

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

RIGHT-OF-WAY AGREEMENT

**Project: W.G. Jackson #1H
Line: 25172
AFE: 150229**

STATE OF TEXAS

COUNTY OF JOHNSON

This Right-of-Way Agreement ("Agreement") is granted by SHEILA K. LEGGETT ("Grantor" whether one or more) to SOUTHWESTERN GAS PIPELINE, INC., ("Grantee").

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, bargains, sells, and conveys to Grantee, its successors, and assigns, the right, privilege, right-of-way, and easement to construct, maintain, operate, inspect, repair, alter, replace, change the size of, abandon in place, and remove pipeline(s) and equipment and facilities appurtenant to those pipeline(s) as may be necessary or convenient for the transportation of oil, natural gas, petroleum products, or any other liquids, gases (including inert gases), or substances by pipeline (the "Easement") across, under, and through Grantor's lands in Johnson County, Texas, described as:

All that certain tract or parcel of land containing 6.25 acres of land, more or less situated in the William Jackson Survey, A-462, Johnson County, Texas and more particularly described in that certain Warranty Deed with Vendor's Lien, dated April 17, 2007 from Barbara Jean Ellis and Billy Ellis as husband and wife to Sheila K. Leggett and Richard Leggett, husband and wife, recorded in Volume 4078, Page 107, of the Official Public Records of Johnson County, Texas.

More legally described in the attached plat, marked as Exhibit 'A', attached hereto and incorporated herein. The Easement shall be sixty feet (60') in width during construction. After completion of the initial construction and installation, the Permanent Easement shall revert to thirty feet (30') in width. Included in this agreement is one (1) 40' x 60' above ground site and one (1) 30' x 75' above ground site for meters, meter runs, valves and launchers and receivers.

Grantee, its successors and assigns, have the right to hold the Easement so long as it is used by, or useful to, Grantee for the purposes stated herein. Grantor and Grantor's heirs, legal representatives, successors, and assigns are hereby bound to warrant and forever defend all and singular the Easement unto Grantee, its successors, and assigns, against all persons whomsoever lawfully claiming or to claim the same, or any part thereof.

Grantee has the right from time to time to construct, maintain, operate, inspect, repair, alter, replace, change the size of, abandon in place and remove additional pipelines pursuant to this Agreement. After completion of construction of any additional pipeline, Grantee will pay Grantor consideration based on the number of feet of such additional line times the fractional interest depicting Grantor's proportionate interest in the Lands.

Grantor reserves the right to use the Lands in any manner that will not prevent or interfere with Grantee's exercise of the rights granted herein; provided, however, that Grantor may not construct nor permit to be constructed, any obstruction, building, improvement, or other structure over, under, or unreasonably near any of Grantee's pipelines or facilities without the express prior written consent of Grantee, to be given or withheld by Grantee in its sole discretion. Grantor may not change the grade of the land over Grantee's pipelines.

Grantee will have all of the rights and benefits necessary or convenient for Grantee's exercise of the rights granted herein, including, but not limited to, the right of ingress and egress over and across the Lands and adjacent lands of Grantor, the right to use any roads on the Lands and adjacent lands of Grantor, and the right, from time to time, to cut all trees, undergrowth, and other obstructions on the Lands that, in Grantee's judgment, may injure, endanger, or interfere with the Easement.

If the route of a pipeline to be constructed hereunder crosses any road, railroad, creek, waterway, uneven terrain, or other place requiring extra work space in Grantee's exercise of the rights granted herein, Grantee will have the right and temporary access to such additional work space as may be reasonable and necessary.

Grantee may assign this Agreement in whole or in part.

Grantee will bury all pipelines at least 48 inches in depth. Grantee will pay for any physical damage to growing crops, timber, fences, or other structural improvements directly caused by Grantee's exercise of the rights granted herein except for any damages caused by maintaining and clearing of the Easement as permitted herein. The parties agree that the consideration paid contemporaneously herewith includes payment for initial construction, crop, and land surface damages.

Grantee agrees to dispose of all brush and trees cut from right of way by either burning or piling in an area designated by Grantor or their duly authorized representatives which includes the Ranch foreman.

When rock conditions are encountered in the construction of the pipeline rock shall be removed from said premises or deposited on premises at a place designated by Grantor. The word rock as used herein shall not include sand, gravel or rocks less than three inches (3") in diameter.

Grantee agrees to install "H" fixtures prior to cutting fences and to rebuild that portion cut in a good workman manner. Grantee also agrees that such fences as have been cut will be closed at all times except when construction work underway necessitates an opening therein. Upon completion of construction, Grantee agrees to install 16' gates and the appropriate number of "H" fixtures for support at all fence crossings.

Grantee will remove the topsoil from the pipeline trench and will segregate said topsoil from the subsoil excavated from the trench. After the pipeline has been installed, the topsoil shall be replaced to its original position relative to the subsoil. Grantee agrees to restore the surface drainage contour on the premises existing prior to installation of said pipeline and reseed the area with Rye grass and then reseed with Giant Bermudagrass in the spring.

This Agreement constitutes the complete and final expression of the parties' agreement relating to the subject matter and supersedes the parties' previous contracts, agreements, and understandings, whether oral or written, relating to such subject matter. This Agreement may not be modified, or any of the terms hereof waived, except by a written instrument referring specifically to this Agreement executed by the parties.

This Agreement is a covenant running with the land and is binding on the parties and their respective heirs, executors, administrators, successors, and assigns.

Grantor has executed this Right-of-Way Agreement this 18th day of November 2009.

GRANTOR:

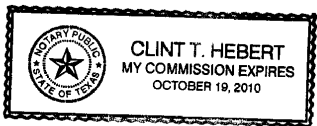

SHEILA K. LEGGETT

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF JOHNSON

This instrument was acknowledged before me on the 18th day of November 2009 by
Sheila K. Leggett.

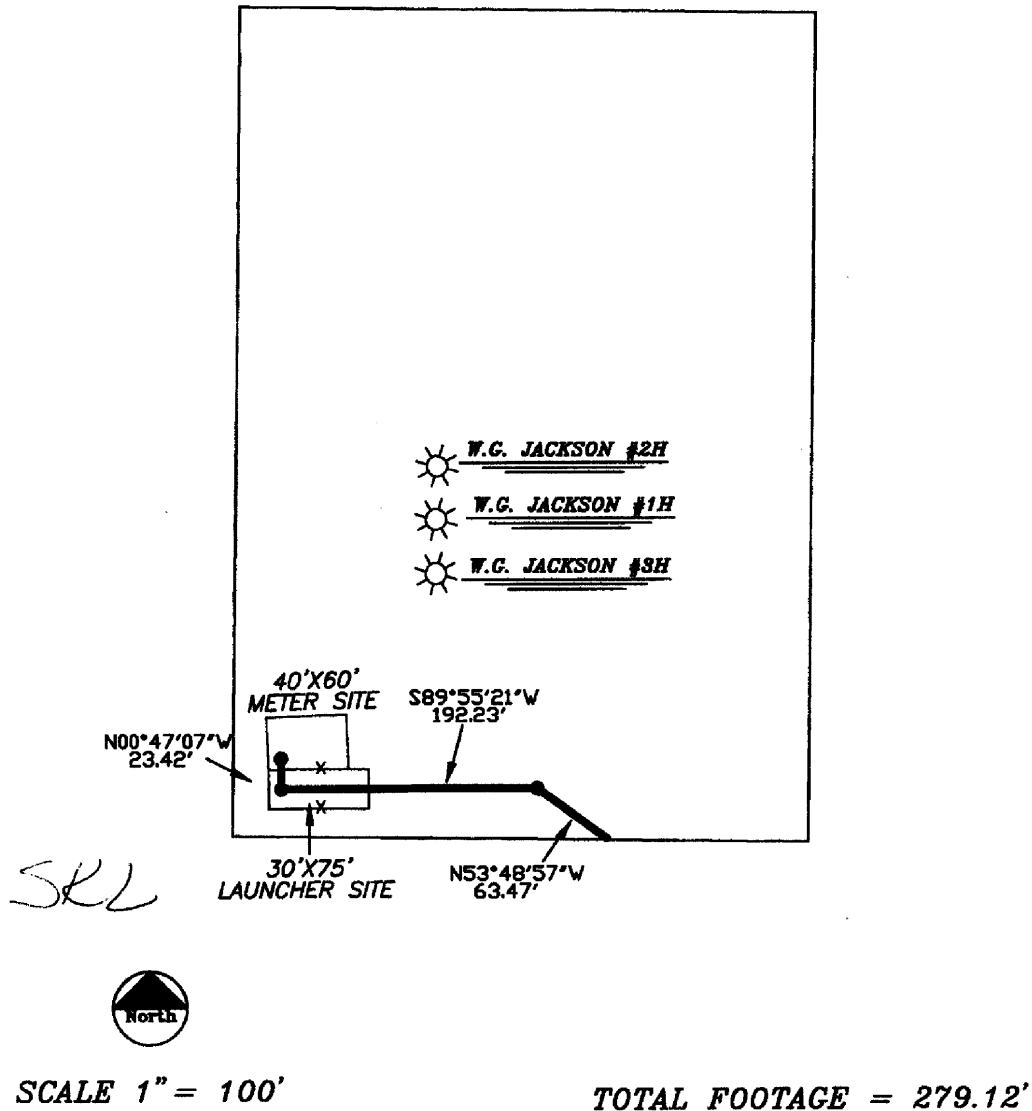


A handwritten signature in cursive script, appearing to read "Clint T. Hebert". The signature is written in dark ink over a horizontal line.

Notary Public, State of Texas

Please return to:
Southwestern Gas Pipeline, Inc.
Attn: Clint Hebert
P.O. Box 1025
Joshua, Texas 76058

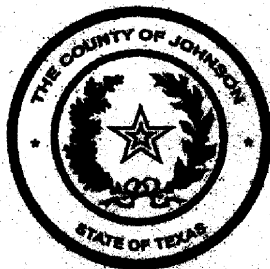
SHEILA K. LEGGETT
W. JACKSON SURVEY, AB-462
EXHIBIT "A"



SKETCH OF SURVEY SHOWING
PROPOSED SOUTHWESTERN GAS PIPELINE, INC.
30 FEET-WIDE PIPELINE EASEMENT, 40' X 60' ABOVE GROUND
METER SITE & 30' X 75' LAUNCHER SITE
WITHIN THE W. JACKSON SURVEY, AB-462
LOCATED IN JOHNSON COUNTY, TEXAS.

PROJECT : W.G. JACKSON #1H

DATE : NOVEMBER 17, 2009
REV: DECEMBER 7, 2009



C.H.D.
CURTIS H. DOUGLAS, COUNTY CLERK
JOHNSON COUNTY, TEXAS

FILED FOR RECORD IN:

JOHNSON CO CLERK - RECORDING

ON: FEB 01, 2010 AT 04:12P

AS A(N) REAL PROPERTY

CURTIS DOUGLAS, COUNTY CLERK

CLERK NUMBER 3110 PAGES 5

AMOUNT: 28.00

RECEIPT NUMBER 10003037

BY JUSTINE
STATE OF TEXAS
AS STAMPED HEREON BY ME. FEB 01, 2010

JOHNSON CO CLERK -

CURTIS DOUGLAS, COUNTY CLERK

Recorded: _____

WARNING --- THIS IS PART OF THE OFFICIAL RECORD
DO NOT DESTROY

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.