

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

AMENDMENT TO EASEMENT AND RIGHT OF WAY AGREEMENTS

STATE OF TEXAS)
 § **KNOW ALL MEN BY THESE PRESENTS**
COUNTY OF TARRANT)

**Grantors: City of Burleson
 1161 SW Wilshire BLVD
 Burleson TX 76028**

**Grantee: TEXAS MIDSTREAM GAS SERVICES, L.L.C.
 5601 East 1st Street
 Fort Worth, Texas 76103**

THAT Grantor (successor in interest to Adventist Health System/Sunbelt, Inc and Wells Fargo Bank National Association) and Grantee (each, a **"Party"** and collectively, the **"Parties"**) are parties to that EASEMENT AND RIGHT-OF-WAY AGREEMENT, dated January 2, 2009, recorded in the records of JOHNSON COUNTY, Texas on January 23 , 2009, at Book 4523 Page 0525 and EASEMENT AND RIGHT-OF-WAY AGREEMENT, March 3, 2009, recorded in the records of JOHNSON COUNTY, Texas on March 23 , 2009, at Book 4556 Page 992; a copy of each are attached as Exhibit "B" (the **"Agreements"**);

RECITALS

WHEREAS, Grantor and Grantee have agreed to relocate a portion of the pipeline laid under the Agreements (**"Original Pipeline"**) from its original easement location (**"Original Easement Segment"**) to a new location on Grantor's lands to facilitate the construction of a new police building on the property (**"Relocation Project"**);

WHEREAS, Grantee will facilitate the relocation of the Original Pipeline by installing a new pipeline segment (**"New Pipeline Segment"**) in a new permanent easement location as shown on **Exhibit "A"** to this Amendment (the **"New Easement"**);

WHEREAS, the Grantor wishes to grant to Grantee the New Easement to facilitate the relocation; and

WHEREAS, Grantee wishes, once the New Pipeline Segment is completed, to terminate, release and abandon the Original Easement Segment as further provided herein.

AGREEMENT

NOW FOR AND IN CONSIDERATION of the sum of **Ten Dollars (\$10.00)**, in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties enter into this Amendment to Easement and Right of Way Agreement ("**Amendment**") agree as follows:

Modifications and Supplements to Original Agreement to Facilitate Relocation:

1. **Easement.** The Easement (as defined in the Agreements) granted under the as originally granted under the Agreements is modified and amended to grant, convey, add, and include the New Easement as part of the Easement as shown on **Exhibit "A"** for the installation of the New Pipeline Segment to facilitate the Relocation Project and for all purposes under the Agreements.
2. **Temporary Construction Easements.** Grantor further grants and conveys a temporary construction easement of Thirty feet (30') in width ("**Temporary Construction Easements**"), on, in, over, under, through and across Grantor's Land along the New Easement for the use by Grantee, its agents, employees, contractors and subcontractors, which is to be used only in connection with and during the Relocation Project. The Temporary Construction Easement shall automatically terminate and revert to the Grantor, free and clear of any right, title or interest in Grantee, upon Grantee's completion of the installation and commissioning of the New Pipeline Segment and the completion of the reclamation work for the surface disturbed by Grantee ("**Relocation Completion**").
3. **Need for Additional Workspace.** Grantor expressly agrees that in the event the Relocation Project requires extra work space, or if the rights granted to Grantee require extra workspace, then Grantee shall have the right and temporary access to additional working space which may be reasonably necessary until the Relocation Completion at which time it will terminate and revert to the Grantor, provided that Grantee has received the prior written approval of Grantor for the extra work space, such approval not to be unreasonably withheld, conditioned, or delayed.
4. **Grantee Access.** Grantee shall have the right of reasonable ingress and egress to and from and across Grantor's lands encumbered by the Agreements and this Amendment, which right shall be along the easements and right-of-way granted under the terms of the Agreements and this Amendment so long as such remain in effect. Grantee shall also have the right for ingress and egress purposes only, to use any road or roads located now, or in the future, on Grantor's lands encumbered by the Agreements and this Amendment, and any gates located on such roads, provided Grantee shall refrain from causing any damage to the road or roads, and any and all improvements therein and thereon and shall, at its sole cost and expense, as soon as reasonably practicable repair any damage caused by Grantee or its agents, employees, contractors and subcontractors.
5. **Use and Termination of the Original Easement Segment.** Upon the Relocation Completion, the Original Easement Segment shall automatically terminate and be released by Grantee without any further act of Grantor or Grantee and, if requested by Grantor, Grantee agrees to record a notice or affidavit confirming the release has occurred within ten (10) days of such request. For avoidance of doubt the Grantee will continue to be able to access, maintain, and use the Original Easement Segment for the operation, maintenance and relocation of the Original Pipeline that is being relocated, until the Relocation Completion. Notwithstanding any obligation in the terms and conditions of the Agreements to remove pipelines that have been abandoned, Grantee has the right but not the obligation to either remove the segment of the Original Pipeline being abandoned or, at Grantee's discretion, cap, purge, and abandoned in-place such abandoned pipeline in accordance with all applicable laws, codes, rules, statutes and regulations of governmental authorities having jurisdiction thereof.
6. **Waiver of Warranties.** Parties acknowledge and agree that nothing in this Amendment will operate or

be construed as a representation or guarantee that the Relocation Project will result in the Relocation Project being successful or as an obligation to start or complete the Relocation Project. This Amendment doesn't provide for any services to be provided to Grantor. The Relocation Project work undertaken by Grantee will be provided with NO WARRANTY, EXPRESS OR IMPLIED, AS IS, WHERE IS, WITH ALL FAULTS, AND GATHERER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE RELOCATION PROJECT OR ANY PRODUCTS RESULTING THEREFROM. In no event will Grantee be liable to Grantor with respect to the work associated with the Relocation Project or for any losses, costs, liabilities, obligations, or damages arising out of or in connection with such work or the Relocation Project, whether arising in contract, tort (including, but not limited to, negligence or strict liability), or otherwise, except to the extent that any of the aforesaid is caused by the gross negligence or willful misconduct of Grantee.

7. INDEMNITY. GRANTOR SHALL COME IN, INDEMNIFY, DEFEND AND SAVE HARMLESS GRANTEE AND GRANTEE'S DIRECTORS, OFFICERS, MEMBERS, MANAGERS, AGENTS AND EMPLOYEES (ALL OF THE FOREGOING ARE HEREINAFTER, SEPARATELY AND COLLECTIVELY, IN THIS SECTION REFERRED TO AS "**INDEMNITEE**"), AND GRANTEE'S PROPERTY FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, EXPENSE, LIABILITIES, ATTORNEY'S FEES, DEMANDS AND CAUSES OF ACTION, AND ANY EXPENSE INCIDENTAL TO THE DEFENSE THEREOF, BY INDEMNITEE, RESULTING FROM OR RELATED TO INJURY OR DEATH OF PERSON, OR DAMAGE TO PROPERTY, RELATED TO OR ARISING OUT OF THE RELOCATION PROJECT, INCLUDING THOSE OCCURRING ON OR ABOUT GRANTEE'S PROPERTIES AND THIRD PARTY PROPERTY, INCLUDING THE EASEMENTS AND RIGHT-OF-WAYS AND OTHER INTERESTS GRANTED UNDER THE AGREEMENTS AND THIS AMENDMENT, OR IN ANY MANNER DIRECTLY OR INDIRECTLY GROWING OUT OF OR IN CONNECTION WITH ANY BREACH OR DEFAULT BY GRANTOR UNDER THE AGREEMENTS OR THIS AMENDMENT. EXCEPT AS HEREINAFTER PROVIDED, THIS INDEMNITY SHALL APPLY REGARDLESS OF WHETHER OR NOT ANY SUCH DAMAGE, INJURY, SICKNESS OR DEATH IS CONTRIBUTED TO BY THE NEGLIGENCE OR FAULT OF INDEMNITEE, AND ALSO EVEN THOUGH INDEMNITEE IS STRICTLY LIABLE THEREFOR. UNDER THE PROVISIONS OF THIS INDEMNITY, GRANTOR IS AGREEING TO INDEMNIFY INDEMNITEE FROM INDEMNITEE'S OWN NEGLIGENCE OR FAULT, BUT THIS INDEMNITY SHALL NOT APPLY TO ANY SUCH DAMAGE, INJURY, SICKNESS OR DEATH WHICH WAS CAUSED BY THE SOLE NEGLIGENCE OR SOLE FAULT OF INDEMNITEE AND WHICH WAS NOT CAUSED IN PART BY THE NEGLIGENCE OR FAULT OF GRANTOR, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, GENERAL CONTRACTORS OR OF ANY OTHER PERSON OR ENTITY. IF REQUESTED TO DO SO BY INDEMNITEE, GRANTOR WILL ASSUME WITHOUT EXPENSE TO INDEMNITEE THE DEFENSE OF ANY CLAIMS, CAUSES OF ACTION, ACTIONS OR SUITS FOR DAMAGES AND WILL REIMBURSE INDEMNITEE FOR ALL EXPENSES (INCLUDING, WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY'S FEES) INCURRED IN INVESTIGATING, HANDLING AND DEFENDING AGAINST ANY SUCH CLAIMS, CAUSES OF ACTION, ACTIONS OR SUITS FOR DAMAGES. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THIS OBLIGATION OF INDEMNITY SHALL SURVIVE THE CLOSING OR THE TERMINATION OF THIS AGREEMENT.

8. Amendment. Except as otherwise specifically provided in this Amendment, the terms and conditions of the Agreements shall remain in full force and effect.

9. Binding Effect. The terms and conditions of this Amendment shall extend to and be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, devisees, successors, and assigns.

10. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original for all purposes and shall be binding upon and effective as to each party executing the same regardless of whether all of the parties join in the execution of this instrument. All of such counterparts shall constitute one and the same instrument and may be combined to form a single

instrument for recording purposes.

The Parties authorize and direct the County Clerk to note this **Amendment** in the margin of the conveyance records adjacent to the above-described **Agreements**, to serve as notice of said amendment and as occasion may demand.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 2023,

Grantor(s):

City of Burleson

By: _____

Grantee:

**TEXAS MIDSTREAM GAS SERVICES,
L.L.C.**

By: _____

Willie Lee
Land Rep Sr. and Attorney-in-Fact
West Land Central

ACKNOWLEDGEMENTS

STATE OF TEXAS)
)
COUNTY OF TARRANT)

Before me on the ___ day of _____, 2023, _____ personally appeared in his/her capacity as _____ of **City of Burleson.**, known to me to be the identical person whose name is subscribed to the foregoing instruments, and acknowledged to me that he executed the same as a free and voluntary act and deed, and as the free and voluntary act of the corporation, for the uses, purposes and consideration set forth.

Notary Public
Printed Name: _____

STATE OF TEXAS)
)
COUNTY OF TARRANT)

Before me on the ___ day of _____, 2023, Willie Lee personally appeared in his capacity as Land Rep Sr. West Land Central and Attorney-in-Fact of **Texas Midstream Gas Services, L.L.C.**, known to me to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as a free and voluntary act and deed, and as the free and voluntary act of the limited liability company, for the uses, purposes and consideration set forth.

Notary Public
Printed Name: _____

EXHIBIT "A"

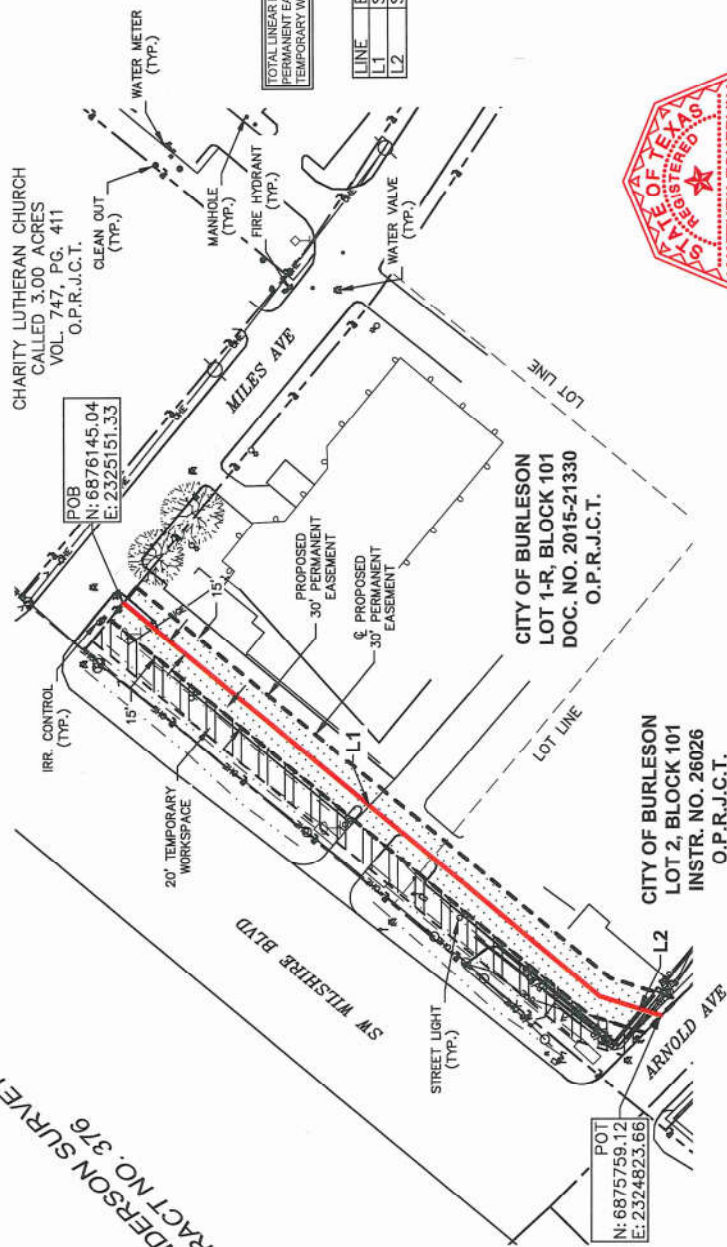
**Attached to and made a part of that certain Pipeline Easement between City of Burleson("Gran-
tor") and TEXAS MIDSTREAM GAS SERVICES, L.L.C. ("Grantee")**

[INSERT NEW PLAT MAPS BELOW]



JOHNSON COUNTY, TEXAS

JAMES W. HENDERSON SURVEY
ABSTRACT NO. 376



TOTAL LINEAR FEET = 480.43 FEET / 20.723 RODS
PERMANENT EASEMENT = 0.338 ACRES / 14,713 SQ. FT.
TEMPORARY WORKSPACE = 0.224 ACRES / 9,748 SQ. FT.

LINE	BEARING	DISTANCE
L1	S 39°40'13" W	444.49'
L2	S 17°38'09" W	45.94'



LEGEND

- PERMANENT EASEMENT
- TEMPORARY WORKSPACE
- CENTERLINE OF EASEMENT
- SURFACE SITE
- EXISTING EASEMENT
- EXISTING UTILITY
- PROPERTY LINE
- RIGHT OF WAY (R.O.W.)
- OVERHEAD ELECTRIC
- BARBED WIRE FENCE
- HIGH GAME FENCE
- PIPE FENCE
- EXISTING PIPELINE
- FOUND MONUMENT
- FOUND FENCE POST
- ◇ SET MONUMENT
- POWER POLE
- WELL
- TREE



NOTES

- ALL COORDINATES, BEARINGS, AND DISTANCES CONTAINED HEREIN ARE GRID, BASED UPON THE TEXAS STATE PLANE COORDINATES SYSTEM, NORTH AMERICAN DATUM 83, NORTH CENTRAL ZONE (4202), NAD83.
- THIS DOCUMENT IS BASED UPON AN ON THE GROUND SURVEY PERFORMED DURING NOVEMBER, 2022. CERTIFICATION OF THIS DOCUMENT IS ONLY TO THE LOCATION OF THIS EASEMENT IN RELATION TO THE RECORDED INFORMATION OF RECORDS PROVIDED BY THE CLIENT.
- PROPOSED UTILITIES SHOWN HEREON WERE PROVIDED FROM THIRD PARTY SOURCES. DATAPoint SURVEYING & MAPPING, LLC MAKES NO GUARANTEE TO THE PROPOSED LOCATION OF OR FINAL PLACEMENT OF PROPOSED UTILITIES.
- THIS DOCUMENT DOES NOT IN ANY WAY REPRESENT A "BOUNDARY SURVEY" AS DEFINED BY T.A.C. § 693.16



Situated in the
JAMES W. HENDERSON SURVEY, ABSTRACT NO. 376
JOHNSON COUNTY, TEXAS

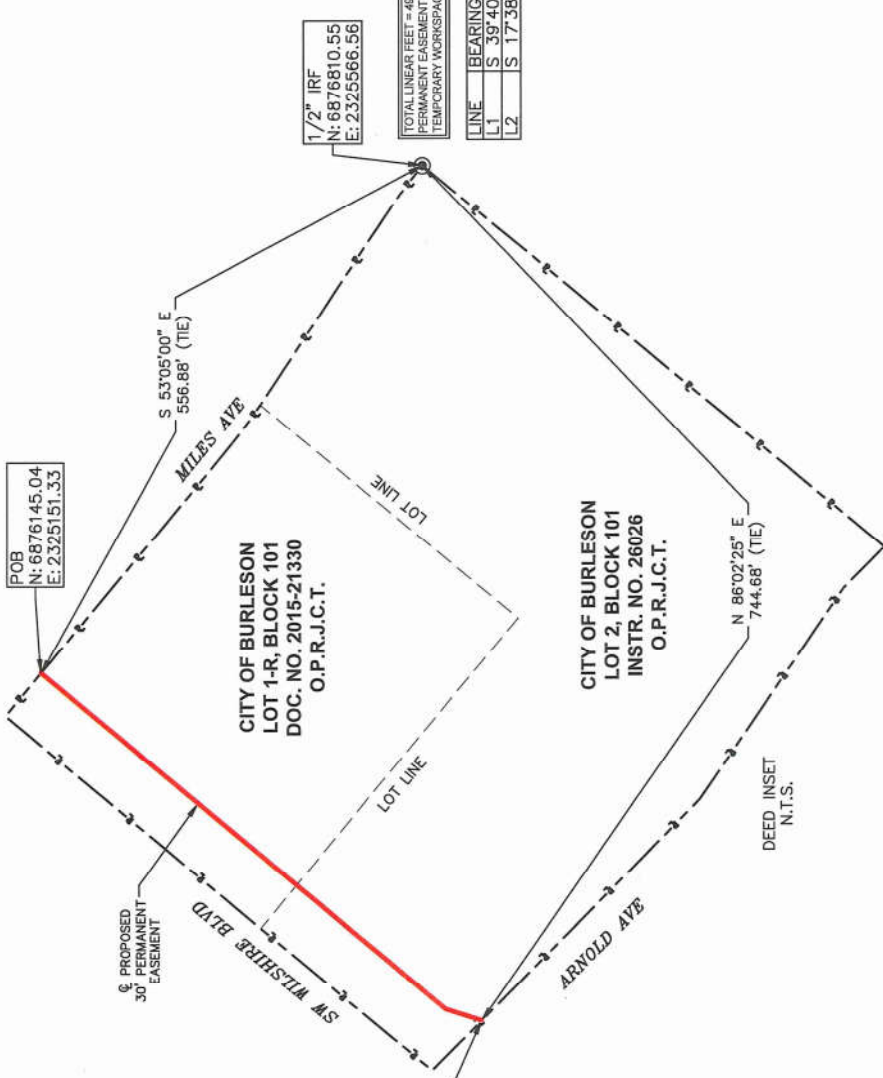
22 PL. MCNARRIN TO TANTARRA RELOCATE CITY OF BURLESON-1
CITY OF BURLESON
PROPOSED PERMANENT EASEMENT

DATE: 02/03/2023	REV. 1
DATE: 02/03/2023	
DRAWN BY: BR	
CHECKED BY: DR	
PROJECT ID: TX-JOHN-MTRCB-TR-002.00_CITY OF BURLESON	SHEET 1 OF 3



12450 Network Blvd. - Suite 155
San Antonio, TX 78249
Phone: 726-777-4240
Firm No. 10194585

JOHNSON COUNTY, TEXAS



POB
N: 6876145.04
E: 2325151.33

1/2" IRF
N: 6876810.55
E: 2325566.56

TOTAL LINEAR FEET = 480.45 FEET / 28.723 RODS
PERMANENT EASEMENT = 0.338 ACRES / 14,713 SQ. FT.
TEMPORARY WORKSPACE = 0.224 ACRES / 9,746 SQ. FT.

LINE	BEARING	DISTANCE
L1	S 39°40'13" W	444.49'
L2	S 17°38'09" W	45.94'

POT
N: 6875759.12
E: 2324823.66

NOTES

- ALL COORDINATES, BEARINGS, AND DISTANCES CONTAINED HEREIN ARE GRID, BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 83, NORTH CENTRAL ZONE (8203), NAD 83.
- THIS DOCUMENT IS BASED UPON AN ON THE GROUND SURVEY CONDUCTED BY WILLIAMS SURVEYING & MAPPING, LLC. THIS DOCUMENT IS ONLY TO THE LOCATION OF THIS EASEMENT IN RELATION TO RECORDED MONUMENTATION OF DEEDS PROVIDED BY THE CLIENT.
- PROPOSED UTILITIES SHOWN HEREON WERE PROVIDED FROM THIRD PARTY SOURCES. DATAPoint SURVEYING & MAPPING, LLC HAS CONDUCTED VISUAL INSPECTION AND HAS DETERMINED THE FINAL PLACEMENT OF PROPOSED UTILITIES.
- THIS DOCUMENT DOES NOT IN ANY WAY REPRESENT A "BOUNDARY SURVEY" AS DEFINED BY T.A.C. § 683.16



Situated in the
JAMES W. HENDERSON SURVEY, ABSTRACT NO. 376
JOHNSON COUNTY, TEXAS

22 PL. MCNARRIN TO TANTARRA RELOCATE CITY OF BURLESON-1
CITY OF BURLESON
PROPOSED PERMANENT EASEMENT

LEGEND

- PERMANENT EASEMENT
- - - TEMPORARY WORKSPACE
- CENTERLINE OF EASEMENT
- SURFACE SITE
- EXISTING EASEMENT
- CENTERLINE CREEK/DITCH
- SURVEY LINE
- PROPERTY LINE
- RIGHT OF WAY (R.O.W.)
- ONE
- BARBED WIRE FENCE
- HIGH GAME FENCE
- PIPE FENCE
- EXISTING PIPELINE
- FOUND MONUMENT
- FOUND FENCE POST
- ◇ SET MONUMENT
- POWER POLE
- WELL
- TREE

DATE: 02/03/2023	REV. 1
DATE: 02/03/2023	
DRAWN BY: BR	CHECKED BY: DR
PROJECT ID: TX-JOHN-MTRCB-TR-002.00_CITY OF BURLESON SHEET 2 OF 3	

DATAPoint
SURVEYING & MAPPING

12450 Network Blvd. - Suite 155
San Antonio, TX 78249
Phone: 726-777-4240
Firm No. 10194585

EXHIBIT
JOHNSON COUNTY, TEXAS
JAMES W. HENDERSON SURVEY, ABSTRACT NO. 376

WILLIAMS COMPANIES, INC
22 PL MCNARRIN TO TANTARRA RELOCATE CITY OF BURLESON-1
CITY OF BURLESON

**PROPOSED 30 FEET-WIDE
PERMANENT EASEMENT**

Being a Centerline description of a proposed 30 feet-wide permanent easement being located in the James W. Henderson Survey, Abstract No. 376 Johnson County, Texas; being part of tract of land (Lot 1R, Block 101) described in Deed to City of Burleson as recorded in Document Number 2015-21330 and (Lot 2, Block 101) City of Burleson as recorded in Instrument Number 26026 of the Official Public Records of Johnson County, Texas; said easement being described by a centerline which is bound by lines 15 feet each side and parallel to said centerline and being more particularly described as follows:

BEGINNING at a point in Lot 1R, Block 101 and Lot 2, Block 101, from which a 1/2-inch iron rod found at the Northeast corner of said tract, bears North 53°05'00" West, a distance of 556.88 feet;

THENCE South 39°40'13" West, a distance of 444.49 feet to a point of deflection;

THENCE South 17°38'09" West, a distance of 45.94 feet to the **POINT OF TERMINATION**, in said Lot 1R, Block 101 and Lot 2, Block 101, from which a 1/2-inch iron rod found for the most Northeasterly corner of said tract, bears North 86°02'24" East, a distance of 744.68 feet, with said easement containing 14,713 square feet or 0.338 acres of land, more or less, said easement having a centerline length of 490.43 feet or 29.723 rods.

I, Matthew Tomerlin, Registered Professional Land Surveyor No. 6503 of the State of Texas, do hereby certify this plat shows the results of an on the ground survey made under my direction.

Original signed and stamped in red ink.



Date of Signature: February 3, 2023

MATTHEW TOMERLIN
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6503
FIRM REGISTRATION/LICENSE NO. 10194585
FOR DATAPOINT SURVEYING AND MAPPING
12450 NETWORK BLVD, SUITE 155
SAN ANTONIO, TX. 78249
(726) 777-4240 OFFICE
(726) 777-4241 FAX



EXHIBIT "B"

**Attached to and made a part of that certain Pipeline Easement between City of Burleson ("Gran-
tor") and TEXAS MIDSTREAM GAS SERVICES, L.L.C. ("Grantee")**

Easement and Right-of-way Agreements

[INSERT COPY OF ORIGINAL AGREEMENT BELOW]

EASEMENT AND RIGHT OF WAY AGREEMENT

STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF JOHNSON

Grantor(s):

ADVENTIST HEALTH SYSTEM/SUNBELT, INC.
d/b/a HUGULEY MEMORIAL MEDICAL CENTER
P.O. Box 6337
Fort Worth, TX 76115-0337

Grantee:

TEXAS MIDSTREAM GAS SERVICES, L.L.C.
P.O. Box 18162
Oklahoma City, OK 73154-0162

For and in consideration of TEN Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned ADVENTIST HEALTH SYSTEM/SUNBELT, INC., a Florida Corporation d/b/a HUGULEY MEMORIAL MEDICAL CENTER, P.O. Box 6337, Fort Worth, TX 76115-0337 (hereinafter called GRANTOR, whether one or more) does hereby GRANT, BARGAIN, and CONVEY TO TEXAS MIDSTREAM GAS SERVICES, LLC, an Oklahoma limited liability company, P.O. Box 18162, Oklahoma City, OK 73154-0162, its successors and assigns (hereinafter called GRANTEE), right-of-way and easement (the "Easement") along a route, (the location of the pipeline, to evidence such a route) over, along, across and under the following real estate situated in Tarrant County, Texas:

See Exhibits "A" attached hereto and incorporated herein for all purposes.

The Easement granted herein is for the purpose of laying, constructing, reconstructing, operating, maintaining, protecting, inspecting, repairing altering, changing the size of, and removing or abandoning in place, a Pipeline for the transportation of oil, gas, petroleum products, saltwater, or any other liquids, gases (including inert gases) or substances which can be transported through pipelines together with any and all necessary above ground and underground appurtenances (including, among other things, such valves, fittings, meters, risers, graphite and steel anodes, and other devices for the control of pipeline corrosion, and other appurtenances, above ground appurtenances limited to pipeline markers) that GRANTEE may determine to be necessary or convenient for the safe and efficient operation of the pipeline, over, under, upon and across the land described in Exhibit "A." The Easement herein granted is exclusive to the GRANTEE.

The right of way shall be sixty feet (60') in width during construction of the pipeline provided herein and will revert to a permanent easement thirty feet (30') in width at the completion of construction.

GRANTOR hereby reserves the right to use said land in any manner that will not prevent nor interfere with the exercise by GRANTEE of its rights hereunder, provided, however, that GRANTOR shall not construct nor permit to be constructed, any house, building or any other structure on the easement area or other facility constructed by GRANTEE hereunder without express prior consent of the GRANTEE. GRANTOR shall give GRANTEE ninety (90) days advance, written notice if GRANTOR intends to change the grade of the surface over such pipeline. In addition, GRANTEE shall have all of the rights and benefits necessary and convenient for the full enjoyment and use of the rights herein granted, including but not limited to the right of ingress to and egress over and across said lands to and from said right-of-way and easement and the right from time to time to cut all trees, undergrowth, and the other obstructions that, in its judgment, may injure, endanger or interfere with the exercise by GRANTEE of the rights, privileges and easements herein granted. The GRANTEE shall have the right to assign the grant, or any rights herein granted, in whole or in part.

GRANTOR hereby expressly agrees that in the event the route of the pipeline to be constructed hereunder should cross any roads, railroads, creeks, or other waterways located on the above described land or other places requiring extra work space, or if the rights granted to GRANTEE hereunder require extra work space, then GRANTEE shall have the right and temporary access to additional working space which may be necessary therefor, and GRANTEE agrees to pay GRANTOR any and all damages which GRANTOR suffers by reason of GRANTEE'S use of said additional work space.

TO HAVE AND TO HOLD unto GRANTEE, its successors and assigns, so long as the right and easement herein granted, or any one of them shall be used by, or useful to GRANTEE for the purpose herein granted, the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend this right of way and easement unto the GRANTEE, its successors and assigns, against every person whomever lawfully claiming or to claim the same or any part thereof.

Grantee covenants and agrees that the pipeline will be buried to a minimum depth of thirty-six inches (36"). The GRANTEE will indemnify the GRANTOR of any costs related to any deviance to this standard. The Grantee further agrees to pay for any physical damage to growing crops, timber, fences, or other structural improvements caused by GRANTEE'S construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. It is understood and agreed that the consideration herein paid does include payment of the initial construction, crop, timber and land surface damages.

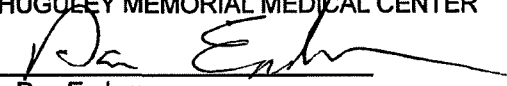
GRANTEE further agrees that GRANTOR may use the surface for access roads across GRANTEE'S pipeline provided they cross the Easement at any angle not less than forty-five degrees (45°) to the pipeline(s) and GRANTEE'S pipeline is protected. GRANTEE further agrees that GRANTOR may

lay out and dedicate, construct and maintain underground communication conduits, electrical transmission lines, telephone lines and gas, water, drainage and sewer pipelines (hereafter collectively referred to as "Underground Facilities") across the Easement and such facilities shall be installed to maintain twenty-four inches (24") separation from the pipeline and shall cross the pipeline at an angle of at least forty-five degrees (45°) to the centerline of the pipeline provided, however, Grantor shall exercise any of the rights reserved in such a manner so that: (i) Grantee's pipeline and facilities located on the Easement shall not be endangered, obstructed, injured or interfered with; (ii) Grantee's access to the Easement and its pipeline(s) and facilities located thereon is not interfered with; (iii) Grantee shall not be prevented from traveling within and along the entire length of the Easement on foot or in vehicles or machinery; (iv) the pipeline(s) is/are left with the amount of cover originally installed to allow safe operation of the pipeline(s); (v) the pipeline(s) is/are left with proper, sufficient and permanent support; (vi) Grantee's use of the Easement for the purposes set forth herein is not unreasonably impaired or interfered;

IN TESTIMONY WHEREOF, the GRANTOR herein has executed this conveyance this 2nd day of January, 2009.

GRANTOR:

ADVENTIST HEALTH SYSTEM/SUNBELT, INC.
d/b/a HUGULEY MEMORIAL MEDICAL CENTER

By: 
Name: Dan Enderson
Title: CFO

CORPORATE ACKNOWLEDGEMENT

STATE OF TEXAS

§
§
§

COUNTY OF TARRANT

This instrument was acknowledged before me on the 2nd day of January, 2009 by Dan Enderson, CFO of Adventist Health System/Sunbelt, Inc., a Florida Corporation, d/b/a Huguley Memorial Medical Center, on behalf of said corporation.

Cody A. Ragsdale

Notary Public, State of Texas

Printed Name: Cody A. Ragsdale

Commission Expires: March 27, 2011

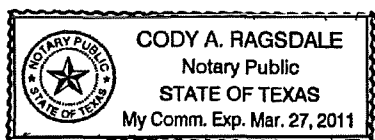
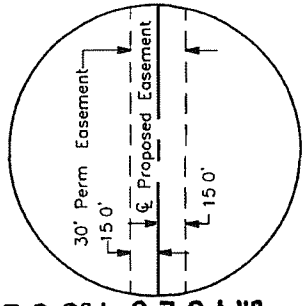
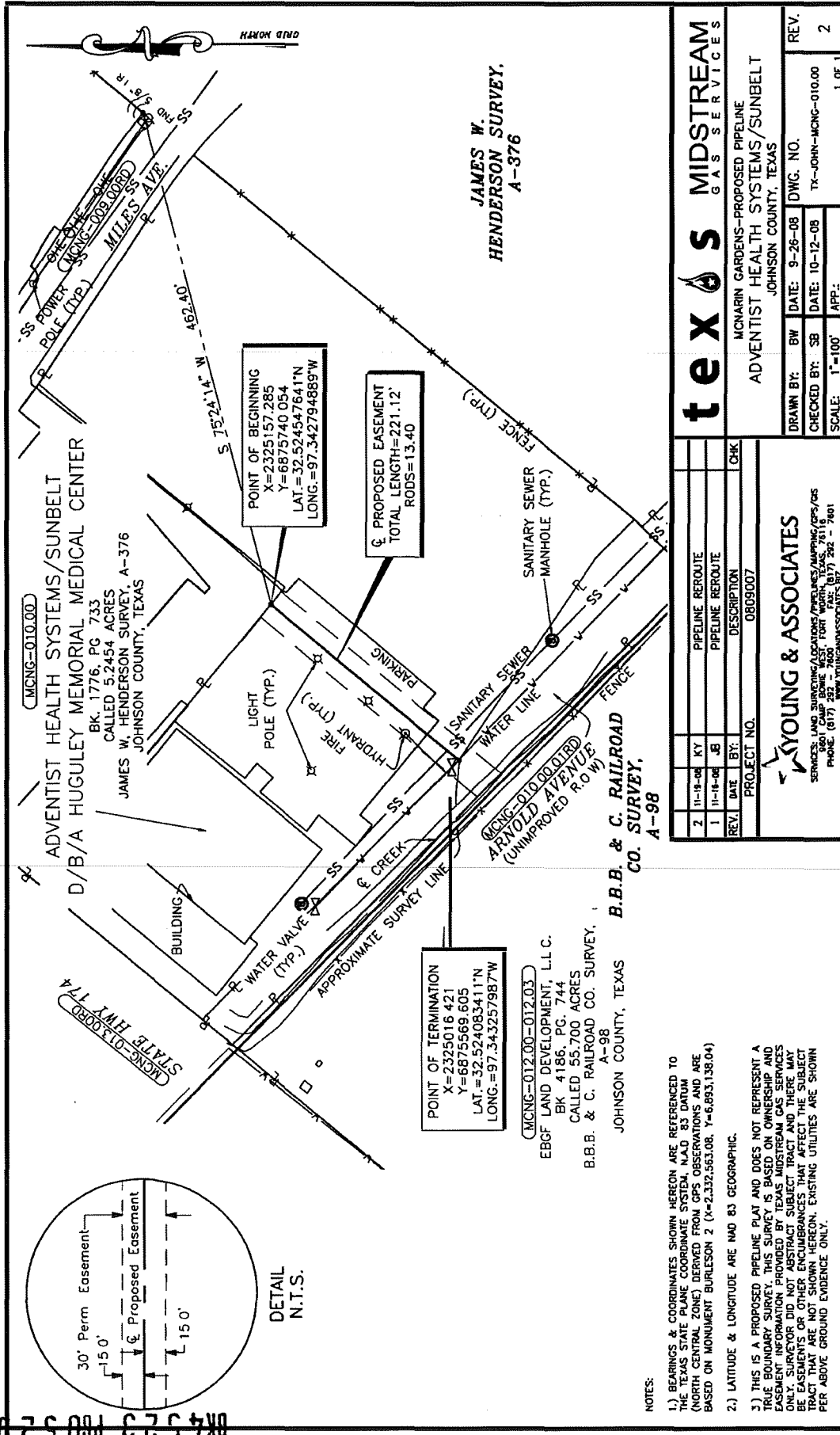


EXHIBIT "A"



NOTES:

- 1.) BEARINGS & COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83 DATUM (NORTH CENTRAL ZONE) DERIVED FROM GPS OBSERVATIONS AND ARE BASED ON MONUMENT BURLESON 2 (X=2,332,563.08, Y=6,893,138.04)
- 2.) LATITUDE & LONGITUDE ARE NAD 83 GEOGRAPHIC.
- 3.) THIS IS A PROPOSED PIPELINE PLAT AND DOES NOT REPRESENT A TRUE BOUNDARY SURVEY. THIS SURVEY IS BASED ON OWNERSHIP AND EASEMENT INFORMATION PROVIDED BY TEXAS MIDSTREAM GAS SERVICES ONLY. SURVEYOR DID NOT ABSTRACT SUBJECT TRACT AND THERE MAY BE EASEMENTS OR OTHER ENCUMBRANCES THAT AFFECT THE SUBJECT TRACT THAT ARE NOT SHOWN HEREON. EXISTING UTILITIES ARE SHOWN PER ABOVE GROUND EVIDENCE ONLY.

tex MIDSTREAM
GAS SERVICES

MCHARIN GARDENS-PROPOSED PIPELINE
ADVENTIST HEALTH SYSTEMS/SUNBELT
JOHNSON COUNTY, TEXAS

DRAWN BY: BW DATE: 9-26-08 DWG. NO.
CHECKED BY: SB DATE: 10-12-08 TX-JOHN-MCNG-010.00
SCALE: 1"=100' APP: 1 OF 1

REV.	DATE	BY	DESCRIPTION	CHK.
2	11-18-08	KY	PIPELINE REROUTE	
1	11-18-08	JB	PIPELINE REROUTE	
PROJECT NO. 0809007				

YOUNG & ASSOCIATES
SERVICES: LAND SURVEYING/SURVEYS/MAPPING/GPS/GIS
PHONE: (617) 852-7800, (978) 282-1801
WWW.YOUNGANDASSOCIATES.COM

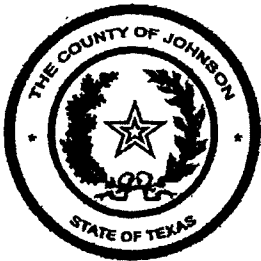
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Filed For Record 10:08 AM PM

JAN 23 2009

County Clerk Johnson County

By AB Deputy



STATE OF TEXAS
COUNTY OF JOHNSON

that I hereby certify this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS OF JOHNSON COUNTY, TEXAS in the Volume and Page as shown hereon.


CURTIS H. DOUGLAS, COUNTY CLERK
JOHNSON COUNTY, TEXAS

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

EASEMENT AND RIGHT OF WAY AGREEMENT

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF JOHNSON §

Grantor(s): WELLS FARGO BANK, NATIONAL ASSOCIATION, successor in interest to First State Bank, Rio Vista, Texas

Grantee: TEXAS MIDSTREAM GAS SERVICES, L.L.C.
 P.O. Box 18162
 Oklahoma City, OK 73154-0162

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned Grantor (whether one or more), by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto **TEXAS MIDSTREAM GAS SERVICES, L.L.C.**, an Oklahoma limited liability company, duly authorized to do business in the State of Texas as Grantee, its successors and assigns, all of the following:

1. Easement. A permanent and (subject to the last sentence of this paragraph, if applicable) exclusive easement and right-of-way 30' in width (hereinafter called the "Easement"), on, in, over, under, through and across Grantor's land for the purpose of locating, establishing, constructing, laying, installing, operating, using, maintaining, inspecting, testing, protecting, cathodically protecting, repairing, assigning, restoring, renewing, reconstructing, replacing, substituting, changing, altering, converting, relocating within the Easement, changing the size of, and removing therefrom pipelines, together with such appurtenant facilities as from time to time deemed by Grantee to be necessary or desirable in connection with the use and operation of the pipelines, for the transportation of oil, gas, petroleum products, fresh water, saltwater, or any other liquids, gases (including inert gases) or substances which can be transported through pipelines. The description of the Easement and the land out of which the Easement is being acquired ("Grantor's Land") are described in Exhibit A attached hereto and made a part hereof for all purposes. This Easement is granted subject to all matters of record in the Real Property Records of Johnson County, Texas, that are in effect and do, in fact, affect Grantor's Land, as well as all matters that could be determined from a survey of Grantor's Land.
2. Temporary Construction Easements. Temporary construction easements (hereinafter called "Temporary Construction Easements") on, in, over, under, through and across Grantor's Land for the use and occupancy by Grantee, its agents, employees, contractors and subcontractors, only in connection with and during the original construction of any of the pipelines on the Easement. The Temporary Construction Easement shall automatically terminate and revert to the Grantor, free and clear of any right, title or interest in Grantee, upon whichever first occurs: (i) the completion of construction of the pipelines on the Easement; or (ii) upon one (1) year following the start of construction of the pipelines.
3. Grantee Need for Additional Workspace. Grantor hereby expressly agrees that in the event the route of the pipelines to be constructed hereunder should cross any roads, railroads, creeks, or other waterways located on the above described land or other places requiring extra work space, or if the rights granted to Grantee hereunder require extra work space, then Grantee shall have the right and temporary

access to additional working space which may be necessary therefor. Grantee must use the additional work space in a manner that causes the least disturbance to Grantor's business and to pay Grantor any and all damages which Grantor suffers by reason of Grantee's use of said additional work space.

4. Grantee Access. Grantee shall have the right of ingress and egress to and from Grantor's Land, which right of ingress and egress, except as otherwise provided in this paragraph, shall be limited and confined to the boundaries of the Easement and to the boundaries of the Temporary Construction Easements while such Temporary Construction Easements remain in effect. Grantee shall also have the right, for ingress and egress purposes only, to use any road or roads located now, or in the future, on Grantor's Land, and any gates located on such roads; provided, however, Grantee shall restore such roads and gates to substantially the same or better condition as the roads and gates were in prior to the use thereof by Grantee.

5. Grantee Right to Keep Clear Right of Way. Grantee shall have the right from time to time to cut all trees, undergrowth, and the other obstructions that, in its judgment, may injure, endanger or interfere with the exercise by Grantee of the rights, privileges and Easement herein granted and Grantee, except as otherwise provided in Paragraph 13(1), shall not be liable for damages caused on the Easement by keeping the right-of-way clear of trees, undergrowth and brush in the exercise of the rights herein granted.

6. Grantee's Cathodic Protection. Grantee shall have the right to cathodically protect the pipelines within the boundaries of the Easement, and to install and maintain above-ground pipeline markers, vent pipes, and cathodic protection devices, power poles and test leads within the boundaries of the Easement only at fence lines, property lines, creek crossings, road crossings, railroads and at any other location as required by law. Except as provided in this Paragraph, Grantee shall have no other above-ground structures within the boundaries of the Easement.

7. Pipeline Depth. The pipelines will be buried to a minimum depth of thirty-six inches (36") below the surface of the ground at the time of construction and any then existing drainage ditches, creeks and roads, measured from the top of the pipe to the surface of the ground. At those locations where rock is encountered, the pipelines may be buried at a lesser depth.

8. Grantee Future Line Rights. Grantor and Grantee agree that should more pipelines be constructed and laid within the Easement after the initial construction period of said pipelines, Grantee shall then pay Grantor three dollars and no/100 cents (\$3.00) per lineal foot for each additional line so constructed and laid, in addition to the damages provided for elsewhere in this agreement.

9. Initial and Future Damages Caused by Grantee. Except as set forth in Paragraph 5 above, Grantee agrees to pay Grantor for all damages to improvements or other property of Grantor permitted to be located on the Easement by the terms hereof, and caused by Grantee or its agents, servants, employees, contractors or subcontractors in performing such construction or other pipeline related activities on the Easement.

10. Restrictions on Grantor Use of Easement. Without prior, written consent of the Grantee, Grantor shall not construct or permit construction within the boundaries of the Easement, and Grantee shall have the right to prevent the construction within the boundaries of the Easement and the right to remove therefrom, any and all types and sizes of houses, barns, buildings, structures, permanent impoundments of water, and natural or man-made obstructions, including but not limited to trees, brush, roots and other growth. Grantor shall not, nor permit third parties to, change the grade of the land, or remove the cover, over the pipelines without prior, written consent of the Grantee.

11. Grantor Reservation of Rights to Easement. Grantee does not acquire by this Easement and Right-of-Way Agreement, but expressly takes subject to and Grantor reserves to Grantor and to Grantor's heirs, successors and assigns, each and all of the following rights in and to Grantor's Land:

- (1) All oil, gas, sulphur, uranium, fissional materials, and other minerals ("Grantor's Minerals") under the surface of the Easement to be acquired herein; provided, however, that Grantor shall not be permitted to explore, drill, mine, produce or operate for Grantor's Minerals on the surface of the Easement, but will be permitted to extract Grantor's Minerals from under the Easement by directional drilling or other means, from land located outside the boundaries of the Easement, so long as Grantee's use of the Easement for the purposes set forth herein is not disturbed and the pipelines and facilities located thereon are left with proper, sufficient and permanent support and are not endangered, obstructed, injured or interfered with; and
- (2) The right to place paving and landscaping in the Easement and to pass back and forth across the Easement on foot or in passenger cars and trucks; the right to plant, grow and harvest crops and gardens thereon and graze livestock on the Easement.

12. Grantee Withholding of Certain Taxes. The Internal Revenue Code provides that a Grantee of a real property interest in the United States must withhold tax if the Grantor is a foreign person. Each Grantor hereby certifies under oath and subject to penalties of perjury that such Grantor is not a foreign person, foreign corporation, foreign trust or foreign estate, for purposes of Internal Revenue Code compliance.

13. Special Provisions.

- (1) GRANTEE HEREBY AGREES TO INDEMNIFY GRANTOR AND ITS EMPLOYEES, CUSTOMERS, INVITEES, AGENTS, SUCCESSORS AND ASSIGNS FROM AND AGAINST, AND TO REIMBURSE, GRANTOR AND ITS AGENTS, SUCCESSORS AND ASSIGNS WITH RESPECT TO ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, DAMAGES, EXPENSES OR CAUSES OF ACTION OF WHATEVER NATURE, SPECIFICALLY INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS OF SUIT PAID OR INCURRED BY GRANTOR, ITS EMPLOYEES, CUSTOMERS, INVITEES, AGENTS, SUCCESSORS AND ASSIGNS, ASSERTED BY OTHERS AND RELATED, DIRECTLY OR INDIRECTLY, TO GRANTEE'S USE OF THE EASEMENT PROPERTY AND THAT ARE CAUSED BY OR ARISE IN ANY MANNER OUT OF ACTS OR OMISSIONS OF GRANTEE, ITS AGENTS, EMPLOYEES, REPRESENTATIVES OR ANY OTHER PERSON UNDER GRANTEE'S CONTROL OR ACTING AT GRANTEE'S DIRECTION.
- (2) If Grantee, its successors or assigns, ceases to use the pipeline for a period of 2 consecutive years, this Easement and right-of-way will be considered abandoned. Promptly following receipt of a written request from Grantor, Grantee will furnish, at its expense, a release of Easement and right-of-way and will remove the pipeline from the Easement.
- (3) Grantee agrees that the initial installation of the pipeline(s) will be performed by the horizontal drilling method without the necessity of disturbing the surface of the Easement or Grantor's improvements currently located on the Easement.

14. Grantee Assignment. Grantee, and Grantee's successors and assigns, will have the right to assign or transfer this Easement and Right of Way Agreement in whole or in part.

15. Binding Effect. The terms and conditions hereof shall extend to and be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, devisees, successors, and assigns.

16. Entire Agreement. Subject to the terms hereof, Grantee shall have all other rights and benefits necessary or useful for the full and complete enjoyment and use of the Easement for the purposes stated herein. This document fully sets forth the terms and conditions mutually agreed to by the parties and there are no other oral or written agreements between the Grantor and Grantee which modify, alter or amend this Easement and Right-of-Way Agreement.

TO HAVE AND TO HOLD the Easement together with all and singular the privileges and appurtenances thereto in anywise belonging unto Grantor, its successors and assigns, forever. Subject to the matters set forth in Paragraph 1 of this instrument, Grantor does hereby bind Grantor, Grantor's heirs, successors and assigns to warrant and forever defend all and singular the Easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, and under Grantor, but not otherwise.

EXECUTED this 30th day of ~~February~~ ^{March}, 2009.

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association and successor in interest to First State Bank, Rio Vista, Texas

By: 
Gary D. Williams, Vice President

CORPORATE ACKNOWLEDGEMENT

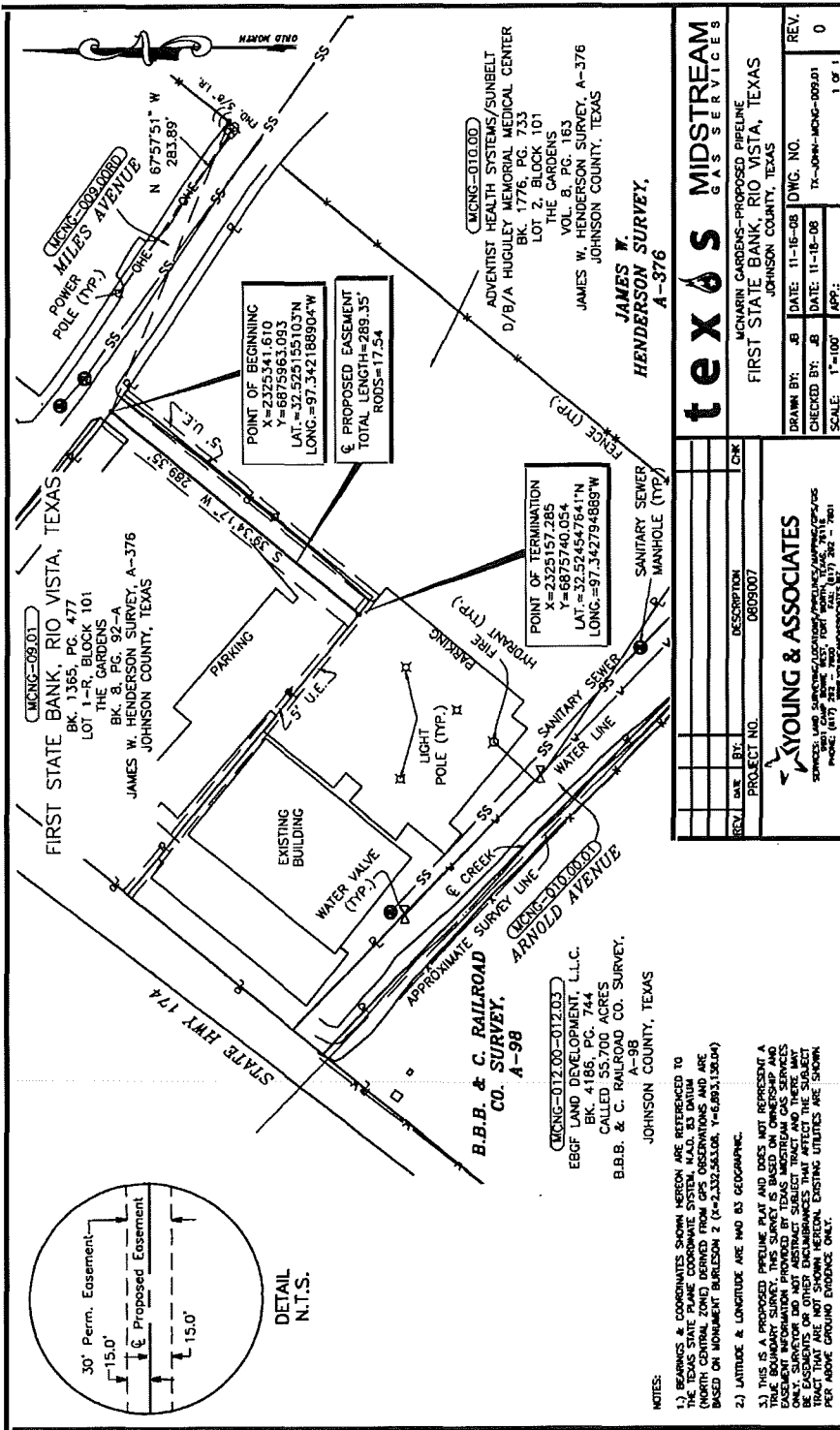
STATE OF NEW MEXICO §
 §
COUNTY OF Bernalillo §

This instrument was acknowledged before me on the 3^d day of ~~February~~ ^{March}, 2009 by Gary D. Williams, Vice President of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, on behalf of said association.



Beverly Rachel Chavez
Notary Public, State of New Mexico
Printed Name: Beverly Rachel Chavez
Commission Expires: 5/3/2012

EXHIBIT "A"

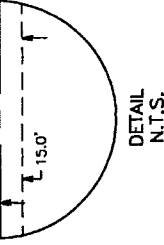


texo MIDSTREAM GAS SERVICES	
MCNARY GARDENS-PROPOSED PIPELINE	
FIRST STATE BANK, RIO VISTA, TEXAS	
JOHNSON COUNTY, TEXAS	
DRAWN BY: JB	DATE: 11-16-08
CHECKED BY: JB	DATE: 11-18-08
SCALE: 1"=100'	APP: 1 of 1
REV. 0	TR: JMW-MDCG-009.01

PROJECT NO.	0690007
DATE BY:	06/30/07
DESCRIPTION	0690007
CHK	

YOUNG & ASSOCIATES
 ENGINEERS, ARCHITECTS, SURVEYORS, PLANNERS, ENVIRONMENTAL SCIENTISTS
 10000 WEST 10TH AVENUE, SUITE 1000
 DENVER, COLORADO 80231
 PHONE: (303) 750-1000

NOTES:
 1.) BEARINGS & DISTANCES SHOWN HEREON ARE REFERENCED TO THE NORTH CENTRAL ZONE OF THE STATE M.D. MERIDIAN (NORTH CENTRAL ZONE DERIVED FROM GPS OBSERVATIONS AND ARE BASED ON MONUMENT BURELSON 2 (N=2,332,553.08, Y=6,893,136.04))
 2.) LATITUDE & LONGITUDE ARE NAD 83 GEOGRAPHIC.
 3.) THIS IS A PROPOSED PRELIMINARY PLAN AND DOES NOT REPRESENT A TRUE BOUNDARY SURVEY. THIS SURVEY IS BASED ON GPS OBSERVATIONS ONLY. SURVEYOR DID NOT ABSTRACT SUBJECT TRACT AND THERE MAY BE EASEMENTS OR OTHER ENCUMBRANCES THAT AFFECT THE SUBJECT PROPERTY. SURVEYOR HAS CONDUCTED VISUAL INSPECTION OF THE SUBJECT PER ABOVE CIRCUIT EVIDENCE ONLY.



DETAIL
 N.T.S.