

FIRST AMENDMENT OF TERM RIGHT-OF-WAY AGREEMENT
(Tract No. NM-LE-AM-0120.000)

BECKHAM RANCH, INC. and **SALT CREEK MIDSTREAM, LLC** (hereinafter "Grantee"), entered into that Term Right Of Way Agreement made effective on May 9, 2018 (the "Effective Date"), recorded by memorandum in Book 2135, at Page 115, under Instrument No. 000026000, of the Official Public Records of Lea County, New Mexico (the "Agreement"). Capitalized terms, if not defined herein, shall be given the meaning prescribed in the Agreement.

NGL SOUTH RANCH, INC., whose address is 3773 Cherry Creek North Drive, Suite 1000, Denver, Colorado 80209 (hereinafter "Grantor"), is the current owner of the surface of the Easement Tract.

Since the execution and recording of the Agreement, it has come to the attention of Grantor and Grantee that the Agreement does not properly and fully describe the purpose of the 14.69 acre surface site described on Exhibit "A" and shown on Exhibit "B" (the "Surface Site"), attached to and made a part of the Agreement, and attached again to this First Amendment of Term Right-of-Way Agreement (this "Amendment") for clarity.

Grantor and Grantee desire to amend, modify and reform the Agreement in the manner set forth below.

NOW, THEREFORE, for good and valuable consideration, cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, and the above-stated recitals which are incorporated herein for all purposes, Grantor and Grantee hereby amend, modify and reform the Agreement, as follows:

The following paragraph is added to the Agreement:

Surface Site: For the payment of \$0.15 per square foot and the additional consideration paid for the herein-described modification of use to Grantor by Grantee upon execution and delivery of this Amendment to Grantee (the "AGI Payment"), Grantor does hereby grant, bargain, sell and convey to Grantee, its successors and assigns, the right to utilize the surface site (the "Surface Site") as described in Exhibit "A" and shown in Exhibit "B" for the purposes of constructing, erecting, operating, maintaining, repairing, altering, replacing, and removing (i) a compressor station, together with any and all associated appurtenances, including but not limited to engines, motors, pumps, vessels, equipment, electric lines, appliances, facilities, meters, pipes, regulators, fittings, gate valves, blow off valves, and flares; and (ii) an Acid Gas Injection Well ("AGI Well"), along with any and all associated appurtenances, including but not limited to high-pressure pipe, compressors, pressure control valves, reservoirs, electric lines, equipment, flares, flash tanks, pumps, motors, and dehydrators; provided, however, that Grantee shall maintain compliance with all necessary laws, rules, regulations and ordinances, and shall acquire all permits related to the safe and legal operation of the AGI Well and all associated appurtenances. Grantee may fence the Surface Site's perimeter and areas

within the Surface Site and install a gate and lock in any fence that Grantee installs or maintains around or in the Surface Site. For purposes of this Agreement, the Surface Site is included in the term "Easement" where appropriate. The Surface Site will be governed by the same Ten (10) Year Term provisions as the initial 16" buried pipeline included in the Agreement, provided that the Ten (10) Year Term provisions will be adjusted according to the Surface Site's specifics and the renewal payments for the Surface Site will be based on the consideration paid for the Surface Site, but the AGI Payment shall not be included in the calculation of consideration for any subsequent renewal payments. The parties agree that neither the AGI Well nor the Surface Site shall be utilized for the injection or disposal of produced water. Within the Surface Site, Grantee may also transport acid gas, including hydrogen sulfide and carbon dioxide (collectively, "Acid Gas"), provided that it does so in a manner consistent with applicable laws, regulations, and sound industry practice governing Acid Gas. To the extent that the Acid Gas is properly and effectively disposed of within the Surface Site in a manner that is safe and compliant with all applicable laws, rules, regulations and ordinances, the Acid Gas will not be considered a Hazardous Material as such term is defined in this Agreement.

In all other respects, except as expressly amended hereby, the Agreement shall remain in full force and effect as written, and for the same consideration hereinabove recited, the undersigned do adopt, ratify, and confirm the Agreement, as the same is hereby amended, in all of its terms and provisions. This Amendment shall extend to and be binding on the heirs, representatives, successors, and assigns of Grantor and Grantee. If this Amendment conflicts with the Agreement, this Amendment shall control. This Amendment may be executed in multiple counterparts, each of which, when taken together, shall constitute one and the same instrument. In lieu of recording this Amendment, a memorandum of this Amendment will be recorded in the Official Public Records of Lea County, New Mexico.

IN WITNESS WHEREOF, this Amendment is executed by the undersigned on the date of each party's respective acknowledgement below but, it shall be effective on the Effective Date.

GRANTOR:

NGL SOUTH RANCH, INC.

By: 

Douglas W. White
Executive Vice President

GRANTEE:

SALT CREEK MIDSTREAM, LLC

By: 

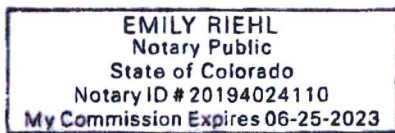
Chris W. Lipari
Director of Land

ACKNOWLEDGEMENT(S)

STATE OF Colorado

COUNTY OF Denver

The foregoing instrument was acknowledged before me on this 30 day of October, 2019, by Douglas W. White, as Executive Vice President of NGL South Ranch, Inc., on behalf of said corporation.

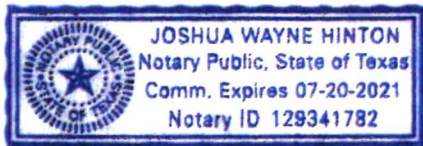


Emily Riehl
Notary Public, State of Colorado

STATE OF TEXAS

COUNTY OF Harris

The foregoing instrument was acknowledged before me on this 30th day of October, 2019, by Chris W. Lipari, as Director of Land of SALT CREEK MIDSTREAM, LLC, on behalf of said company.



Joshua Wayne Hinton
Notary Public, State of Texas

EXHIBIT "A"



SALT CREEK MIDSTREAM
PROJECT 6654.0006
TRACT NO. NM-LE-AM-0120.000
BECKHAM RANCH, INC.
LEA COUNTY, NEW MEXICO

DESCRIPTION OF A SEVENTY FIVE (75) FOOT WIDE PERMANENT EASEMENT
AND A FIFTY (50) FOOT WIDE PERMANENT EASEMENT AND
A 14.69 ACRE SURFACE SITE
UPON THE PROPERTY OF
BECKHAM RANCH, INC.

DESCRIPTION OF A SEVENTY FIVE (75) FOOT WIDE PERMANENT EASEMENT AND A FIFTY (50) FOOT WIDE PERMANENT EASEMENT AND A 14.69 ACRE SURFACE SITE SITUATED IN SECTION 21, FRACTIONAL TOWNSHIP 26 SOUTH, RANGE 36 EAST, OF THE NEW MEXICO PRINCIPAL MERIDIAN, LEA COUNTY, NEW MEXICO AND BEING UPON, OVER, THROUGH AND ACROSS THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW/4 NW/4) AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4) AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW/4 SW/4) AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SW/4) OF SAID SECTION 21, IN THE NAME OF BECKHAM RANCH, INC. AS DESCRIBED IN VOLUME 386, PAGE 320 OF THE DEED RECORDS OF LEA COUNTY, NEW MEXICO (D.R.L.C.N.M.), SAME BEING AS SURVEYED BY THE UNITED STATES GENERAL LAND OFFICE SURVEY OF FRACTIONAL TOWNSHIP 26 SOUTH, RANGE 36 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN (N.M.P.M.), APPROVED BY THE SURVEYOR GENERAL SEPTEMBER 26, 1914, REFERRED TO HEREIN AFTER AS "THE ABOVE REFERENCED TRACT OF LAND", SAID SEVENTY FIVE (75) FOOT WIDE PERMANENT EASEMENT BEING SITUATED TEN (10) FEET ON THE WESTERLY SIDE AND SIXTY FIVE (65) FEET ON THE EASTERLY SIDE OF THE HEREIN DESCRIBED SURVEY LINE NUMBER 1, SAID FIFTY (50) FOOT WIDE PERMANENT EASEMENT BEING SITUATED TWENTY FIVE (25) FEET ON EACH SIDE OF THE HEREIN DESCRIBED SURVEY LINE NUMBER 2, SAID SURVEY LINES AND SAID 14.69 ACRE SURFACE SITE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; WITH ALL BEARINGS AND DISTANCES HEREIN BEING GRID, BASED UPON THE UNIVERSAL TRANSVERSE MERCATOR PROJECTION, ZONE 13 (UTM13), NORTH AMERICAN DATUM OF 1983 (NAD 83), U.S. SURVEY FEET, AS DERIVED FROM A GLOBAL POSITIONING SYSTEM (GPS) SURVEY PERFORMED UNDER MY DIRECT SUPERVISION. TO CONVERT TO SURFACE VALUES USE THE COMBINED SCALE FACTOR (C.S.F.) OF 0.999924372.

TAX PARCEL IDENTIFICATION NUMBER: 4000516490005

PERMANENT EASEMENT No. 1 and No. 2 (P.E.R.W.)

COMMENCE at a two (2) inch iron pipe with a two and one-half (2-1/2) inch Brass cap marked "United States Department of The Interior, General Land Office 1913" found and identified as the Section corner between Sections 16, 17, 20 and 21, said Fractional Township 26 South, Range 36 East, N.M.P.M. found for the Northeast Corner of said Section 20, same being the Northwest Corner of the above referenced tract of land;

THENCE South 00°55'50" East, a distance of 84.9 feet to a point on the East line of property in the name of The State of New Mexico, being Section 20 said Fractional Township 26 South, Range 36 East, N.M.P.M., same being the West line of the above referenced tract of land, said point being the **POINT OF BEGINNING** of the herein described Survey Line No. 1;

THENCE with a width of seventy five (75) feet, across a portion of the above referenced tract of land, the following bearings and distances:

South 28°31'10" East, a distance of 968.3 feet;
South 00°57'32" East, a distance of 1,867.6 feet;

EXHIBIT "A"



SALT CREEK MIDSTREAM
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BECKHAM RANCH, INC.
LEA COUNTY, NEW MEXICO

to a point on the North line of the herein described 14.69 acre Surface Site, said point being the **POINT OF TERMINATION** of the herein described Survey Line Number 1;

THENCE for reference only, South $00^{\circ}57'32''$ East, a distance of 800.0 feet, to a point on the Southerly line of the herein described 14.69 acre Surface Site, and to the **POINT OF BEGINNING** of Survey Line Number 2;

THENCE with a width of fifty (50) feet, across a portion of the above referenced tract of land, the following bearings and distances:

South $00^{\circ}57'32''$ East, a distance of 153.4 feet;
South $33^{\circ}27'36''$ West, a distance of 796.4 feet;

to a point on the East line of Section 20, Fractional Township 26 South, Range 36 East of the N.M.P.M., in the name of the State of New Mexico as surveyed by the United States General Land Office Survey of Fractional Township 26 South, Range 36 East of the New Mexico Principal Meridian, approved by the Surveyor General, September 26, 1914, same being the West line of the above referenced tract of land, from which a two (2) inch iron pipe with a two and one-half (2-1/2) inch Brass cap marked "United States Department of The Interior, General Land Office 1913" found and identified as the Section corner between Sections 21, 22, 27 and 28, said Fractional Township 26 South, Range 36 East, N.M.P.M. bears South $81^{\circ}44'46''$ East, a distance of 5,353.9 feet, said Survey Lines Number 1 and Number 2 having a total length of 3,785.7 feet or 229.44 rods, said Permanent Easement containing 5.97 acres of land, more or less.

TEMPORARY WORKSPACE (T.W.S.)

T.W.S. No. 1: Being a ten (10) foot wide strip of land, parallel with and adjoining the Westerly side of the above described seventy five (75) foot wide Permanent Easement and Right of Way (P.E.R.W.), extending or shortening the side lines of the herein described Temporary Workspace (T.W.S.) at the beginning and ending of the said P.E.R.W. lines, to intersect with the property lines and or road lines (if any) of the above referenced tract of land;

T.W.S. No. 2: Being a fifteen (15) foot wide strip of land, parallel with and adjoining the Easterly side of the above described seventy five (75) foot wide Permanent Easement and Right of Way (P.E.R.W.), extending or shortening the side lines of the herein described Temporary Workspace (T.W.S.) at the beginning and ending of the said P.E.R.W. lines, to intersect with the property lines and or road lines (if any) of the above referenced tract of land;

T.W.S. No. 3: Being a fifty (50) foot wide strip of land, parallel with and adjoining the Westerly side of the above described fifty (50) foot wide Permanent Easement and Right of Way (P.E.R.W.), extending or shortening the side lines of the herein described Temporary Workspace (T.W.S.) at the beginning and ending of the said P.E.R.W. lines, to intersect with the property lines and or road lines (if any) of the above referenced tract of land;

Herein described T.W.S. containing 2.72 acres of land, more or less.

SURFACE SITE

COMMENCE at a two (2) inch iron pipe with a two and one-half (2-1/2) inch Brass cap marked "United States Department of The Interior, General Land Office 1913" found and identified as the Section corner between Sections 16, 17, 20 and 21, said Fractional Township 26 South, Range 36 East, N.M.P.M. found for the Northeast Corner of said Section 20, same being the Northwest Corner of the above referenced tract of land;

EXHIBIT "A"



SALT CREEK MIDSTREAM
PROJECT 6654.0006
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BECKHAM RANCH, INC.
LEA COUNTY, NEW MEXICO

THENCE South 01°55'59" East, a distance of 2,811.4 feet to a five-eighths (5/8) inch iron rod with cap stamped "PLS 22499" set for the Northwest Corner and the **POINT OF BEGINNING** of the herein described Surface Site;

THENCE North 89°01'37" East, a distance of 800.0 feet to a five-eighths (5/8) inch iron rod with cap stamped "PLS 22499" set for the Northeast Corner;

THENCE South 00°58'23" East, a distance of 800.0 feet to a five-eighths (5/8) inch iron rod with cap stamped "PLS 22499" set for the Southeast Corner;

THENCE South 89°01'37" West, a distance of 800.0 feet to a five-eighths (5/8) inch iron rod with cap stamped "PLS 22499" set for the Southwest Corner;

THENCE North 00°58'23" West, a distance of 800.0 feet to a five-eighths (5/8) inch iron rod with cap stamped "PLS 22499" set for the Northwest Corner, same being the **POINT OF BEGINNING**.

Herein described Surface Site containing 14.69 acres of land, more or less.

This description based on a Limited Title Certificate (L.T.C.) prepared for tract no. NM-LE-AD-1400.000, dated 2/21/2018, provided by EnSiteUSA, Inc. No additional research provided by the undersigned professional land surveyor.

If this description and accompanying drawing are not sealed with the raised embossing seal of the undersigned professional land surveyor, it should be considered a copy and not the original.

For reference and further information see EXHIBIT "B" of this document, prepared by EnSite USA, of same date.



 4/24/18

Don Michael Brady
New Mexico Professional Land Surveyor Registration No. 22499
3100 S. Gessner, Suite 400, Houston, TX. 77063

EXHIBIT "B"

LEA COUNTY, NEW MEXICO

SECTION 21, FRACTIONAL TOWNSHIP 26 SOUTH, RANGE 36 EAST
NEW MEXICO PRINCIPAL MERIDIAN

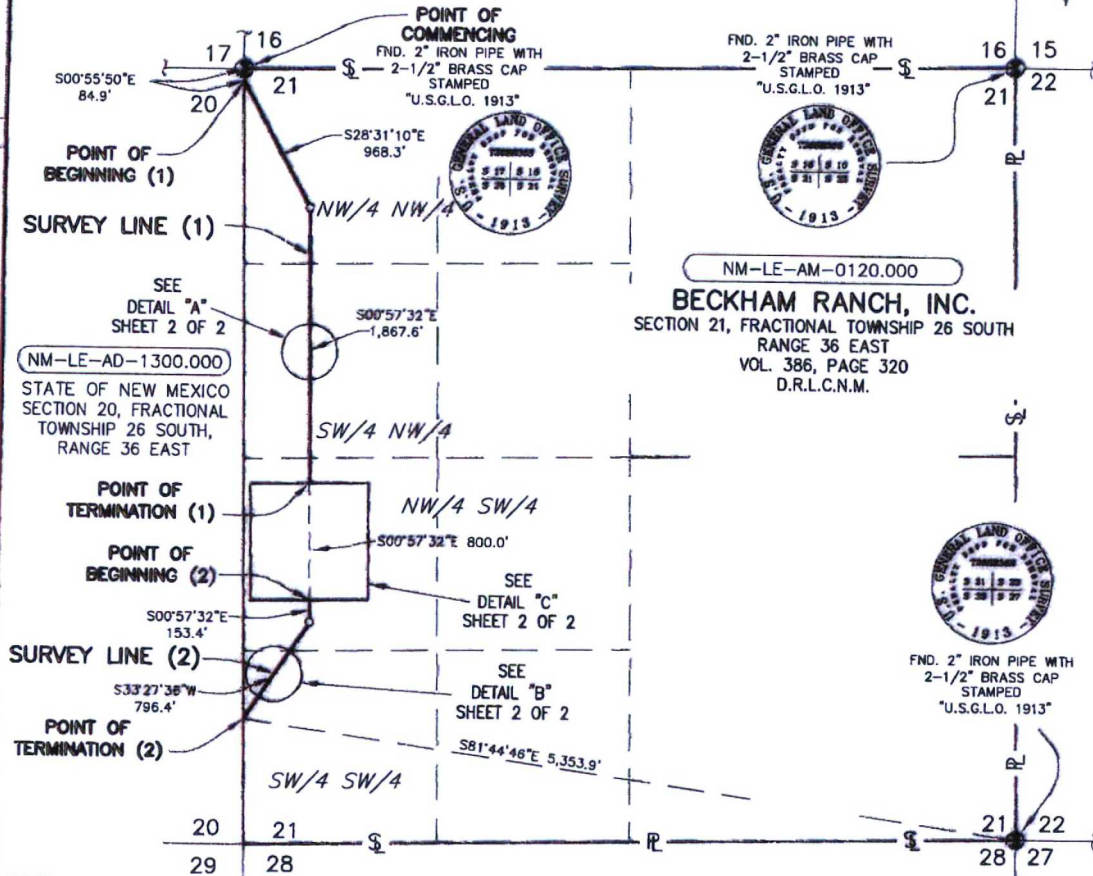
LEGEND
PROP. FND. SEC. I.P. N.T.S. T.W.S. P.E. D.R.L.C.N.M.

PROPOSED FOUND SECTION IRON PIPE NOT TO SCALE PROPERTY LINE SECTION LINE TEMPORARY WORKSPACE PERMANENT EASEMENT DEED RECORDS LEA COUNTY, NEW MEXICO

GPS U.S.G.L.O. NAD 83 GPS UTM

GLOBAL POSITIONING SYSTEM U.S. GENERAL LAND OFFICE SECTION CORNER AS NOTED NORTH AMERICAN DATUM OF 1983 GLOBAL POSITIONING SYSTEM UNIVERSAL TRANSVERSE MERCATOR

0' 500' 1000'
SCALE: 1"=1000'



NOTES:

1. THE OWNERSHIP OF THE SUBJECT TRACT, SHOWN HEREON, IS BASED UPON A LIMITED TITLE CERTIFICATE (L.T.C.), PREPARED FOR TRACT NO. NM-LE-AD-1400.000, DATED 2/21/2018 BY ENSITE USA LAND DEPARTMENT. NO OTHER RESEARCH WAS PERFORMED BY THE UNDERSIGNED SURVEYOR.
2. ALL BEARINGS AND DISTANCES CONTAINED HEREIN ARE GRID BASED UPON THE UNIVERSAL TRANSVERSE MERCATOR PROJECTION, ZONE 13 (UTM13), NORTH AMERICAN DATUM OF 1983 (NAD 83), U.S. SURVEY FEET. TO CONVERT TO SURFACE USE A COMBINED SCALE FACTOR OF 0.999924372. FIELD WORK COMPLETED 03/2018.
3. THIS EASEMENT SURVEY MEETS THE NEW MEXICO ACCURACY REQUIREMENTS FOR A RURAL CLASS SURVEY. THE POSITIONAL ERROR IS NOT GREATER THAN 0.25 FEET.
4. FOR REFERENCE AND FURTHER INFORMATION SEE EXHIBIT "A" OF THIS DOCUMENT, PREPARED BY ENSITEUSA, OF SAME DATE.

IF THIS CENTERLINE SURVEY AND ACCOMPANYING DESCRIPTION ARE NOT SEALED WITH THE RAISED EMBOSSED SEAL OF THE REGISTERED PROFESSIONAL LAND SURVEYOR WHOSE SIGNATURE APPEARS BELOW, IT SHOULD BE CONSIDERED AS A COPY AND NOT THE ORIGINAL.

I, DON MICHAEL BRADY, NEW MEXICO PROFESSIONAL SURVEYOR NO. 22499, DO HEREBY CERTIFY THAT THIS PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DON MICHAEL BRADY DATE 4/04/18
NEW MEXICO PROFESSIONAL LAND SURVEYOR REGISTRATION NO. 22499
ENSITEUSA, 3100 S. GESSNER, SUITE 400 HOUSTON, TEXAS 77063 TEL: (713) 456-7880

TAX PARCEL IDENTIFICATION NUMBER:
4000516490005

40 ACRE TRACTS (1/4 1/4)	P.E.	T.W.S.	RODS
TOTAL ACRES NW/4 NW/4:	2.32 ACRE	0.77 ACRE	81.57
TOTAL ACRES SW/4 NW/4:	2.27 ACRE	0.76 ACRE	80.00
TOTAL ACRES NW/4 SW/4:	0.74 ACRE	0.55 ACRE	34.05
TOTAL ACRES SW/4 SW/4:	0.64 ACRE	0.64 ACRE	33.82



BECKHAM RANCH, INC.

TOTAL DISTANCE ACROSS PROPERTY: 3,785.7 FEET
TOTAL RODS ACROSS PROPERTY: 229.44 RODS
AREA OF PERMANENT EASEMENT: 5.97 ACRES
AREA OF TEMPORARY WORKSPACE: 2.72 ACRES
AREA OF SURFACE SITE: 14.69 ACRES



3100 S. GESSNER
SUITE 400
HOUSTON, TX 77063
(713) 456-7880
www.ensiteusa.com

SALT CREEK MIDSTREAM

DRAWN GF	DATE 3/12/18
CHK'D IB	DATE 3/12/18
APP'D DMB	DATE 3/12/18
SCALE 1"=1000'	JOB NO. 6654.0006

RECORD OF SURVEY

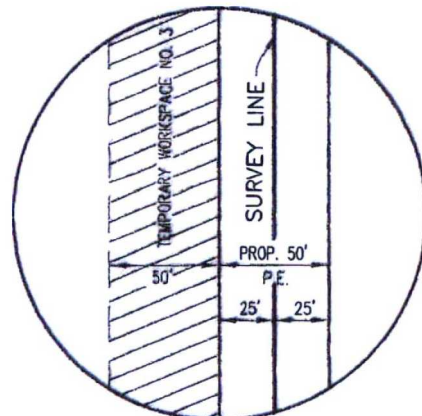
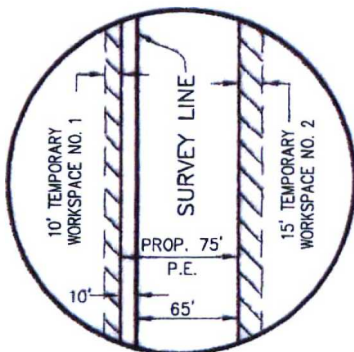
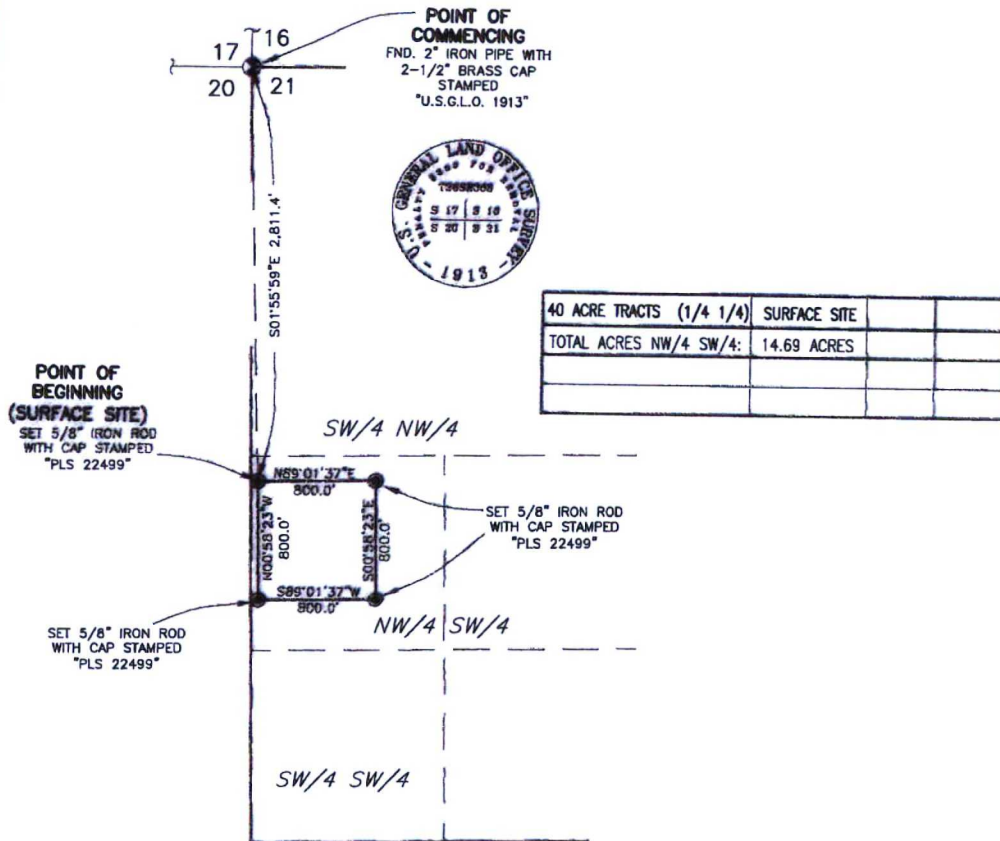
SALT CREEK MIDSTREAM EASEMENT
UPON THE PROPERTY OF
BECKHAM RANCH, INC.

LEA COUNTY, NEW MEXICO	DWG NO. NM-LE-AM-0120.000	REV-0
SHEET 1 OF 2		

EXHIBIT "B"

LEA COUNTY, NEW MEXICO

SECTION 21, FRACTIONAL TOWNSHIP 26 SOUTH, RANGE 36 EAST
NEW MEXICO PRINCIPAL MERIDIAN



3100 S. GESSNER
SUITE 400
HOUSTON, TX. 77063
(713) 456-7880
www.ensiteusa.com

SALT CREEK MIDSTREAM

DRAWN GF	DATE 3/15/17
CHK'D EC	DATE 3/15/17
APP'D DMB	DATE 3/15/17
SCALE NOT TO SCALE	JOB NO. 6654.0006

RECORD OF SURVEY

SALT CREEK MIDSTREAM EASEMENT
UPON THE PROPERTY OF
BECKHAM RANCH, INC.

LEA	COUNTY,	NEW MEXICO
SHEET 2 OF 2	DWG NO.	NM-LE-AM-0120.000
		REV-0