

## PIPELINE EASEMENT AGREEMENT

STATE OF TEXAS           §  
  §        KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF LIVE OAK    §

**Grantor:**                    **N. DEGRAAF ADAMS, III**  
6031 Marie Lane  
Richmond, Texas 77406

**Grantee:**                   **NUSTAR LOGISTICS, L.P.**  
a Texas limited partnership  
19003 IH 10 West  
San Antonio, Texas 78257

With a mailing address of:  
P.O. Box 781609  
San Antonio, Texas 78278

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantor by these presents does hereby grant, bargain, sell and convey unto Grantee its successors and assigns the RIGHT OF WAY and EASEMENT to lay, construct, install, inspect, maintain, alter, repair, protect, replace, change the size of, substitute, operate, abandon in place, and remove one (1) twelve (12") inch diameter pipeline, a valve surface site, and related appurtenances (including, without limitation, valves, fittings, meters, cathodic protection, electrical supply, and other equipment) (the "**Pipeline**"), from time to time deemed by Grantee to be necessary or desirable in connection with the use and convenient operation of said Pipeline, for the transportation of oil, petroleum, gas, hydrocarbons, any of their related products, and substances necessary for the operation and maintenance of the Pipeline, including, but not limited to water or other liquid or mineral substances, in, over, under, through, and across the real property situated in Live Oak County, Texas, to-wit:

Called 250.611 acres of land, more or less, in the Thomas Henry Survey, A-13, Live Oak County, Texas, being more particularly described in that Warranty Deed with Vendor's Lien, dated October 7, 2013, from 4Birds Ranch, LLC, to N. DeGraaf Adams, III and recorded in Volume 270 Page 71 of the Official Public Records, Live Oak County, Texas (the "**Property**").

The right of way and easement area herein granted being more particularly described on Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof, and the valve surface

site area being more particularly described on Exhibit "C" and depicted on Exhibit "D" attached hereto and made a part hereof (collectively, the "**Easement Area**").

TO HAVE AND TO HOLD the aforesaid Easement Area, together with all and singular the rights and appurtenances thereto in any way belonging to Grantee and Grantee's successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors, and assigns to warrant and forever defend the Easement Area and rights granted hereunder unto Grantee and Grantee's successors and assigns against every person whomsoever claiming or to claim the Easement Area or any part thereof.

Grantor and Grantee agree that (1) during construction, installation, inspection, maintenance, alteration, repair, protection, replacement (including changing the size of and substitution), and removal of the Pipeline, Grantee shall have the right to use additional temporary workspace as depicted in Exhibit "B" (the "**Temporary Work Space**"); and (2) Grantee shall at all times have the right of ingress and egress over the Property to the Easement Area during the exercise of its rights granted herein; provided, however, that wherever practicable, Grantee will use the existing public, private, or farm roads to access the Easement Area.

It is understood and agreed by all parties, the Grantee is in the business of installation and operation of underground pipelines for the purpose of transmission of petroleum products, while the Grantor has no knowledge of such operations or relationship to the Grantee other than conveyance of the easement herein.

The Pipeline to be laid hereunder shall be buried to a minimum depth of thirty-six inches below the surface (including any drainage ditches, creeks and roads, except at those locations where rock is encountered, where the Pipeline may be buried at a lesser depth), so as not to interfere with the reasonable and ordinary use of the land. Grantee shall bury the Pipeline (other than above-ground appurtenances) and keep same buried with a cover of not less than thirty-six inches from the top of the pipe to the then-existing surface of the ground (except where rock is encountered).

Grantor reserves for itself, its successors and assigns, the right to use and enjoy the Easement Area for such purposes as do not unreasonably interfere with the rights granted herein, provided, however, such rights shall not include the right to construct, maintain or permit to be constructed or maintained any house, structure, pond, reservoir, or obstruction on, over, or under the Easement Area. Grantor shall not substantially change the grade over the Easement Area.

Grantor agrees that the initial consideration paid to Grantor herein includes: (a) all normal and customary damages corresponding to the initial construction of the Pipeline; and (b) all damages for removal of trees, brush, undergrowth and other obstructions from the Easement Area and Temporary Work Space by Grantee during the initial construction of the Pipeline; provided, however, the initial consideration does not include damages to fences or reseeding grass, both of which are provided for below. Grantee shall have the right to clear, and keep cleared, all trees, brush, undergrowth and other obstructions from the Easement Area without additional

compensation to Grantor. Grantee shall not pay or be liable for any other or additional compensation or damages related to the initial construction or removal of trees, brush, undergrowth and other obstructions from the Easement Area. Grantee agrees to reimburse Grantor, or its designated agent or tenant as their respective interests may appear, for actual damages to growing crops, grasses, shrubbery, or fences on the Easement Area caused by Grantee's exercise of its rights hereunder, in connection with the subsequent construction, operation, inspection, maintenance, alteration, repair, protection, modification (including changing the size of and substitution) of the Pipeline.

Grantor specifically reserves the right; (i) to grant additional easements or rights-of-way across (but not parallel to, unless authorized in writing by Grantee, which authorization shall not be unreasonably withheld) the Pipeline Easement to such other parties and for such purposes as Grantor may desire, (ii) to extend and construct roads and passageways at any angle of not less than forty-five (45) degrees to Grantee's pipeline, and across the Pipeline Easement which do not damage, destroy, or alter the operation of the pipeline; provided that, in all such cases, Grantee shall not be unreasonably disturbed in the use and enjoyment of the rights granted to Grantee. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

Upon cessation of the use of the pipeline for purposes above set forth for a period for twenty-four (24) consecutive months, the Easement shall terminate and all rights hereunder shall revert automatically to Grantor, its successors and assigns, without the necessity of a release or conveyance of any kind. Upon termination of this Easement for any reason (including, but not limited to abandonment of the same), Grantee may either abandon the Pipeline (or either of them) in place or remove them (or either of them) Grantee, if it chooses to remove any Pipeline, shall have six (6) months within which to commence the removal of its pipeline, and thereafter diligently continue such removal operations until the same has been fully completely removed and the surface restored to substantially the same condition as the adjoining property of Grantor.

General Indemnification: To the maximum extent permitted by Law, Grantee will release, indemnify, and hold harmless Grantor from and against any and all Liabilities caused by the exercise of Grantee's rights under this agreement in connection with: (i) bodily injury (including death) of any person other than a Representative and (ii) loss of use or damage to property, including Grantor's real property or any personal property owned by Grantor. Grantee intends the foregoing release, indemnification and hold harmless obligations to apply to the extent that such Liabilities are caused by the negligence, willful misconduct or other fault of Grantee and/or its Representatives. As used in this agreement "Representative" means the officers, directors, employees, contractors (including all subcontractors), invitees and other representatives of Grantee; "Law" means all applicable federal, state and local codes, constitutions, decrees, directives, laws, licenses, ordinances, injunctions, orders, permits, regulations, requirements, rules and statutes; and "Liabilities" means all actions, claims, causes of action, costs, demands,

damages, expenses, fines, lawsuits, liabilities, losses, obligations and penalties, including court costs, defense costs, settlement costs and reasonable attorneys' fees.

Indemnification for Representatives: In addition to the release, indemnification and hold harmless obligation stated in the preceding paragraph and to the maximum extent permitted by Law, Grantee will release, indemnify, and hold harmless Grantor from and against any and all Liabilities in connection with bodily injury (including death) sustained by a Representative except for Liabilities resulting from the sole gross negligence of the Grantor or the officers, directors, employees, contractors (including all subcontractors), and invitees of Grantor.

During construction, and upon written request, Grantee shall provide Grantor with a waiver of subrogation on its insurance policies covering General Liability, Automobile Liability, Workers' Compensation/Employer's Liability, and Umbrella(s) Liability to a limit of not less than ten (\$10,000,000) million dollars. During construction, Grantee shall cause Grantor to be named as an "Additional Assured" on above insurance policies, except Workers' Compensation.

During construction, Grantee may cut existing fences and install a wire gap sufficient to turn cattle at such locations where the Pipeline crosses said existing fences. Before any fence is cut by Grantee, it shall be properly supported on either side of the contemplated opening by suitable posts and braces. All fences cut or disturbed by Grantee shall be repaired by Grantee in a good and workmanlike manner. Grantee may install permanent gates at such locations that it deems necessary for the purpose of ingress and egress to facilitate the maintenance and operation of the Pipeline.

Upon completion of Grantee's work contemplated herein, Grantee shall remove all of its trash, rubble, debris, and equipment from the Easement Area and Temporary Work Space. Furthermore, Grantee shall either (i) remove debris from clearing trees, brush, and other vegetation within the Easement Area and Temporary Work Space from the Property or (ii) mulch said vegetative debris and spread evenly across the Easement Area and Temporary Work Space; provided however, that said mulch shall not be spread across Grantor's roads. Grantee shall disc and level the Easement Area to as near its original condition as is reasonably possible. Furthermore, Grantee shall compensate Grantor, the fair market value to purchase and costs to apply native grass seed to the Easement Area and Temporary Work Space.

No employee, representative or contractor of Grantee or any other person allowed to come upon Grantor's Property by Grantee shall be permitted to hunt, fish, swim, picnic or camp on the Property and no dog, gun, firearm, fishing equipment, game-calling instruments, night hunting paraphernalia, bows and arrows, or smoking will be permitted on Grantor's Property.

This agreement is further subject to the terms of Exhibit "E" attached hereto and made a part hereof.

It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies for breach of this agreement does not preclude pursuit of any other remedies available at law or in equity. This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement. If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular includes the plural and neuter includes the masculine or feminine gender, and vice versa. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

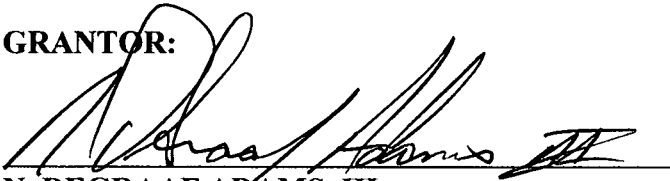
This agreement shall be considered as a covenant running with the land and the terms, conditions, and provisions of this agreement shall extend to and be binding upon the heirs, devisees, executors, administrators, successors, and assigns of the parties hereto.

This agreement may be executed in multiple counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

The consideration above recited is in full payment for every right hereby granted to Grantee. Grantee may assign, mortgage, pledge, or encumber its rights granted herein, in whole or in part.

This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction and the exclusive venue shall be Harris County, Texas.

Executed on the dates of the acknowledgments below, to be effective as of 26<sup>th</sup> May 2014  
2014.

**GRANTOR:**  
  
N. DEGRAAF ADAMS, III

STATE OF TEXAS                   §  
  §  
COUNTY OF Wharton         §

This instrument was acknowledged before me this 26 day of May,  
2014, by N. DeGraaf Adams, III.



William E. Thompson  
Notary Public, State of Texas



NUSTAR LOGISTICS LP

EXHIBIT "A"  
LIVE OAK COUNTY, TEXAS  
30 FOOT WIDE PERMANENT EASEMENT DESCRIPTION

TXL0K047-010  
April 30, 2014  
Sheet 1 of 1  
Revision No. 4

A 30 foot wide permanent easement, as shown on sheets 1, and 2, of Exhibit "B", being situated in the Thomas Henry Survey, Abstract No. 13, Live Oak County, Texas, out of a called 250.611 acre tract of land, described in deed to N. Degraaf Adams III, recorded in Volume 270, Page 71, Official Public Records, Live Oak County, Texas, (O.P.R.L.O.C.T.), said 30 foot wide permanent easement being more particularly described by metes and bounds description as follows:

BEGINNING (P.O.B. X=2225728.83, Y=13370618.40) at a point on the East line of said 250.611 acre tract, from which a 60D nail found for the Northeast corner of said 250.611 acre tract, bears North 15°23'37" West, a distance of 677.26 feet;

THENCE South 22°19'09" East, a distance of 18.69 feet;

THENCE South 39°36'23" East, a distance of 18.34 feet;

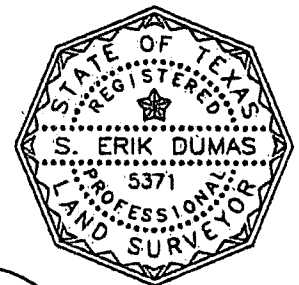
THENCE North 85°54'20" West, a distance of 5,243.31 feet to a point on the West line of said 250.611 acre tract, also being the East line of a called 2,744.85 acre tract of land described in a deed to Sinor Ranch Ltd., recorded in Volume 573, Page 172 (O.P.R.L.O.C.T.);

THENCE North 00°44'46" East, along the West line of said 250.611 acre tract, a distance of 30.05 feet, from which a 5/8-inch iron rod found for the Northwest corner of said 250.611 acre tract bears North 00°44'46" East, a distance of 345.45 feet;

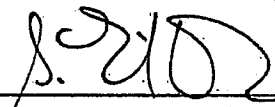
THENCE South 85°54'20" East, a distance of 5,224.08 feet, to the POINT OF BEGINNING (P.O.B.), and containing 156,960 square feet, or 3.603 acres.

All bearings and distances contained herein are grid, based upon the Texas State Plane Coordinate System, South Central Zone, of the North American Datum 1983, in U.S. Survey Feet.

Plat of even date accompanies this field note description (EXHIBIT "B").



Topographic Land Surveyors  
1400 Everman Parkway  
Suite 197  
Fort Worth, TX 76140

  
S. ERIK DUMAS, R.P.L.S. No. 5371  
SURVEYED ON THE GROUND: January 24, 2014

# EXHIBIT "B"

## THOMAS HENRY SURVEY, A-13 LIVE OAK COUNTY, TEXAS EASEMENT PLAT

TOTAL LENGTH: 5,230.65 FEET OR 317.01 RODS  
PERMANENT EASEMENT: 3.60 ACRES OR 156,960 SQ. FT.  
TEMPORARY WORKSPACE: 5.78 ACRES OR 251,603 SQ. FT.

LINE	BEARING	DISTANCE
P1	S 22°19'09" E	18.65'
P2	S 39°35'23" E	18.34'
P3	N 85°54'20" W	5243.31'
P4	N 00°44'46" E	30.05'
P5	S 85°54'20" E	5224.08'

LINE	BEARING	DISTANCE
T1	N 85°54'20" W	3713.43'
T2	N 04°05'40" E	70.00'
T3	S 85°54'20" E	150.00'
T4	S 04°05'40" W	50.00'
T5	S 85°54'20" E	2727.72'
T6	N 70°20'28" E	265.50'
T7	S 85°54'20" E	65.00'
T8	S 04°05'40" W	200.00'
T9	S 85°54'20" E	50.00'
T10	S 04°05'40" W	275.78'
T11	S 85°54'20" E	22.33'

LINE	BEARING	DISTANCE
T13	S 39°35'23" E	13.83'
T14	N 85°54'20" W	5252.28'
T15	N 00°44'46" E	10.02'
T16	S 85°54'20" E	5243.31'

LINE	BEARING	DISTANCE
T17	N 00°44'46" E	70.12'
T18	S 85°54'20" E	139.53'
T19	S 04°05'40" W	50.00'
T20	S 85°54'20" E	822.72'
T21	N 04°05'40" E	50.00'
T22	S 85°54'20" E	150.00'
T23	S 04°05'40" W	70.00'
T24	N 85°54'20" W	1108.15'



SCALE: 1" = 300'  
0 150' 300'

SEE PAGE 2  
MATCHLINE

### LEGEND

- SURVEYED BASELINE
- TRACT BORDER
- EDGE OF EASEMENT
- TEMPORARY WORKSPACE
- FENCE LINE
- EXISTING PIPELINE
- IRON ROD FOUND (IRF)
- NAIL FOUND

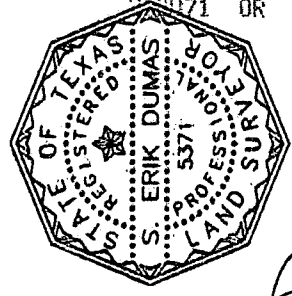
**TOPOGRAPHIC**  
LOYALTY INNOVATION LEGACY  
1400 EVERMAN PARKWAY, S.B. 197 - FT. WORTH, TEXAS 76140  
TELEPHONE: (817) 744-1512 - FAX (817) 744-7548  
TEXAS PRM REGISTRATION NO. 10042504  
WWW.TOPOGRAPHIC.CO

REVISION:	INT	DATE
	CAR	03/19/14
SME	04/11/14	
SED	04/24/14	
CAB	04/30/14	

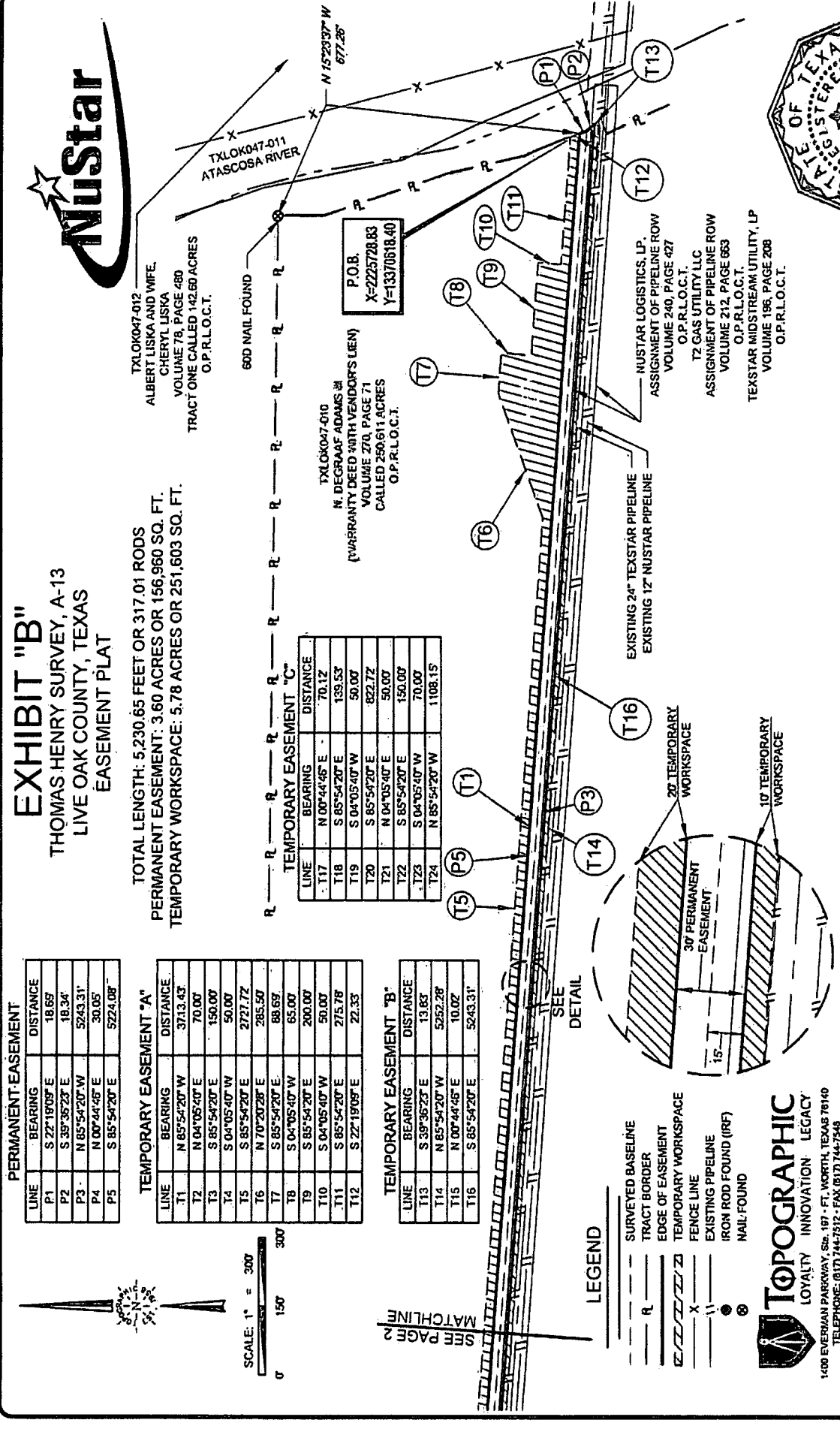
  

DATE:	03/06/2014
FILE:EP_TXL0K047-010_REV14	
DRAWN BY:	S.M.E.
SHEET:	1 OF 2

- NOTES:
1. ORIGINAL DOCUMENT SIZE: 11" X 8.5"
  2. ALL BEARINGS, DISTANCES, ACRES AND COORDINATE VALUES CONTAINED HEREIN ARE GRID BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, U.S. SURVEY FEET, NORTH AMERICAN DATUM 1983.
  3. CERTIFICATION IS MADE ONLY TO THE LOCATION OF THIS EASEMENT, IN RELATION TO THE EVIDENCE FOUND DURING A FIELD SURVEY, MADE ON THE GROUND, UNDER MY SUPERVISION, AND USING DOCUMENTATION PROVIDED BY MUSTAR ONLY. UTILITIES AGENTS THAT WERE CONTACTED ON THE DATE OF THIS SURVEY HAVE KNOWN THE GENERAL LOCATION OF THIS EASEMENT AND THE LOCATION OF WHICH SHOWN ON THE FACE OF THIS PLAT AND IS NON-TRANSFERABLE, AND MADE FOR THIS TRANSACTION ONLY.
  4. ADDITIONAL INFORMATION SHOWN FOR INFORMATIONAL PURPOSES ONLY.
  5. B.O.P.O.B. = BEGINNING OF LINEPOINT OF BEGINNING
  6. O.P.R.L.O.C.T. = OFFICIAL PUBLIC RECORDS LIVE OAK COUNTY, TEXAS



S. Erik Dumas  
S. ERIK DUMAS, R.P.L.S. No. 5371  
SURVEYED ON THE GROUND: January 24, 2014  
Field note description of even date accompanies this plat.



TXL0K047-012  
ALBERT LISKA AND WIFE,  
CHERYL LISKA  
VOLUME 78, PAGE 480  
TRACT ONE CALLED 142.60 ACRES  
O.P.R.L.O.C.T.

60D NAIL FOUND

P.O.B.  
X=225728.83  
Y=13370618.40

TXL0K047-010  
N. DEGRAAF ADAMS &  
(WARRANTY DEED WITH VENDOR'S LEM)  
VOLUME 70, PAGE 71  
CALLED 250.611 ACRES  
O.P.R.L.O.C.T.

MUSTAR LOGISTICS, LP  
ASSIGNMENT OF PIPELINE ROW  
VOLUME 240, PAGE 427  
O.P.R.L.O.C.T.

T2 GAS UTILITY LLC  
ASSIGNMENT OF PIPELINE ROW  
VOLUME 212, PAGE 663  
O.P.R.L.O.C.T.

TEXSTAR MIDSTREAM UTILITY, LP  
VOLUME 196, PAGE 208  
O.P.R.L.O.C.T.



# EXHIBIT "B"

THOMAS HENRY SURVEY, A-13  
LIVE OAK COUNTY, TEXAS  
EASEMENT PLAT

TOTAL LENGTH: 5,230.65 FEET OR 317.01 RODS  
PERMANENT EASEMENT: 3.60 ACRES OR 156,960 SQ. FT.  
TEMPORARY WORKSPACE: 5.78 ACRES OR 251,603 SQ. FT.

## LEGEND

- SURVEYED BASELINE
- TRACT BORDER
- EDGE OF EASEMENT
- TEMPORARY WORKSPACE
- FENCE LINE
- EXISTING PIPELINE
- IRON ROD FOUND (RF)
- ⊙ NAIL FOUND

LINE	BEARING	DISTANCE
P1	S 22°19'09" E	18.69'
P2	S 39°36'23" E	18.94'
P3	N 85°54'20" W	5243.31'
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P5	S 85°54'20" E	5224.08'

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T4	S 04°05'40" W	50.00'
T5	S 85°54'20" E	2727.72'
T6	N 70°20'28" E	265.50'
T7	S 85°54'20" E	88.59'
T8	S 04°05'40" W	65.00'
T9	S 85°54'20" E	200.00'
T10	S 04°05'40" W	50.00'
T11	S 85°54'20" E	275.78'
T12	S 22°19'09" E	22.33'

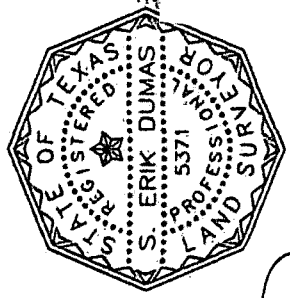
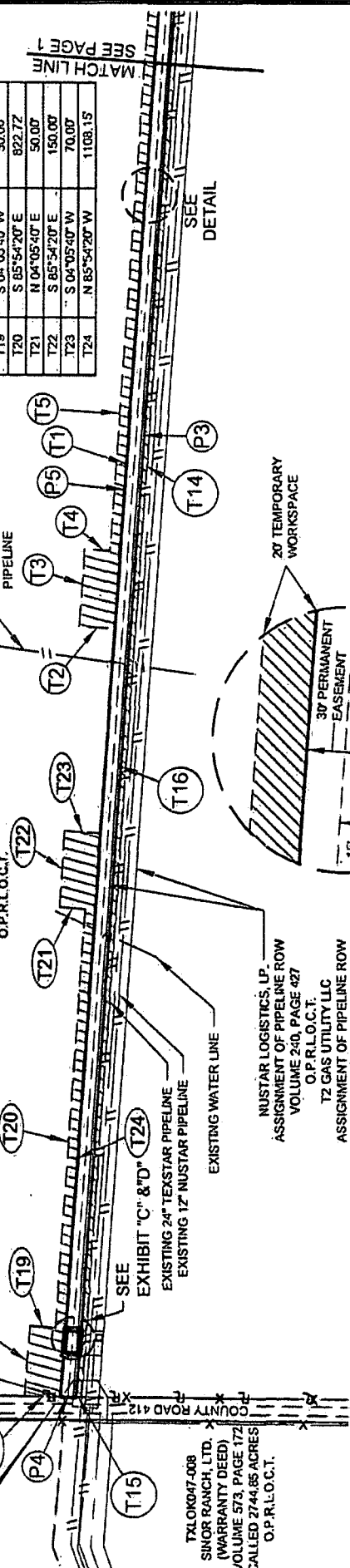
LINE	BEARING	DISTANCE
T13	S 39°36'23" E	13.83'
T14	N 85°54'20" W	5252.28'
T15	N 00°44'46" E	10.02'
T16	S 85°54'20" E	5243.31'

LINE	BEARING	DISTANCE
T17	N 00°44'46" E	70.12'
T18	S 85°54'20" E	139.53'
T19	S 04°05'40" W	50.00'
T20	S 85°54'20" E	822.72'
T21	N 04°05'40" E	50.00'
T22	S 85°54'20" E	150.00'
T23	S 04°05'40" W	70.00'
T24	N 85°54'20" W	1108.15'

TXLK047-010  
N. DEGRAAF ADAMS III  
(WARRANTY DEED WITH VENDOR'S LIEN)  
VOLUME 270, PAGE 71  
CALLED 250.611 ACRES  
O.P.R.L.O.C.T.

58" IRON ROD FOUND  
N 00°44'46" E  
345.45'

P.O.B.  
T.W.S. "C"  
X=2220518.09  
Y=13370391.41



S. Erik Dumas  
Handwritten signature

S. ERIK DUMAS, R.P.L.S. No. 5371  
SURVEYED ON THE GROUND: January 24, 2014  
Field note description of even date accompanies this plat (Exhibit "A", "C" & "D").

- NOTES:
- ORIGINAL DOCUMENT SIZE: 11" X 15"
  - ALL BEARINGS, DISTANCES, ACRES AND COORDINATE VALUES CONTAINED HEREIN ARE BASED UPON THE SURVEY DATA FOR THE CHOKO CANYON LOOP PIPELINE SYSTEM, SOUTH CENTRAL ZONE, LIVE OAK COUNTY, TEXAS.
  - THIS CERTIFICATE IS MADE ONLY TO THE LOCATION OF THIS EASEMENT, IN RELATION TO THE SURVEYED AND ADJACENT LANDS, AND IS NOT TO BE CONSIDERED AS A FIELD SURVEY MADE UNDER MY SUPERVISION, AND USING DOCUMENTATION PROVIDED BY MUSTAR ONLY.
  - UTILITIES/EASEMENTS THAT WERE VISIBLE ON THE DATE OF THIS SURVEY, WITHIN ADJACENT TRACTS, HAVE BEEN LOCATED AS SHOWN HEREON OF WHICH I HAVE KNOWLEDGE. THIS CERTIFICATION IS LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS PLAT AND IS NON-TRANSFERABLE, AND MADE FOR THIS TRANSACTION ONLY.
  - ADDITIONAL INFORMATION SHOWN FOR INFORMATIONAL PURPOSES ONLY.
  - B.O.L.P.O.B. = BEGINNING OF UNSETTLED OF BEGINNING
  - O.P.R.L.O.C.T. = OFFICIAL PUBLIC RECORDS LIVE OAK COUNTY, TEXAS

**TOPOGRAPHIC**  
LOYALTY: INNOVATION LEGACY  
1400 EVERMAN PARKWAY, SUITE 197 - FT. WORTH, TEXAS 76140  
TELEPHONE: (817) 744-7512 - FAX (817) 744-7548  
TEXAS FIRM REGISTRATION NO. 18042504  
WWW.TOPOGRAPHIC.COM

REVISION:	
INT	DATE
CAR	03/19/14
SME	04/11/14
SED	04/24/14
CAB	04/30/14

CHOKO CANYON LOOP PIPELINE	DATE: 03/06/2014
FILE: EP_TXLK047-010_REV4	DRAWN BY: S.M.E.
	SHEET: 2 OF 2

NUSTAR LOGISTICS LP

EXHIBIT "C"  
LIVE OAK COUNTY, TEXAS  
0.03 ACRE SURFACE SITE DESCRIPTION

TXLOK047-010  
April 30, 2014  
Sheet 1 of 1  
Revision No. 4

Being a 0.03 acre site, as shown on Sheet 1 of 1 of Exhibit "D", being situated in the Thomas Henry Survey, Abstract No. 13, Live Oak County, Texas, out of a called 250.611 acre tract of land, described in deed to N. Degraaf Adams III, recorded in Volume 270, Page 71, Official Public Records, Live Oak County, Texas, (O.P.R.L.O.C.T.), said 0.03 of an acre site being more particularly described by metes and bounds description as follows:

BEGINNING (P.O.B. X= 2220603.30, Y= 13370985.31) at a capped 1/2-inch iron rod stamped "TOPOGRAPHIC" set for the Northwest corner of this site, from which a 5/8-inch iron rod found for the Northwest corner of said 250.611 acre tract, bears North 12°55'55" West, a distance of 360.67 feet;

THENCE South 85°54'20" East, a distance of 50.00 feet to a capped 1/2-inch iron rod stamped "TOPOGRAPHIC" set for the Northeast corner of this site;

THENCE South 04°05'40" West, a distance of 30.00 feet to a capped 1/2-inch iron rod stamped "TOPOGRAPHIC" set for the Southeast corner of this site;

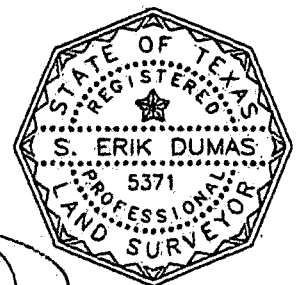
THENCE North 85°54'20" West, a distance of 50.00 feet to a capped 1/2-inch iron rod stamped "TOPOGRAPHIC" set for the Southwest corner of this site;

THENCE North 04°05'40" East, a distance of 30.00 feet, to the POINT OF BEGINNING (P.O.B.), and containing 1,500 square feet, or 0.03 acre.

All bearings and distances contained herein are grid, based upon the Texas State Plane Coordinate System, South Central Zone, of the North American Datum 1983, in U.S. Survey Feet:

Plat of even date accompanies this field note description (EXHIBIT "D").

Topographic Land Surveyors  
1400 Everman Parkway  
Suite 197  
Fort Worth, TX 76140



*S. Erik Dumas*  
S. ERIK DUMAS, R.P.L.S. No. 5371  
SURVEYED ON THE GROUND: January 24, 2014

# EXHIBIT "D"

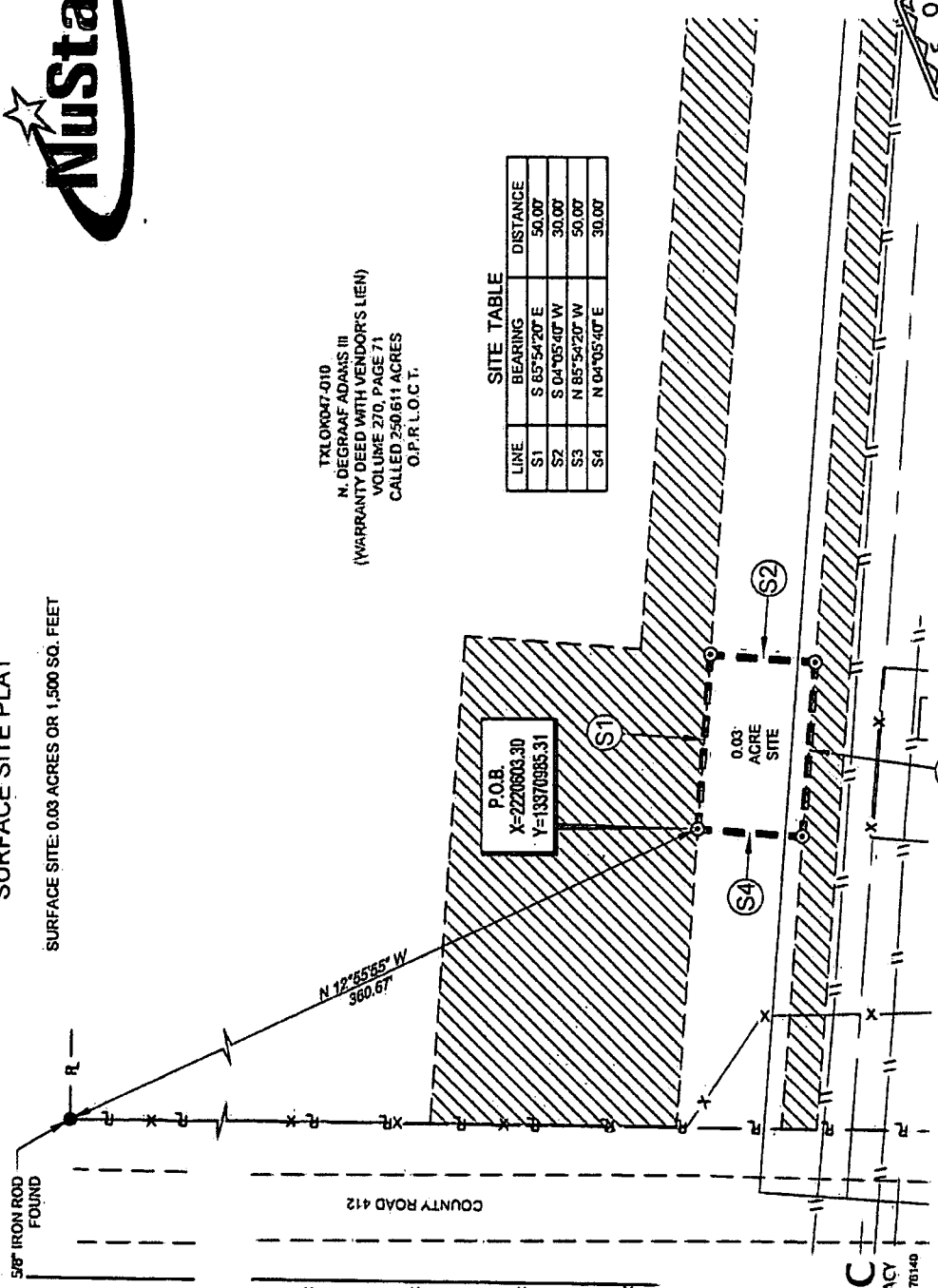
THOMAS HENRY SURVEY, A-13  
LIVE OAK COUNTY, TEXAS  
SURFACE SITE PLAT

SURFACE SITE: 0.03 ACRES OR 1,500 SQ. FEET



TXL0K047-010  
M. DEGRAAF ADAMS III  
(WARRANTY DEED WITH VENDORS LIEN)  
VOLUME 270, PAGE 71  
CALLED 250.611 ACRES  
O.P.R.L.O.C.T.

LINE	BEARING	DISTANCE
S1	S 65°54'20" E	50.00'
S2	S 04°05'40" W	30.00'
S3	N 85°54'20" W	50.00'
S4	N 04°05'40" E	30.00'



TXL0K047-008  
SINOR RANCH, LTD.  
(WARRANTY DEED)  
VOLUME 573, PAGE 172  
CALLED 2744.85 ACRES  
O.P.R.L.O.C.T.

### LEGEND

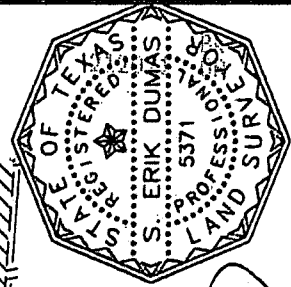
- RL — TRACT BORDER
- SURFACE SITE
- TEMPORARY WORKSPACE
- X — FENCE LINE
- 11 — EXISTING PIPELINE
- IRON ROD FOUND (IRF)
- 1/2" IRON ROD SET
- STAMPED TOPOGRAPHIC

**TOPOGRAPHIC**  
LOYALTY · INNOVATION · LEGACY  
1400 EVERMAN PARKWAY, Ste. 187 - FT. WORTH, TEXAS 76140  
TELEPHONE: (817) 744-7512 - FAX: (817) 744-7548  
TEXAS FIRM REGISTRATION NO. 1004254  
WWW.TOPOGRAPHIC.COM

NOTES:

1. ORIGINAL DOCUMENT SIZE: 11" X 8.5"
2. ALL BEARINGS, DISTANCES, ACREAGES AND COORDINATE VALUES CONTAINED HEREIN ARE GRID BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, U.S. SURVEY FEET, NORTH AMERICAN DATUM 1983.
3. CERTIFICATION IS MADE ONLY TO THE LOCATION OF THIS EASEMENT, IN RELATION TO THE EVIDENCE FOUND DURING A FIELD SURVEY MADE ON THE GROUND, UNDER MY SUPERVISION, AND USING DOCUMENTATION PROVIDED BY MUSTAR, ONLY UTILIZING EASEMENTS THAT WERE VISIBLE ON THE DATE OF THIS SURVEY, WITH THE UNDERSTANDING THIS EASEMENT, HAVE BEEN LOCATED AS SHOWN HEREON OF WHICH I HAVE KNOWLEDGE. THIS CERTIFICATION IS LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS PLAT AND IS NON-TRANSFERABLE, AND MADE FOR THIS TRANSACTION ONLY.
4. ADDITIONAL INFORMATION SHOWN FOR INFORMATIONAL PURPOSES ONLY.
5. B.O.L.P.O.B. = BEGINNING OF LINE/POINT OF BEGINNING
6. O.P.R.L.O.C.T. = OFFICIAL PUBLIC RECORDS LIVE OAK COUNTY, TEXAS

REVISION:	CHOKO CANYON LOOP PIPELINE	
	INT	DATE
CAR	03/19/14	
SME	04/11/14	
SED	04/24/14	
CAB	04/30/14	
DATE:	03/06/2014	
FILE:EP_TXL0K047-010_REV4		
DRAWN BY:	S.M.E.	
SHEET:	1 OF 1	



*S. Erik Dumas*  
S. ERIK DUMAS, R.P.L.S. No. 5371  
SURVEYED ON THE GROUND: January 24, 2014  
Field note description of even date accompanies this plat.

Bk Vol Pg  
212071 OR 290 469

8h Filed for Record in:  
Live Oak County  
On: Jun 24, 2014 at 02:46P  
Document Number: 212071  
Amount: 70.00  
Receipt Number - 13569  
By:  
Marina Llanas, Deputy  
  
Karen Irving, County Clerk  
Live Oak County

STATE OF TEXAS  
COUNTY OF LIVE OAK  
THIS IS TO CERTIFY THAT THE  
FOREGOING IS A TRUE AND CORRECT  
COPY OF THE DOCUMENT ON FILE IN  
MY OFFICE WITNESS MY HAND AND  
OFFICIAL SEAL THIS 24th DAY OF

June, 2014  
KAREN IRVING, COUNTY CLERK  
BY Marina Llanas  
DEPUTY

Hold: Pam Brooks