

PIPELINE EASEMENT AND RIGHT OF WAY

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

This Pipeline Easement and Right of Way Agreement (“Agreement”) is by and between Keller Independent School District, whose address is 350 Keller Parkway, Keller, Texas, 76248, (“Grantor”) and Antero Resources Pipeline, LP, a Texas limited partnership, 1625 Seventeenth Street, Suite 300, Denver, Colorado, 80202 (“Grantee” or “Antero”).

RECITALS

- A. Grantor is the owner of the surface of certain lands, part of which is described on Exhibit A (the “Lands”).
- B. Grantee wishes to receive a right of way and easement across the Lands as such right of way and easement is more particularly described on Exhibit A (the “Easement”).
- C. Grantor wishes to grant the Easement to Grantee and Grantee wishes to accept the Easement and use the Easement, all pursuant to the terms of this Agreement.

GRANT OF EASEMENT AND AGREEMENT

Now therefore, for and in consideration of \$100.00 and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

- 1. Grant of the Easement. Grantor hereby grants, sells and conveys to Grantee, its successors and assigns, a free and unobstructed easement and right of way as described on Exhibit A, to lay, construct, inspect, maintain, repair, operate, alter, replace, relocate, change the size of, abandon in place and remove at will, in whole or in part, pipeline for the transportation of oil, gas, petroleum and other gases, fluids or substances which can be transported through a pipeline and all appurtenant facilities thereto, including without limitation, all drips, valves, fittings, meters, aerial markers, graphite and steel anodes and other devices for the control of pipeline corrosion, and similar appurtenances as may be necessary or convenient in the operation of said pipeline(s) over, across, under and upon the lands described in Exhibit A. This grant is further limited by the terms and conditions set forth in Exhibit B, which is attached hereto and incorporated herein by reference.
- 2. The Easement. The Easement shall be fifty feet wide during construction, reverting to twenty feet in width described by metes and bounds and as shown on Exhibit A. The thirty foot temporary work space will be adjacent to the north boundary line of the permanent twenty foot easement. The pipeline shall be buried a minimum of 36 inches deep. Grantee shall also be entitled to use an additional 25 feet of Grantor’s adjacent land and additional land (“Additional Lands”) as reasonably necessary at road, creek and railroad crossings for construction purposes and this right is to terminate upon completion of the initial construction. Grantee agrees to pay Grantor any and all actual damages that Grantor suffers by reason, of Grantee’s use of said Additional Lands.

3. Grantee's Use of the Easement. Grantee shall have all of the rights and benefits necessary and convenient for the full enjoyment and use of the Easement and the rights herein granted, including, without limitation, the right of ingress to and egress to and from the Easement and the right from time to time to cut all trees, undergrowth and other obstructions that, in Grantee's sole judgment, may injure, endanger or interfere with the Grantee's use of the Easement. Grantor shall not construct nor permit to be constructed, any house, building or any other structure or facility on the Easement without the express prior consent of Grantee, such consent not to be unreasonably withheld. Grantor agrees not to change the grade, remove dirt from the surface of the Easement or impound water over the Easement without the prior approval of Grantee.

4. Covenants Running With The Land. This Agreement, together with the other provisions of this grant of Easement, shall constitute covenants running with the land, binding upon Grantor, its heirs, legal representatives, successors and assigns, for the benefit of Grantee, its successors and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees.

5. Surface Damage Payments. The initial consideration paid by Grantee to Grantor includes any and all damages that may be sustained by original construction of the pipeline(s) within the Easement, including without limitation, cutting trees and damages to land, trees, buildings, fences and growing crops. After the original construction of the Pipeline(s), Grantee will pay to the owner of the Land and, if leased, to his tenant, actual damages done to timber, fences and growing crops by reason of entry to repair, maintain and remove said pipeline(s), or for any future construction within the Easement done by Grantee.

6. Special Warranty of Title. Grantor hereby binds himself, his heirs and legal representatives, successors and assigns, to warrant and forever defend all and singular the above described Easements and rights, 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.

7. Reversion. The Easement granted herein, and all rights and privileges in connection herewith, shall automatically revert to Grantor, its successors and assigns, if and when the Easement shall cease to be used by Grantee for the aforesaid purposes for a period of 24 consecutive months without suspension of use for regulatory reasons or events of force majeure.

8. Prohibited Activities. Grantee may not hunt, fish, or bring firearms or alcoholic beverages or illegal drugs on the Easement.

9. Entire Agreement. This Agreement constitutes the entire understanding among the Grantor and Grantee, their respective partners, members, trustees, shareholders, officers, directors and employees with respect to the subject matter hereof, superseding all negotiations, prior discussions and prior agreements and understandings relating to such subject matter.

10. Reservation by Grantor. Grantor hereby reserves the right to use the Easement in any manner that will not prevent or interfere with the exercise by Grantee of its rights hereunder.

11. Indemnity. Grantee shall maintain and /or restore the land to its same condition and shall indemnify and hold Grantor , its agents and employees, harmless from any claims for damage to property or injury to persons that may arise due to Grantee's, its agents, contractors, subcontractors and employees presence on Grantor's land.

In witness whereof, Grantor and Grantee have executed this Agreement on the dates set forth in the acknowledgments below.

GRANTOR
KELLER INDEPENDENT SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

GRANTEE:
ANTERO RESOURCES PIPELINE, L.P.
By its General Partner,
Antero Resources I, GP, LLC

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____ 2004, by _____ as _____ of the Keller Independent School District, who is an authorized representative of the Keller Independent School District, and is known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed on behalf of Keller Independent School District.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 2004.

Notary Public in and for the State of Texas

(Print Name of Notary Public Here)
My Commission Expires: _____

STATE OF COLORADO §
CITY AND §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____ 2004, by _____ as, Vice President of Antero Resources I GP, LLC, a Texas limited liability company, said limited liability company acting in the capacity of General Partner of Antero Resources Pipeline, LP, a Texas limited partnership, on behalf of said limited partnership.

Notary Public, State of Colorado

(Print Name of Notary Public Here)
My Commission Expires: _____

EXHIBIT A

LOT 1, BLOCK 1
LEXINGTON PLACE
PLAT CABINET A, SLIDE 4588
P.R.T.C.T.

S 00°00'49" W
21.75'

HOUSE ASSEMBLY
LIGHT OF
VOL. 134J, PG. 63
D.R.T.C.T.

DEED
LINE

S 00°00'49" W
421.27'

5/8" IRON
ROD FOUND

S 60°52'46" W
540.23'

5/8" IRON
ROD FOUND

N 89°43'34" E
207.08'

NOTES:

1. BASIS OF BEARING IS TEXAS STATE PLANE COORDINATE SYSTEM, ZONE 4202, NAD 83.
2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
3. SEE ATTACHED LEGAL DESCRIPTION.

WILLIAM McCOWAN SURVEY ABST. NO. 999

KELLER INDEPENDENT SCHOOL DISTRICT
VOL. 13567, PG. 310
D.R.T.C.T.



1" = 300'

N 89°43'34" E 1819.00'
S 89°43'34" W 1823.07'

**GOLDEN TRIANGLE BOULEVARD
(COUNTY ROAD NO. 4012)**

**20' PERMANENT EASEMENT
47,180 SQ. FT.
1.083 ACRES**

**POINT OF
BEGINNING**

CHIN CHANG AND WANDA CHANG
VOL. 10074, PG. 1759
D.R.T.C.T.

N 00°13'08" W
20.00'

DEED
LINE

**OLD DENTON ROAD
(COUNTY ROAD NO. 4048)**

N 89°43'34" E
421.13'

**POINT OF
COMMENCING**
3/8" IRON
ROD FOUND



PAGE 1 OF 2

I, DUSTIN W. PRICE, DO HEREBY STATE THAT THE ABOVE AND FOREGOING SURVEY WAS MADE ON THE GROUND, UNDER MY DIRECTION AND SUPERVISION, DURING THE MONTH OF MAY, 2004.

Dustin W. Price 7/23/04

DUSTIN W. PRICE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5594

ANTERO RESOURCES PIPELINE, L.P.

**20' Permanent Easement
Situated in the
WILLIAM McCOWAN SURVEY
ABST. NO. 999**

City of Fort Worth, Tarrant County, Texas

JOB: HARVEST RIDGE W. McCOWAN A-999	DRAWN BY: GG	CHECKED: DWP
DATE: 07/22/04		

LINK FIELD SERVICES INCORPORATED

4516 HIGHWAY 180 EAST, SUITE 200
MINERAL WELLS, TX 76068
800-462-7199

ACREAGE: 1.083

CENTERLINE LENGTH: 2,359.02'

EXHIBIT A

LEGAL DESCRIPTION

A Twenty (20) foot permanent easement situated in the WILLIAM McCOWAN SURVEY, Abst. No. 999, City of Fort Worth, Tarrant County, Texas, being a part of that certain tract of land described in deed to Keller Independent School District, recorded in Volume 13567, Page 310, Deed Records, Tarrant County, Texas and being more particularly described as follows:

COMMENCING at a 3/8" iron rod found in the north Right-of-Way line of Golden Triangle Boulevard (County Road No. 4012) and the east line of Old Denton Road (County Road No. 4048) at the southwest corner of that certain tract of land described in deed to Chin Chang and Wanda Chang, recorded in Volume 10074, Page 1759, Deed Records, Tarrant County, Texas;

THENCE N 89°43'34" E, along the north Right-of-Way line of said Golden Triangle Boulevard and the south line of said Chang tract, 421.13 feet to the southeast corner of said Chang tract and the southwest corner of said Keller Independent School District tract, the POINT OF BEGINNING of the herein described easement;

THENCE N 00°13'08" W, along the common line of said Keller Independent School District tract and said Chang tract, 20.00 feet to a point;

THENCE N 89°43'34" E, leaving said common line, 1819.00 feet to a point;

THENCE N 66°52'46" E, 540.23 feet to a point in the east line of said Keller Independent School District tract and the west line of Lot 1, Block 1, LEXINGTON PLACE, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat recorded in Plat Cabinet A, Slide 4588, Plat Records, Tarrant County, Texas;

THENCE S 00°00'49" W, along the common line of said Keller Independent School District tract and said Lot 1, passing the northwest corner of that certain tract of land described in deed to Lighthouse Assembly of God, Inc., recorded in Volume 13437, Page 63, Deed Records, Tarrant County, Texas, and continuing along the east line of said Keller Independent School District tract and the west line of said Lighthouse Assembly of God, Inc. tract, in all, 21.75 feet to a point from which a 5/8" iron rod found at the most easterly southeast corner of said Keller Independent School District tract and the southwest corner of said Lighthouse Assembly of God, Inc. tract bears S 00°00'49" W, 421.27 feet;

THENCE S 66°52'46" W, 535.73 feet to a point in the north Right-of-Way line of said Golden Triangle Boulevard and the south line of said Keller Independent School District tract, from which a 5/8" iron rod bears N 89°43'34" E, 207.08 feet;

THENCE S 89°43'34" W, along the north line of said Golden Triangle Boulevard and along the south line of said Keller Independent School District tract, 1823.07 feet to the POINT OF BEGINNING and containing 1.083 acres (47,180 square feet) of land.



PAGE 2 OF 2

I, DUSTIN W. PRICE, DO HEREBY STATE THAT THE ABOVE AND FOREGOING SURVEY WAS MADE ON THE GROUND, UNDER MY DIRECTION AND SUPERVISION, DURING THE MONTH OF MAY, 2004.

Dustin W. Price 7/23/04

DUSTIN W. PRICE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5594

ANTERO RESOURCES PIPELINE, L.P.			
20' Permanent Easement			
Situated in the			
WILLIAM McCOWAN SURVEY			
ABST. NO. 999			
City of Fort Worth, Tarrant County, Texas			
JOB: HARVEST RIDGE W. McCOWAN A-999	DRAWN BY: GC	CHECKED: DWP	
DATE: 07/22/04			
LINK FIELD SERVICES INCORPORATED			
4516 HIGHWAY 180 EAST, SUITE 200			
MINERAL WELLS, TX 76068			
800-462-7199			

ACREAGE: 1.083

CENTERLINE LENGTH: 2,359.02'

EXHIBIT B

The further covenant, consideration, and condition is that the following restrictions shall in all things be observed, followed, and complied with:

- (a) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which discriminates against any person because of his race, color, or national origin, regardless of whether such discrimination be effected by design or otherwise.
- (b) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school nor other institution of learning, study or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew or encourage a dual school system.

These restrictions and conditions shall be binding upon Grantee, its successors and assigns, for a period of fifty (50) years from the date hereof.

The foregoing restrictions and other covenants hereafter set out are covenants running with the land, and each and every parcel thereof, and shall be fully binding upon any person, firm, partnership, corporation, trust, church, club, governmental body, or other organization or entity whatever (whether private or governmental in nature), without limitation, hereafter acquiring any estate, title, interest or property in said land, whether by descent, devise, purchase or otherwise; and no act or omission upon the part of grantor herein, its successors and assigns, shall be a waiver of the operation or enforcement of such restrictions; but neither restriction shall be construed to be a condition subsequent or special limitation on the estate thereby conveyed.

It is further covenanted, that third party beneficiaries of the restrictions set forth above shall be as follows:

- (1) As to the restrictions set out in (a) above, any person prejudiced by its violation;
- (2) As to the restriction set out in (b) above, any public school District or any person prejudiced by its violation; and
- (3) As to either or both of the restrictions set out in (a) and (b) above, the United States of America, as plaintiff, and the American G.I. Forum, the League of United Latin American Citizens (LULAC), and the National Association for the Advancement of Colored People (NAACP), as intervenors, in U.S. v. Texas, Civil Action No. 5281, Tyler Division, U.S. District Court, Eastern District of Texas; reported in U.S. v. Texas, 321 F.Supp. 1043 (E.D. Tex. 1970); U.S. v. Texas, 330 F.Supp. 235 (E.D. Tex. 1971); aff'd with modifications sub nom, U.S. v. State of Texas and J.W. Edgar, et al., 447 F.2d 441 (5th Cir. 1971); stay den. sub nom, Edgar v. U.S., 404 U.S. 1206 (1971); cert den. 404 U.S. 1016 (1972).

It is further covenanted, that in case of a violation of either or both of the above restrictions, any of the third party beneficiaries above alluded to is authorized and empowered to prosecute proceedings at law or in equity against any person, firm, partnership, corporation, trust, church, club, governmental body or other organization or entity whatever (whether private or governmental in nature), without limitation:

- (A) To enforce either or both of such restrictions relating to the use of the above-described property;
- (B) To abate or prevent violations of either or both of such restrictions; and
- (C) To recover damages for a breach of either or both of such restrictions.

It is further covenanted, that if any third party beneficiary referred to above shall prosecute proceedings at law or in equity for the aforesaid purposes, such third party beneficiary may recover reasonable attorney's fees from the violator or violators of either or both of such restrictions, if the Court finds that the proceedings were necessary to bring about compliance therewith.