004008 which has been recorded in Hill and Bosque Counties, Texas. I want to thank you for your assistance in handling this matter.

Yours very truly,



A. Frank Klam, C.P.L.



The State of Texas



Austin, Texas

MISCELLANEOUS EASEMENT (PIPELINES) ME20040008

STATE OF TEXAS §
 §
COUNTIES OF HILL & BOSQUE §

KNOW ALL MEN BY THESE PRESENTS:

This Miscellaneous Easement (the "Agreement"), ME20040008, is granted by virtue of the authority granted in Section 51.291, *et seq.*, TEX. NAT. RES. CODE ANN. (Vernon), 31 TEX. ADMIN. CODE §13.11, *et seq.*, and all other applicable statutes and rules, as the same exist on the date hereof or as they may be amended from time to time.

ARTICLE I. PARTIES

1.01. In consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the STATE OF TEXAS, acting by and through, Jerry E. Patterson, the Commissioner of the General Land Office, (the "Grantor"), hereby grants to Markwest PNG Utility, L.P., whose address is 5100 Westheimer, Suite 320, Houston, Texas 77056-5511, phone number (713) 965-9151, (the "Grantee"), a non-exclusive easement for the purposes identified in Article V.

ARTICLE II. PREMISES

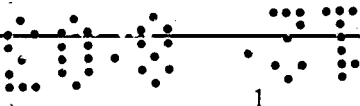
2.01. The easement is located across State-owned land in Hill And Bosque Counties, Texas, described as follows:

Brazos River right-of-way adjacent to the Blass LaSalle Survey, A-478, Bosque County, Texas, GLO Control No. 01-000687, and adjacent to the Elisha H. Dennis Survey, A-246, Hill County, Texas, GLO Control No. 01-000703, and the easement is a right-of-way 18.06 rods long and 20 feet wide, being 10 feet either side of a centerline formed by the improvements (as hereinafter defined), as constructed (the "Premises").

The Premises are further described or depicted on the Vicinity Map attached hereto as Exhibit A, and the Survey Plat attached hereto as Exhibit B, collectively incorporated by reference for descriptive purposes.

2.02. Grantee acknowledges and agrees that when the Improvements (as hereinafter defined) are placed on the Premises, the location of such Improvements within the easement shall thereby become fixed at such location and shall not be changed except by an amendment to this Agreement signed by both parties hereto and subject to any approval by any other governmental agency with jurisdiction over same.

2.03. GRANTEE HAS INSPECTED THE PHYSICAL AND TOPOGRAPHIC CONDITION OF THE PREMISES AND ACCEPTS THE SAME "AS IS", IN ITS EXISTING PHYSICAL AND TOPOGRAPHIC CONDITION. THE GRANTOR DISCLAIMS ANY AND ALL WARRANTIES OF HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PURPOSE, AND



ANY OTHER WARRANTY WHATSOEVER NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. THE GRANTOR AND GRANTEE HEREBY AGREE AND ACKNOWLEDGE THAT THE USE OF THE TERM "GRANT" IN NO WAY IMPLIES THAT THIS EASEMENT IS FREE OF LIENS, ENCUMBRANCES AND/OR PRIOR RIGHTS. NOTICE IS HEREBY GIVEN TO GRANTEE THAT ANY PRIOR GRANT AND/OR ENCUMBRANCE MAY BE OF RECORD, AND GRANTEE TAKES SUBJECT TO ANY SUCH PRIOR GRANT AND/OR ENCUMBRANCE. GRANTEE IS ADVISED TO EXAMINE THE RECORDS IN THE ARCHIVES AND RECORDS DIVISION OF THE GENERAL LAND OFFICE, 1700 NORTH CONGRESS AVENUE, AUSTIN, TEXAS 78701-1495, AND ALL OTHER LAND TITLE RECORDS OF THE COUNTY OR COUNTIES IN WHICH THE PREMISES ARE LOCATED. THE PROVISIONS OF THIS SECTION SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS EASEMENT.

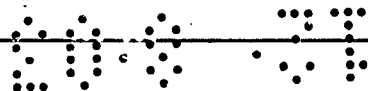
ARTICLE III. TERM

3.01. This Agreement is for a period of ten (10) years, beginning on October 1, 2003, and ending on September 30, 2013, unless renewed, amended, or sooner terminated as authorized by law or as set forth herein.

3.02. Provided that Grantee has complied with all provisions of this Agreement, Grantee shall have the right to extend and renew this Agreement pursuant to 31 TAC §13.17(c) and (d) for an additional term of 10 years on the same terms and conditions provided hereunder, by taking the following actions:

- (i) providing written notice to the Grantor of Grantee's intent to renew the Agreement not less than ninety (90) days prior to expiration of the term of this Agreement; and
- (ii) completing and submit to the Grantor for approval, an application for renewal within thirty (30) days following the notice provided in Section 3.02(i); and
- (iii) paying the applicable renewal fee, pursuant to the rate schedule in effect at the time of renewal; and
- (iv) providing documentation showing the current location of the Improvements. This documentation shall include spatial coordinates sufficient for determining that the pipeline(s) lie within the approved Premises. Such information may be in the form provided to the U.S. Department of Transportation, provided that such documentation includes the current location and spatial coordinates. Notwithstanding the foregoing, and provided that the pipeline has been in place for at least twenty (20) years (an "older pipeline"), Grantee may, in lieu of providing such actual dimensions and spatial coordinates, satisfy the requirements of this subsection (iv) by providing a certified written statement by a Professional Engineer which states that the engineer, despite having employed best efforts to do so, can not ascertain the burial depth and/or location coordinates of such existing pipeline from Grantee's existing records and documentation. Any such certified statement shall also include any documentation in Grantee's possession relating to either the actual dimensions or spatial coordinates of the Improvements. If Grantee, at any time, later discovers or determines the actual burial depth and/or location coordinates of an older pipeline, Grantee agrees to submit such documentation to Grantor. If either Grantor or Grantee determine that an older pipeline is not actually located within the right of way described in this Agreement, both Grantor and Grantee will enter into an amendment to this Agreement to correct the right of way description provided such right of way is located on state-owned land. In any event, Grantee **will indemnify** Grantor pursuant to Section 8.01 of this Agreement even if some or all of the Improvements are not located on state-owned land.

3.03. In the event that Grantee shall fail to comply with the requirements of Section 3.02, Grantee shall be in default hereunder; however, the Easement shall not terminate until Grantor provides notice of such failure and allows a period of thirty (30) days for Grantee to cure such failure and default. Grantee's failure to comply with Section 3.02, even if subsequently cured to Grantor's satisfaction, shall be deemed a forfeiture of any right Grantee may have to renew the Agreement at a reduced fee. Grantor may require (i) the full then-current fee as calculated for a new easement, or, (ii) the applicable renewal fee pursuant to the rate schedule in effect at the time of renewal, plus an administrative penalty as determined by Grantor.



ARTICLE IV. CONSIDERATION AND TAXES

4.01. A. As consideration (Consideration) for the granting, or if applicable, renewal of this easement, Grantee agrees to pay the Grantor (payable to the Commissioner of the General Land Office at Austin, Texas) the sum of Five Hundred And 00/100 Dollars (\$ 500.00), due and payable upon the execution of this Agreement.

B. Past due Consideration and other past due payments shall bear interest from maturity at the rate of ten percent (10%) per annum from the date when due until actually paid, as provided in Section 51.301, TEX. NAT. RES. CODE ANN. (Vernon). Failure of Grantee to make a payment on or before the date the same becomes due shall be deemed an act of default and, at the Grantor's option, cause all payments to become due and payable immediately; provided, however, Grantor shall give Grantee notice of such default and allow a period of thirty (30) days within which to cure the default before exercising such option to accelerate such payments.

4.02. In addition to the above, Grantee shall pay and discharge any and all taxes, general and special assessments, and other charges which during the term of this Agreement may be levied on or assessed against Grantee's interest in the Premises or on the Improvements constructed thereon.

4.03. Grantee agrees to and shall protect and hold the Grantor harmless from liability for any and all such taxes, charges, and assessments, together with any penalties and interest thereon, and from any sale or other proceeding to enforce payment thereof.

ARTICLE V. USE OF THE PREMISES

5.01. Grantee and Grantee's employees, contractors, and agents shall have the right to use the Premises for a right-of-way to construct, maintain, operate, inspect, repair, change the size of, relocate, and replace One (1) eighteen-inch (18") pipeline for the purpose of transporting gas (the "Improvements"). Grantee shall not change (i) the operation of the pipeline in any material respect or (ii) the category of products therein, without Grantor's written permission, such permission not to be unreasonably withheld. It shall not be unreasonable for Grantor to withhold its consent for reasons that include, but are not limited to, Grantee's request for: a change in the category of products to be transported that is more "sour" (with reference to hydrogen sulfide content), or that is more volatile, than the original product category to be transported as contemplated by the Agreement; or, a change to a category of products that includes any non-hydrocarbon substances. Also, it shall not be unreasonable for Grantor to (a) condition its consent on Grantee procuring and providing proof to Grantor of adequate insurance to protect the Premises and (b) charge fees for (i) additional pipelines, and (ii) changes in use operation, including but not limited to, a use separate and apart from the original use contemplated by the Agreement, e.g. fiber optics and reverse flow. Grantor agrees to grant or deny such permission within thirty (30) days following Grantee's request for a category use change, provided such request includes all information necessary for Grantor to make an informed decision

5.02. A. The Grantor and Grantee hereby acknowledge and agree that each shall have reciprocal rights of ingress and egress to and from the Premises across contiguous or adjacent Permanent School Fund land or land owned by Grantee, provided in the exercise of this right the Grantor and Grantee agree not to unreasonably interfere with the other party's (or that party's agents, assignees, or designees) use of its property. At its sole cost, risk, and expense, Grantee shall have the right of ingress and egress for the purposes authorized by Section 5.01 and such right is not granted for any other purpose. Grantee and the Grantor mutually agree to coordinate the use of contiguous or adjacent Permanent School Fund land or land owned by Grantee, respectively, and to exercise such right of use only to the extent and in the manner allowed by the respective interests of the parties in the subjects lands and for the length of time necessary to provide access to and from the Premises. Notwithstanding any other provisions to the contrary, no easement is created by this Section 5.02; instead, a license is granted to the parties and their respective officers, employees, agents and contractors for the limited purposes set forth herein.

B. Grantee acknowledges and agrees that the Grantor's right of ingress and egress described in Section 5.02.A. of this Agreement shall be and remain in effect as long as the Improvements and any other structure placed on the Premises by Grantee remain on the Premises, as necessary for the Grantor to confirm the removal (in whole or in part) of the Improvements, and/or until any claims of liability against Grantor arising in connection with the Improvements are finally resolved. Such right of ingress and egress shall survive the expiration or earlier termination of this Agreement, but only for so long as the Improvements remain on the Premises and/or any claims for liability have not been finally resolved.

5.03. A. Grantee's use of the Premises is subject to and contingent upon compliance with the following covenants, obligations and conditions (the "Special Conditions").

1. Grantee is responsible for maintaining all structures authorized under this contract in good repair and safe condition, and in compliance with all existing state and federal regulations governing such work.
2. If a leak occurs in a pipeline, Grantee shall take all immediate action to prevent further release, as comports with industry practice or complies with applicable regulatory requirements.
3. Grantee is required to perform mitigation and/or pay surface damage fees according to the Grantor's policy in effect at the time damages occur for any and all surface damages resulting from actions of Grantee's employees, contractors, and/or agents during the term of this easement. If mitigation is required Grantee will be notified in writing by the Grantor of the terms and conditions under which the mitigation shall be conducted. Such mitigation and/or payment of damage fees shall be performed in the manner and within the time frame specified in written notice provided by the Grantor to Grantee following said damages.
4. In light of the pipeline industry's indicated willingness to improve safety standards, as well as new regulations being promulgated by the Department of Transportation's Office of Pipeline Safety, and also the new federal pipeline health and safety legislation pending in the U. S. Congress, this easement is granted upon condition of applicant's specific compliance with all applicable federal, state and local statutes, rules and regulations, and generally accepted industry practices and standards presently in force and as amended in the future.
5. Pipeline crossings of natural, dredged, and other navigable waterways, whether tidally influenced or non-tidal, shall be marked in accordance with US DOT regulations, whether or not the pipeline crossings are under the jurisdiction of the US DOT.
6. Grantee is required to provide the Grantor an "as built" survey of the Improvements within one hundred eighty (180) days of contract execution. Grantee agrees to provide the documentation as described in Article III §3.02(iv) of this Agreement. Upon receipt and acceptance by the Grantor, the "as built" survey shall be attached to and become a part of this Agreement as Exhibit B-1. If it is determined that the Improvements are not actually located within the Premises as described in this Agreement, the Grantee shall, at the time of submission of the as built survey, provide written notice to Grantor of the discrepancy. The Grantor will then provide written notice to the Grantee of the amount of additional consideration, if any, due to the Grantor as a result of the discrepancy. Grantee agrees to pay the additional consideration within thirty (30) days of receipt of the written notice from Grantor. Failure to pay the additional consideration within the time specified will constitute an event of default under Article IX of this Agreement. Grantee acknowledges that Grantee's failure to submit the as built survey of the Improvements prior to execution of this Agreement has resulted in a waiver by Grantee of any claim to a reduction or refund of consideration tendered or to be tendered under this Agreement that may have resulted from any discrepancy.

B. Prior to any construction, installation, repair, or other activities on the Premises, Grantee shall provide written notice of all the terms of this Agreement relating to the particular activity to any contractor and/or agent involved in any such activity. On request, Grantee shall send a copy of such notice to the General Land Office, ATTN: Asset Inspection, 1700 N. Congress Avenue, Austin, Texas 78701-1495.

5.04. Grantor shall have the right to use or to permit the use of any or all of the Premises for any purpose deemed, in Grantor's sole discretion, not to be inconsistent with Grantee's easement grant. Grantor, its agents, representatives and employees shall have the right to enter upon the Premises at any reasonable time (or any time in case of emergency) for purposes of inspection, repair, and any other purpose necessary to protect Grantor's interests therein. Except in the event of an emergency, in which case no notice is required by Grantor, if Grantor reasonably believes that a repair is necessary to protect the health and safety of the public, the environment, or the value of Grantor's property, Grantor shall give Grantee reasonable prior written notice of the necessary repair. If Grantor gives such notice, and Grantee does not initiate immediate action to pursue to completion such repair with diligence, Grantor may, but shall not be obligated to, undertake that repair, all costs of which shall be immediately due and payable by Grantee on Grantor's demand. This Section 5.04 is for the sole purpose of providing a mechanism for Grantor to respond to a situation in which immediate action is required to protect the State and/or public interest and such immediate action has not been initiated by or on behalf of Grantee.

5.05. Grantee shall not use, or permit the use of the Premises for any illegal purpose. Grantee shall comply, and will cause its officers, employees, agents, contractors and invitees to comply, with all applicable laws, ordinances, rules, and regulations of governing agencies concerning use of the Premises.

5.06. Failure by Grantee to construct, maintain and operate the Improvements in accordance with this Article V may render such Improvements "unauthorized structures" as defined under TEX. NAT. RES. CODE ANN., §51.302 (Vernon) and subject them to sanctions provided therein.

ARTICLE VI. ASSIGNMENTS

6.01. A. Grantee shall not assign the premises or the rights granted herein, in whole or part, to any third party for any purpose without prior written consent of the Grantor, which consent may not be unreasonably withheld. For purposes of this Section 6.01 A, the phrase "third party" shall not include any subsidiary or affiliate in which Grantee owns, respectively, at least a majority percentage, or the largest plurality percentage, voting interest.

B. Grantee may assign this Agreement without Grantor's consent to (a) a parent entity, (b) any affiliate of Grantee controlled by the same parent entity, or (c) any subsidiary or affiliate in which Grantee owns, respectively, at least a majority percentage, or the largest plurality percentage, voting interest, provided that, in any of the foregoing events, (i) the resulting entity agrees in writing to assume and perform all of the terms and conditions of this Agreement, and (ii) Grantee provides notice to Grantor of any such assignment within thirty (30) days of such assignment. In the event of such assignment, it is understood and agreed by both Grantee and Grantor that the original Grantee remains liable to Grantor under all terms and provisions of the Agreement.

C. Any assignment which fails to comply with the foregoing provisions shall be void and of no effect.

D. This provision and the prohibition against unauthorized assignments contained herein shall survive expiration or earlier termination of this Agreement. For purposes of this Agreement, an assignment is any transfer, including by operation of law, to another of all or part of the property, interest or rights herein granted.

ARTICLE VII. PROTECTION OF NATURAL AND HISTORICAL RESOURCES

7.01. With regard to all activities authorized herein, Grantee shall use all reasonable best efforts to: (i) prevent pollution of air, ground, and water in and around the Premises, and (ii) to protect and preserve natural resources and



wildlife habitat. Grantee shall comply with all applicable rules and regulations of the General Land Office, the School Land Board, and other governmental agencies responsible for the protection and preservation of public lands and waters, natural resources, and wildlife habitat. In the event of a pipeline incident that is reportable to the U.S. Department of Transportation, the General Land Office, or the Railroad Commission of Texas (or any other applicable regulatory agency) that may result in pollution of the Premises or adjacent property, Grantee shall notify the Grantor immediately upon discovery of such incident, use all means reasonably available to recapture any pollutants which have escaped or may escape, and mitigate for any and all natural resource damages caused thereby.

7.02. GRANTEE IS HEREBY EXPRESSLY NOTIFIED OF THE NATIONAL HISTORICAL PRESERVATION ACT OF 1966, (PB-89-66, 80 STAT. 915, 16 U.S.C.A. SECTION 470, ET.SEQ.) AND THE ANTIQUITIES CODE, (TITLE 9, CHAPTER 191, TEX. NAT. RES. CODE ANN. [VERNON]). IN CONFORMANCE WITH THESE LAWS, IN THE EVENT THAT ANY SITE, FOUNDATION, BUILDING, STRUCTURE, LOCATION, OBJECT, ARTIFACT, ITEM OR OTHER FEATURE OF ARCHEOLOGICAL, SCIENTIFIC, EDUCATIONAL, CULTURAL OR HISTORIC INTEREST IS ENCOUNTERED DURING THE ACTIVITIES AUTHORIZED BY THIS EASEMENT, GRANTEE SHALL IMMEDIATELY CEASE ANY AND ALL ACTIVITIES, AND NOTIFY THE COMMISSIONER OF THE GENERAL LAND OFFICE AND THE TEXAS HISTORICAL COMMISSION, P.O. BOX 12276, AUSTIN, TEXAS 78711, SO THAT APPROPRIATE ACTION MAY BE UNDERTAKEN TO PROTECT OR RECOVER SUCH DISCOVERIES OR FINDINGS, AS APPROPRIATE. IN THE EVENT THAT GRANTEE IS REQUIRED TO CEASE ACTIVITIES, THE GRANTOR SHALL NOT BE LIABLE FOR ANY COSTS OF GRANTEE, GRANTEE'S AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS OR ANY OTHER PERSON OR ENTITY AS A RESULT OF ANY INTERRUPTION OF GRANTEE'S ACTIVITIES OR INABILITY TO USE THE PREMISES AS HEREIN CONTEMPLATED.

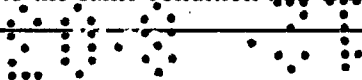
ARTICLE VIII. INDEMNITY

8.01. GRANTEE SHALL BE FULLY LIABLE AND RESPONSIBLE FOR ANY DAMAGE, OF ANY NATURE, ARISING OR RESULTING FROM OR ATTRIBUTABLE TO GRANTEE'S USE GRANTED HEREIN OR THE ACTS OR OMISSIONS OF GRANTEE, ITS AGENTS OR CONTRACTORS RELATED TO GRANTEE'S EXERCISE OF THE RIGHTS GRANTED HEREIN. GRANTEE AGREES TO AND SHALL INDEMNIFY AND HOLD THE GRANTOR, THE GRANTOR'S OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM AND AGAINST CLAIMS, SUIT, COSTS, LIABILITY OR DAMAGES OF ANY KIND, INCLUDING STRICT LIABILITY CLAIMS, COSTS OF COURT, ATTORNEY'S FEES AND COSTS OF INVESTIGATION OR EXPERTS, WITHOUT LIMIT AND WITHOUT REGARD TO CAUSE OF THE DAMAGE OR THE NEGLIGENCE OF ANY PARTY, (EXCEPT TO THE EXTENT OF THE PROPORTIONATE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE GRANTOR, THE GRANTOR'S OFFICERS, AGENTS, EMPLOYEES, OR CONTRACTORS) ARISING DIRECTLY OR INDIRECTLY FROM OR ATTRIBUTABLE TO GRANTEE'S USE OF THE PREMISES (INCLUDING ANY ADJACENT OR CONTIGUOUS LAND) OR FROM ANY BREACH BY GRANTEE OF THE TERMS, COVENANTS OR CONDITIONS CONTAINED HEREIN. THE PROVISIONS OF THIS SECTION SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

ARTICLE IX. DEFAULT, TERMINATION AND EXPIRATION

9.01 If, within thirty (30) days after receipt of written notice from the Grantor specifying an act of default or breach, Grantee fails to pay any money due hereunder or continues in breach of any term or condition of this Agreement, the Grantor shall have the right to terminate this Agreement and all rights inuring to Grantee herein. Should Grantee fail to cure the specified default or breach within the allowed thirty (30) day period, this Agreement shall be subject to termination, and upon such termination all rights granted herein to Grantee shall revert to the Grantor. Such termination shall not prejudice the rights of the Grantor to collect any money due or to seek recovery on any claim arising hereunder.

9.02. Except as otherwise provided by applicable law or rule and subject to obtaining necessary approval from state or federal agencies having applicable jurisdiction, or making best efforts to obtain such permits, Grantee shall, within one hundred twenty (120) days from the date of expiration or sooner termination of this Agreement, initiate removal of all personal property, structures, and the Improvements, and shall restore the Premises (and any other property affected by such removal activities) to the same condition that existed before Grantee entered thereon. Such removal



and restoration activities shall be coordinated with the General Land Office in accordance with guidelines in effect at the time of removal/restoration which may include, without limitation, specific removal techniques required for protection of natural resources and mitigation or payment in lieu of mitigation for any and all damages resulting from removal activities, all of which shall be in accordance with generally accepted current pipeline industry standards using available technology. Grantee shall notify the Grantor at least ten (10) days before commencing removal/restoration activities so that a General Land Office field inspector may be present.

ARTICLE X. NOTICE

10.01. Any notice which may or shall be given under the terms of this Agreement shall be in writing and shall be either delivered by hand, by facsimile, or sent by United States first class mail, adequate postage prepaid, if for the Grantor to Deputy Commissioner, Asset Inspection, addressed to his attention, 1700 North Congress Avenue, Austin, Texas 78701-1495, FAX: (512) 463-5304, and if for Grantee, to it at 5100 Westheimer, Suite 320, Houston, TX 77056-5511, and FAX: (713) 965-9156. Any party's address may be changed from time to time by such party by giving notice as provided above, except that the Premises may not be used by Grantee as the sole notice address. No change of address of either party shall be binding on the other party until notice of such change of address is given as herein provided.

10.02. For purposes of the calculation of various time periods referred to in this Agreement, notice delivered by hand shall be deemed received when delivered to the place for giving notice to a party referred to above. Notice mailed in the manner provided above shall be deemed completed upon the earlier to occur of (i) actual receipt as indicated on the signed return receipt, or (ii) three (3) days after posting as herein provided.

ARTICLE XI. INFORMATIONAL REQUIREMENTS

11.01. A. Grantee shall provide written notice to the Grantor of any change in Grantee's name, address, or legal status (from a corporate entity to a partnership, etc.) and any change to other information required by this Agreement within thirty (30) days of the effective date of the change.

B. Grantee shall provide to the Grantor any other information reasonably requested by the Grantor in writing within thirty (30) days following such request.

C. If any information required to be submitted within a certain time under the terms of this Agreement shall not be received by the Grantor on or before ten (10) days after the date when due, after notice to Grantee and opportunity to cure, then, at Grantor's discretion, Grantee may be required to pay the Grantor a "Late Charge" not to exceed One Hundred Dollars (\$100.00) for each day so past due until the date on which the information is received or the Agreement is terminated.

11.02. Except with regard to initial construction/installation of the Improvements and emergencies, prior to conducting any activities at the Premises which may materially impact natural resources in or around the Premises, Grantee shall provide written notice to the Grantor describing the proposed activities in detail and any procedures which will be used to protect natural resources. Such notice shall be provided by Grantee to the Grantor at least sixty (60) days prior to conducting re-burial activities, and at least thirty (30) days prior to conducting major repairs, modification, or other activities. Grantee acknowledges and agrees that the Grantor shall have at least twenty (20) days following receipt of the notice to review the proposed activities and to impose specific conditions for conducting such activities which, in the Grantor's sole determination, are necessary to protect natural resources or to mitigate for actual damages to natural resources. If the Grantor has not provided notice to Grantee within twenty (20) days following receipt of Grantee's notice, the Grantor is deemed to have approved, subject to the terms of this Agreement, the proposed activities to be conducted at the Premises. In case of emergencies, Grantee may undertake all actions necessary to prevent imminent injury or damage to public health, safety or welfare, and/or to protect natural resources, and Grantee shall undertake any such actions as are, in the pipeline industry, ordinary and commercially

reasonable responses to such emergencies. Within twenty-four (24) hours following such emergency actions, Grantee shall provide notice to the Grantor of such actions as hereinabove provided.

ARTICLE XII. MISCELLANEOUS PROVISIONS

12.01. With respect to terminology in this Agreement, each number (singular or plural) shall include all numbers, and each gender (male, female or neuter) shall include all genders. If any provision of this Agreement shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions of the Agreement, but such other provisions shall continue in full force and effect.

12.02. The titles of the Articles in this Agreement shall have no effect and shall neither limit nor amplify the provisions of the Agreement itself. This Agreement shall be binding upon and shall accrue to the benefit of the Grantor, its successors and assigns, Grantee, Grantee's successors and assigns (or heirs, executors, administrators and assigns, as the case may be); however, this clause does not constitute a consent by the Grantor to any assignment by Grantee, but instead refers only to those instances in which an assignment is hereafter made in strict compliance with Article VI above, or in the case of a deceased natural person grantee, refers to the instances previously referred to in this sentence and also circumstances in which title to Grantee's interest under this Agreement passes, after the demise of Grantee, pursuant to Grantee's will or the laws of intestate succession. The words "hereof," "herein," "hereunder," "hereinafter" and the like refer to this entire instrument, not just to the specific article, section or paragraph in which such words appear.

12.03. Neither tender nor acceptance of any sums payable hereunder nor failure by either party to complain of any action, non-action or default of the other shall constitute a waiver as to any breach of any covenant or condition contained herein nor a waiver of any of the rights hereunder. Waiver by the Grantor of any right for any default of Grantee shall not constitute a waiver of any right for either a prior or subsequent default of the same obligation or for any prior or subsequent default of any other obligation. No right or remedy of either party hereunder or covenant, duty or obligation hereunder shall be deemed waived by the other party unless such waiver be in writing, signed by a duly authorized representative of the party.

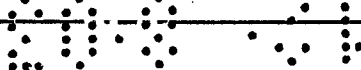
12.04. No provision of this Agreement shall be construed in such a way as to constitute the Grantor and Grantee joint venturers or co-partners or to make Grantee the agent of the Grantor or make the Grantor liable for the debts of Grantee.

12.05. In all instances where Grantee is required hereunder to pay any sum or do any act at a particular indicated time or within an indicated period, it is understood that time is of the essence.

12.06. The terms of this Agreement shall only be binding on the Grantor during the period of its ownership of the Premises, and in the event of the transfer of such ownership interest, the Grantor shall thereupon be released and discharged from all covenants and obligations thereafter accruing, but such covenants and obligations shall be binding during the Agreement term upon each new owner for the duration of such owner's ownership.

12.07. All monetary obligations of the Grantor and Grantee (including, without limitation, any monetary obligation for damages for any breach of the respective covenants, duties or obligations of either party hereunder) are performable exclusively in Austin, Travis County, Texas.

12.08. The obligation of Grantee to pay all Consideration and other sums hereunder provided to be paid by Grantee and the obligation of Grantee to perform Grantee's other covenants and duties under this Agreement constitute independent, unconditional obligations to be performed at all times provided for hereunder, save and except only when an abatement thereof or reduction therein is expressly provided for in this Agreement and not otherwise. Grantee waives and relinquishes all rights which Grantee might have to claim any nature of lien against, or withhold or deduct from or offset against, any Consideration or other sums provided hereunder to be paid to the Grantor by Grantee. Grantee waives and relinquishes any right to assert, either as a claim or as a defense, that the Grantor is



bound to perform or is liable for the nonperformance of any implied covenant or implied duty of the Grantor not expressly set forth in this Agreement.

12.09. Subject in all respects to Section 12.01 of this Agreement, this Agreement is and shall be subject to any applicable federal or state law, rule, order, or regulation presently or hereafter enacted or adopted to the extent, but only to the extent, that such law, rule, order, or regulation preempts or supersedes Grantor's authority to issue this Agreement or to require any particular obligation of Grantee, provided, however, that in the event of a conflict between any provision of this Agreement and any administrative rule promulgated by the General Land Office and/or the School Land Board, this Agreement shall control.

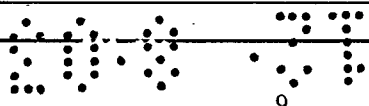
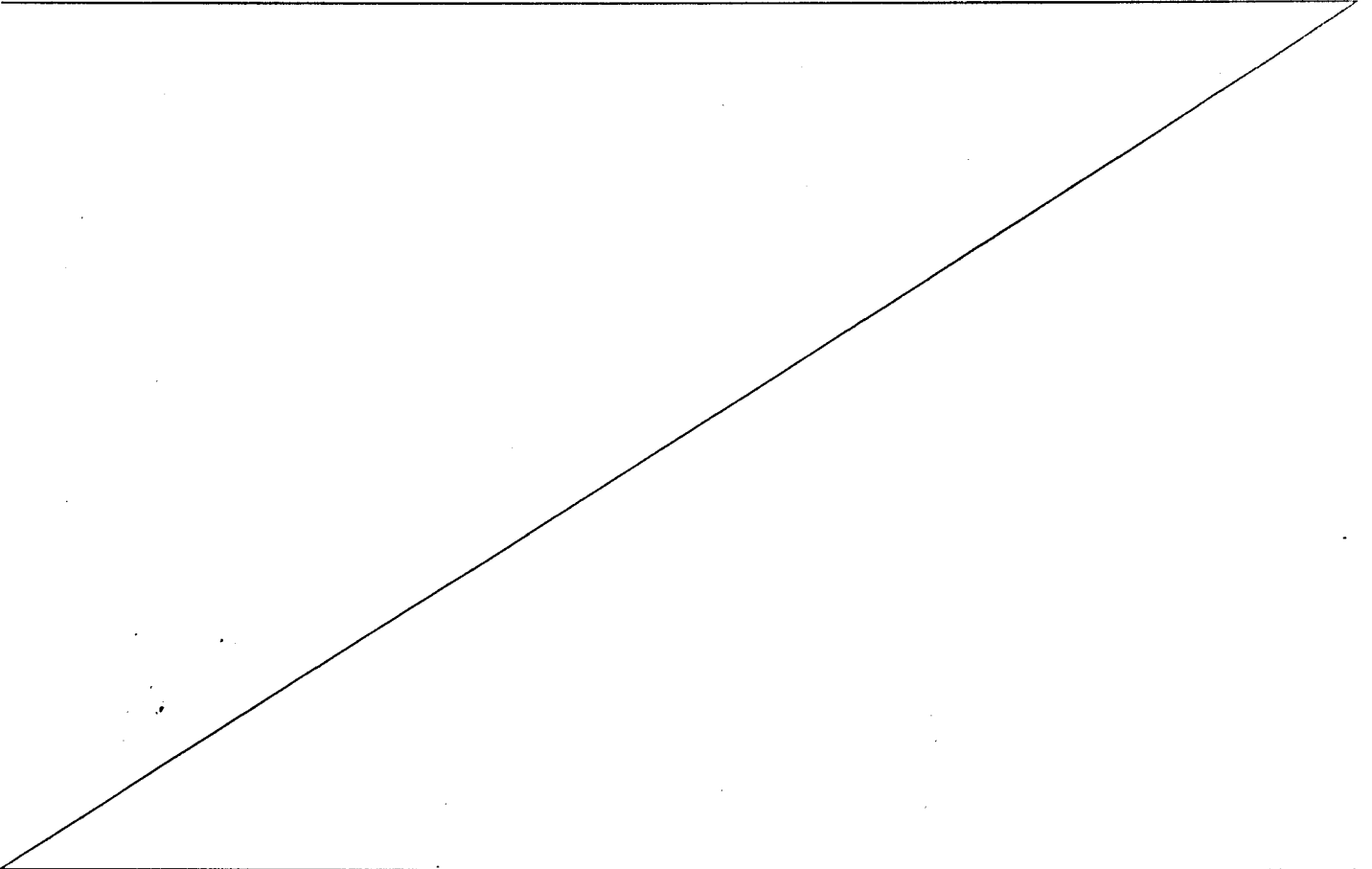
ARTICLE XIII. RECORDING

13.01. Grantee shall, at its sole cost and expense, record this Agreement in the Hill and Bosque Counties Real Property Records and provide a file marked copy to the Grantor within 60 days after the recorded original of this Agreement is returned by the county clerk responsible for such records.

ARTICLE XIV. ENTIRE AGREEMENT

14.01. This instrument, including exhibits, constitutes the entire agreement between the Grantor and Grantee and no prior written, or prior or contemporaneous oral promises, warranties or representations shall be binding. This Agreement shall not be amended, changed, altered, or extended except by written instrument signed by all parties hereto.

14.02. This Agreement shall become effective only upon execution by all parties hereto and delivery of a fully executed counterpart to each party.



IN TESTIMONY WHEREOF, witness our hands and the seal of the General Land Office.

GRANTOR: THE STATE OF TEXAS

GRANTEE: MARKWEST PNG UTILITY, L.P.
By: MarkWest Texas GP, L.L.C.,
its general partner

By: Jerry E. Patterson
JERRY E. PATTERSON
Commissioner, General Land Office

By: William G. Janacek
William G. Janacek
(Printed Name)

Title: Senior Vice President

Date: 11/5/2003

Date: October 28, 2003

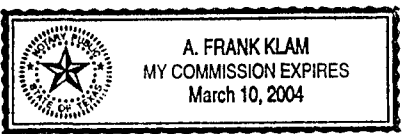
APPROVED:

Contents: KED
Legal: KED
Deputy: BT
Executive: JH

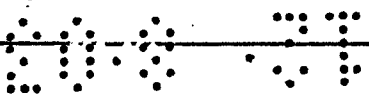
ACKNOWLEDGMENT

STATE OF Texas §
COUNTY OF Harris §

This instrument was acknowledged before me on the 28th day of October, 2003,
by William G. Janacek, Senior Vice President of
(Title)
MarkWest Texas GP, L.L.C., a Texas limited liability company, as General Partner of
(Company Name) (State)
MarkWest PNG Utility, L.P., a Texas limited partnership, on behalf of said partnership.
(Business entity type) (Business entity type)



A. Frank Klam
Notary Public, State of Texas
My commission expires: 3-10-04

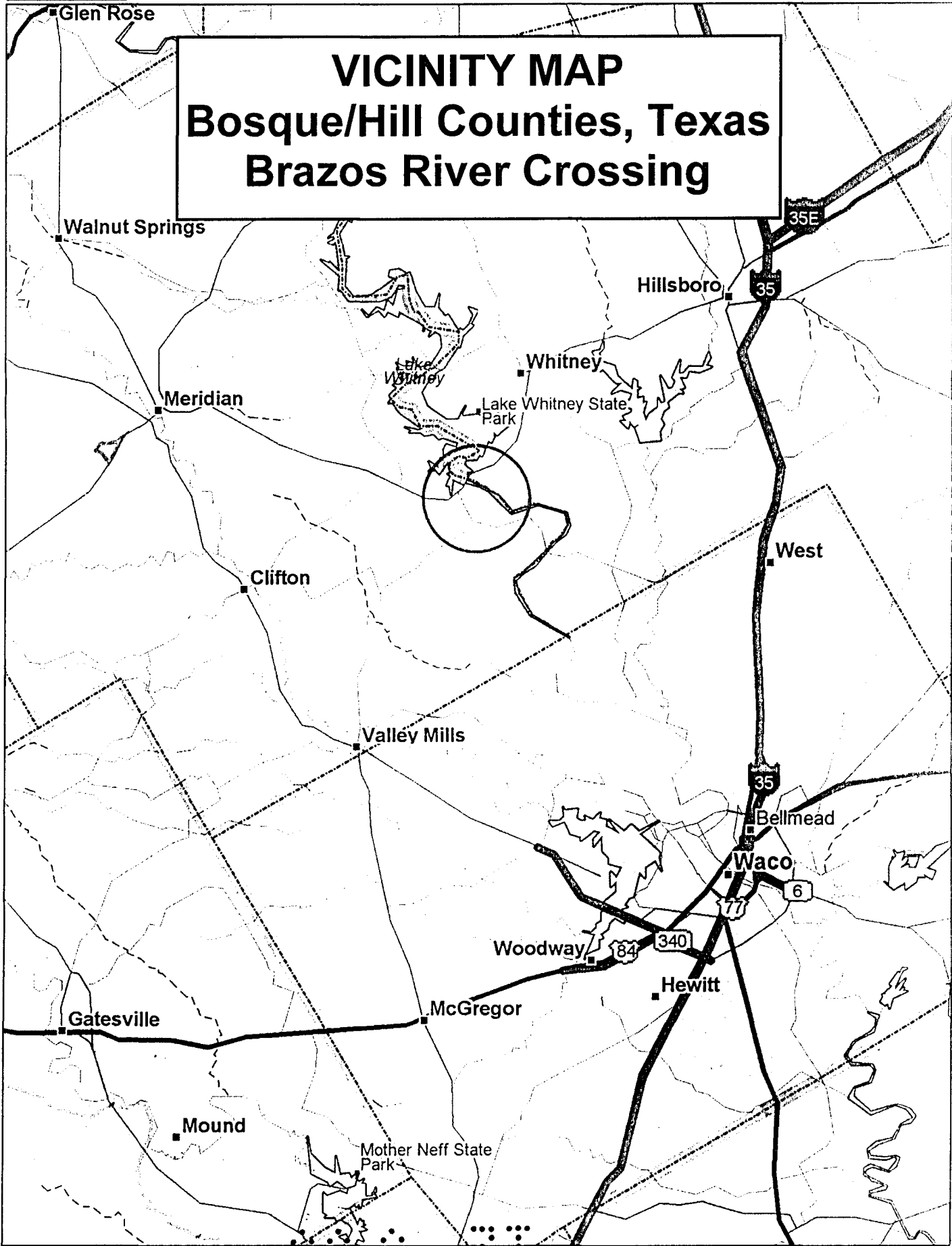




VICINITY MAP

Bosque/Hill Counties, Texas

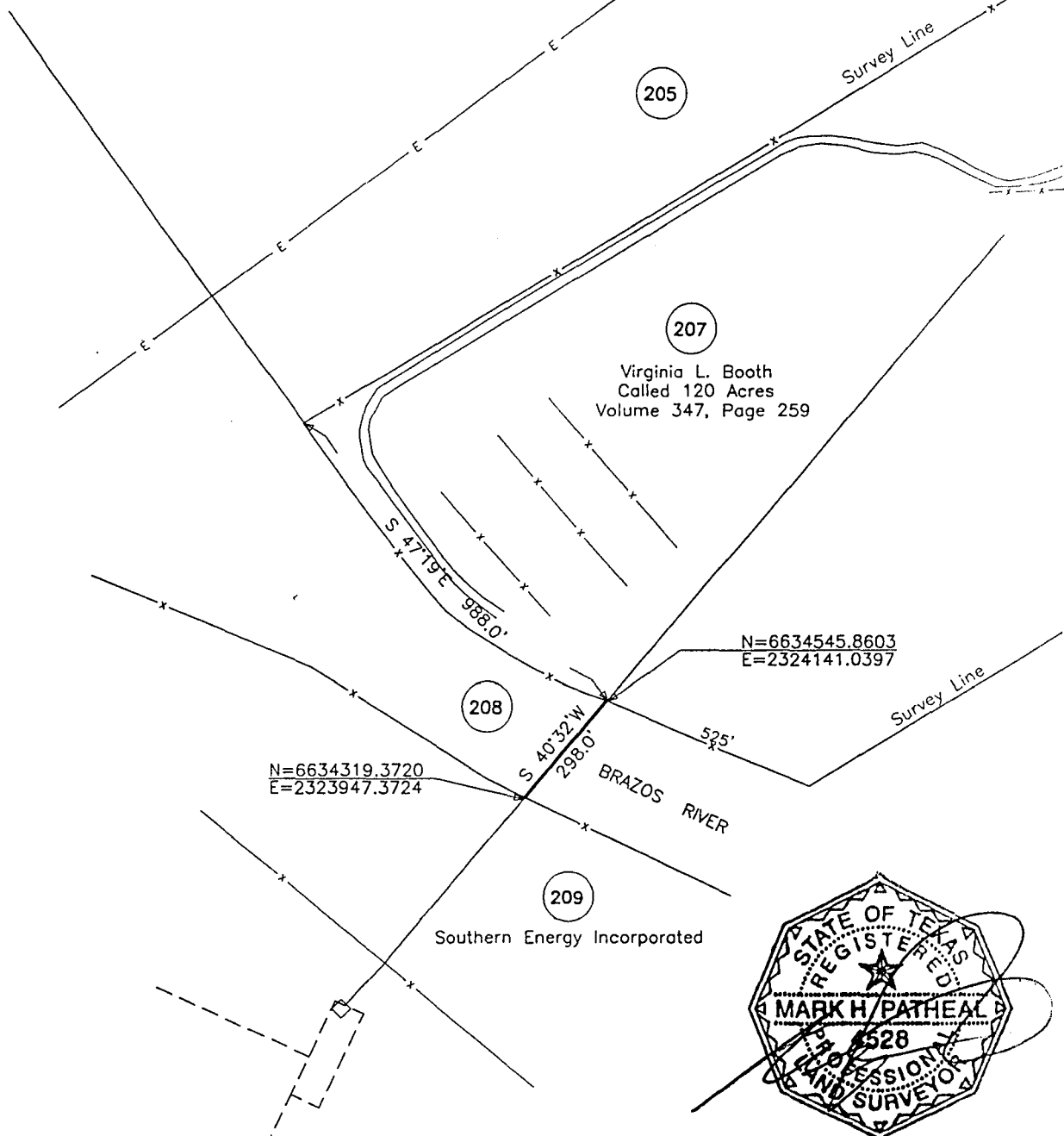
Brazos River Crossing



HILL COUNTY, TEXAS
ELISHA H. DENNIS SURVEY, A-246

VOL 0550 PG 0465

Scale: 1" = 400'



BOSQUE COUNTY, TEXAS
BLASS LASALLE SURVEY, A - 487

LEGEND

- Barbed Wire Fence — X —
- Chain Link Fence — O —
- Wood Fence — □ —
- Telephone Line — T —
- Powerline — E —
- Centerline — — —
- Pipeline — // —

BEARING BASIS: Grid Bearings, Texas State Plane Coordinate System, North Central Zone, NAD 83.

Surveying & Mapping By ARK-LA-TEX SURVEYING CO., INC. 315 N. Alamo Marshall, Texas (903) 938-0939		PREPARED FOR: MARK WEST PINNACLE
Scale: 1" = 400' Date: 09/25/03	Drawn By: GLW Surveyed By: DWS	EXHIBIT B Page 1 of 2
Job No.: 22066 File No.: PNG-14B		

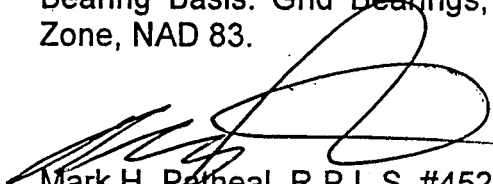
**FIELD NOTES
TRACT 208
BRAZOS RIVER**

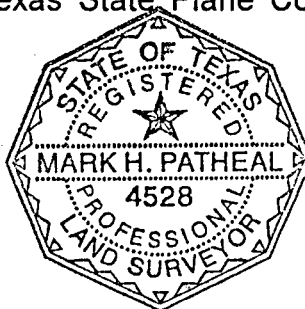
Being a 20 foot wide permanent easement crossing the State of Texas owned Brazos River, lying between the ELISHA H. DENNIS SURVEY, A-246, HILL COUNTY, TEXAS and the BLASS LASALLE SURVEY, A-487, BOSQUE COUNTY, TEXAS, said easement being more particularly described as follows:

Beginning at a point in a fence on the top of the bank on the Northeast side of the Brazos River, same being on the Southwest line of that certain called 120 acre tract described in deed to Virginia L. Booth, and recorded in Volume 347, Page 259 of the Hill County Deed Records, said point bears South 47°19' East – 988.0 feet from a fence corner post at the occupied Westernmost corner of said called 120 acre tract, said beginning point having Texas State Plane Coordinates of N=6634545.8603 E=2324141.0397;

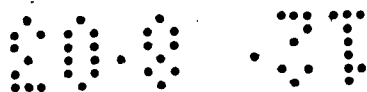
Thence South 40°32' West, crossing said Brazos River, 298.0 feet to a point in a fence on the top of bank on the Southwest side of said Brazos River, same being on the occupied North line of the Southern Energy Incorporated tract for the end of the herein described easement, containing 0.14 acre of land, more or less.

Bearing Basis: Grid Bearings, Texas State Plane Coordinate System, North Central Zone, NAD 83.


Mark H. Patheal, R.P.L.S. #4528



Job# 22065



Instructions for Preparing Exhibits for the following General Land Office Applications:

Miscellaneous Easements (Pipeline)

Maps (or plats) showing the location of proposed and as-built projects on state-owned lands are required as part of the General Land Office (GLO) application process. The following instructions are to be followed when applying for new work (proposed project), or for reporting as-built conditions for a previously approved project, when the activity is a **Miscellaneous Easement (Pipeline)** on state land.

The information specified below represents minimum requirements of the GLO and additional information may be requested on a project-by-project basis to facilitate a full evaluation of the proposed activity.

The information should be submitted along with the required application form and processing fees. Each map or plat must conform to the specifications contained herein. An application is not considered complete, and processing of the application will not be initiated, until all information requested has been submitted and GLO staff has determined that it is adequate.

NOTE: Surveys and survey plats required by other entities, Federal, State, County and/or City, are PERMISSIBLE and USABLE for GLO applications provided they meet the following requirements.

A. GENERAL INSTRUCTIONS for ALL APPLICATIONS:

1. Each map or plat should be 8-1/2" X 11".
2. A one-inch margin should be left at the top edge of each sheet for binding purposes.
3. Any shading used to identify specific areas must be reproducible by ordinary copy machines.
4. Each map or plat submitted must have a title block identifying, at a minimum: (a) applicant name; (b) applicant address; (c) project name; (d) date of preparation; (e) name of preparer, and (d) project location as follows:
 - (1) if on state-owned uplands, then provide county, survey name (original grantee) and, as applicable, survey or section number, block number, township number, subdivision name, lot or tract number, and abstract number;
 - (2) if on submerged land, then provide county, waterbody name, and state tract number;
5. The scale for each map or plat must be clearly indicated both digitally and by graphic scale.
6. Vicinity Maps -- Exhibit A for each project application must be a Vicinity Map showing the general location of the proposed work. The Vicinity Map must be produced using either a U.S.G.S. 7.5 minute Topographic Map, a Texas Department of Transportation County Road Map, or navigation chart as its base layer. The project location should be indicated by a prominent arrow on the map. An 8 1/2" X 11" Xerox copy from the original Topo, county map, or navigation chart showing the project location is sufficient. It is not necessary to submit the entire Topo or county map, so long as the map is appropriately identified as to the origin of the base information (e.g., name, and date of base map information used). This is most easily accomplished by copying the legend of the base map and making it part of the Vicinity Map.
7. Project Site Map -- Exhibit B for each project application should be a Project Site Map (in Survey Plat format) which provides specific project location information. The Project Site Map should be produced at sufficient scale and detail to enable field inspectors to locate the project on the ground with minimal difficulty. Demographic features such as road numbers, stream names, railroad crossings, corporate city limits, and other prominent locative features should be included on the Project Site Map. The project location should be indicated by a prominent arrow on the map and a North arrow must be provided. Annotation may be



VOL 0550 PG 0468

included on the map regarding distance of the project from known points (e.g., highway intersections, road stream crossings, etc.). Additional guidance for preparing Project Site Maps is provided in Section B of this document.

8. Detailed Project Plan -- Exhibit C for each project application should be a Detailed Project Plan, consisting of an aerial plan-view drawing and a cross-sectional drawing of all proposed or existing structures on state-owned lands at the project site.

Page 1 of the Detailed Project Plan should contain, at a minimum:

- a. Location of the shoreline or banks if the project is on or adjacent to tidally influenced waters or crosses a state-owned river, stream, creek, or bayou.
- b. The direction of ebb and flow if in or adjacent to tidal waters, or the direction of water flow if the project crosses a river, creek, stream, or bayou.
- c. A North arrow.
- d. The location of state tract lines (on tidally influenced lands), survey lines, or property lines, as applicable.
- e. The location of any marshes, submerged grass flats, oyster reefs, mud or sand flats, or other sensitive natural/cultural resources known to exist in the project area.
- f. The lines of mean high water and mean low water when applicable.
- g. The Detailed Project Plan cross-sectional drawing must include notation as to the outside diameter (OD) of all pipelines covered by the easement, and the relationship of the pipeline(s) to any other pipeline(s) in the immediate vicinity.
- h. The registration, easement, or lease numbers for any structures at the site previously authorized by the GLO (available from GLO field offices upon request).
- i. Any applicable Corps of Engineers application numbers covering the proposed work, as soon as that application number is available, but, in any event, prior to issuance of the easement.

Page 2 of the Detailed Project Plan should contain, as applicable, an explanation of construction methodology, techniques, and equipment that will be used at the site.

9. As-Built Survey -- A survey showing the depth of burial must be furnished for all projects on state-owned tidally influenced lands (Gulf of Mexico, bays, estuaries, etc.), crossings of state-owned rivers/streams/creeks/bayous. The survey shall show plan view only for projects on state-owned upland tracts. Failure to provide this information is, by terms of the state contract, grounds for termination of the easement and removal of the structure from state-owned land.

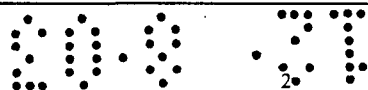
New Pipeline Installations: Each application for installation of a new pipeline must include with the application a profile drawing showing the proposed depth of burial at not fewer than 36" below the surface.

GLO will issue an easement using the proposed ROW and depth of burial information. Following installation of the pipeline, however, the applicant is required by terms of the GLO contract to provide a survey of actual burial depth measurements for that portion of the ROW length occupying state-owned land. The spacing between depth-of-burial measurement points is a function of the length of ROW. If the easement length is less than 500 feet, the depth of cover of the structure and waterway bottom elevation shall be determined at intervals not to exceed 50 feet. If the easement length is greater than 500 feet but less than 5,000 feet the interval between measurement points shall be 100 feet. Easements greater than 5,000 feet in length shall be surveyed at 250-foot intervals.

All work shall be performed under the supervision of and sealed by a registered public land surveyor. All submitted drawings must be sealed by the supervising registered public land surveyor. All elevations must be referenced to a common datum (Mean Sea Level, National Geodetic Vertical Datum, Mean Low Water, etc.) and grid coordinates must reference Texas State Plane coordinate System of 1927 or 1983. The accuracy of the waterway bottom and pipeline elevations shall be +/- one-half (.5') foot for the waterway bottom and +/- one-half (0.5') foot for depth of burial less than or equal to 10 feet and +/- fifteen (15%) percent for depth of burial greater than ten (10) feet. Manual probing and electronic means (both active and passive) of survey type shall be acceptable for depth of burial determinations.

Existing Pipelines: At time of renewal of a contract for an existing underground pipeline easement, provide the data as required under Section 3.02.(iv) of this easement contract.

CERTIFICATION BY A TEXAS REGISTERED PUBLIC LAND SURVEYOR IS REQUIRED ON ALL OF THE FOLLOWING WITH THE EXCEPTION OF DIRECTIONALLY DRILLED WELL BORE LOGS .



VOL 0550 PG 0469

B. SPECIFIC INSTRUCTIONS:

Maps or Survey Plats to be submitted as the Project Site Map and/or the Detailed Project Plan (see A7 and 8 above) must contain the information described below.

Upland survey data should be reported to normal boundary land surveying minimum standards. Offshore or submerged sites shall be located to a specified accuracy of +/- 5 feet of any reported location.

1. Projects located on Tidally Influenced State-owned lands (Including the Gulf of Mexico, bay tracts, and the tidally influenced portions of rivers, creeks, streams, and bayous):

Coordinates must be provided at the beginning and ending points of the ROW's centerline, or on the principal point or points of tracts described by other means (directional well bores, etc.). These coordinates must be based on the Texas State Plane Coordinate System of 1927 or 1983. Courses and distances must be specified as either grid or geodetic for all centerlines and perimeter lines, and ties must be made from specific improvements (e.g., well heads, platforms, pilings, etc.) to a corner or corners of the lease or easement tract. All submerged state land tracts crossed by any part of the ROW must be shown and identified, and the points of each ROW crossing of a state-tract boundary identified in the Texas State Plane Coordinate System of 1927 or 1983. The distance between crossings of a state-tract boundary must be indicated in both feet and rods on the plat.

As-built plats (and confirmation surveys at time of renewal) must give bearing and distance between angle points along the easement route. In the event no angle points exist along the course of the ROW, the plat shall provide a minimum of one identified point for each 1,000 feet of ROW length. A ROW less than 1,000 feet long but greater than 500 feet in length requires one mid-point to be identified on the survey plat.

2. Projects Across State-owned Upland Property, or the state-owned portion of a river, creek, stream, or bayou above the limit of tidal influence:

a. Upland Tract (State Fee Lands):

For new project applications, information provided for projects on state-owned upland tracts shall include the beginning and end points of the easement centerline, identified by coordinates on the Texas State Plane Coordinate System of 1927 or 1983, and shall include course and distance of all segments of the proposed easement centerline. Course and distance from one end of the easement to the nearest survey corner or subdivision survey corner shall be included, along with the survey name (original grantee), and as applicable, survey or section number, block number, township number, subdivision name, lot or tract number, and abstract number of all surveys abutting the easement.

At completion of construction, or at time of renewal, an as-built plat or confirmation survey (which ever is applicable) must be submitted. This plat must give bearing and distance between angle points along the easement route. In the event no angle points exist along the course of the easement route, the plat shall provide a minimum of one identified point for each 1,000 feet of length. For easement routes fewer than 1,000 feet long but greater than 500 feet, one mid-point shall be identified on the survey plat.

b. Crossing the State-owned portion of a river, creek, stream, or bayou above the limit of tidal influence.

Information provided for projects crossing non-tidal state-owned rivers, creeks, streams, or bayous shall include an identification of the stream or water body by local and any other names known (historic, from topographic or other maps, etc.). In addition, the beginning and end points of the easement centerline, identified by coordinates on the Texas State Plane Coordinate System of 1927 or 1983, and shall include course and distance of all segments of the easement centerline. Course and distance from one end of the easement to the nearest survey corner or subdivision survey corner shall be included, along with a cross section or profile of the crossing between the top of the high banks, survey name (original grantee), and as applicable, survey or section number, block number, township number, subdivision name, lot or tract number, and abstract number of all surveys abutting the easement.



10333

FILED
AT 8:10 O'CLOCK A M
ON THE 17 DAY OF NOV
A.D., 20 03

STATE OF TEXAS
COUNTY OF HILL

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Public Records of Hill County, Texas.



Ruth Pelham

County Clerk, Hill County, Texas

Ruth Pelham
COUNTY CLERK, HILL CO. TEXAS

BY J. Y. Hilton DEPUTY

RECORDED 11-17-03

BY Sue McClure
DEPUTY

A. Frank Klam
8309 Cedarbrake
Houston, Tx 77055

CLERK'S NOTICE: ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE, IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

FILED
AT 10:05 O'CLOCK A M
ON THE 26 DAY OF Nov
A.D., 20 03

STATE OF TEXAS
COUNTY OF BOSQUE

5512

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Records of Bosque County, Texas.



Betty Outlaw

County Clerk, Bosque County, Texas

Betty Outlaw
COUNTY CLERK, BOSQUE CO., TEXAS

VOL. 530 PAGE 454

BY L. Nelson
DEPUTY

RECORDED 12-01-03



#12

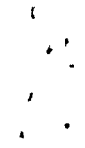
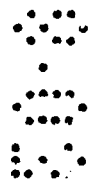
File No. MF20040008

Recorded date

Date Filed: 12-12-03

Jerry E. Patterson, Commissioner

By ly





CERTIFICATE OF LIABILITY INSURANCE

6/1/2014

DATE (MM/DD/YYYY)
5/30/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES, LLC 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Pacific Indemnity Company		20346
INSURED Eagle Ford Midstream, LP 1345817 5847 San Felipe Suite 1910 Houston TX 77057	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	


COVERAGES **CERTIFICATE NUMBER: 12126907** **REVISION NUMBER: XXXXXXXX**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	N	3597-16-03	6/1/2013	6/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	UMBRELLA LIAB EXCESS LIAB			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	NOT APPLICABLE			WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Easement No. ME20120191. The General Liability policy includes a blanket automatic additional insured endorsement [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

CERTIFICATE HOLDER 12126907 General Land Office ATTN: Asset Inspection 1700 N. Congress Avenue Austin TX 78701-1495	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

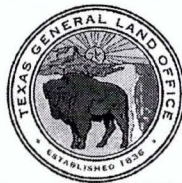
#13
File No. ME 20120191
Liability Ins.

Date JUN 13 2013 Filed

By RDC

07013

State of Texas
Texas General Land Office
Application for State Land Use Lease
Miscellaneous Easement/Right-of-Way - Renewal,
Assignment, or Amendment



Easement No. ME20040008

Grantee/Official Company Name/Applicant

Company, Partnership, Individual or Trust Name

MARKWEST PNG UTILITY, L.L.C.

Authorized Agent Company Contact

Individual, Company, Partnership or Consultant Information

MarkWest PNG Utility, L.L.C.

Agent/Company Contact

(Title, First Name, Last Name, Salutation)

Send contracts to Agent/
Company Contact

Mrs. Merry Jayne

Stiger-Keller

Work # +1 (918) 477-8022

Mobile #

Street Address 2448 E 81st Street, Suite 5400

City Tulsa

State OK

Zip Code 74137-4324

Country US

Email mstiger@markwest.com

Street Address 2448 E 81ST STREET, SUITE 5400

City TULSA

State OK

Zip Code 74137-4324

Work # +1 (918) 477-8022

Fax #

+1 (918) 477-8020

Country US

Website WWW.Markwest.com

Email mstiger@markwest.com

**** Please Note: For Oil and Gas-Related Pipelines ONLY
there is the option for a 10 year or 20 year term****

Select Term

10 Year Term

20 Year Term

Operator MarkWest PNG Utility, L.L.C.

Operator Contact Chris Hancock

Operator Phone Number +1 (254) 707-1322

Email chancock@markwest.com

RRC T-4 # (Copy of permit if available) 05827

Last Safety Evaluation # (if available)

System Name Lake Whitney

Year Built 1999

Interstate

Intrastate

Is the area Pooled/Unitized?

Yes

No

Is the pipeline operating and used for
the original purpose stated in original
contract?

Yes

No

If no, what is the purpose
or is the line inactive?

[Empty box for purpose of inactivity]

Type of Business and State of Incorporation of Grantee

Type of Business Limited Liability Company

If LP, Name Of GP

State of Incorporation

Texas

Tax Id #

Please note what is being amended and if this for an
assignment, **you must include the GLO Easement
Numbers on the Bill of Sale.** List the easement numbers
being assigned here as well or use this section to include any
additional information:

[Empty box for additional information]

For assignments, the assignor and assignee must each fill out and
submit an application. Also, send one copy of the executed Bill of Sale
either by attaching it to the email that is created when you click the
"Submit by Email" button or by mailing it to the Texas General Land Office
c/o Right-of-Way Dept., PO Box 12873, Austin TX 78711-2873. We will
issue an assignment contract for all parties to sign once we receive all
requested information. Fees are located at the bottom of the next page.

Signature of Applicant/Agent

Merry Jayne Stiger-Keller

Name (please print or type)

Jul 23, 2013

Date

Submit by Email

From: Merry Jayne Stiger <MerryJayne.Stiger@markwest.com>
To: "glenn.rosenbaum@glo.texas.gov" <glenn.rosenbaum@glo.texas.gov>
Date: 7/23/2013 4:58 PM
Subject: #ME20040008 - MarkWest PNG Utility, L.L.C. Renewal for Easement 18" Pipeline Brazos River Crossing
Attachments: 201307231625.pdf

Hi Glenn,

Please see attached application for renewal of an 18" Pipeline crossing Brazos River in Hill & Bosque Counties. Also, included is the Certificate of Conversion where MarkWest PNG Utility changed from L.P. to L.L.C.

Please let me know if you need any other information to complete and process the application.

Thank you,

Merry Jayne Stiger-Keller
Right of Way/Land, SWBU
MarkWest Energy, L.P.
2448 E. 81st Street, Suite 5400
Tulsa, OK 74120
Direct: 918-477-8022
email: mstiger@markwest.com

-----Original Message-----

From: Ricoh@markwest.com [mailto:RicoH@markwest.com]
Sent: Tuesday, July 23, 2013 4:26 PM
To: Merry Jayne Stiger
Subject: Message from "MarkWest-52nd-Floor"

This E-mail was sent from "MarkWest-52nd-Floor" (Aficio MP C4502).

Scan Date: 07.23.2013 16:25:45 (-0500)
Queries to: Ricoh@markwest.com

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Phil Wilson
Secretary of State

Office of the Secretary of State

CERTIFICATE OF CONVERSION

The undersigned, as Secretary of State of Texas, hereby certifies that a filing instrument for

MarkWest PNG Utility L.P.
File Number: [REDACTED]

Converting it to

MarkWest PNG Utility, L.L.C.
File Number: [REDACTED]

has been received in this office and has been found to conform to law. ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing the acceptance and filing of the conversion on the date shown below.

Dated: 02/12/2008

Effective: 02/12/2008



A handwritten signature in cursive script that reads "Phil Wilson".

Phil Wilson
Secretary of State

Phone: (512) 463-5555
Prepared by: Lisa Sartin

Come visit us on the internet at <http://www.sos.state.tx.us/>
Fax: (512) 463-5709
TID: 10340

Dial: 7-1-1 for Relay Services
Document: 203424540002

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Phil Wilson
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING OF

MarkWest PNG Utility, L.L.C.
File Number: [REDACTED]

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 02/12/2008

Effective: 02/12/2008



A handwritten signature in cursive script that reads "Phil Wilson".

Phil Wilson
Secretary of State

Phone: (512) 463-5555
Prepared by: Lisa Sartin

Come visit us on the internet at <http://www.sos.state.tx.us/>
Fax: (512) 463-5709
TID: 10306

Dial: 7-1-1 for Relay Services
Document: 203425450001

CERTIFICATE OF CONVERSION
of
MarkWest PNG Utility L.P.
(a Texas limited partnership)
to
MarkWest PNG Utility, L.L.C.
(a Texas limited liability company)

FILED
In the Office of the
Secretary of State of Texas
FEB 12 2008
Corporations Section

The undersigned, the authorized representative of MarkWest PNG Utility L.P., for the purpose of converting MarkWest PNG Utility L.P. to a limited liability company having the name of MarkWest PNG Utility, L.L.C. under the provisions and subject to the requirements of the State of Texas and in particular Section 2.15 of the Texas Revised Limited Partnership Act, hereby certifies that:

- 1) The name of the converting limited partnership is MarkWest PNG Utility L.P.
- 2) The jurisdiction in which MarkWest PNG Utility L.P. was formed is Texas.
- 3) The date of formation of MarkWest PNG Utility L.P. is March 11, 2003.
- 4) The name of the limited liability company into which MarkWest PNG Utility L.P. is being converted is "MarkWest PNG Utility, L.L.C."
- 5) The Plan of Conversion pursuant to which MarkWest PNG Utility L.P. will be converted to a limited liability company is attached hereto.
- 6) The certificate of formation of MarkWest PNG Utility, L.L.C. is attached to the Plan of Conversion.
- 7) The approval of the Plan of Conversion was duly authorized by all action required by the laws under which MarkWest PNG Utility L.P. was organized and by its constituent documents.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Conversion this 8th day of February, 2008.

By: Andrew L. Schroeder
Andrew L. Schroeder

Vice President and Treasurer of MarkWest Energy GP, L.L.C., General Partner of MarkWest Energy Partners, L.P., Managing Member of MarkWest Energy Operating Company, L.L.C., Managing Member of MarkWest Texas GP, L.L.C.

PLAN OF CONVERSION

THIS PLAN OF CONVERSION (this "Plan of Conversion") is hereby effective as of this 28 day of February, 2008, to evidence and establish the terms and conditions of the Conversion (as more fully defined hereinafter) of MarkWest PNG Utility L.P., a Texas limited partnership (the "Converting Entity"), into, MarkWest PNG Utility, L.L.C., a Texas limited liability company (the "Converted Entity"), pursuant to Section 2.15 of the Texas Revised Limited Partnership Act.

1. The Converting Entity is a limited partnership duly organized and validly existing under the laws of the State of Texas.
2. The Converted Entity will be a limited liability company duly organized under the laws of the State of Texas.
3. The Conversion and the Certificate of Formation of the Converted Entity have been approved by each general partner and each limited partner of the Converting Entity by unanimous written consent dated February 9, 2008.
4. Effective as of the filing of the Certificate of Conversion and the Certificate of Formation, attached hereto as Exhibit A, with the State of Texas or as soon as practicable thereafter (the "Effective Date"), the Converting Entity shall be converted into the Converted Entity (the "Conversion") and continue in existence in the form of a limited liability company organized under the laws of the State of Texas.
5. The initial member(s) of the Converted Entity shall be MarkWest Texas GP, L.L.C. and MW Texas Limited, L.L.C.
6. Upon the Effective Date, all of the partnership interests in the Converting Entity shall by virtue of the conversion automatically be converted to membership interests in the Converted Entity on a one to one basis, such that the ownership percentage of each partner in the Converting Entity shall be identical to the ownership percentage of each member in the Converted Entity.
7. Hogan & Hartson, LLP shall be authorized to execute and file on behalf of the Converting Entity and the Converted Entity any and all instruments and documents as may be necessary or appropriate, in their judgment, to effect the Conversion, and all such actions are hereby authorized and approved.

IN WITNESS WHEREOF, this Plan of Conversion is hereby executed as of the date first set forth above.

MarkWest PNG Utility L.P

By: MarkWest Texas GP, L.L.C., its General Partner

By: MarkWest Energy Operating Company, L.L.C., its Managing Member

By: MarkWest Energy Partners L.P. its Managing Member

By: MarkWest Energy GP, L.L.C., its General Partner

By: *Andrew L. Schroeder*
Andrew L. Schroeder
Vice President and Treasurer

Form 205
(Revised 01/06)

Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512 463-5709
Filing Fee: \$300



**Certificate of Formation
Limited Liability Company**

This space reserved for office use.
FILED
In the Office of the
Secretary of State of Texas

FEB 12 2008

Corporations Section

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

MarkWest PNG Utility, L.L.C.

The name must contain the words "limited liability company," "limited company," or an abbreviation of one of these phrases.

Article 2 - Registered Agent and Registered Office

(Select and complete either A or B and complete C)

A. The initial registered agent is an organization (cannot be entity named above) by the name of:

Capitol Corporate Services, Inc.

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

First Name M.I. Last Name Suffix

C. The business address of the registered agent and the registered office address is:

800 Brazos, Suite 400 Austin TX 78701
Street Address City State Zip Code

Article 3 - Governing Authority

(Select and complete either A or B and provide the name and address of each governing person.)

A. The limited liability company will have managers. The name and address of each initial manager are set forth below.

B. The limited liability company will not have managers. The company will be governed by its members, and the name and address of each initial member are set forth below.

NAME OF GOVERNING PERSON (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

First Name M.I. Last Name Suffix

OR

IF ORGANIZATION

MARKWEST ENERGY OPERATING COMPANY, L.L.C.

Organization Name

ADDRESS OF GOVERNING PERSON

1515 Arapahoe Street, Tower 2 - Suite 700 Denver CO US 80202
Street or Mailing Address City State Country Zip Code

NAME OF GOVERNING PERSON (Enter the name of either an individual or an organization, but not both.)				
IF INDIVIDUAL				
First Name	M.I.	Last Name	Suffix	
OR				
IF ORGANIZATION				
Organization Name				
ADDRESS OF GOVERNING PERSON				
Street or Mailing Address	City	State	Country	Zip Code

NAME OF GOVERNING PERSON (Enter the name of either an individual or an organization, but not both.)				
IF INDIVIDUAL				
First Name	M.I.	Last Name	Suffix	
OR				
IF ORGANIZATION				
Organization Name				
ADDRESS OF GOVERNING PERSON				
Street or Mailing Address	City	State	Country	Zip Code

Article 4 - Purpose

The purpose for which the company is formed is for the transaction of any and all lawful purposes for which a limited liability company may be organized under the Texas Business Organizations Code.

Supplemental Provisions/Information

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

MarkWest PNG Utility, L.L.C. is being formed pursuant to a Plan of Conversion pursuant to which MarkWest PNG Utility, L.P., a Limited Partnership organized under the laws of the State of Texas on March 11, 2003 was converted to MarkWest PNG Utility, L.L.C. MarkWest Utility, L.P. was located principally at 1515 Arapahoe Street, Tower 2, Suite 700, Denver, Colorado 80202.

Organizer

The name and address of the organizer:

Chalyse Robinson, Hogan & Hartson LLP

Name

1200 17th Street, Suite 1500

Denver

CO 80202

Street or Mailing Address

City

State Zip Code

Effectiveness of Filing (Select either A, B, or C.)

- A. This document becomes effective when the document is filed by the secretary of state.
- B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: _____
- The following event or fact will cause the document to take effect in the manner described below:
- _____
- _____

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: February 8, 2018


Signature of organizer



Franchise Tax Account Status



As of: 07/24/2013 10:25:43 AM

This Page is Not Sufficient for Filings with the Secretary of State

MARKWEST PNG UTILITY, L.L.C.	
Texas Taxpayer Number	[REDACTED]
Mailing Address	800 BRAZOS ST STE 400 AUSTIN, TX 78701-2548
Right to Transact Business in Texas	ACTIVE
State of Formation	TX
Effective SOS Registration Date	03/11/2003
Texas SOS File Number	[REDACTED]
Registered Agent Name	CAPITOL CORPORATE SERVICES, INC.
Registered Office Street Address	800 BRAZOS, SUITE 400 AUSTIN, TX 78701

This application will soon be replaced by the new ALAMO application!

Parallel testing of the ALAMO application begins July 18. Please assist us in testing by selecting the ALAMO icon in your NAL window. If you do not see the icon in your NAL window, please refresh it by hitting the (F5) key. For further assistance, please contact TSC at 3-8877.

[GLOBase Main Menu](#) |
 [Business Entity Search](#) |
 [Energy Paper Search](#) |
 [PSF Land Search](#) |
 [Well Inventory Search](#)

PSF Land Details

PSF Land ID: 01-000687

Land Status: Active

[Related Business Entities](#) |
 [Related Leases/Units](#) |
 [Related PSF Land](#) |
 [View Map](#)
 County | Interest | Parent Land | Quad Maps | Restrictions | Survey

Land Information

Base File ID		
PSF Land ID	01-000687	
Class/Sub Class	PERMANENT SCHOOL FUND LAND / COASTAL	
Land Type	01 / RIVERS / CREEKS / BAYOUS	
County Code/Name	18 / BOSQUE	
Certificate Number		
Acquisition Cost	\$0.00	Acquisition Date
Within City		Out Date

Land Comments

Updated On		By	
------------	--	----	--

Survey Information

Survey Name			
Part Of			
Section/Tract		Lot	
Block		Block Name	
Water Body	BRAZOS RIVER		
Township		Sub Division	
Abstract	0	Addition	
Orig Townsite			
Acres	0.000	Energy Leased Acres	320.000

Updated On		By	
------------	--	----	--

Parent Information



Parent ID



*For technical support please contact the Technical Support Center at 463-8877
This page last updated on 4 November 2000*

This application will soon be replaced by the new ALAMO application!

Parallel testing of the ALAMO application begins July 18. Please assist us in testing by selecting the ALAMO icon in your NAL window. If you do not see the icon in your NAL window, please refresh it by hitting the (F5) key. For further assistance, please contact TSC at 3-8877.

[GLOBase Main Menu](#) |
 [Business Entity Search](#) |
 [Energy Paper Search](#) |
 [PSF Land Search](#) |
 [Well Inventory Search](#)

PSF Land Details
PSF Land ID: 01-000703
Land Status: Active

[Related Business Entities](#) |
 [Related Leases/Units](#) |
 [Related PSF Land](#) |
 [View Map](#)
 County | Interest | Parent Land | Quad Maps | Restrictions | Survey

Land Information

Base File ID		
PSF Land ID	01-000703	
Class/Sub Class	PERMANENT SCHOOL FUND LAND / COASTAL	
Land Type	01 / RIVERS / CREEKS / BAYOUS	
County Code/ Name	109 / HILL	
Certificate Number		
Acquisition Cost	\$0.00	Acquisition Date
Within City		Out Date

Land Comments

Updated On		By	
------------	--	----	--

Survey Information

Survey Name			
Part Of			
Section/Tract		Lot	
Block		Block Name	
Water Body	BRAZOS RIVER		
Township		Sub Division	
Abstract	0	Addition	
Orig Townsite			
Acres	0.000	Energy Leased Acres	0.000

Updated On		By	
------------	--	----	--

Parent Information

Parent ID



For technical support please contact the Technical Support Center at 463-8877
 This page last updated on 4 November 2000

ROD AND FEE DETERMINATION

ME20040008

Region 3 20 year Term 18 inch O.D. pipeline

SECTION	X COORDINATE BEGINNING	Y COORDINATE BEGINNING	X COORDINATE ENDING	Y COORDINATE ENDING	LENGTH (ft)	LENGTH (rods)	FEE (\$/rod)	TOTAL COST (\$)
1	2,324,141.04	6,634,545.86	2,323,947.37	6,634,319.37	298.00	18.1	\$69.00	\$1,248.90
2					0.00	0.0	\$69.00	\$0.00
3					0.00	0.0	\$69.00	\$0.00
4					0.00	0.0	\$69.00	\$0.00
5					0.00	0.0	\$69.00	\$0.00
6					0.00	0.0	\$69.00	\$0.00
7					0.00	0.0	\$69.00	\$0.00
8					0.00	0.0	\$69.00	\$0.00
9					0.00	0.0	\$69.00	\$0.00
10					0.00	0.0	\$69.00	\$0.00
11					0.00	0.0	\$69.00	\$0.00
12					0.00	0.0	\$69.00	\$0.00
13					0.00	0.0	\$69.00	\$0.00
14					0.00	0.0	\$69.00	\$0.00
15					0.00	0.0	\$69.00	\$0.00
16					0.00	0.0	\$69.00	\$0.00
CURVES	R	A (deg)	A (min)	A (sec)	298.00	18.1		\$1,248.90
1					0.00	0.0	\$69.00	\$0.00
2					0.00	0.0	\$69.00	\$0.00
3					0.00	0.0	\$69.00	\$0.00
TOTALS					298.00	18.1		\$1,248.90

Minimum amount for a 10-year pipeline contract is \$709.

Minimum amount for a 20-year pipeline contract is \$1417.

\$1,417.00

Damages					0.00	18.1	\$0.00	\$0.00
---------	--	--	--	--	------	------	--------	--------

NOTES

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

July 24, 2013

Railroad Commission of Texas
Pipeline Safety Division
Attention: Brent Mosby

RECEIVED
RRC OF TEXAS

JUL 24 2013

SAFETY DIVISION
AUSTIN, TEXAS

RE: Pipeline Safety Evaluation of **ME20040008**

Dear Mr. Mosby:

The General Land Office is in the process of reviewing the referenced easement crossing state-owned land or riverbeds in **Bosque, Hill County**, as depicted in the attached exhibits. Part of this review process verifies that a pipeline safety evaluation has been conducted by your agency. To assist us in this effort, we request that you review your records to determine if the following company is in compliance with all applicable safety regulations.

Markwest PNG Utility, L.P.
5100 Westheimer, Suite 320
Houston, TX 77056-5511

The company's T-4 No.: **05827**

Operator: Markwest PNG Utility, L.L.C.

Last Safety Evaluation Date: **7-30-12/7-31-12** Last Safety Evaluation # **20122072**

Is this system in substantial compliance with RRC safety requirements? Yes No

If no, please attach relevant information or explain below.

Brent Mosby
Signature

Eng. Spec I
Title

Brent Mosby
Print Name

7/31/13
Date

Please sign and e-mail or fax this form to my attention at (512) 463-5304. Should you have any questions or need assistance in completing this form, please call me at *****.

Sincerely,

Asset Inspection

Texas General Land Office
Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495
Post Office Box 12873 • Austin, Texas 78711-2873
Phone: 512-463-5001 • 800-998-4GLO
www.glo.state.tx.us

DV

ASSET INSPECTION CONTRACT REVIEW ROUTING SHEET

File Manager: JEFF BURGROUGHS

Ph.#: 512-463-7845 File #: **ME20040008**

Date Initiated: June 17, 2013 Expiration Date:

Applicant: **Markwest PNG Utility, L.P.**

Application Type: **Renewal** Field Office:

State Owned: _____ Sub. CLP Non-Tidal Riverbed _____ Other Agency Land

Control # (s): 01-000687 01-000703

Legal Description:

Brazos River, Bosque Co. 01-000687

Brazos River Hill County 01-000703

REVIEWERS:

	Received		Due		Reviewer's Initials
Surveying	: <u>6/17/13</u>	--	<u>6/26/13</u>	by	<u>de</u>
Lease Manager - QA/QC	: <u>7/25/13</u>	--	<u>7/26/13</u>	by	<u>SS</u>
Director	: <u>7/26/13</u>	--	<u>7/26/13</u>	by	<u>MSD</u>
Legal	: <u>7/26/13</u>	--	<u>8/7/13</u>	by	<u>WBR</u>
Deputy Commissioner	: <u>8/13/13</u>	--	<u>8/14/13</u>	by	<u>RET</u>
Executive	: <u>9/10/13</u>	--	<u>9/11/13</u>	by	<u>la</u>

PACKET CONTENTS:

Commissioner's Memo : X

Contract (1) Original : X

Comments :

8/14 e-mailed ✓ & A.J. ✓ & A-mail back - Received.



MEMORANDUM

Texas General Land Office • Jerry Patterson • Commissioner

To: Commissioner Jerry E. Patterson
From: Jeff Burroughs (512) 463-7845
Through: Ned Polk, Rene Truan, and Larry L. Laine
Date: July 24, 2013
Re: ME20040008

Attached is a **Renewal** of a Miscellaneous Easement Contract for your approval and signature on the pages indicated.

This contract is issued under Chapter 51 et seq. of the Texas Natural Resources Code which authorizes the Commissioner of the General Land Office to issue grants of interest for use of the surface estate of unsold Permanent School Fund Lands under the management authority of the General Land Office. Chapter 51 Leases and Easements do not require approval by the School Land Board.

Authorization for the project, as described below, will be consistent with past action by the agency on similar activities. The contract has been reviewed by technical and legal staff and determined to be consistent with existing GLO rules and policies.

Document Number	-	ME20040008
Lessee/Grantee	-	MarkWest PNG Utility, L.L.C.
Location	-	Brazos River
Counties	-	Bosque & Hill
Purpose	-	One (1) 18-inch O.D. pipeline for the purpose of transporting natural gas. This easement is 18.1 rods long and 20 feet wide.
Term	-	Twenty (20) Years
Consideration/Schedule	-	\$1,417.00
Special Conditions	-	See Article 5.03 A

Please return to **Jaime Hernandez**, Asset Inspection Division, Room 110, phone # 463-5222.

Diane Jasek - RE: Renewal Contract: ME20040008

From: Merry Jayne Stiger <MerryJayne.Stiger@markwest.com>
To: Diane Jasek <Diane.Jasek@GLO.TEXAS.GOV>
Date: 8/14/2013 12:04 PM
Subject: RE: Renewal Contract: ME20040008
CC: Jeff Burroughs <Jeff.Burroughs@GLO.TEXAS.GOV>

Thank you,

*Merry Jayne Stiger-Keller
Right of Way/Land, SWBU
MarkWest Energy, L.P.
2448 E. 81st Street, Suite 5400
Tulsa, OK 74120
Direct: 918-477-8022
email: mstiger@markwest.com*

From: Diane Jasek [mailto:Diane.Jasek@GLO.TEXAS.GOV]
Sent: Wednesday, August 14, 2013 11:16 AM
To: Merry Jayne Stiger
Cc: Jeff Burroughs
Subject: Renewal Contract: ME20040008

Attached is the Instructions Letter, Invoice, and Contract.

Please contact Jeff Burroughs for any questions.

Thank you,

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

August 7, 2013

Merry Jane Stiger-Keller
MarkWest PNG Utility, L.L.C.
2448 E. 81st Street, Suite 5400
Tulsa, OK 74137-4324

Re: Miscellaneous Easement No.ME20040008
Bosque, Hill County, Texas

Dear Ms. Stiger-Keller:

Attached is the contract for the above referenced project. A consideration of \$1,417.00 has been assessed.

Please PRINT TWO (2) COLOR COPIES OF THE CONTRACT and sign both contracts before a notary public and return them both, along with a check in the amount of \$1,767.00, made payable to the Commissioner of the General Land Office (GLO), to the attention of Asset Inspection, to the address below within twenty (20) days of receipt of this letter. This figure represents the 20-year land-use fee and the required \$350.00 application fee.

Please return the enclosed invoice with your signed contracts and payment. This will ensure that the payment is properly credited to your account.

When the contracts are received and executed by the GLO one original will be returned to you and one retained for our files.

Submission of the signed and notarized contracts to the GLO will constitute MarkWest PNG Utility, L.L.C.'s acceptance of all contract provisions. **Please note all Special Conditions and requirements stated in the contract.**

If you have any questions, please email me at Jeff.Burroughs@glo.texas.gov or call me at (512) 463-7845.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeff Burroughs".

Jeff Burroughs
Asset Inspection

Enclosures

Texas General Land Office
Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495
Post Office Box 12873 • Austin, Texas 78711-2873
Phone: 512-463-5001 • 800-998-4GLO
www.glo.state.tx.us

MELtr3_07 23 13.doc

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MARKWEST

14700323

128817

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	GROSS AMOUNT	DISCOUNT	NET AMOUNT
07-AUG-13	08071381933	LEASE FEE & RENTAL PAYMENT ME20040008AUS39284	1,767.00	0.00	1,767.00
				156	

COMPANY REF: MarkWest PNG Utility, LLC

NET TOTAL

\$1,767.00

SEE OTHER SIDE FOR
OPENING INSTRUCTIONS

MarkWest Energy Operating Company, L.L.C.
1515 Arapahoe Street, Tower 1, Suite 1600
Denver, CO 80202-2126

Commissioner Of The General Land Office
PO Box 12873
Austin, TX 78711-2873

SEE OTHER SIDE FOR
OPENING INSTRUCTIONS

**USE THIS STATEMENT, AS THE FIRST PAGE, WHEN
RETURNING THE SIGNED CONTRACT**



Invoice for Account C000081933

Texas General Land Office - Jerry Patterson, Commissioner
PO Box 12873 Austin, TX 78711-2873

Customer Service (800) 998-4456 7:30am – 5:30pm Monday – Friday

Customer Information

Statement date: August 7, 2013
CustomerID: C000081933

MarkWest PNG Utility, L.L.C.
2448 E. 81st Street, Suite 5400
Tulsa, OK 74137-4324

Activity Description
Pipeline-Natural Gas

Invoice Summary

Contract Term: Effective Date 10/01/2013 Expiration Date 09/30/2033

Amount Due

Invoice Date	Due Date	Lease Number	Description	GLA	Amount
8/07/2013	08/27/2013	ME20040008 AUS39284	Fee	3301040	\$350.00
8/07/2013	08/27/2013	ME20040008 AUS39284	Rental Payment	3340027	\$1,417.00
Total Due					\$1,767.00

Preparer: jburroug

CustomerID: C000081933

156

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

September 20, 2013

COPY

FULLY EXECUTED CONTRACT

Enclosed please find your contract fully executed by the Commissioner of the General Land Office. We have retained a duplicate of the original contract for our files.

In accordance with this contract, you are required to record the contract in the County Clerk's office where your structure resides. Please return a file-marked copy as proof of recording to the address below within sixty (60) days or email us at PS.Applications@GLO.TEXAS.GOV.

If we can be of further assistance, please call us at (512) 463-5083.

Texas General Land Office
Stephen F. Austin Building • 1700 North Congress Avenue, Texas 78701-1495
Post Office Box 12873 • Austin, Texas 78711-2873
Phone: 512-463-5001 • 800-998-4GLO
www.glo.state.tx.us

File No. ME20040008#14
rental packet

Date SEP 23 2013 Filed

By NE _____

COBY

The State of Texas



Austin, Texas

MISCELLANEOUS EASEMENT (PIPELINES) ME20040008

STATE OF TEXAS §
 §
COUNTIES OF BOSQUE & HILL §

KNOW ALL MEN BY THESE PRESENTS:

This Miscellaneous Easement (the "Agreement"), ME20040008, is granted by virtue of the authority granted in Section 51.291, *et seq.*, TEX. NAT. RES. CODE, 31 TEX. ADMIN. CODE §13.12, *et seq.*, and all other applicable statutes and rules, as the same exist on the date hereof or as they may be amended from time to time.

ARTICLE I. PARTIES

1.01. In consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the STATE OF TEXAS, acting by and through the Commissioner of the General Land Office, (the "Grantor"), hereby grants to MarkWest PNG Utility, L.L.C., a Texas limited liability company, f/k/a MarkWest PNG Utility L.P., whose address is 2448 E. 81st Street, Suite 5400, Tulsa, OK 74137-4324, phone number (918) 477-8022, (the "Grantee"), a non-exclusive easement for the purposes identified in Article V.

ARTICLE II. PREMISES

2.01. The easement is located across State-owned land in Bosque and Hill Counties, Texas, described as follows:

Brazos River and the easement is a right-of-way 18.1 rods long and 20 feet wide, being 10 feet either side of a centerline formed by the improvements (as hereinafter defined), as constructed (the "Premises"). In addition, if repair and/ or replacement of the pipeline is necessary, for a period not to exceed 60 days, Grantee shall again be granted additional easement width which shall be 100 feet wide being 50 feet either side of the centerline.

The Premises are further described or depicted on the Vicinity Map attached hereto as Exhibit A and the Survey Plat attached hereto as Exhibit B, collectively incorporated by reference for descriptive purposes.

2.02. Grantee acknowledges and agrees that when the Improvements (as hereinafter defined) are placed on the Premises, the location of such Improvements within the easement shall thereby become fixed at such location and shall not be changed except by an amendment to this Agreement signed by both parties hereto and subject to any approval by any other governmental agency with jurisdiction over same.

2.03. GRANTEE HAS INSPECTED THE PHYSICAL AND TOPOGRAPHIC CONDITION OF THE PREMISES AND ACCEPTS THE SAME "AS IS", IN ITS EXISTING PHYSICAL AND TOPOGRAPHIC CONDITION. THE GRANTOR DISCLAIMS ANY

AND ALL WARRANTIES OF HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PURPOSE, AND ANY OTHER WARRANTY WHATSOEVER NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. THE GRANTOR AND GRANTEE HEREBY AGREE AND ACKNOWLEDGE THAT THE USE OF THE TERM "GRANT" IN NO WAY IMPLIES THAT THIS EASEMENT IS FREE OF LIENS, ENCUMBRANCES AND/OR PRIOR RIGHTS. NOTICE IS HEREBY GIVEN TO GRANTEE THAT ANY PRIOR GRANT AND/OR ENCUMBRANCE MAY BE OF RECORD, AND GRANTEE TAKES SUBJECT TO ANY SUCH PRIOR GRANT AND/OR ENCUMBRANCE. GRANTEE IS ADVISED TO EXAMINE THE RECORDS IN THE ARCHIVES AND RECORDS DIVISION OF THE GENERAL LAND OFFICE, 1700 NORTH CONGRESS AVENUE, AUSTIN, TEXAS 78701-1495, AND ALL OTHER LAND TITLE RECORDS OF THE COUNTY OR COUNTIES IN WHICH THE PREMISES ARE LOCATED. THE PROVISIONS OF THIS SECTION SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS EASEMENT.

ARTICLE III. TERM

3.01. This Agreement is for a period of twenty (20) years, beginning on October 1, 2013, and ending on September 30, 2033, unless renewed, amended, or sooner terminated as authorized by law or as set forth herein.

3.02. Provided that Grantee has complied with all provisions of this Agreement, Grantee shall have the right to extend and renew this Agreement pursuant to 31 TAC §13.17(c) and (d) for an additional like term based on the then current rate schedule and on the terms and conditions provided hereunder, by taking the following actions:

- (i) providing written notice to the Grantor of Grantee's intent to renew the Agreement not less than ninety (90) days prior to expiration of the term of this Agreement; and
- (ii) completing and submit to the Grantor for approval, an application for renewal within thirty (30) days following the notice provided in Section 3.02(i); and
- (iii) paying the applicable renewal fee, pursuant to the rate schedule in effect at the time of renewal; and
- (iv) providing documentation showing the current location of the Improvements. This documentation shall include spatial coordinates sufficient for determining that the pipeline(s) lie within the approved Premises. Such information may be in the form provided to the U.S. Department of Transportation, provided that such documentation includes the current location and spatial coordinates. Notwithstanding the foregoing, and provided that the pipeline has been in place for at least twenty (20) years (an "older pipeline"), Grantee may, in lieu of providing such actual dimensions and spatial coordinates, satisfy the requirements of this subsection (iv) by providing a certified written statement by a Professional Engineer which states that the engineer, despite having employed best efforts to do so, can not ascertain the burial depth and/or location coordinates of such existing pipeline from Grantee's existing records and documentation. Any such certified statement shall also include any documentation in Grantee's possession relating to either the actual dimensions or spatial coordinates of the Improvements. If Grantee, at any time, later discovers or determines the actual burial depth and/or location coordinates of an older pipeline, Grantee agrees to submit such documentation to Grantor. If either Grantor or Grantee determine that an older pipeline is not actually located within the right of way described in this Agreement, both Grantor and Grantee will enter into an amendment to this Agreement to correct the right of way description provided such right of way is located on State-owned land. In any event, Grantee **will indemnify** Grantor pursuant to Section 8.01 of this Agreement even if some or all of the Improvements are not located on State-owned land.

3.03. In the event that Grantee shall fail to comply with the requirements of Section 3.02, Grantee shall be in default hereunder; however, the Easement shall not terminate until Grantor provides notice of such failure and allows a period of thirty (30) days for Grantee to cure such failure and default. Grantee's failure to comply with Section 3.02, even if subsequently cured to Grantor's satisfaction, shall be deemed a forfeiture of any right Grantee may have to renew the Agreement. Grantor may require (i) the full then-current fee as calculated for a new easement, or, (ii) the

applicable renewal fee pursuant to the rate schedule in effect at the time of renewal, plus an administrative penalty as determined by Grantor.

ARTICLE IV. CONSIDERATION AND TAXES

4.01. A. As consideration (Consideration) for the granting, or if applicable, renewal of this easement, Grantee agrees to pay the Grantor (payable to the Commissioner of the General Land Office at Austin, Texas) the sum of One Thousand Four Hundred Seventeen And 00/100 Dollars (\$1,417.00), due and payable upon the execution of this Agreement.

B. Past due Consideration and other past due payments shall bear interest as provided in TEX. NAT. RES. CODE Section 51.301, as amended from time to time. Failure of Grantee to make a payment on or before the date the same becomes due shall be deemed an act of default and, at the Grantor's option, cause all payments to become due and payable immediately; provided, however, Grantor shall give Grantee notice of such default and allow a period of thirty (30) days within which to cure the default before exercising such option to accelerate such payments.

4.02. In addition to the above, Grantee shall pay and discharge any and all taxes, general and special assessments, and other charges which during the term of this Agreement may be levied on or assessed against Grantee's interest in the Premises or on the Improvements constructed thereon.

4.03. Grantee agrees to and shall protect and hold the Grantor harmless from liability for any and all such taxes, charges, and assessments, together with any penalties and interest thereon, and from any sale or other proceeding to enforce payment thereof.

ARTICLE V. USE OF THE PREMISES

5.01. Grantee and Grantee's employees, contractors, and agents shall have the right to use the Premises for a right-of-way to construct, maintain, operate, inspect, repair, change the size of, and replace one (1) 18-inch O.D. pipeline for the purpose of transporting natural gas (the "Improvements"). Grantee shall not change (i) the operation of the pipeline in any material respect or (ii) the category of products therein, without Grantor's written permission, such permission not to be unreasonably withheld. It shall not be unreasonable for Grantor to withhold its consent for reasons that include, but are not limited to, Grantee's request for: a change in the category of products to be transported that is more "sour" (with reference to hydrogen sulfide content), or that is more volatile, than the original product category to be transported as contemplated by the Agreement; or, a change to a category of products that includes any non-hydrocarbon substances. Also, it shall not be unreasonable for Grantor to (a) condition its consent on Grantee procuring and providing proof to Grantor of adequate insurance to protect the Premises and (b) charge fees for (i) additional pipelines, and (ii) changes in use operation, including but not limited to, a use separate and apart from the original use contemplated by the Agreement, e.g. fiber optics and reverse flow. Grantor agrees to grant or deny such permission within thirty (30) days following Grantee's request for a category use change, provided such request includes all information necessary for Grantor to make an informed decision.

5.02. A. The Grantor and Grantee hereby acknowledge and agree that each shall have reciprocal rights of ingress and egress to and from the Premises across contiguous or adjacent State-owned land or land owned by Grantee, provided in the exercise of this right the Grantor and Grantee agree not to unreasonably interfere with the other party's (or that party's agents, assignees, or designees) use of its property. At its sole cost, risk, and expense, Grantee shall have the right of ingress and egress for the purposes authorized by Section 5.01 and such right is not granted for any other purpose. Grantee and the Grantor mutually agree to coordinate the use of contiguous or adjacent State-owned land or land owned by Grantee, respectively, and to exercise such right of use only to the extent and in the manner allowed by the respective interests of the parties in the subjects lands and for the length of time necessary to provide access to and from the Premises. Notwithstanding any other provisions to the contrary, no easement is created by this Section 5.02; instead, a license is granted to the parties and their respective officers, employees, agents and contractors for the limited purposes set forth herein.

B. Grantee acknowledges and agrees that the Grantor's right of ingress and egress described in Section 5.02.A. of this Agreement shall be and remain in effect as long as the Improvements and any other structure placed on the Premises by Grantee remain on the Premises, as necessary for the Grantor to confirm the removal (in whole or in part) of the Improvements, and/or until any claims of liability against Grantor arising in connection with the Improvements are finally resolved. Such right of ingress and egress shall survive the expiration or earlier termination of this Agreement, but only for so long as the Improvements remain on the Premises and/or any claims for liability have not been finally resolved.

5.03. A. Grantee's use of the Premises is subject to and contingent upon compliance with the following covenants, obligations and conditions (the "Special Conditions"):

1. If a leak occurs in a pipeline, Grantee shall take all immediate action to prevent further release, as comports with industry practice or complies with applicable regulatory requirements.
2. In light of the pipeline industry's indicated willingness to improve safety standards, as well as new regulations being promulgated by the Department of Transportation's Office of Pipeline Safety, and also the new federal pipeline health and safety legislation pending in the U. S. Congress, this easement is granted upon condition of applicant's specific compliance with all applicable federal, state and local statutes, rules and regulations, and generally accepted industry practices and standards presently in force and as amended in the future.
3. Grantee is required to perform mitigation and/or pay surface damage fees according to the Grantor's policy in effect at the time damages occur for any and all surface damages resulting from actions of Grantee's employees, contractors, and/or agents during the term of this easement. If mitigation is required Grantee will be notified in writing by the Grantor of the terms and conditions under which the mitigation shall be conducted. Such mitigation and/or payment of damage fees shall be performed in the manner and within the time frame specified in written notice provided by the Grantor to Grantee following said damages.

B. Prior to any construction, installation, repair, or other activities on the Premises, Grantee shall provide written notice of all the terms of this Agreement relating to the particular activity to any contractor and/or agent involved in any such activity. On request, Grantee shall send a copy of such notice to the General Land Office, ATTN: Asset Inspection, 1700 N. Congress Avenue, Austin, Texas 78701-1495.

5.04. Grantor shall have the right to use or to permit the use of any or all of the Premises for any purpose deemed, in Grantor's sole discretion, not to be inconsistent with Grantee's easement grant. Grantor, its agents, representatives and employees shall have the right to enter upon the Premises at any reasonable time (or any time in case of emergency) for purposes of inspection, repair, and any other purpose necessary to protect Grantor's interests therein. Except in the event of an emergency, in which case no notice is required by Grantor, if Grantor reasonably believes that a repair is necessary to protect the health and safety of the public, the environment, or the value of Grantor's property, Grantor shall give Grantee reasonable prior written notice of the necessary repair. If Grantor gives such notice, and Grantee does not initiate immediate action to pursue to completion such repair with diligence, Grantor may, but shall not be obligated to, undertake that repair, all costs of which shall be immediately due and payable by Grantee on Grantor's demand. This Section 5.04 is for the sole purpose of providing a mechanism for Grantor to respond to a situation in which immediate action is required to protect the State and/or public interest and such immediate action has not been initiated by or on behalf of Grantee.

5.05. Grantee shall not use, or permit the use of the Premises for any illegal purpose. Grantee shall comply, and will cause its officers, employees, agents, contractors and invitees to comply, with all applicable laws, ordinances, rules, and regulations of governing agencies concerning use of the Premises.

5.06. Failure by Grantee to construct, maintain and operate the Improvements in accordance with this Article V may render such Improvements "unauthorized structures" as defined under TEX. NAT. RES. CODE §51.302 and subject them to sanctions provided therein.

ARTICLE VI. ASSIGNMENTS

6.01. A. Grantee shall not assign the premises or the rights granted herein, in whole or part, to any third party for any purpose without prior written consent of the Grantor, which consent may not be unreasonably withheld. For purposes of this Section 6.01 A, the phrase "third party" shall not include any subsidiary or affiliate in which Grantee owns, respectively, at least a majority percentage, or the largest plurality percentage, voting interest.

B. Grantee may assign this Agreement without Grantor's consent to (a) a parent entity, (b) any affiliate of Grantee controlled by the same parent entity, or (c) any subsidiary or affiliate in which Grantee owns, respectively, at least a majority percentage, or the largest plurality percentage, voting interest, provided that, in any of the foregoing events, (i) the resulting entity agrees in writing to assume and perform all of the terms and conditions of this Agreement, and (ii) Grantee provides notice to Grantor of any such assignment within thirty (30) days of such assignment. In the event of such assignment, it is understood and agreed by both Grantee and Grantor that the original Grantee remains liable to Grantor under all terms and provisions of the Agreement.

C. Any assignment which fails to comply with the foregoing provisions shall be void and of no effect.

D. This provision and the prohibition against unauthorized assignments contained herein shall survive expiration or earlier termination of this Agreement. For purposes of this Agreement, an assignment is any transfer, including by operation of law, to another of all or part of the property, interest or rights herein granted.

ARTICLE VII. PROTECTION OF NATURAL AND HISTORICAL RESOURCES

7.01. With regard to all activities authorized herein, Grantee shall use all reasonable best efforts to: (i) prevent pollution of air, ground, and water in and around the Premises, and (ii) to protect and preserve natural resources and wildlife habitat. Grantee shall comply with all applicable rules and regulations of the General Land Office and other governmental agencies responsible for the protection and preservation of public lands and waters, natural resources, and wildlife habitat. In the event of a pipeline incident that is reportable to the U.S. Department of Transportation, the General Land Office, or the Railroad Commission of Texas (or any other applicable regulatory agency) that may result in pollution of the Premises or adjacent property, Grantee shall notify the Grantor immediately upon discovery of such incident, use all means reasonably available to recapture any pollutants which have escaped or may escape, and mitigate for any and all natural resource damages caused thereby.

7.02. GRANTEE IS HEREBY EXPRESSLY NOTIFIED OF THE NATIONAL HISTORICAL PRESERVATION ACT OF 1966, (PB-89-66, 80 STAT. 915, 16 U.S.C.A. SECTION 470, ET. SEQ.) AND THE ANTIQUITIES CODE, [TITLE 9, CHAPTER 191, TEX. NAT. RES. CODE]. IN CONFORMANCE WITH THESE LAWS, IN THE EVENT THAT ANY SITE, FOUNDATION, BUILDING, STRUCTURE, LOCATION, OBJECT, ARTIFACT, ITEM OR OTHER FEATURE OF ARCHEOLOGICAL, SCIENTIFIC, EDUCATIONAL, CULTURAL OR HISTORIC INTEREST IS ENCOUNTERED DURING THE ACTIVITIES AUTHORIZED BY THIS EASEMENT, GRANTEE SHALL IMMEDIATELY CEASE ANY AND ALL ACTIVITIES, AND NOTIFY THE COMMISSIONER OF THE GENERAL LAND OFFICE AND THE TEXAS HISTORICAL COMMISSION, PO BOX 12276, AUSTIN, TEXAS 78711, SO THAT APPROPRIATE ACTION MAY BE UNDERTAKEN TO PROTECT OR RECOVER SUCH DISCOVERIES OR FINDINGS, AS APPROPRIATE. IN THE EVENT THAT GRANTEE IS REQUIRED TO CEASE ACTIVITIES, THE GRANTOR SHALL NOT BE LIABLE FOR ANY COSTS OF GRANTEE, GRANTEE'S AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS OR ANY OTHER PERSON OR ENTITY AS A RESULT OF ANY INTERRUPTION OF GRANTEE'S ACTIVITIES OR INABILITY TO USE THE PREMISES AS HEREIN CONTEMPLATED.

ARTICLE VIII. INDEMNITY

8.01. GRANTEE SHALL BE FULLY LIABLE AND RESPONSIBLE FOR ANY DAMAGE, OF ANY NATURE, ARISING OR RESULTING FROM OR ATTRIBUTABLE TO GRANTEE'S USE GRANTED HEREIN OR THE ACTS OR OMISSIONS OF GRANTEE, ITS AGENTS OR CONTRACTORS RELATED TO GRANTEE'S EXERCISE OF THE RIGHTS GRANTED HEREIN. GRANTEE AGREES TO AND SHALL INDEMNIFY AND HOLD THE GRANTOR, THE GRANTOR'S OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM AND AGAINST CLAIMS, SUIT, COSTS, LIABILITY OR DAMAGES OF ANY KIND, INCLUDING STRICT LIABILITY CLAIMS, COSTS OF COURT, ATTORNEY'S FEES AND COSTS OF INVESTIGATION OR EXPERTS, WITHOUT LIMIT AND WITHOUT REGARD TO CAUSE OF THE DAMAGE OR THE NEGLIGENCE OF ANY PARTY, (EXCEPT TO THE EXTENT OF THE PROPORTIONATE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE GRANTOR, THE GRANTOR'S OFFICERS, AGENTS, EMPLOYEES, OR CONTRACTORS) ARISING DIRECTLY OR INDIRECTLY FROM OR ATTRIBUTABLE TO GRANTEE'S USE OF THE PREMISES (INCLUDING ANY ADJACENT OR CONTIGUOUS LAND) OR FROM ANY BREACH BY GRANTEE OF THE TERMS, COVENANTS OR CONDITIONS CONTAINED HEREIN. THE PROVISIONS OF THIS SECTION SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

ARTICLE IX. DEFAULT, TERMINATION AND EXPIRATION

9.01 If, within thirty (30) days after receipt of written notice from the Grantor specifying an act of default or breach, Grantee fails to pay any money due hereunder or continues in breach of any term or condition of this Agreement, the Grantor shall have the right to terminate this Agreement and all rights inuring to Grantee herein. Should Grantee fail to cure the specified default or breach within the allowed thirty (30) day period, this Agreement shall be subject to termination, and upon such termination all rights granted herein to Grantee shall revert to the Grantor. Such termination shall not prejudice the rights of the Grantor to collect any money due or to seek recovery on any claim arising hereunder.

9.02. Except as otherwise provided by applicable law or rule and subject to obtaining necessary approval from state or federal agencies having applicable jurisdiction, or making best efforts to obtain such permits, Grantee shall, within one hundred twenty (120) days from the date of expiration or sooner termination of this Agreement, initiate removal of all personal property, structures, and the Improvements, and shall restore the Premises (and any other property affected by such removal activities) to the same condition that existed before Grantee entered thereon. Such removal and restoration activities shall be coordinated with the General Land Office in accordance with guidelines in effect at the time of removal/restoration which may include, without limitation, specific removal techniques required for protection of natural resources and mitigation or payment in lieu of mitigation for any and all damages resulting from removal activities, all of which shall be in accordance with generally accepted current pipeline industry standards using available technology. Grantee shall notify the Grantor at least ten (10) days before commencing removal/restoration activities so that a General Land Office field inspector may be present.

ARTICLE X. NOTICE

10.01. Any notice which may or shall be given under the terms of this Agreement shall be in writing and shall be either delivered by hand, by facsimile, or sent by United States first class mail, adequate postage prepaid, if for the Grantor to Deputy Commissioner, Professional Services, addressed to his attention, 1700 North Congress Avenue, Austin, Texas 78701-1495, FAX: (512) 463-5304, and if for Grantee, to it at 2448 E. 81st Street, Suite 5400, Tulsa, OK 74137-4324, and FAX: (918) 477-8020. Any party's address may be changed from time to time by such party by giving notice as provided above, except that the Premises may not be used by Grantee as the sole notice address. No change of address of either party shall be binding on the other party until notice of such change of address is given as herein provided.

10.02. For purposes of the calculation of various time periods referred to in this Agreement, notice delivered by hand shall be deemed received when delivered to the place for giving notice to a party referred to above. Notice mailed in

the manner provided above shall be deemed completed upon the earlier to occur of (i) actual receipt as indicated on the signed return receipt, or (ii) three (3) days after posting as herein provided.

ARTICLE XI. INFORMATIONAL REQUIREMENTS

11.01. A. For newly constructed pipelines, Grantee shall submit to the Grantor, within one hundred eighty (180) days following installation or construction of the Improvements authorized in this Agreement, an "as-built" survey and field notes prepared by a surveyor duly licensed by the State of Texas. The as-built survey shall be conducted in accordance with the Grantor's survey requirements. Failure or refusal by Grantee to timely provide the as-built survey when due hereunder and the continuance of such failure for thirty (30) consecutive days after the receipt of the Grantor's written notice to Grantee specifying such failure may be treated as a default by Grantee hereunder and the Grantor may, in addition to any other remedy and in the Grantor's sole discretion, terminate this Agreement and require removal of any personal property and the Improvements located on the Premises in accordance with Section 9.02 of this Agreement.

B. Upon receipt of the as-built survey, prepared in accordance with this Section 11.01, the Grantor shall compare the as-built survey with the proposed location of the Improvements, as represented by Grantee's application to the Grantor and set forth in Section 2.01 (and referenced Exhibits) hereof. If there are changes or discrepancies in the location of the Improvements authorized by this Agreement, the Grantor may either terminate this Agreement, or: (i) upon determination that the changed location results in unacceptable adverse impacts, require relocation of the Improvements to conform to the authorized right of way, or (ii) upon determination of no unacceptable adverse impacts, agree to replace Exhibit B attached hereto with a substitute exhibit denoted as Exhibit B-1. The substitute exhibit shall be consistent with the as-built survey and signed by both parties. Upon attachment of Exhibit B-1 hereto, Exhibit B shall be void and of no further effect.

C. If all or any part of the Improvements are buried, Grantee shall submit to the Grantor, within one hundred eighty (180) days following installation or construction of the Improvements, a survey which includes coordinates, or at Grantor's option, "depth of cover" data, prepared by a surveyor duly licensed by the State of Texas. The survey shall be conducted in accordance with the Grantor's survey requirements. Failure or refusal by Grantee to timely provide the survey when due hereunder and the continuance of such failure for thirty (30) consecutive days after the receipt of the Grantor's written notice to Grantee specifying such failure may be treated as a default by Grantee hereunder and the Grantor may, in addition to any other remedy and in the Grantor's sole discretion, terminate this Agreement and require removal of any personal property and the Improvements located on the Premises in accordance with Section 9.02 of this Agreement.

11.02. A. Grantee shall provide written notice to the Grantor of any change in Grantee's name, address, or legal status (from a corporate entity to a partnership, etc.) and any change to other information required by this Agreement within thirty (30) days of the effective date of the change.

B. Grantee shall provide to the Grantor any other information reasonably requested by the Grantor in writing within thirty (30) days following such request.

C. If any information required to be submitted within a certain time under the terms of this Agreement shall not be received by the Grantor on or before ten (10) days after the date when due, after notice to Grantee and opportunity to cure, then, at Grantor's discretion, Grantee may be required to pay the Grantor a "Late Charge" not to exceed One Hundred Dollars (\$100.00) for each day so past due until the date on which the information is received or the Agreement is terminated.

11.03. Except with regard to initial construction/installation of the Improvements and emergencies, prior to conducting any activities at the Premises which may materially impact natural resources in or around the Premises, Grantee shall provide written notice to the Grantor describing the proposed activities in detail and any procedures which will be used to protect natural resources. Such notice shall be provided by Grantee to the Grantor at least sixty

(60) days prior to conducting re-burial activities, and at least thirty (30) days prior to conducting major repairs, modification, or other activities. Grantee acknowledges and agrees that the Grantor shall have at least twenty (20) days following receipt of the notice to review the proposed activities and to impose specific conditions for conducting such activities which, in the Grantor's sole determination, are necessary to protect natural resources or to mitigate for actual damages to natural resources. If the Grantor has not provided notice to Grantee within twenty (20) days following receipt of Grantee's notice, the Grantor is deemed to have approved, subject to the terms of this Agreement, the proposed activities to be conducted at the Premises. In case of emergencies, Grantee may undertake all actions necessary to prevent imminent injury or damage to public health, safety or welfare, and/or to protect natural resources, and Grantee shall undertake any such actions as are, in the pipeline industry, ordinary and commercially reasonable responses to such emergencies. Within twenty-four (24) hours following such emergency actions, Grantee shall provide notice to the Grantor of such actions as hereinabove provided.

ARTICLE XII. MISCELLANEOUS PROVISIONS

12.01. With respect to terminology in this Agreement, each number (singular or plural) shall include all numbers, and each gender (male, female or neuter) shall include all genders. If any provision of this Agreement shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions of the Agreement, but such other provisions shall continue in full force and effect.

12.02. The titles of the Articles in this Agreement shall have no effect and shall neither limit nor amplify the provisions of the Agreement itself. This Agreement shall be binding upon and shall accrue to the benefit of the Grantor, its successors and assigns, Grantee, Grantee's successors and assigns (or heirs, executors, administrators and assigns, as the case may be); however, this clause does not constitute a consent by the Grantor to any assignment by Grantee, but instead refers only to those instances in which an assignment is hereafter made in strict compliance with Article VI above, or in the case of a deceased natural person grantee, refers to the instances previously referred to in this sentence and also circumstances in which title to Grantee's interest under this Agreement passes, after the demise of Grantee, pursuant to Grantee's will or the laws of intestate succession. The words "hereof," "herein," "hereunder," "hereinafter" and the like refer to this entire instrument, not just to the specific article, section or paragraph in which such words appear.

12.03. Neither tender nor acceptance of any sums payable hereunder nor failure by either party to complain of any action, non-action or default of the other shall constitute a waiver as to any breach of any covenant or condition contained herein nor a waiver of any of the rights hereunder. Waiver by the Grantor of any right for any default of Grantee shall not constitute a waiver of any right for either a prior or subsequent default of the same obligation or for any prior or subsequent default of any other obligation. No right or remedy of either party hereunder or covenant, duty or obligation hereunder shall be deemed waived by the other party unless such waiver be in writing, signed by a duly authorized representative of the party.

12.04. No provision of this Agreement shall be construed in such a way as to constitute the Grantor and Grantee joint venturers or co-partners or to make Grantee the agent of the Grantor or make the Grantor liable for the debts of Grantee.

12.05. In all instances where Grantee is required hereunder to pay any sum or do any act at a particular indicated time or within an indicated period, it is understood that time is of the essence.

12.06. The terms of this Agreement shall only be binding on the Grantor during the period of its ownership of the Premises, and in the event of the transfer of such ownership interest, the Grantor shall thereupon be released and discharged from all covenants and obligations thereafter accruing, but such covenants and obligations shall be binding during the Agreement term upon each new owner for the duration of such owner's ownership.

12.07. All monetary obligations of the Grantor and Grantee (including, without limitation, any monetary obligation for damages for any breach of the respective covenants, duties or obligations of either party hereunder) are performable exclusively in Austin, Travis County, Texas.

12.08. The obligation of Grantee to pay all Consideration and other sums hereunder provided to be paid by Grantee and the obligation of Grantee to perform Grantee's other covenants and duties under this Agreement constitute independent, unconditional obligations to be performed at all times provided for hereunder, save and except only when an abatement thereof or reduction therein is expressly provided for in this Agreement and not otherwise. Grantee waives and relinquishes all rights which Grantee might have to claim any nature of lien against, or withhold or deduct from or offset against, any Consideration or other sums provided hereunder to be paid to the Grantor by Grantee. Grantee waives and relinquishes any right to assert, either as a claim or as a defense, that the Grantor is bound to perform or is liable for the nonperformance of any implied covenant or implied duty of the Grantor not expressly set forth in this Agreement.

12.09. Subject in all respects to Section 12.01 of this Agreement, this Agreement is and shall be subject to any applicable federal or state law, rule, order, or regulation presently or hereafter enacted or adopted to the extent, but only to the extent, that such law, rule, order, or regulation preempts or supersedes Grantor's authority to issue this Agreement or to require any particular obligation of Grantee, provided, however, that in the event of a conflict between any provision of this Agreement and any administrative rule promulgated by the General Land Office and/or the School Land Board, this Agreement shall control.

ARTICLE XIII. RECORDING

13.01. Grantee shall, at its sole cost and expense, record this Agreement in the Bosque County and Hill County Real Property Records and provide a file marked copy to the Grantor within 60 days after the recorded original of this Agreement is returned by the county clerk responsible for such records.

ARTICLE XIV. ENTIRE AGREEMENT

14.01. This instrument, including exhibits, constitutes the entire agreement between the Grantor and Grantee and no prior written, or prior or contemporaneous oral promises, warranties or representations shall be binding. This Agreement shall not be amended, changed, altered, or extended except by written instrument signed by all parties hereto.

14.02. This Agreement shall become effective only upon execution by all parties hereto and delivery of a fully executed counterpart to each party.



IN TESTIMONY WHEREOF, witness our hands and the seal of the General Land Office.

GRANTOR: THE STATE OF TEXAS

GRANTEE: MARKWEST PNG UTILITY, L.L.C.

By: Jerry E. Patterson
JERRY E. PATTERSON
Commissioner, General Land Office

By: Danny Dollar
DANNY DOLLAR
(Printed Name)

Title: GM OPERATIONS

Date: 9/19/13

Date: 8-20-13

APPROVED:

Contents: MSP
Legal: USV
Deputy: [Signature]
Executive: [Signature]

ACKNOWLEDGMENT

STATE OF Texas §
 §
COUNTY OF Midland §

This instrument was acknowledged before me on the 20th day of August, 2013,
by Danny Dollar
(Grantee representative signing this document)

Kelly Kenney
(Notary Signature)



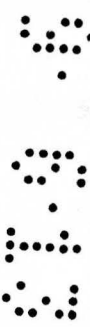
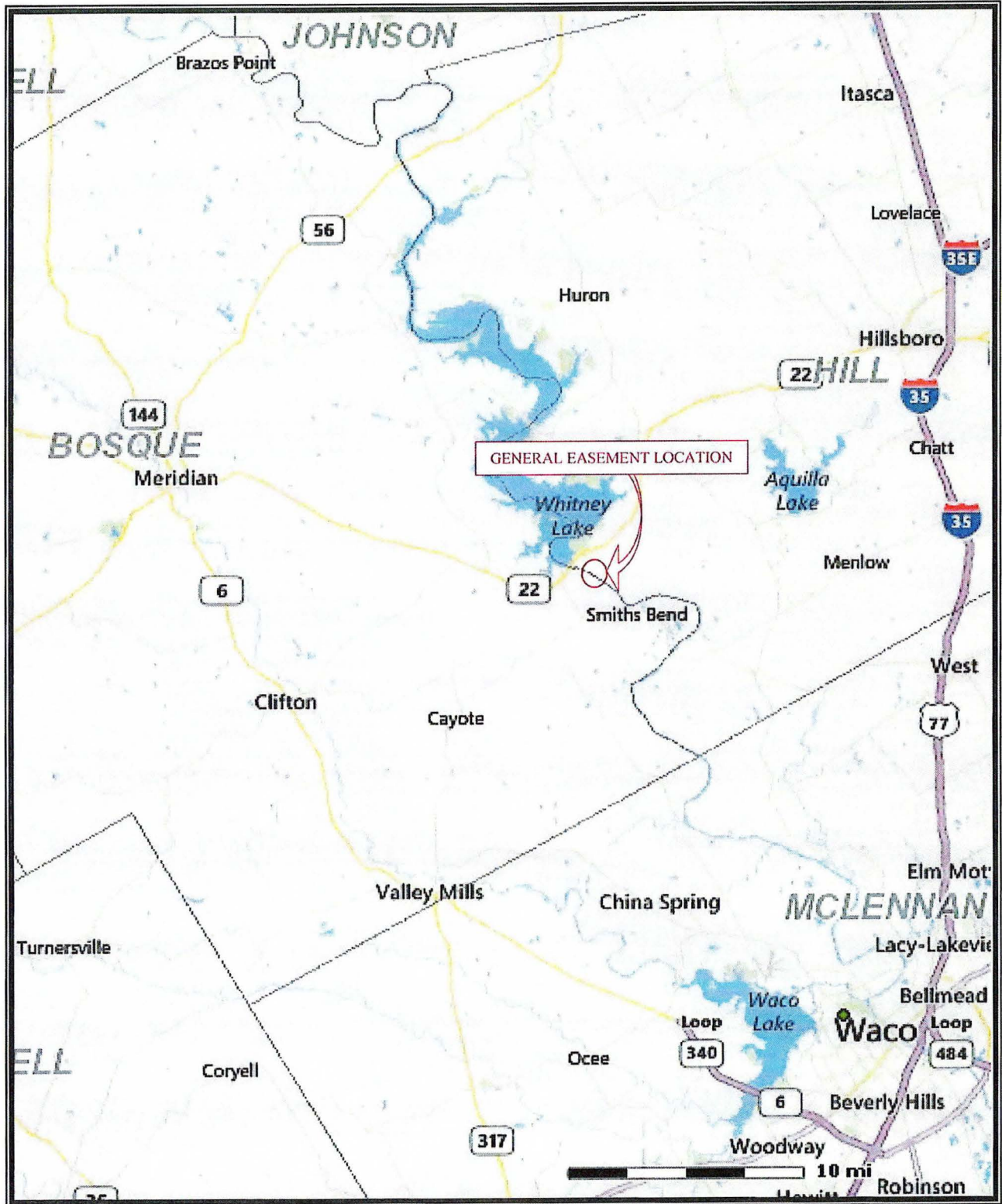
Notary Public, State of Texas
My commission expires: 10/14/2015



VICINITY MAP

BRAZOS RIVER, BOSQUE & HILL COUNTIES, TEXAS

Exhibit A
ME20040008

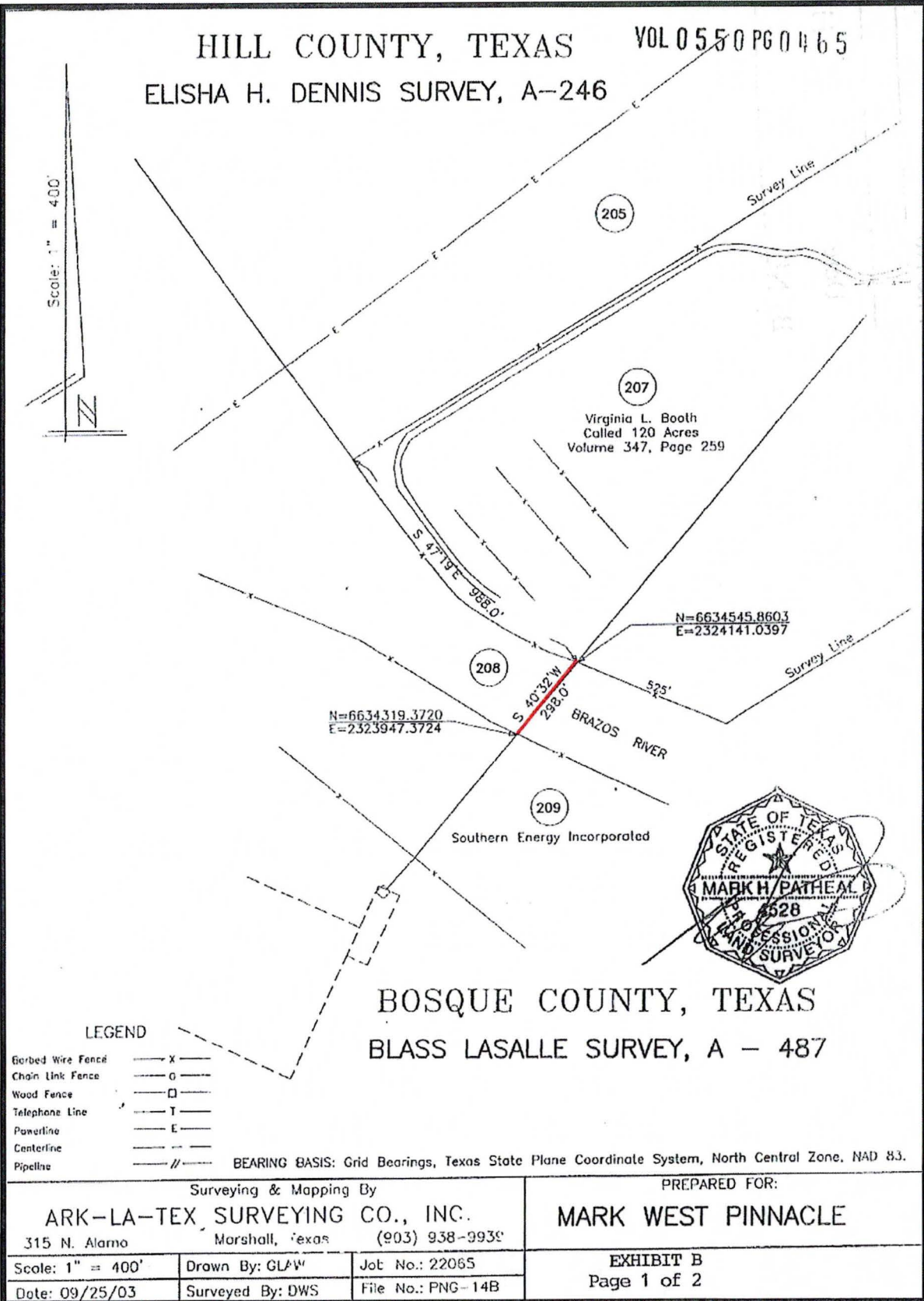


SURVEY PLAT

Exhibit B
ME20040008

HILL COUNTY, TEXAS
ELISHA H. DENNIS SURVEY, A-246

VOL 0550 PG 0465



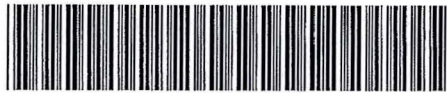


File No. ME20040008#15
Contract

Date SEP 23 2013 Filed

By NE

Bosque County
Betty Outlaw
County Clerk
Meridian, Tx 76665



70 2013 00003312

Instrument Number: 2013-00003312

As

Recorded On: October 10, 2013

Easement and R.O.W

Parties: STATE OF TEXAS

Billable Pages: 12

To MARKWEST PNG UTILITY LLC

Number of Pages: 13

Comment: PIPELINE

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Easement and R.O.W	60.00
Total Recording:	60.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2013-00003312
Receipt Number: 34608
Recorded Date/Time: October 10, 2013 01:51:22P
User / Station: N Gomez - Cash Station 01

Record and Return To:

MARKWEST ENERGY PARTNERS, LP
2448 EAST 81STREET
SUITE 5400
TULSA OK 74137



Betty Outlaw
Betty Outlaw Bosque County Clerk

The State of Texas



Austin, Texas

MISCELLANEOUS EASEMENT (PIPELINES) ME20040008

STATE OF TEXAS

§
§
§

COUNTIES OF BOSQUE & HILL

KNOW ALL MEN BY THESE PRESENTS:

This Miscellaneous Easement (the "Agreement"), ME20040008, is granted by virtue of the authority granted in Section 51.291, *et seq.*, TEX. NAT. RES. CODE, 31 TEX. ADMIN. CODE §13.12, *et seq.*, and all other applicable statutes and rules, as the same exist on the date hereof or as they may be amended from time to time.

ARTICLE I. PARTIES

1.01. In consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the STATE OF TEXAS, acting by and through the Commissioner of the General Land Office, (the "Grantor"), hereby grants to MarkWest PNG Utility, L.L.C., a Texas limited liability company, f/k/a MarkWest PNG Utility L.P., whose address is 2448 E. 81st Street, Suite 5400, Tulsa, OK 74137-4324, phone number (918) 477-8022, (the "Grantee"), a non-exclusive easement for the purposes identified in Article V.

ARTICLE II. PREMISES

2.01. The easement is located across State-owned land in Bosque and Hill Counties, Texas, described as follows:

Brazos River and the easement is a right-of-way 18.1 rods long and 20 feet wide, being 10 feet either side of a centerline formed by the improvements (as hereinafter defined), as constructed (the "Premises"). In addition, if repair and/ or replacement of the pipeline is necessary, for a period not to exceed 60 days, Grantee shall again be granted additional easement width which shall be 100 feet wide being 50 feet either side of the centerline.

The Premises are further described or depicted on the Vicinity Map attached hereto as Exhibit A and the Survey Plat attached hereto as Exhibit B, collectively incorporated by reference for descriptive purposes.

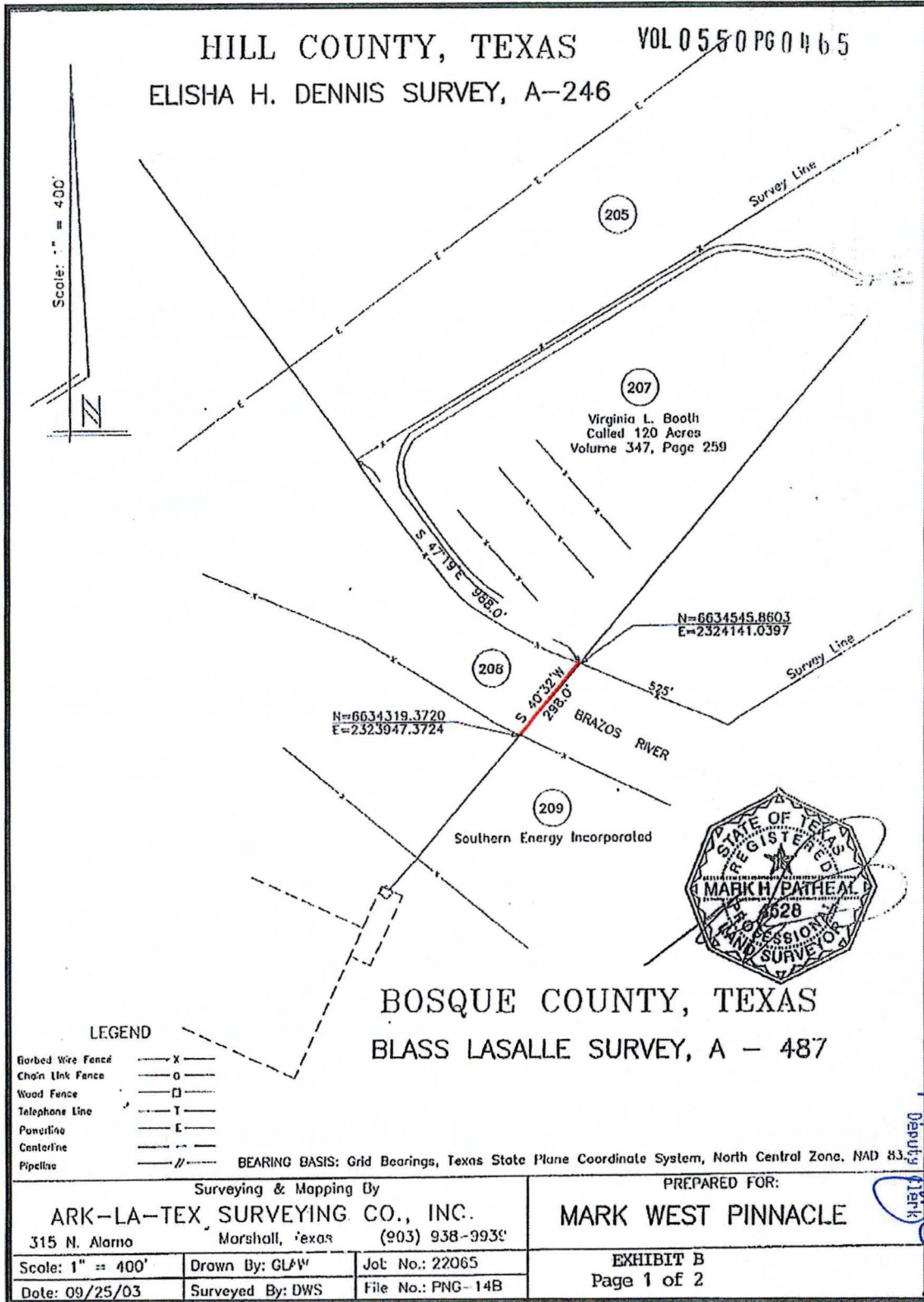
2.02. Grantee acknowledges and agrees that when the Improvements (as hereinafter defined) are placed on the Premises, the location of such Improvements within the easement shall thereby become fixed at such location and shall not be changed except by an amendment to this Agreement signed by both parties hereto and subject to any approval by any other governmental agency with jurisdiction over same.

2.03. GRANTEE HAS INSPECTED THE PHYSICAL AND TOPOGRAPHIC CONDITION OF THE PREMISES AND ACCEPTS THE SAME "AS IS", IN ITS EXISTING PHYSICAL AND TOPOGRAPHIC CONDITION. THE GRANTOR DISCLAIMS ANY



SURVEY PLAT

Exhibit B
ME20040008



LEGEND

- Barbed Wire Fence — X —
- Chain Link Fence — O —
- Wood Fence — □ —
- Telephone Line — T —
- Panofline — E —
- Centerline — — —
- Pipeline — // —

BEARING BASIS: Grid Bearings, Texas State Plane Coordinate System, North Central Zone, NAD 83

Surveying & Mapping By
ARK-LA-TEX SURVEYING CO., INC.
 315 N. Alamo Marshall, Texas (903) 938-9930

Scale: 1" = 400'	Drawn By: GLW	Job No.: 22065
Date: 09/25/03	Surveyed By: DWS	File No.: PNG-14B

PREPARED FOR:
MARK WEST PINNACLE

EXHIBIT B
 Page 1 of 2



By *[Signature]*
 Deputy Clerk
 County Clerk, Bosque County, TX
 Betty Oulian

Filed For Record
 Oct 10, 2013 at 01:51P

File No. ME200400008 #16
Recorded data

Date NOV 06 2013 Filed

By NE _____