## STATE OF TEXAS:

# **COUNTY OF FISHER:**

# FISHER COUNTY COMMISSIONER COURT MINUTES

# FEBRUARY 25<sup>TH</sup>, 2019

Be it remembered that on Monday, the 25<sup>th</sup> day of Fegruary 2019 the Commissioners' Court of Fisher County, Texas, convened in Regular Session in the Commissioners' Courtroom, Fisher County Courthouse, Roby Texas

Ken Holt, County Judge Pat Thomson, County Clerk

Gordon Pippin, Commissioner #1 Dexter Elrod, Commissioner #2

Preston Martin, Commissioner #3 Kevin Stuart, Commissioner #4

And the proclamation having been made the Court was in session, the following business came on to be considered:

Order 1 - CALL MEETING TO ORDER & ESTABLISH QUORUM - All Present

Order 2- Motion Commissioner Pippin, second by Commissioner Elrod to approve bills (see attached). This motion having been put to a vote prevailed, the vote being unanimous.

Order 3-Motion by Commissioner Stuart, second by Commissioner Martin to approve bill for caliche from Doris Pippin (see attached). This motion having been put to vote prevailed, the vote being unanimous with Commissioner Pippin abstaining from voting due to conflict of interest.

Order 4-Motion by Commissioner Pippin, second by Commissioner Martin to approve payroll (see attached). This motion having been put to vote prevailed, the vote being unanimous.

Order 5-Motion by Commissioner Pippin, second by Commissioner Martin approve selling of surplus equipment 1976 Mack, welder and propane tank belonging to Precinct #4. This motion having been put to vote prevailed, the vote being unanimous.

Order 6-Motion by Commissioner Pippin, second by Commissioner Stuart to approve amended applicant for pipeline crossing from Sunrise Pipeline, LLC (see attached) This motion having been put to vote prevailed, the vote being unanimous.

Order 7-Motion by Commissioner Martin, second by Commissioner Pippin to adjourn. This motion having been put to vote prevailed, the vote being unanimous.

FYI-discussion on separating one way building roof from Appraisal District building due to leak in FCAD. Commissioners to look at roof and take care of separating roof.

**State of Texas:** 

**County of Fisher:** 

I, Pat Thomson, Fisher County Clerk, attest that the foregoing is a true and accurate accounting of the Commissioner Court's authorized

proceedings for February 25th, 2019

Pat Thomson

County Clerk and Ex-Officio Member

Of Commissioners' Court, Fisher County, Texas

# COMMISSIONER COURT OF FISHER COUNTY, TEXAS

# **NOTICE OF OPEN MEETING**

DATE OF MEETING: MONDAY, FEBRUARY 25, 2019

LOCATION: FISHER COUNTY COURTHOUSE 112 N CONCHO ROBY, TX 79543

# **AGENDA**

Call to Order - Monday, February 25, 2019

# DELIBERATE AND CONSIDER ACTON ON THE FOLLOWING ITEMS:

- 1. Bills and Expense Accounts/Becky Mauldin
- 2. Bills (LGC § 171.004)/Becky Mauldin
- 3. Budget Amendments & Transfers/Becky Mauldin
- 4. Payroll & Benefits/Jeanna Parks
- 5. Burn Ban (New resolution after 90 days or reinstated)
- 6. Sell Surplus Equipment for Precinct #4/Kevin Stuart
- 7. CAD roof and/or wall
- 8. Consider and Approve Modifying Named Entity on Pipeline Applications Scotty Sullivan

Pursuant to the authority granted under GC § 551, the Commissioners Court may convene a closed session to discuss any of the above agenda items. Immediately before any closed session, the specific section or sections of GC §551 that provide statutory authority will be announced.

## **CERTIFICATION**

ATTEST:

PAT-THOMISON

FISHER COUNTY CLERK

Pat Thomson, Fisher County Clerk

POSTED:

2/21/2019 10:18 AM



# FISHER COUNTY COMMISSIONERS' COURT ACCOUNTS PAYABLE

We have examined the accounts payable list and approve the same to be paid.

	1 V
Commissioner #1 Gordon Pippin	Commissioner #2 Dexter Elrod
Commissioner #3 Preston Martin	Commissioner #4 Kevin Stuart
Date Range: 212-19 thru 2-2519	7
Refraining	from signing attached bill.
Date Approved: 2-25-19	

02/22/2019 ' INVOICE FILE LISTING - CYCLE: ALL PAGE
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NAME-OF-VENDOR  DESCRIPTION		E-NO S VEN-NO INV-NO	INV-DATE/ DATE-PAID		EXPENSE-ACCOUNT/ BANK-ACCOUNT	TNUOMA
	7803	A	02-19-2019			
						0.00
4C ELECTRIC COURTHOUSE MAINTENANCE	7801	A 00327	02-19-2019	410	10-470-375 COURTHOUSE MAINTENANCE 10-100-100 CFC: GENERAL FUND	136.54
ABILENE PROFESSIONAL CENTER	7792	A 00137	02-15-2019		10-585-604 NEW HIRE PSYCHIATRIC TESTIN	
NEW HIRE PSYCHIATRIC TESTING					10-100-100 CFC: GENERAL FUND	190.00
						190.00
ADVANTAGE OFFICE PRODUCTS LLC SUPPLIES	7786	A 00006	02-14-2019		10-450-305 SUPPLIES 10-100-100 CFC: GENERAL FUND	
						64.99
AFLAC AFLAC PRE TAX PAYABLE	7793	A 00007	02-15-2019		10-200-235 AFLAC PRE TAX PAYABLE	
AFDAC PRE TAX PATABLE					10-100-100 CFC: GENERAL FUND	117.66
AFLAC	7794	A 00007	02-15-2019		10-200-240 AFLAC POST TAX PAYABLE	
AFLAC POST TAX PAYABLE					10-100-100 CFC: GENERAL FUND	31 50
						31.56
AIRGAS-SOUTHWEST SUPPLIES	7774	V 00008	02-13-2019		12-612-305 SUPPLIES 12-100-100 CFC: ROAD & BRIDGE PRECINCT	86.01
AIRGAS-SOUTHWEST	7775	A 00008	02-13-2019		14-614-305 SUPPLIES	
SUPPLIES					14-100-100 CFC: ROAD & BRIDGE PRECINCT	52.73
AQUAONE INC.	7768	A 00014	02-13-2019		10-400-305 SUPPLIES	
SUPPLIES	7700	A 00014	02-13-2019		10-100-100 CFC: GENERAL FUND	
						4.87
AQUAONE INC. SUPPLIES	7769	A 00014	02-13-2019		10-460-305 SUPPLIES 10-100-100 CFC: GENERAL FUND	
						4.87
AQUAONE INC.	7770	A 00014	02-13-2019		10-470-305 SUPPLIES	
SUPPLIES					10-100-100 CFC: GENERAL FUND	7.49
AQUAONE INC.	7771	A 00014	02-13-2019		10-410-305 SUPPLIES	
SUPPLIES	,,,,	A 50014	02-13-2019		10-100-100 CFC: GENERAL FUND	
						13.48
AQUAONE INC. SUPPLIES	7772	A 00014	02-13-2019		10-420-305 SUPPLIES 10-100-100 CFC: GENERAL FUND	
						7.49
ATMOS ENERGY	7816	A 00017	02-19-2019		10-585-380 UTILITIES FOR LAW CENTER	
UTILITIES FOR LAW CENTER					10-100-100 CFC: GENERAL FUND	427.63

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NAME-OF-VENDOR DESCRIPTION	VEN-	ON-VNI	INV-DATE/ PO-NUMI DATE-PAID CHECK-N		AMOUNT
ATMOS ENERGY courthouse	7846 2/18	A 00017	02-21-2019	10-470-380 UTILITIES 10-100-100 CFC: GENERAL FUND	
					379.78
BEN E KEITH FOODS - DFW DIVISION	7837	A 00023	02-21-2019	78-778-690 EDIBLE GOODS	
FOOD FOR SENIOR CITIZENS	1852	5339		78-100-100 CFC: SENIOR CITIZENS	350.77
BEN E KEITH FOODS - DFW DIVISION	7838	A 00023	02-21-2019	78-778-692 PAPER GOODS	
FOOD FOR SENIOR CITIZENS	1852			78-100-100 CFC: SENIOR CITIZENS	66.00
					66.88
BITTER CREEK WATER SUPPLY CORP UTILITIES	7798	A 00027	02-15-2019	10-470-380 UTILITIES 10-100-100 CFC: GENERAL FUND	
					56.00
BITTER CREEK WATER SUPPLY CORP	7799	A 00027	02-15-2019	10-470-380 UTILITIES	
UTILITIES				10-100-100 CFC: GENERAL FUND	45.00
BUG OUT PEST MANAGEMENT	7854	A 00029	02-22-2019	10-470-376 EXTERMINATOR SERVICES	
EXTERMINATOR SERVICES	0222		35 55 5025	10-100-100 CFC: GENERAL FUND	
					350.00
CARD SERVICE CENTER REPAIRS & MAINTENANCE	7804	Λ 00031	02-19-2019 378	14-614-320 REPAIRS & MAINTENANCE 14-100-100 CFC: ROAD & BRIDGE PRECINCT	
					43.01
CARD SERVICE CENTER	7805	A 00031	02-19-2019 370	10-460-305 SUPPLIES	
SUPPLIES				10-100-100 CFC: GENERAL FUND	170.62
CARD SERVICE CENTER	7806	A 00031	02-19-2019 374	66-766-766 COURTHOUSE SECURITY EXPENSE	
COURTHOUSE SECURITY EXPENSES	7000	N 00031	02 19 2019 374	66-100-100 CFC: COURTHOUSE SECURITY	
					94.40
CARD SERVICE CENTER SUPPLIES	7807	A 00031	02-19-2019 337	10-400-305 SUPPLIES 10-100-100 CFC: GENERAL FUND	
				TO TOO TOO OFFI GENERAL FORD	29.95
CARD SERVICE CENTER	7808	A 00031	02-19-2019 324	10-400-300 TRAVEL & SCHOOL	
TRAVEL & SCHOOL				10-100-100 CFC: GENERAL FUND	230.00
CARD SERVICE CENTER	7810	A 00031	02-19-2019 318	10 420 205 CURRY TRO	
SUPPLIES	7810	A 00031	02-19-2019 316	10-420-305 SUPPLIES 10-100-100 CFC: GENERAL FUND	
					255.32
ARD SERVICE CENTER SUPPLIES	7811	A 00031	02-19-2019 321	10-590-305 SUPPLIES 10-100-100 CFC: GENERAL FUND	
				11 100 200 Old. Gandida Lond	108.11
ARD SERVICE CENTER	7812	A 00031	02-19-2019 354	10-530-305 SUPPLIES	
SUPPLIES				10-100-100 CFC: GENERAL FUND	34.99

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#### INVOICE FILE LISTING - CYCLE: ALL

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NAME-OF-VENDOR INVOICE-NO S VEN-NO INV-DATE/ PO-NUMBER/ EXPENSE-ACCOUNT/ AMOUNT DESCRIPTION VEN-INV-NO DATE-PAID CHECK-NO BANK-ACCOUNT CARD SERVICE CENTER 7832 A 00031 02-19-2019 10-590-642 STOCK SHOW EXPENSE STOCK SHOW EXPENSE 10-100-100 CFC: GENERAL FUND 241.90 CARD SERVICE CENTER 7833 A 00031 02-19-2019 10-420-300 TRAVEL/SCHOOL/TUITION/DUES TRAVEL/SCHOOL/TUITION/DUES 10-100-100 CFC: GENERAL FUND 489.14 CARD SERVICE CENTER 7834 A 00031 02-19-2019 10-410-300 TRAVEL & SCHOOL TRAVEL & SCHOOL 10-100-100 CFC: GENERAL FUND 584.20 CARD SERVICE CENTER 7850 A 00031 02-21-2019 353 10-460-305 SUPPLIES SUPPLIES 10-100-100 CFC: GENERAL FUND 235.60 CARD SERVICE CENTER 7851 A 00031 02-21-2019 338 10-400-305 SUPPLIES SUPPLIES 10-100-100 CFC: GENERAL FUND 228.67 CARD SERVICE CENTER 7852 A 00031 02-21-2019 334 13-613-320 REPAIRS & MAINTENANCE REPAIRS & MAINTENANCE 13-100-100 CFC: ROAD & BRIDGE PRECINCT 598.28 CARLA TEMPLE 7815 02-19-2019 78-778-300 TRAVEL TRAVEL 78-100-100 CFC: SENIOR CITIZENS 68.67 CENTRAL FASTENERS & SUPPLY COMPANY 7795 A 00442 02-15-2019 391 14-614-305 SUPPLIES SUPPLIES 14-100-100 CFC: ROAD & BRIDGE PRECINCT 16.56 CENTRAL FASTENERS & SUPPLY COMPANY 7796 A 00442 02-15-2019 386 14-614-305 SUPPLIES SUPPLIES 14-100-100 CFC: ROAD & BRIDGE PRECINCT 16.56 CORPORATE BILLING, LLC 7809 A 00157 02-19-2019 352 13-613-320 REPAIRS & MAINTENANCE REPAIRS & MAINTENANCE 13-100-100 CFC: ROAD & BRIDGE PRECINCT 598.28 COUR TECH SYSTEMS INC 7788 A 00440 02-14-2019 380 10-410-320 COMPUTER REPAIRS & MAINTENA COMPUTER REPAIRS & MAINTENANCE 10-100-100 CFC: GENERAL FUND 594.50 DE LAGE LANDEN 7789 A 00013 02-14-2019 10-410-320 COMPUTER REPAIRS & MAINTENA COMPUTER REPAIRS & MAINTENANCE 10-100-100 CFC: GENERAL FUND 165.07 DORIS E PIPPIN 7847 A 00231 02-21-2019 420 12-612-705 ROAD MATERIAL & CONSTRUCTIO ROAD MATERIAL & CONSTRUCTION 12-100-100 CFC: ROAD & BRIDGE PRECINCT 1,100.00 DORIS E PIPPIN 7848 A 00231 02-21-2019 419 11-611-705 ROAD MATERIAL & CONSTRUCTIO ROAD MATERIAL & CONSTRUCTION 11-100-100 CFC: ROAD & BRIDGE PRECINCT 1,496.00

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NAME-OF-VENDOR DESCRIPTION		O S VEN-NO V-NO	INV-DATE/ DATE-PAID		EXPENSE-ACCOUNT/ BANK-ACCOUNT	AMOUNT
FISHER COUNTY APPRAISAL DISTRICT LEGAL FEES	7835	A 00057	02-19-2019		10-530-455 LEGAL FEES 10-100-100 CFC: GENERAL FUND	4,356.91
GARZA COUNTY SHERIFF OUT OF COUNTY HOUSING	7802	A 00443	02-19-2019		10-585-605 OUT OF COUNTY HOUSING 10-100-100 CFC: GENERAL FUND	450.00
JOHN DEERE FINANCIAL REPAIRS & MAINTENANCE	7840	A 00075	02-21-2019	357	12-612-320 REPAIRS & MAINTENANCE 12-100-100 CFC: ROAD & BRIDGE PRECIN	CT 110.61
JOHN DEERE FINANCIAL goes with po 357	7841 402484	A 00075	02-21-2019		11-611-320 REPAIRS & MAINTENANCE 11-100-100 CFC: ROAD & BRIDGE PRECING	CT 110.61
JOHN DEERE FINANCIAL goes with po 357	7842 402484	A 00075	02-21-2019		13-613-320 REPAIRS & MAINTENANCE 13-100-100 CFC: ROAD & BRIDGE PRECING	CT 110.60
JOHN DEERE FINANCIAL goes with po 357	7843 402484	A 00075	02-21-2019		14-614-320 REPAIRS & MAINTENANCE 14-100-100 CFC: ROAD & BRIDGE PRECING	CT 110.60
JONNYE LU GIBSON REPAIRS & MAINTENANCE	7822	A 00439	02-19-2019		14-614-320 REPAIRS & MAINTENANCE 14-100-100 CFC: ROAD & BRIDGE PRECING	CT 7.50
KNOX WASTE SERVICE LLC UTILITIES	7813	A 00078	02-19-2019		11-611-380 UTILITIES 11-100-100 CFC: ROAD & BRIDGE PRECING	CT 31.53
KNOX WASTE SERVICE LLC UTILITIES	7814	A 00078	02-19-2019		78-778-380 UTILITIES 78-100-100 CFC: SENIOR CITIZENS	84.71
MARVIN KEENAN COURTHOUSE SECURITY EXPENSES	7777	A 00355	02-13-2019		66-766-766 COURTHOUSE SECURITY EXPENS 66-100-100 CFC: COURTHOUSE SECURITY	SE 60.00
NOLAN COUNTY MEDICAL INSURANCE	7826	A 00282	02-19-2019		10-450-210 MEDICAL INSURANCE 10-100-100 CFC: GENERAL FUND	2,328.69
NOLAN COUNTY SUPPLIES	7827	A 00282	02-19-2019		10-450-305 SUPPLIES 10-100-100 CFC: GENERAL FUND	293.27
NOLAN COUNTY TRAVEL	7828	A 00282	02-19-2019		10-450-300 TRAVEL 10-100-100 CFC: GENERAL FUND	578.94
NOLAN COUNTY MEDICAL INSURANCE	7829	A 00282	02-19-2019		10-550-210 MEDICAL INSURANCE 10-100-100 CFC: GENERAL FUND	1,147.65

NAME-OF-VENDOR	INVOICE	-NO S VEN-NO	INV-DATE/	PO-NUMBER/	EXPENSE-ACCOUNT/	AMOUNT
DESCRIPTION		INV-NO	DATE-PAID	CHECK-NO	BANK-ACCOUNT	
NOLAN COUNTY	7830	A 00282	02-19-2019		10-550-300 TRAVEL	
TRAVEL					10-100-100 CFC: GENERAL FUND	
						208.98
NOLAN COUNTY	7831	A 00282	02-19-2019		10-550-305 SUPPLIES	
SUPPLIES					10-100-100 CFC: GENERAL FUND	
•						59.08
PUMP SPECIALIST INC.	7823	A 00445	02-19-2019	359	13-613-320 REPAIRS & MAINTENANCE	
REPAIRS & MAINTENANCE			00 10 1010		13-100-100 CFC: ROAD & BRIDGE PRECINCT	
						915.00
	25.55			0.50		
QUILL SUPPLIES	7767	A 00097	02-12-2019	350	10-430-305 SUPPLIES 10-100-100 CFC: GENERAL FUND	
						385.47
QUILL SUPPLIES	7836	A 00097	02-21-2019	418	10-400-305 SUPPLIES 10-100-100 CFC: GENERAL FUND	
SUPPLIES					10-100-100 CFC: GENERAL FUND	56.06
ROAD RUNNER TIRE SERVICE	7797	A 00098	02-15-2019	389	14-614-700 DIESEL, OIL, AND GASOLINE	
DIESEL, OIL, AND GASOLINE					14-100-100 CFC: ROAD & BRIDGE PRECINCT	190.00
						190.00
ROAD RUNNER TIRE SERVICE	7824	V 00038	02-19-2019	401	14-614-725 TIRES & TUBES	
TIRES & TUBES					14-100-100 CFC: ROAD & BRIDGE PRECINCT	
						220.00
SHERRY WILLIAMSON, CLERK	7776	A 00109	02-13-2019		76-776-776 STATE FEE CRIMINAL & CIVIL	
STATE FEE CRIMINAL & CIVIL					76-100-100 CFC: STATE CRIMINAL & CIVIL	
						15.00
SS PREMIER	7849	A 00444	02-21-2019	407	14-614-305 SUPPLIES	
SUPPLIES					14-100-100 CFC: ROAD & BRIDGE PRECINCT	
						228.00
SUMMIT TRUCK GROUP	<b>7</b> 791	A 00300	02-15-2019	405	14-614-320 REPAIRS & MAINTENANCE	-
REPAIRS & MAINTENANCE	,,,,	11 00300	02 13 2013		14-100-100 CFC: ROAD & BRIDGE PRECINCT	
						212.53
THEY BE A CONCERNED OF COUNTIES	7721	A 00113	02 07 2010		10 F20 310 COMMUNICATIONS	
TEXAS ASSOCIATION OF COUNTIES EMAIL ACCOUNTS	SOPOI		02-07-2019		10-530-310 COMMUNICATIONS 10-100-100 CFC: GENERAL FUND	
						64.00
TEXAS ASSOCIATION OF COUNTIES TRAVEL/SCHOOL/TUITIONS/DUES	7825	A 00336	02-19-2019		10-490-300 TRAVEL/SCHOOL/TUITIONS/DUES 10-100-100 CFC: GENERAL FUND	
THE MAIN COMOCE, TOTT TONG, BOLD					10 100 100 010. OBMBRED 1000	150.00
TEXAS DEPARTMENT OF STATE HEALTH		A 00341	02-12-2019		76-776-703 DC-CAR-BVS TO TX VITAL STAT	
DC-CAR-BVS TO TX VITAL STATIST	1102				76-100-100 CFC: STATE CRIMINAL & CIVIL	10.98
TEXAS PARKS & WILDLIFE	7853		02-21-2019		76-776-704 PARKS & WILDLIFE	
PARKS & WILDLIFE	2-11-	-2019			76-100-100 CFC: STATE CRIMINAL & CIVIL	380.80
						555.00

02/22/2019

DUES & FEES - COG MATCH

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NAME-OF-VENDOR DESCRIPTION	VEN-I	NV-NO	DATE-PAID	CHECK-NO	EXPENSE-ACCOUNT/ BANK-ACCOUNT	AMOUNT
THRIFTWAY senior citizens	7839	A 00120	02-21-2019	,	78-778-690 EDIBLE GOODS 78-100-100 CFC: SENIOR CITIZENS	85.51
VERIZON WIRELESS air cards	7844 98240		02-21-2019		10-585-310 COMMUNICATIONS 10-100-100 CFC: GENERAL FUND	29.13
VERIZON WIRELESS air cards	7845 98240	A 00123 19100	02-21-2019		78-778-310 COMMUNICATIONS 78-100-100 CFC: SENIOR CITIZENS	37.99
WARREN CAT REPAIRS & MAINTENANCE	7766	A 00124	02-12-2019	388	13-613-320 REPAIRS & MAINTENANCE 13-100-100 CFC: ROAD & BRIDGE PRECINCT	4,555.93
WASHINGTON NATIONAL WASHINGTON NATL PAYABLE	7773	A 00166	02-13-2019		10-200-260 WASHINGTON NATL PAYABLE 10-100-100 CFC: GENERAL FUND	193.70
WEST CENTRAL TEXAS COUNCIL OF GOVER	7787	A 00125	02-14-2019		10-530-480 DUES & FEES - COG MATCH	

10-100-100 CFC: GENERAL FUND

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FD FUND COUNT AMOUNT COUNT AMOUNT COUNT AMOUNT COUNT AMOUNT NO DESCRIPTION \_\_\_\_\_\_\_ REPORT TOTALS BY FUND HUND

43 15,706.31 0 0.00 0 0.00 43 15,706.31 3 1,638.14 0 0.00 0 0.00 3 1,638.14 3 1,296.62 0 0.00 0 0.00 3 1,296.62 5 6,778.09 0 0.00 0 0.00 5 6,778.09 10 1,097.49 0 0.00 0 0.00 10 1,097.49 2 154.40 0 0.00 0 0.00 0 0.00 2 154.40 FUND

5 6 694.53 0 0.00 0 0.00 0 0.00 3 406.78 6 694.53 010 GENERAL FUND 011 ROAD & BRIDGE PRECINCT 1 012 ROAD & BRIDGE PRECINCT 2 013 ROAD & BRIDGE PRECINCT 3 014 ROAD & BRIDGE PRECINCT 4 066 COURTHOUSE SECURITY FUND 076 STATE CRIMINAL & CIVIL FEES FUND 3
078 SENIOR CITIZENS FUND 078 SENIOR CITIZENS FUND 75 27,772.36 0 0.00 0 0.00 75 27,772.36 GRAND TOTALS

14208	2/25/2019	136.54	4C ELECTRIC
14209	2/25/2019	190	ABILENE PROFESSIONAL CENTER
14210	2/25/2019	64.99	ADVANTAGE OFFICE PRODUCTS LLC
14211	2/25/2019	149.22	AFLAC
14212	2/25/2019	138.74	AIRGAS-SOUTHWEST
14213	2/25/2019	38.2	AQUAONE INC.
14214	2/25/2019	807.41	ATMOS ENERGY
14215	2/25/2019	417.65	BEN E KEITH FOODS - DFW DIVISION
14216	2/25/2019	101	BITTER CREEK WATER SUPPLY CORP
14217	2/25/2019	350	BUG OUT PEST MANAGEMENT
14218	2/25/2019	3243.92	CARD SERVICE CENTER
14219	2/25/2019	68.67	CARLA TEMPLE
14220	2/25/2019	33.12	CENTRAL FASTENERS & SUPPLY COMPANY
14222			COUR TECH SYSTEMS INC
14223	2/25/2019	165.07	DE LAGE LANDEN
14224	2/25/2019	2596	DORIS E PIPPIN
14225	2/25/2019	4356.91	FISHER COUNTY APPRAISAL DISTRICT
14226	2/25/2019	450	GARZA COUNTY SHERIFF
14228	2/25/2019	7.5	JONNYE LU GIBSON
14229	2/25/2019	116.24	KNOX WASTE SERVICE LLC
14230	2/25/2019	60	MARVIN KEENAN
14231	2/25/2019	4616.61	NOLAN COUNTY
14232	2/25/2019	915	PUMP SPECIALIST INC.
14233	2/25/2019	441.53	QUILL
14234	2/25/2019	410	ROAD RUNNER TIRE SERVICE
14235	2/25/2019	15	SHERRY WILLIAMSON, CLERK
14236	2/25/2019	228	SS PREMIER
14237	2/25/2019	212.53	SUMMIT TRUCK GROUP
14238	2/25/2019	150	TEXAS ASSOCIATION OF COUNTIES
14239	2/25/2019	64	TEXAS ASSOCIATION OF COUNTIES
14240	2/25/2019	10.98	TEXAS DEPARTMENT OF STATE HEALTH SE
14241	2/25/2019	380.8	TEXAS PARKS & WILDLIFE
14242	2/25/2019	85.51	THRIFTWAY
14243	2/25/2019	67.12	VERIZON WIRELESS
14244	2/25/2019	4555.93	WARREN CAT
14245	2/25/2019	193.7	WASHINGTON NATIONAL
14246	2/25/2019	199	WEST CENTRAL TEXAS COUNCIL OF GOVER
14247	2/25/2019	442.44	YELLOWHOUSE MACHINERY CO

# FISHER COUNTY COMMISSIONERS' COURT ACCOUNTS PAYABLE

(LGC 171.004)

We have examined the accounts payable list and	d approve the same to be paid.
Commissioner #1 Gordon Pippin	Commissioner #2 Dexter Elrod
Commissioner #3 Preston Martin	Kevin Stuart
Date Range: 21219 <sub>thru</sub> 22519	
Gordon Pippin Refraining from signing atta	ched bill.
2 00 10	
Date Approved: 05 - 19	

# Dons Pippin 332 Emilia MCcaulley TX 79534

# CHASE ORDER

Total Amount:

1,496.00

		5.4
CUSTOMER'S ORDER NO.  DEPT. #1 DATE: 2-2019		
NAMF: 7: Sher Co Prec	Purchase Order I	No: 0000000419 te: 02-20-2019
ADDRESS:		
CITY, STATE, ZIP  SOLD BY:  CASH  C.O.D.  CHARGE  ON ACCT.  MDSE RTD.  PAID OUT	DORIS E PIPPIN 332 FM 1812	
SOLD BI.	MCCAULLEY TX	79534
QUANTITY DESCRIPTION PRICE AMOUNT		
Caliche #2 Peryord	NSE ACCOUNT	TUOMA
14963 Vrds	-611-705	1,496.00
L S SAN SAN SAN SAN SAN SAN SAN SAN SAN S		
a legal expenditure and/budgetep		
funds are available to pay same.		
funds are available to pro-		
8 On h Walnut	•	
9	manda di	
County Applito		
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Shipping Address: Fisher County

P.O.Box 126

Roby, Tx 79543

Don's Pippin 332-FM1812 McCaulley TX 79534

# CHASE ORDER

CUSTOMER'S ORDER NO. DEPT. 1 DATE:	State of Sta	<u> </u>
COSTOMER'S ORDER NO. $\frac{1}{2} \frac{1}{2} \frac{1}{2}$		
NAME: Fisher Co	Purchase Order N	No:-0000000420
ADDRESS:		te: 02-20-2019
CITY, STATE, ZIP	o be purchased from DORIS E PIPPIN	n:
SOLD BY: CASH C.O.D. CHARGE ON ACCT. MDSE RTD. PAID OUT	332 FM 1812 MCCAULLEY TX	79534
QUANTITY DESCRIPTION PRICE AMOUNT		
1100 2 yards Calithe 1100 00	NSE ACCOUNT	AMOUNT
3/ CR 279	2-612-705	1,100.00
5 gand approved as a spenditure and budgeted		
e and budgeted expenditure and budgeted		
runds are available to pay same.	1	
9 0 9 5 2004 100		
10 Nous Jappin County Auditor	i : ·	
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KEEP THIS COPY FOR YOUR RECORDS © REDIFORM® 5L350		
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	Total Amount:	1 100 00

Shipping Address: Fisher County P.O.Box 126

Roby, Tx 79543

\*\* \*\* \*\* ACCOUNT SUB-TOTAL

PREPARER: 0006 \_\_\_\_\_\_ DISTRIBUTION DESCRIPTION COMBINED DEBIT ACCT CREDIT ACCT CODES PRIMARY SECONDARY FED TAX TRANSFER TO LIABILITY ACCOUNT 3.038.77-10-100-100 00 002 \* 3,038.77-10-200-190 \*\* \*\* \*\* ACCOUNT SUB-TOTAL 3.038.77-3,038.77-0.00 5,012.76- SOC-SEC. TRANSFER TO LIABILITY ACCOUNT 00 001 \* 5,012.76-10-100-100 10-200-200 MEDICARE TRANSFER TO LIABILITY ACCOUNT 1,172.40-00 099 \* 1,172.40-10-200-200 10-100-100 \*\* \*\* \*\* ACCOUNT SUB-TOTAL 0.00 6,185.16-6.185.16-6,003.87- PAYROLL LIABILITY TRANSFER: RETIREMENT 10-200-205 10-100-100 00 003 \* 6,003.87-\*\* \*\* \*\* ACCOUNT SUB-TOTAL 6,003.87-6,003.87-0.00 PAYROLL LIABILITY TRANSFER: MEDICAL INS 10.140.65-00 004 \* 10,140.65-10-200-210 10-100-100 \*\* \*\* \*\* ACCOUNT SUB-TOTAL 10,140.65-0.00 10.140.65-PAYROLL LIABILITY TRANSFER: LIBERTY PRE TAX 105.35-10-100-100 00 006 \* 105.35-10-200-220 24.81-PAYROLL LIABILITY TRANSFER: Liberty Nationa 10-100-100 00 018 \* 24.81-10-200-220 0.00 130.16-\*\* \*\* \*\* ACCOUNT SUB-TOTAL 130.16-PAYROLL LIABILITY TRANSFER: AFLAC PRE TAX 10-200-235 10-100-100 00 009 \* 58.83-58.83-\*\* \*\* \*\* ACCOUNT SUB-TOTAL 58.83-58.83-0.00 PAYROLL LIABILITY TRANSFER: AFLAC POST TAX 00 010 \* 15.78-15.78-10-200-240 10-100-100 \*\* \*\* \*\* ACCOUNT SUB-TOTAL 15.78-0.00 15.78-PAYROLL LIABILITY TRANSFER: WNTL POST TAX 10-200-260 10-100-100 00 015 \* 96.85-96.85-\*\* \*\* \*\* ACCOUNT SUB-TOTAL 96.85-0.00 96.85-1.577.16 PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE 00 000 1,577.16 10-400-100 10-100-100 \*\* \*\* \*\* ACCOUNT SUB-TOTAL 1,577.16 0.00 1,577.16 PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE 00 000 969.23 969.23 10-400-105 10-100-100 \*\* \*\* \*\* ACCOUNT SUB-TOTAL 969.23 0.00 969.23 957.22 PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE 10-100-100 00 000 957.22 10-400-110 0.00 957.22 \*\* \*\* \*\* ACCOUNT SUB-TOTAL 957.22 PAYROLL EMPLOYER SOC-SEC. MATCHING EXPENSE 215.88 215.88 10-400-200 10-100-100 00 001 PAYROLL EMPLOYER MEDICARE MATCHING EXPENSE 50.49 10-400-200 10-100-100 00 099 50.49 \*\* \*\* \*\* ACCOUNT SUB-TOTAL 0.00 266.37 266.37 PAYROLL EMPLOYER MATCHING - RETIREMENT 288.35 288.35 10-400-205 10-100-100 00 003 \*\* \*\* \*\* ACCOUNT SUB-TOTAL 288.35 288.35 0.00 PAYROLL EMPLOYER MATCHING - MEDICAL INS 778.70 778.70 10-400-210 10-100-100 00 004 \*\* \*\* \*\* ACCOUNT SUB-TOTAL 778.70 778.70 0.00 PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE 1,500,24 10-410-100 10-100-100 00 000 1,500.24 \*\* \*\* \*\* ACCOUNT SUB-TOTAL 1.500.24 1,500.24 0.00 PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE 957,22 10-410-110 10-100-100 00 000 957.22 \*\* \*\* \*\* ACCOUNT SUB-TOTAL 957.22 957.22 0.00 PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE 13.84 00 000 13.84 10-410-115 10-100-100 13.84 \*\* \*\* \*\* ACCOUNT SUB-TOTAL 13.84 0.00 PAYROLL EMPLOYER SOC-SEC. MATCHING EXPENSE 152.34 152.34 10-410-200 10-100-100 00 001 PAYROLL EMPLOYER MEDICARE MATCHING EXPENSE 35.62 35.62 00 099 10-410-200 10-100-100 \*\* \*\* \*\* ACCOUNT SUB-TOTAL 187.96 187.96 0.00 PAYROLL EMPLOYER MATCHING - RETIREMENT 00 003 203.39 203.39 10-410-205 10-100-100

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### COST DISTRIBUTION REPORT - FILE ACCESS KEY - A18

PAGE 2 PREPARER:0006

\_\_\_\_\_\_ DISTRIBUTION DESCRIPTION PRIMARY SECONDARY COMBINED DEBIT ACCT CREDIT ACCT PAYROLL EMPLOYER MATCHING - MEDICAL INS 775.84 775.84 10-100-100 00 004 10-410-210 \*\* \*\* \*\* ACCOUNT SUB-TOTAL 0.00 775.84 775.84 PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE 1,500.18 00 000 1,500.18 10-100-100 10-420-100 \*\* \*\* \*\* ACCOUNT SUB-TOTAL 0.00 1,500.18 1.500.18 405.00 PAYROLL EMPLOYEE TRANSFER - REGULAR HOURS E 405.00 10-420-120 10-100-100 01 000 0.00 405.00 \*\* \*\* \*\* ACCOUNT SUB-TOTAL 405.00 PAYROLL EMPLOYER SOC-SEC. MATCHING EXPENSE 116.49 116.49 10-420-200 10-100-100 00 001 PAYROLL EMPLOYER MEDICARE MATCHING EXPENSE 27.24 27.24 10-420-200 10-100-100 00 099 \*\* \*\* \*\* ACCOUNT SUB-TOTAL 143.73 143.73 0.00 PAYROLL EMPLOYER MATCHING - RETIREMENT 156.79 156.79 10-420-205 10-100-100 00 003 \*\* \*\* \*\* ACCOUNT SUB-TOTAL 156.79 156.79 0.00 PAYROLL EMPLOYER MATCHING - MEDICAL INS 389.35 389.35 10-420-210 10-100-100 00 004 \*\* \*\* \*\* ACCOUNT SUB-TOTAL 389.35 0.00 389.35 1.500.18 PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE 00 000 1.500.18 10-430-100 10-100-100 \*\* \*\* \*\* ACCOUNT SUB-TOTAL 1,500.18 0.00 1.500.18 PAYROLL EMPLOYEE TRANSFER - REGULAR HOURS E 400.00 10-430-110 10-100-100 01 000 400.00 \*\* \*\* \*\* ACCOUNT SUB-TOTAL 400.00 0.00 400.00 PAYROLL EMPLOYER SOC-SEC. MATCHING EXPENSE 116.80 10-430-200 10-100-100 00 001 116.80 PAYROLL EMPLOYER MEDICARE MATCHING EXPENSE 27.32 10-100-100 00 099 27,32 10-430-200 \*\* \*\* \*\* ACCOUNT SUB-TOTAL 144.12 0.00 144.12 PAYROLL EMPLOYER MATCHING - RETIREMENT 156.38 10-100-100 00 003 156.38 10-430-205 \*\* \*\* \*\* ACCOUNT SUB-TOTAL 156.38 0.00 156.38 PAYROLL EMPLOYER MATCHING - MEDICAL INS 10-430-210 10-100-100 00 004 389.35 389.35 \*\* \*\* \*\* ACCOUNT SUB-TOTAL 389.35 0.00 389.35 PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE 10-450-105 10-100-100 00 000 101.04 101.04 \*\* \*\* \*\* ACCOUNT SUB-TOTAL 101.04 101.04 0.00 PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE 292.35 10-450-110 10-100-100 00 000 292.35 0.00 292.35 \*\* \*\* \*\* ACCOUNT SUB-TOTAL 292,35 PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE 233,28 233.28 10-450-130 10-100-100 00 000 \*\* \*\* \*\* ACCOUNT SUB-TOTAL 233.28 0.00 233.28 PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE 233.28 233.28 10-450-132 10-100-100 00 000 233.28 \*\* \*\* \*\* ACCOUNT SUB-TOTAL 0.00 233.28 PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE 279.38 10-450-134 10-100-100 00 000 279.38 \*\* \*\* \*\* ACCOUNT SUB-TOTAL 279.38 279.38 0.00 PAYROLL EMPLOYER SOC-SEC. MATCHING EXPENSE 70.63 70.63 10-100-100 00 001 10-450-200 PAYROLL EMPLOYER MEDICARE MATCHING EXPENSE 00 099 16.52 16.52 10-100-100 10-450-200 87.15 \*\* \*\* \*\* ACCOUNT SUB-TOTAL 87.15 0.00 PAYROLL EMPLOYER MATCHING - RETIREMENT 93.77 93.77 00 003 10-450-205 10-100-100 93.77 93.77 \*\* \*\* \*\* ACCOUNT SUB-TOTAL 0.00 PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE 1,500.24 10-100-100 00 000 1,500.24 10-460-100 0.00 1,500.24 \*\* \*\* \*\* ACCOUNT SUB-TOTAL 1,500.24

/11/2019 COST DISTRIBUTION REPORT - FILE ACCESS KEY - A18

TIME:01:45 PM	M		dob'i bibikibo.	TON KELOKT TIE	ACCION KIII F		PREPARER: 0006
DEBIT ACCT	CREDIT ACCT	CODES	PRIMARY	SECONDARY	COMBINED	DISTRIBUTION DESCRIPTION	
10-460-105	10-100-100	00 000	897.42		897.42	PAYROLL EMPLOYEE TRANSFER	- SALARY EXPENSE
			897.42	0.00	897.42	** ** ** ACCOUNT SUB-TOTAL	
10-460-110	10-100-100	01 000	570.00		570.00	PAYROLL EMPLOYEE TRANSFER	- REGULAR HOURS E
			570.00	0.00	570.00	** ** ** ACCOUNT SUB-TOTAL	
10-460-200	10-100-100	00 001		183.99	183.99	PAYROLL EMPLOYER SOC-SEC. I	MATCHING EXPENSE
10-460-200	10-100-100	00 099		43.04	43.04	PAYROLL EMPLOYER MEDICARE I	MATCHING EXPENSE
			0.00	227.03	227.03	** ** ** ACCOUNT SUB-TOTAL	
10-460-205	10-100-100	00 003		244.24	244.24	PAYROLL EMPLOYER MATCHING	- RETIREMENT
			0.00	244.24	244.24	** ** ** ACCOUNT SUB-TOTAL	
10-460-210	10-100-100	00 004		389.35	389.35	PAYROLL EMPLOYER MATCHING	- MEDICAL INS
			0.00	389.35	389.35	** ** ** ACCOUNT SUB-TOTAL	
10-480-100	10-100-100	00 000	1,544.82		1,544.82	PAYROLL EMPLOYEE TRANSFER	- SALARY EXPENSE
			1,544.82	0.00	1,544.82	** ** ** ACCOUNT SUB-TOTAL	
10-480-110	10-100-100	00 000	966.34		966.34	PAYROLL EMPLOYEE TRANSFER	- SALARY EXPENSE
			966.34	0.00	966.34	** ** ** ACCOUNT SUB-TOTAL	
10-480-200	10-100-100	00 001		143.08	143.08	PAYROLL EMPLOYER SOC-SEC.	AATCHING EXPENSE
10-480-200	10-100-100	00 099		33.46	33.46	PAYROLL EMPLOYER MEDICARE	MATCHING EXPENSE
			0.00	176.54	176.54	** ** ** ACCOUNT SUB-TOTAL	
10-480-205	10-100-100	00 003		206.67	206.67	PAYROLL EMPLOYER MATCHING	- RETIREMENT
			0.00	206.67	206.67	** ** ** ACCOUNT SUB-TOTAL	
10-480-210	10-100-100	00 004		778.70	778.70	PAYROLL EMPLOYER MATCHING	- MEDICAL INS
			0.00	778.70	778.70	** ** ** ACCOUNT SUB-TOTAL	
10-490-100	10-100-100	00 000	1,500.18		1,500.18	PAYROLL EMPLOYEE TRANSFER	- SALARY EXPENSE
			1,500.18	0.00	1,500.18	** ** ** ACCOUNT SUB-TOTAL	
10-490-110	10-100-100	01 000	800.00		800.00	PAYROLL EMPLOYEE TRANSFER	REGULAR HOURS E
			800.00	0.00	800.00	** ** ** ACCOUNT SUB-TOTAL	
10-490-200	10-100-100	00 001		142.61	142.61	PAYROLL EMPLOYER SOC-SEC. N	
10-490-200	10-100-100	00 099	0.40	33.35	33.35	PAYROLL EMPLOYER MEDICARE N	MATCHING EXPENSE
			0.00	175.96	175.96	** ** ** ACCOUNT SUB-TOTAL	
10-490-205	10-100-100	00 003		189.30	189.30	PAYROLL EMPLOYER MATCHING	- RETIREMENT
			0.00	189.30	189.30	** ** ** ACCOUNT SUB-TOTAL	
10-490-210	10-100-100	00 004		389.35	389.35	PAYROLL EMPLOYER MATCHING	- MEDICAL INS
			0.00	389.35	389.35	** ** ** ACCOUNT SUB-TOTAL	
10-500-100	10-100-100	00 000	1,500.24		1,500.24	PAYROLL EMPLOYEE TRANSFER	- SALARY EXPENSE
			1,500.24	0.00	1,500.24	** ** ** ACCOUNT SUB-TOTAL	
10-500-110	10-100-100	00 000	957.22		957.22	PAYROLL EMPLOYEE TRANSFER	- SALARY EXPENSE
			957.22	0.00	957.22	** ** ** ACCOUNT SUB-TOTAL	
10-500-200	10-100-100	00 001		148.71	148.71	PAYROLL EMPLOYER SOC-SEC. N	
10-500-200	10-100-100	00 099		34.78	34.78	PAYROLL EMPLOYER MEDICARE N	MATCHING EXPENSE
			0.00	183.49	183.49	** ** ** ACCOUNT SUB-TOTAL	
10-500-205	10-100-100	00 003		202.25	202.25	PAYROLL EMPLOYER MATCHING -	RETIREMENT
			0.00	202.25	202.25	** ** ** ACCOUNT SUB-TOTAL	

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DEBIT ACCT	CREDIT ACCT	CODES	PRIMARY	SECONDARY	COMPTAND	**************************************
10-500-210	10-100-100	00 004	rana	778.70	COMBINED	DISTRIBUTION DESCRIPTION
			0.00	778.70	778.70	PAYROLL EMPLOYER MATCHING - MEDICAL INS
			3.00	778.70	778.70	** ** ** ACCOUNT SUB-TOTAL
10-550-100	10-100-100	00 000	328.93		328.93	PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE
			328.93	0.00	328.93	** ** ** ACCOUNT SUB-TOTAL
10-550-105	10-100-100	00 000	101.04		101.04	PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSI
			101.04	0.00	101.04	** ** ** ACCOUNT SUB-TOTAL
10 550 115						
10-550-117	10-100-100	00 000	450.00		450.00	PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE
			450.00	0.00	450.00	** ** ** ACCOUNT SUB-TOTAL
10~550-200	10-100-100	00 001		54 55		
10-550-200	10-100-100	00 099		54.55	54.55	PAYROLL EMPLOYER SOC-SEC. MATCHING EXPENSE
			0.00	12.77 67.32	12.77	PAYROLL EMPLOYER MEDICARE MATCHING EXPENSE
			0.00	67.32	67.32	** ** ** ACCOUNT SUB-TOTAL
10-550-205	10-100-100	00 003		72.43	72,43	PAYROLL EMPLOYER MATCHING - RETIREMENT
			0.00	72.43	72.43	** ** ** ACCOUNT SUB-TOTAL
						ACCOUNT SUB-TOTAL
10-580-100	10-100-100	00 000	1,784.72		1,784.72	PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE
			1,784.72	0.00	1,784.72	** ** ** ACCOUNT SUB-TOTAL
10-580-110	10-100-100	00 000	437.36		437.36	PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE
10-580-110	10-100-100	01 000	5,750.72		5,750.72	PAYROLL EMPLOYEE TRANSFER - REGULAR HOURS
			6,188.08	0.00	6,188.08	** ** ** ACCOUNT SUB-TOTAL
10-580-115	10-100-100	00 000	13.84			
			13.84	0.00	13.84	PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE
			15.04	0.00	13.84	** ** ** ACCOUNT SUB-TOTAL
10-580-120	10-100-100	01 000	172.60	,	172,60	DAVDOLL EMDLOVER MDANGERD DROwn -
			172.60	0.00	172.60	PAYROLL EMPLOYEE TRANSFER - REGULAR HOURS : ** ** ACCOUNT SUB-TOTAL
					_/	ACCOUNT SUB-TOTAL
10-580-146	10-100-100	02 000	74.75		74. <b>7</b> 5	PAYROLL EMPLOYEE TRANSFER - OVERTIME HOURS
			74.75	0.00	74.75	** ** ** ACCOUNT SUB-TOTAL
10-580-200	10-100-100	00 001				
LO-580-200	10-100-100	00 001		508.58	508.58	PAYROLL EMPLOYER SOC-SEC. MATCHING EXPENSE
	=	00 055	0.00	118.95	118.95	PAYROLL EMPLOYER MEDICARE MATCHING EXPENSE
			0.00	627.53	627.53	** ** ** ACCOUNT SUB-TOTAL
0-580-205	10-100-100	00 003		677.65	677.65	PAYROLL EMPLOYER MATCHING - RETIREMENT
			0.00	677.65	677.65	** ** ** ACCOUNT SUB-TOTAL
						TOO SOLUTION TO A TOTAL
.0-580-210	10-100-100	00 004		1,946.75	1,946.75	PAYROLL EMPLOYER MATCHING - MEDICAL INS
			0.00	1,946.75	1,946.75	** ** ** ACCOUNT SUB-TOTAL
0-585-110	10-100-100	00 000	***			
0-585-110	10-100-100	00 000 01 000	241.56		241.56	PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE
	10 100 100	01 000	899.14		899.14	PAYROLL EMPLOYEE TRANSFER - REGULAR HOURS E
			1,140.70	0.00	1,140.70	** ** ** ACCOUNT SUB-TOTAL
0-585-142	10-100-100	00 000	323.96		202.01	DAMPOLY FUNCTOR
0-585-142	10-100-100	01 000	8,123.92		323.96	PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE
			8,447.88	0.00	8,123.92 8,447.88	PAYROLL EMPLOYEE TRANSFER - REGULAR HOURS E
					00,125,00	** ** ** ACCOUNT SUB-TOTAL
0-585-146	10-100-100	02 000	224.28		224.28	PAYROLL EMPLOYEE TRANSFER - OVERTIME HOURS
			224.28	0.00	224.28	** ** ** ACCOUNT SUB-TOTAL
0-585-200	10 100 700	An ar-				-
0-585-200 0-585-200	10-100-100 10-100-100	00 001		595.11	595.11	PAYROLL EMPLOYER SOC-SEC. MATCHING EXPENSE
400	_0 100-100	00 099	0.55	139.19	139.19	PAYROLL EMPLOYER MEDICARE MATCHING EXPENSE
			0.00	734.30	734.30	** ** ** ACCOUNT SUB-TOTAL

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DEBIT ACCT	CREDIT ACCT	CODES	PRIMARY	SECONDARY	COMBINED	DISTRIBUTION DESCRIPTION	
10-585-205	10-100-100	00 003		721.45	721.45	PAYROLL EMPLOYER MATCHING -	Damana
			0.00	721.45	721.45	** ** ** ACCOUNT SUB-TOTAL	RETIREMENT
10-585-210	10-100-100	00 004		3,102.64	3,102.64	PAYROLL EMPLOYED MARGULING	
			0.00	3,102.64	3,102.64	PAYROLL EMPLOYER MATCHING -  ** ** ** ACCOUNT SUB-TOTAL	MEDICAL INS
10-590-100	10-100-100					Meddeni Bob-IoIAL	
	10-100-100	00 000	544.24		544.24	PAYROLL EMPLOYEE TRANSFER -	SALARY EXPENSE
			544.24	0.00	544.24	** ** ** ACCOUNT SUB-TOTAL	
10-590-110	10-100-100	01 000	385.00		385.00	DAVDOLL BMDLOVDD GDAVAGO	
			385.00	0.00	385.00	PAYROLL EMPLOYEE TRANSFER - ** ** ** ACCOUNT SUB-TOTAL	REGULAR HOURS E
10-590-200	10-100-100	00 001					
10-590-200	10-100-100	00 099		57.61	57.61	PAYROLL EMPLOYER SOC-SEC. M	ATCHING EXPENSE
		00 055	0.00	13.47	13.47	PAYROLL EMPLOYER MEDICARE MA	ATCHING EXPENSE
			0.00	71.08	71.08	** ** ** ACCOUNT SUB-TOTAL	
10-590-205	10-100-100	00 003		31.69	31.69	PAYROLL EMPLOYER MATCHING -	PETTDEMENT
			0.00	31.69	31.69	** ** ** ACCOUNT SUB-TOTAL	RETTKEMENT
			15,342.05	16,055.67	31,397.72	** ** FUND SUB-TOTAL	
11-200-190	11-100-100	00 002 *	257.71-		252 21	DED man process	
			257.71-	0.00	257.71-	FED TAX TRANSFER TO LIABILIT	Y ACCOUNT
			<u>-</u>	0.00	257.71-	** ** ** ACCOUNT SUB-TOTAL	
11-200-200 11-200-200	11-100-100	00 001 *	524.02~		524.02-	SOC-SEC. TRANSFER TO LIABILI	TV ACCOING
11 200-200	11-100-100	00 099 *	122.56-		122.56-	MEDICARE TRANSFER TO LIABILI	TY ACCOUNT
			646.58-	0.00	646.58-	** ** ** ACCOUNT SUB-TOTAL	11000011
11-200-205	11-100-100	00 003 *	646.50-		646.50-	DAVBOLL LIBRITARY CO.	
			646.50-	0.00	646.50-	PAYROLL LIABILITY TRANSFER: ** ** ** ACCOUNT SUB-TOTAL	RETIREMENT
11-200-210	11-100-100	00 004 +				THE STATE OF THE S	
	11-100-100	00 004 *	1,168.05-		1,168.05-	PAYROLL LIABILITY TRANSFER:	MEDICAL INS
			1,168.05-	0.00	1,168.05-	** ** ** ACCOUNT SUB-TOTAL	
11-200-220	11-100-100	00 006 *	19.00-		19.00-	DAVDOLL LIABILITHE TRANSPORT	
			19.00-	0.00	19.00-	PAYROLL LIABILITY TRANSFER: 1 ** ** ** ACCOUNT SUB-TOTAL	LIBERTY PRE TAX
11-611-100	11-100-100	00 000				Joseph Joseph Lorent	
	11 100-100	00 000	1,358.92 1,358.92		1,358.92	PAYROLL EMPLOYEE TRANSFER - S	SALARY EXPENSE
			1,356.92	0.00	1,358.92	** ** ** ACCOUNT SUB-TOTAL	
11-611-110 11-611-110	11-100-100	00 000	96.15		96.15	PAYROLL EMPLOYEE TRANSFER - S	ALADV PVDDNOD
11-011-110	11-100-100	01 000	1,255.20		1,255.20	PAYROLL EMPLOYEE TRANSFER - F	EGITAR HOURS E
			1,351.35	0.00	1,351.35	** ** ** ACCOUNT SUB-TOTAL	LOOLLA MOORS E
11-611-112	11-100-100	01 000	1,120.80		1 100 00		
			1,120.80	0.00	1,120.80 1,120.80	PAYROLL EMPLOYEE TRANSFER - R	EGULAR HOURS E
1 (11 115					1,120.00	** ** ** ACCOUNT SUB-TOTAL	
11-611-115	11-100-100	00 000	13.84		13.84	PAYROLL EMPLOYEE TRANSFER - S	ALARY EXPENSE
			13.84	0.00	13.84	** ** ** ACCOUNT SUB-TOTAL	
1-611-120	11-100-100	01 000	400.00		400.00		
			400.00	0.00	400.00 400.00	PAYROLL EMPLOYEE TRANSFER - R ** ** ** ACCOUNT SUB-TOTAL	EGULAR HOURS E
1-611-200	11 100 100					ACCOUNT SUB-TOTAL	
1-611-200 1-611-200	11-100-100 11-100-100	00 001		262.01	262.01	PAYROLL EMPLOYER SOC-SEC. MAT	CHING EXPENSE
200	TT-100-100	00 099		61.28	61.28	PAYROLL EMPLOYER MEDICARE MAT	CHING EXPENSE
			0.00	323.29	323.29	** ** ** ACCOUNT SUB-TOTAL	
1-611-205	11-100-100	00 003		349.36	349.36	DAVBOTT EMPLOYED AT	
			0.00	349.36	349.36	PAYROLL EMPLOYER MATCHING - RI	ETIREMENT
					343.30	** ** ** ACCOUNT SUB-TOTAL	

# COST DISTRIBUTION REPORT - FILE ACCESS KEY - A18

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DEBIT ACCT 11-611-210	CREDIT ACCT		PRIMARY	SECONDARY	COMBINED	DISTRIBUTION DESCRIPTION	
	11 100-100	00 004		1,168.05	1,168.05	PAYROLL EMPLOYER MATCHING	MEDICAL TNS
			0.00	1,168.05	1,168.05	** ** ** ACCOUNT SUB-TOTAL	WEST CHE THO
			1,507.07	1,840.70	3,347.77	** ** FUND SUB-TOTAL	
12-200-190	12-100-100	00 002 *	191.77-		191,77-	FID GIAY MANAGES	
			191.77~	0.00	191.77-	THE THE TO BEADER!	TY ACCOUNT
12-200-200	12-100-100	00 001 *	507.00~		507.00-	SOC-SEC TRANSFER TO TARRE	
12-200-200	12-100-100	00 099 *	118.60-		118.60-	SOC-SEC. TRANSFER TO LIABIL MEDICARE TRANSFER TO LIABIL	
			625.60-	0.00	625.60-	** ** ** ACCOUNT SUB-TOTAL	ITY ACCOUNT
12-200-205	12-100-100	00 003 *	622.71-		622.71-	DAUDOLL TELES	
			622.71-	0.00	622.71~	PAYROLL LIABILITY TRANSFER: ** ** ** ACCOUNT SUB-TOTAL	RETIREMENT
12-200-210	12-100-100	00 004 *	777.24-		777.24-	DAVDOLL LIADILITAN ADDICE	
			777.24-	0.00	777.24-	PAYROLL LIABILITY TRANSFER:	MEDICAL INS
12-612-100	12-100-100	00 000	1 250 00		777.24-	** ** ** ACCOUNT SUB-TOTAL	
	100	00 000	1,358.92		1,358.92	PAYROLL EMPLOYEE TRANSFER -	SALARY EXPENSE
12-612-110			1,358.92	0.00	1,358.92	** ** ** ACCOUNT SUB-TOTAL	
12-612-110	12-100-100	00 000	96.15		96.15	PAYROLL EMPLOYEE TRANSFER ~	SALADY PYDENCE
12 012-110	12-100-100	01 000	1,255.20		1,255.20	PAYROLL EMPLOYEE TRANSFER -	REGILAR HOURS E
			1,351.35	0.00	1,351.35	** ** ** ACCOUNT SUB-TOTAL	ADOULAR HOURS E
12-612-112	12-100-100	01 000	1,050.75		1,050.75	DAVEGI I EMPLOYED TRANSPER	
			1,050.75	0.00	1,050.75	PAYROLL EMPLOYEE TRANSFER - ** ** ** ACCOUNT SUB-TOTAL	REGULAR HOURS E
12-612-115	12-100-100	00 000	27.68		27.68	DAUDOLL BURN	
			27.68	0.00	27.68	PAYROLL EMPLOYEE TRANSFER - ** ** ** ACCOUNT SUB-TOTAL	SALARY EXPENSE
12-612-120	12-100-100	01 000	300.00				
			300.00	0.00	300.00 300.00	PAYROLL EMPLOYEE TRANSFER - : ** ** ** ACCOUNT SUB-TOTAL	REGULAR HOURS E
L2-612-200	12-100-100	00 001					
12-612-200	12-100-100	00 099		253.50	253.50	PAYROLL EMPLOYER SOC-SEC. MA	TCHING EXPENSE
		00 055	0.00	59.30	59.30	PAYROLL EMPLOYER MEDICARE MA	TCHING EXPENSE
			0.00	312.80	312.80	** ** ** ACCOUNT SUB-TOTAL	
.2-612-205	12-100-100	00 003		336.51	336.51	PAYROLL EMPLOYER MATCHING - I	OPTT DEMENT
			0.00	336.51	336.51	** ** ** ACCOUNT SUB-TOTAL	CETIKEMENT.
2-612-210	12-100-100	00 004					
	,	00 001	0.00	777.24	777.24	PAYROLL EMPLOYER MATCHING - M	MEDICAL INS
			1,871.38	777.24	777.24	** ** ** ACCOUNT SUB-TOTAL	
			1,0,1.50	1,426.55	3,297.93	** ** FUND SUB-TOTAL	
3-200-190	13-100-100	00 002 *	378.10-		378.10-	FED TAX TRANSFER TO LIABILITY	
			378.10-	0.00	378.10-	** ** ** ACCOUNT SUB-TOTAL	ACCOUNT
3~200-200	13-100-100	00 001 *	510.72-		510.72-	700 000	
3-200-200	13-100-100	00 099 *	119.44-		119.44-	SOC-SEC. TRANSFER TO LIABILIT	Y ACCOUNT
			630.16-	0.00	630.16-	MEDICARE TRANSFER TO LIABILIT ** ** ** ACCOUNT SUB-TOTAL	Y ACCOUNT
3-200-205	13-100-100	00 003 *	631.27-		621 07	DAVIDOVA	
			631.27-	0.00	631.27- 631.27-	PAYROLL LIABILITY TRANSFER: R ** ** ** ACCOUNT SUB-TOTAL	ETIREMENT
3-200-210	13-100-100	00 004 *	1,194.27-				
	-		1,194.27-	0.00	1,194.27-	PAYROLL LIABILITY TRANSFER: M	EDICAL INS
			+,+>4.41-	0.00	1,194.27-	** ** ** ACCOUNT SUB-TOTAL	
3-613-100	13-100-100	00 000	1,358.92 1,358.92	0.00	1,358.92 1,358.92	PAYROLL EMPLOYEE TRANSFER - SA ** ** ** ACCOUNT SUB-TOTAL	ALARY EXPENSE
						BOB TOTAL	

1,182,42

1,783.03

2.965.45

\*\* \*\* FUND SUB-TOTAL

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DEBIT ACCT	CREDIT ACCT	CODEC				
50-200-190	50-100-100	CODES	PRIMARY	SECONDARY	COMBINED	DISTRIBUTION DESCRIPTION
20 200 150	30-100-100	00 002 *	17.12-		17.12-	FED TAX TRANSFER TO LIABILITY ACCOUNT
			17.12-	0.00	17.12-	** ** ** ACCOUNT SUB-TOTAL
50-200-200	50-100-100	00 001 *	38.88-		30.00	***
50-200-200	50-100-100	00 099 *	9.10-		38.88~ 9.10~	SOC-SEC. TRANSFER TO LIABILITY ACCOUNT
	•		47.98-	0.00	47.98-	MEDICARE TRANSFER TO LIABILITY ACCOUNT  ** ** ** ACCOUNT SUB-TOTAL
50 750					17.50-	ACCOUNT SUB-TOTAL
50-750-110	50-100-100	01 000	313.50		313.50	PAYROLL EMPLOYEE TRANSFER - REGULAR HOURS
			313.50	0.00	313.50	** ** ** ACCOUNT SUB-TOTAL
50-750-200	50-100-100	00 001				
50-750-200	50-100-100	00 099		19.44	19.44	PAYROLL EMPLOYER SOC-SEC. MATCHING EXPENSI
			0.00	4.55	4.55	PAYROLL EMPLOYER MEDICARE MATCHING EXPENSE
			248.40	23.99 23.99	23.99	** ** ** ACCOUNT SUB-TOTAL
				23.33	272.39	** ** FUND SUB-TOTAL
56-200-190	56-100-100	00 002 *	15.77-		15,77-	
			15.77-	0.00	15.77-	FED TAX TRANSFER TO LIABILITY ACCOUNT
				*****	15.77-	** ** ** ACCOUNT SUB-TOTAL
56-200-200	56-100-100	00 001 *	40.06-		40.06-	SOC-SEC. TRANSFER TO LIABILITY ACCOUNT
56-200-200	56-100-100	00 099 *	9.36-		9.36-	MEDICARE TRANSFER TO LIABILITY ACCOUNT
			49.42-	0.00	49.42-	** ** ** ACCOUNT SUB-TOTAL
66-200-205	56~100-100	00 003 *	50.26~		50.26-	DAVIDOTA - DAVIDOTA
			50.26-	0.00	50.26-	PAYROLL LIABILITY TRANSFER: RETIREMENT ** ** ** ACCOUNT SUB-TOTAL
6-200-220	56-100-100	00 006 *	4.04			
6-200-220	56-100-100	00 008 *	6.91- 7.62-		6.91-	PAYROLL LIABILITY TRANSFER: LIBERTY PRE TA
		22 223	14.53-	0.00	7.62-	PAYROLL LIABILITY TRANSFER: Liberty Nation
			21.55	0.00	14.53-	** ** ** ACCOUNT SUB-TOTAL
6-756-110	56-100-100	01 000	330.00		330.00	DAVEGLI, EMPLOYER MENAGER
			330.00	0.00	330.00	PAYROLL EMPLOYEE TRANSFER - REGULAR HOURS I ** ** ** ACCOUNT SUB-TOTAL
6-756-200	56-100-100	00 001				
6-756-200	56-100-100	00 001		20.03	20.03	PAYROLL EMPLOYER SOC-SEC. MATCHING EXPENSE
			0.00	4.68	4.68	PAYROLL EMPLOYER MEDICARE MATCHING EXPENSE
			*****	24.71	24.71	** ** ** ACCOUNT SUB-TOTAL
6-756-205	56-100-100	00 003		27.16	27.16	PAYROLL EMPLOYER MATCHING - RETIREMENT
			0.00	27.16	27.16	** ** ** ACCOUNT SUB-TOTAL
			200.02	51.87	251.89	** ** FUND SUB-TOTAL
8-200-190	78-100-100	00 002 *	45.00			
		00 002 "	47.93- 47.93-		47.93-	FED TAX TRANSFER TO LIABILITY ACCOUNT
			47.33-	0.00	47.93-	** ** ** ACCOUNT SUB-TOTAL
3-200-200	78-100-100	00 001 *	258.82-		258.82-	SOC-SEC SPANSEED SO LINE
3-200-200	78-100-100	00 099 *	60.54-		60.54-	SOC-SEC. TRANSFER TO LIABILITY ACCOUNT MEDICARE TRANSFER TO LIABILITY ACCOUNT
			319.36-	0.00	319.36-	** ** ** ACCOUNT SUB-TOTAL
3-200-205	78-100-100	00 000				JOHN TOTAL
	70 100-100	00 003 *	286.06-		286.06-	PAYROLL LIABILITY TRANSFER: RETIREMENT
			286.06~	0.00	286.06-	** ** ** ACCOUNT SUB-TOTAL
-778-100	78-100-100	00 000	842.75		040 75	
			842.75	0.00	842.75 842.75	PAYROLL EMPLOYEE TRANSFER - SALARY EXPENSE
				0.00	042./5	** ** ** ACCOUNT SUB-TOTAL
-778-110	78-100-100	01 000	1,244.50		1,244.50	PAYROLL EMPLOYEE TRANSFER - REGULAR HOURS E
			1,244.50	0.00	1,244.50	** ** ** ACCOUNT SUB-TOTAL
-778-200	78-100-100	00 001		129.41	129.41	PAYROLL EMPLOYER SOC-SEC. MATCHING EXPENSE
					t	AGAINGUL EMPLOIEK SOC-SEC. MATCHING EXPENSE
<del>-</del> 778-200	78-100-100	00 099		30.27		PAYROLL EMPLOYER MEDICARE MATCHING EXPENSE

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DEBIT ACCT 78-778-205	CREDIT ACCT 78-100-100	CODES 00 003	PRIMARY 0.00 1,433.90 23,096.35	SECONDARY 154.58 154.58 314.26 23,320.33	COMBINED 154.58 154.58 1,748.16 46,416.68	DISTRIBUTION DESCRIPTION  PAYROLL EMPLOYER MATCHING - RETIREMENT  ** ** ACCOUNT SUB-TOTAL  ** ** FUND SUB-TOTAL  ** REPORT TOTAL



February 20, 2019

Ms. Joy Sullivan
Fisher County Commissioners Court
112 North Concho Street
Roby, Texas 79543

Subject: Plains Pipeline, LP - Pipeline Crossing Permits in Fisher County Texas.

Ms. Sullivan,

On behalf of Plains Pipeline, LP, I respectfully submit this letter requesting to be placed on the Agenda for the Fisher County Commissioners meeting set for February 25<sup>th</sup>.

The purpose of this request is to seek County approval to amend the Applicant name from Plains Pipeline, LP to Sunrise Pipeline LLC on thirteen (13) Applications For Pipeline Public Road Crossing Permits that were initially approved on March 8, 2018. Except for the change of the Applicant name, all other terms and conditions stated in the Application For Pipeline Public Road Crossing Permits remain in full force and affect.

Attached are the amended Applications that are in the name of Sunrise Pipeline LLC. Also attached is an Exhibit "A" that identifies the affected County Roads.

Thank you for your assistance in this process. If you have any questions, please let me know.

Sincerely,

Jack L. Belew

Universal Field Services, Inc.

Representing Plains Pipeline, LP

(254) 228-5838

jbelew@ufsrw.com

# EXHIBIT "A" SUNRISE PIPELINE LLC FISHER COUNTY ROAD CROSSINGS

Fisher County Road Number	Sunrise Pipeline LLC Tract Number	Date Approved	Date Revised
463	CCWF-FI-002.00	March 8, 2018	
339	CCWF-FI-018.00	March 8, 2018	
314	CCWF-FI-021.00	March 8, 2018	
314	CCWF-FI-028.00	March 8, 2018	
320	CCWF-FI-038.00	March 8, 2018	
309	CCWF-FI-046.00	March 8, 2018	
311	CCWF-FI-049.00	March 8, 2018	
213	CCWF-FI-063.00	March 8, 2018	
226	CCWF-FI-069.00	March 8, 2018	
239	CCWF-FI-080.00	March 8, 2018	
241	CCWF-FI-084.00	March 8, 2018	
234	CCWF-FI-087.00	March 8, 2018	
253	CCWF-FI-097.00	March 8, 2018	

# STATE OF TEXAS §

# COUNTY OF FISHER §

# APPLICATION FOR PIPELINE PUBLIC ROAD CROSSING PERMIT

TO: THE COMMISSIONERS' COURT OF FISHER COUNTY, TEXAS

# GENTLEMEN:

ON THIS THE 25 day of Lob. . 2019, the undersigned Sunrise Pipeline LLC, hereinafter, "Company" or "Applicant," does hereby make application to Fisher County, Texas for the purposes of constructing, installing, laying, maintaining, operating, using and/or repairing a pipeline, mains or lines for the transportation and conveyance of natural gas, oil, and/or other hydrocarbons across and under a public road of Fisher County, Texas over which the Fisher County Commissioners' Court has jurisdiction and the obligation to maintain in good repair for the purpose of use and travel by the public, the location of said crossing and the name of the public county road as shown on the engineering drawing or profile, schematic, plat map and/or survey drawing supplied by the Applicant (8.5" by 14" maximum size sheets), attached hereto and made a part hereof.

In consideration of payment of a \$1,000.00 application fee, plus a \$5,000.00 penalty fee if construction and/or installation of the said pipeline in the public county road has begun prior to this Application be approved by Fisher County Commissioners' Court and the further consideration of: (1) payment of a \$25.00 fee per foot or any part thereof for any part of a crossing; and (2) \$25.00 fee per foot or any part thereof for which the pipeline shall run parallel to the county road within the county right-of-way, all such fees to be paid by Company with the Application, and in consideration of the County's granting permission to make use of the public county road lands above described for the purposes aforesaid, the undersigned Company agrees that such use shall be subject to the following terms, covenants and conditions, to-wit:

I.

The public's use of the public county road for travel shall be of primary importance. The rights granted to Applicant by subsequent acceptance and approval of this Application shall be subordinate to the rights of the public to use the road. It is expressly agreed to and understood by the Applicant that Fisher County does not hereby, and does not by any subsequent approval or granting of this Application for Permit, grant to Applicant any right, claim, title, or easement in, to under, upon, and/or across any public county road. No pipeline, main or line which is the subject of this Application shall ever be constructed, installed, laid, maintained, operated, used and/or repaired by the Applicant in such manner as to interfere with the use, operation, construction, maintenance, drainage or repair of the public road or roads, whether a county or state road, and in the event it shall develop that any pipeline, main or line which is the subject of this Application hereafter to be laid by the Applicant which in any manner interferes with the use, operation, construction, maintenance, drainage or repair of any existing public road, because of the depth at which the same has been laid, or for any other reason, the Applicant, upon request by the Commissioners' Court so to do, shall promptly change or alter, at Applicant's sole expense, such pipeline, main or line, in such manner that the same will no longer interfere with such use, operation, construction, maintenance, drainage or repair of the public county road. Applicant agrees to make all changes, alterations, and modifications to said pipeline, main or line which is the subject of this Application, as Fisher County may require in connection with any future use, operation, widening, alteration, relocation, drainage, and/or paving of any public county road, all at the cost and expense of the Applicant at no cost and expense to Fisher County.

It is understood that no pipeline, main or line shall ever be constructed, installed, laid, maintained, operated, used and/or repaired by Applicant in such a way or manner as to interfere with traffic, or so as to interfere with any drainage now or hereafter on or along such public road and that no pipeline, main or line shall ever be constructed, laid, maintained, operated, used and/or repaired by the Applicant in such a way as to constitute a danger or hazard, or to become a nuisance of any kind to anyone using any public road or living in the vicinity thereof.

III.

The Applicant agrees as to the public county road involved with this Application that it shall in no way enter upon any property hereby affected for the purpose of constructing, installing, laying, maintaining or repairing any pipeline, main or line now existing or hereafter to exist unless it shall have first submitted to the Commissioners' Court of Fisher County, plans, specifications, engineering drawing or profile, schematics, plat map, survey drawing and/or description (8.5" by 14" maximum size sheets) of construction, laying, maintenance or repair, as to fully describe the same.

IV.

Applicant shall give the County Commissioner of the Precinct in which is located the road crossing which is the subject of this Application, with reference to a public county road, and the Texas State Department of Transportation, with reference to a state highway or road, at least forty-eight (48) hours actual notice prior to the time of beginning of any work with reference to any such public road or highway. The County Commissioner of the Precinct in which is located the road crossing which is the subject of the Application, or the Commissioner's representative, must be at the job site of the crossing when the work begins, and upon completion of the crossing job must give approval that the public road right of way at the crossing has been returned to full use by the public to the satisfaction of the Commissioner.

٧.

It is understood and agreed by Applicant that all pipelines, mains or lines crossing any public county road shall be either bored, tunneled, jacked, or driven under the entire portion of the public road right of way, and also for a minimum distance of 10 feet away from each road right of way line; and that the section of pipeline, main or line placed through boring shall extend the full width of the public road right of way and also an additional 10 feet away from each road right of way line; and that all pipelines, mains or lines under such road right of way shall be placed through an iron or another approved casing of approximately two inches larger in diameter than the pipeline; or as an alternative to casing, Applicant may install a heavier walled carrier pipe beneath the road right of way; provided, however, that in all instances the installation shall meet all the requirements of the Department of Transportation as set forth in Title 49, Code of Federal Regulations, Part 192, and/or those same, similar or equivalent regulations as adopted by Texas Railroad Commission and any other regulations and rules promulgated by the Texas Railroad Commission applicable to the constructing, installing, laying, maintaining, operating, using and/or repairing a pipeline, mains or lines for the transportation and conveyance of natural gas, oil and/or other hydrocarbons; and provided further that the County Commissioner in whose precinct the crossing is being made, with the concurrence of the Commissioners' Court, may require that the carrier pipe be cased beneath the roadway when in his opinion the best interests of Fisher County would be served thereby. Said pipeline, main or line shall be placed at such depth so that there is a minimum of 6 feet from the top of the casing, or from the top of the pipe if there is no casing, to the top of the surface material of the roadway; and so that there is a minimum of 3 feet from the top of the casing, or from the top of the pipe if there is no casing, to the bottom of the ditch(es) in the road right of way; and so that there is a minimum of 3 feet from the top of the casing, or from the top of the pipe if there is no casing, to the surface of the land for the entire 10 feet distance away from each road right of way line.

The Applicant agrees that prior to the constructing, installing, and/or laying of the pipeline, Applicant will obtain a permit (or permits) for the crossing described in this Application, from the Fisher County Office of Floodplain Administration concerning the Fisher County Flood Damage Prevention Order and concerning the development activity of constructing, installing, and/or laying of the pipeline. The Applicant further agrees that it will adhere to all County, State, and federal laws, statutes, codes, orders, rules and regulations applicable to the constructing, installing, laying maintaining, operating, using and/or repairing the pipeline that is the subject of this Application. The Applicant further agrees that prior to the construction, installation, and laying the pipeline that is the subject of this Application, Applicant shall obtain the right from all necessary landowners to enter and perform work on the real property of landowners adjacent to the public road to construct, install and lay the pipeline at the crossing described in this Application.

# VII.

The Applicant agrees that Applicant and/or its contractor(s) shall provide and have in place all warning and traffic control signs and lights, barricades, flagmen when necessary, and safety signage prior to and at all times during the period of construction, installation, and/or laying of the pipeline at the crossing which is the subject of this Application, and as necessary prior to and at all times during maintenance and repair of the pipeline at the crossing.

### VIII.

The Applicant agrees that, after the completion of the construction, installation, and/or laying of the pipeline at the crossing which is the subject of this Application, the Applicant will install and maintain permanent signs on each side of the public road right of way at the crossing, showing the current pipeline owner, the current emergency contact phone number for the owner, and identifying the product transported in the pipeline.

# IX.

The Applicant agrees to save and hold harmless and indemnify Fisher County, Texas against any and all liability that Fisher County may have or appear to have to any person whomsoever by reason of any act or thing that Applicant, its agents, servants, employees and contractors may do or cause to be done in the premises concerning the crossing of the public road by the pipeline.

## X.

In consideration of the granting of the privilege hereby petitioned and applied for, Applicant agrees that whenever it shall in any manner damage any County Road or other public structure by reason of any operation hereunder, it will immediately, at its own expense, restore the same to the condition that the same was in before the damage took place. Applicant further especially agrees that whenever the Fisher County Commissioners' Court shall notify it in writing that it, its agents, servants, employees and contractors have damaged any public county road, or other public structure, Applicant will commence the restoration thereof, in accordance with the terms hereof, within forty-eight (48) hours after the receipt of such notice, and prosecute such restoration to completion, diligently and continuously, and that in the event of Applicant's failure in such event to being such restoration or repair within the time aforesaid, or in the event of its failure to therefore prosecute the same to completion, diligently and continuously, the Commissioners' Court or its representative of said County, may take over the making of such restoration or repair with County employees, or through a private contractor, and complete and effect such repair or restoration at the expense of the Applicant, and that the action of the Fisher County Commissioners' Court, or its representative, in making such restoration or repair shall be binding upon the Applicant, and such Commissioners' Court estimate or statement of the cost and expense incurred in making such repair or restoration shall be final,

conclusive and binding upon the Applicant, and Applicant shall pay the cost incurred by Fisher County in making and/or completing the restoration or repairs.

XI.

It is agreed by Applicant that in the event Applicant enters upon any property hereby affected for the purpose of constructing, installing, laying, maintaining or repairing any pipeline, main or line of Applicant, now existing or hereafter to exist, in connection with any State road or highway, that Applicant shall comply with all conditions and requirements of the Texas State Department of Transportation or its authorized representative with reference to any matter pertaining to any such purposes.

XII,

It is further agreed that the subsequent order of the Fisher County Commissioners' Court granting and approving this Application shall be and does constitute acceptance on the part of the County of the offer hereby made, and said order and this Application shall constitute a contract between the parties hereto and shall be binding upon the Applicant, it's heirs, assignees, representatives and successors according to all the terms hereof.

XIII.

This Application for Pipeline Public Road Crossing Permit shall expire 180 days after the same is approved by the motion and order entered into Commissioners' Court Records of Fisher County, Texas. After expiration of the same, a new Application for Pipeline Public Road Crossing permit and payment of fees shall be required from the Applicant if the pipeline has not been installed prior to the expiration date of this permit.

IN WITNESS WHEREOF, the Applicant has caused this instrument to be executed on this the day of with 2019, but is considered to be effective as of March 8, 2018.

Sunrise Pipeline, LLC

By: Jack L. Belew

Title: Right of Way Supervisor

Address: P. O. Box 2619

Abilene, TX 79604

Phone: 325-704-4327

## CORPORATE ACKNOWLEDGMENT

## THE STATE OF TEXAS

## COUNTY OF FISHER

BEFORE ME, the undersigned authority, on this day personally appeared <u>Jack L.Belew</u> known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the aforesaid <u>Sunrise Pipeline LLC</u>. a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

JANIE VENITA TUBBS
Notary ID # 129187770
My Commission Expires
November 1, 2020

Commission expire:

Commission expire:

# ACTION OF THE FISHER COUNTY COMMISSIONERS' COURT CONCERNING THE APPLICATION

The foregoing Application is Approved and Granted by Order of the Fisher County Commissioners; Court on this the 252 day of 1000 . 2019.

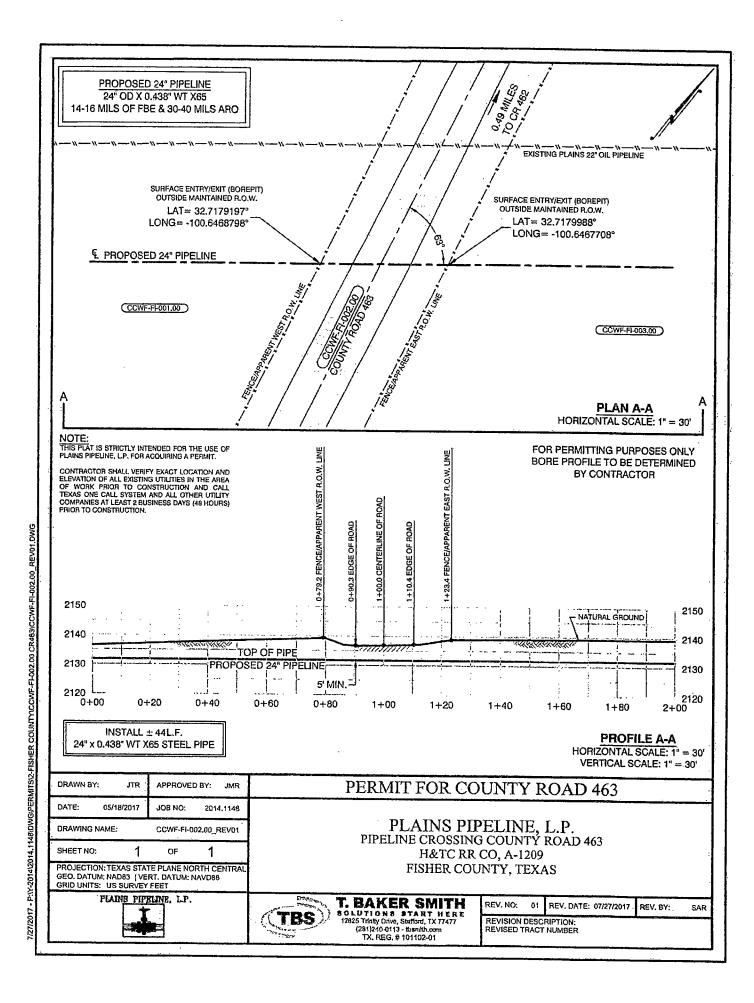
Ken Holt
Fisher County Judge

Fisher County Clerk and

Clerk of the Commissioners' Court

OF FISHER COLLY

[Seal]



STATE OF TEXAS

COUNTY OF FISHER §

# APPLICATION FOR PIPELINE PUBLIC ROAD CROSSING PERMIT

TO: THE COMMISSIONERS' COURT OF FISHER COUNTY, TEXAS

GENTLEMEN:

ON THIS THE 25 day of 10., 2019, the undersigned Sunrise Pipeline LLC, hereinafter, "Company" or "Applicant," does hereby make application to Fisher County, Texas for the purposes of constructing, installing, laying, maintaining, operating, using and/or repairing a pipeline, mains or lines for the transportation and conveyance of natural gas, oil, and/or other hydrocarbons across and under a public road of Fisher County, Texas over which the Fisher County Commissioners' Court has jurisdiction and the obligation to maintain in good repair for the purpose of use and travel by the public, the location of said crossing and the name of the public county road as shown on the engineering drawing or profile, schematic, plat map and/or survey drawing supplied by the Applicant (8.5" by 14" maximum size sheets), attached hereto and made a part hereof.

In consideration of payment of a \$1,000.00 application fee, plus a \$5,000.00 penalty fee if construction and/or installation of the said pipeline in the public county road has begun prior to this Application be approved by Fisher County Commissioners' Court and the further consideration of: (1) payment of a \$25.00 fee per foot or any part thereof for any part of a crossing; and (2) \$25.00 fee per foot or any part thereof for which the pipeline shall run parallel to the county road within the county right-of-way, all such fees to be paid by Company with the Application, and in consideration of the County's granting permission to make use of the public county road lands above described for the purposes aforesaid, the undersigned Company agrees that such use shall be subject to the following terms, covenants and conditions, to-wit:

I.

The public's use of the public county road for travel shall be of primary importance. The rights granted to Applicant by subsequent acceptance and approval of this Application shall be subordinate to the rights of the public to use the road. It is expressly agreed to and understood by the Applicant that Fisher County does not hereby, and does not by any subsequent approval or granting of this Application for Permit, grant to Applicant any right, claim, title, or easement in, to under, upon, and/or across any public county road. No pipeline, main or line which is the subject of this Application shall ever be constructed, installed, laid, maintained, operated, used and/or repaired by the Applicant in such manner as to interfere with the use, operation, construction, maintenance, drainage or repair of the public road or roads, whether a county or state road, and in the event it shall develop that any pipeline, main or line which is the subject of this Application hereafter to be laid by the Applicant which in any manner interferes with the use, operation, construction, maintenance, drainage or repair of any existing public road, because of the depth at which the same has been laid, or for any other reason, the Applicant, upon request by the Commissioners' Court so to do, shall promptly change or alter, at Applicant's sole expense, such pipeline, main or line, in such manner that the same will no longer interfere with such use, operation, construction, maintenance, drainage or repair of the public county road. Applicant agrees to make all changes, alterations, and modifications to said pipeline, main or line which is the subject of this Application, as Fisher County may require in connection with any future use, operation, widening, alteration, relocation, drainage, and/or paving of any public county road, all at the cost and expense of the Applicant at no cost and expense to Fisher County.

It is understood that no pipeline, main or line shall ever be constructed, installed, laid, maintained, operated, used and/or repaired by Applicant in such a way or manner as to interfere with traffic, or so as to interfere with any drainage now or hereafter on or along such public road and that no pipeline, main or line shall ever be constructed, laid, maintained, operated, used and/or repaired by the Applicant in such a way as to constitute a danger or hazard, or to become a nuisance of any kind to anyone using any public road or living in the vicinity thereof.

III.

The Applicant agrees as to the public county road involved with this Application that it shall in no way enter upon any property hereby affected for the purpose of constructing, installing, laying, maintaining or repairing any pipeline, main or line now existing or hereafter to exist unless it shall have first submitted to the Commissioners' Court of Fisher County, plans, specifications, engineering drawing or profile, schematics, plat map, survey drawing and/or description (8.5" by 14" maximum size sheets) of construction, laying, maintenance or repair, as to fully describe the same.

IV.

Applicant shall give the County Commissioner of the Precinct in which is located the road crossing which is the subject of this Application, with reference to a public county road, and the Texas State Department of Transportation, with reference to a state highway or road, at least forty-eight (48) hours actual notice prior to the time of beginning of any work with reference to any such public road or highway. The County Commissioner of the Precinct in which is located the road crossing which is the subject of the Application, or the Commissioner's representative, must be at the job site of the crossing when the work begins, and upon completion of the crossing job must give approval that the public road right of way at the crossing has been returned to full use by the public to the satisfaction of the Commissioner.

V.

It is understood and agreed by Applicant that all pipelines, mains or lines crossing any public county road shall be either bored, tunneled, jacked, or driven under the entire portion of the public road right of way, and also for a minimum distance of 10 feet away from each road right of way line; and that the section of pipeline, main or line placed through boring shall extend the full width of the public road right of way and also an additional 10 feet away from each road right of way line; and that all pipelines, mains or lines under such road right of way shall be placed through an iron or another approved casing of approximately two inches larger in diameter than the pipeline; or as an alternative to casing, Applicant may install a heavier walled carrier pipe beneath the road right of way; provided, however, that in all instances the installation shall meet all the requirements of the Department of Transportation as set forth in Title 49, Code of Federal Regulations, Part 192, and/or those same, similar or equivalent regulations as adopted by Texas Railroad Commission and any other regulations and rules promulgated by the Texas Railroad Commission applicable to the constructing, installing, laying, maintaining, operating, using and/or repairing a pipeline, mains or lines for the transportation and conveyance of natural gas, oil and/or other hydrocarbons; and provided further that the County Commissioner in whose precinct the crossing is being made, with the concurrence of the Commissioners' Court, may require that the carrier pipe be cased beneath the roadway when in his opinion the best interests of Fisher County would be served thereby. Said pipeline, main or line shall be placed at such depth so that there is a minimum of 6 feet from the top of the casing, or from the top of the pipe if there is no casing, to the top of the surface material of the roadway; and so that there is a minimum of 3 feet from the top of the casing, or from the top of the pipe if there is no casing, to the bottom of the ditch(es) in the road right of way; and so that there is a minimum of 3 feet from the top of the casing, or from the top of the pipe if there is no casing, to the surface of the land for the entire 10 feet distance away from each road right of way line.

The Applicant agrees that prior to the constructing, installing, and/or laying of the pipeline, Applicant will obtain a permit (or permits) for the crossing described in this Application, from the Fisher County Office of Floodplain Administration concerning the Fisher County Flood Damage Prevention Order and concerning the development activity of constructing, installing, and/or laying of the pipeline. The Applicant further agrees that it will adhere to all County, State, and federal laws, statutes, codes, orders, rules and regulations applicable to the constructing, installing, laying maintaining, operating, using and/or repairing the pipeline that is the subject of this Application. The Applicant further agrees that prior to the construction, installation, and laying the pipeline that is the subject of this Application, Applicant shall obtain the right from all necessary landowners to enter and perform work on the real property of landowners adjacent to the public road to construct, install and lay the pipeline at the crossing described in this Application.

## VII.

The Applicant agrees that Applicant and/or its contractor(s) shall provide and have in place all warning and traffic control signs and lights, barricades, flagmen when necessary, and safety signage prior to and at all times during the period of construction, installation, and/or laying of the pipeline at the crossing which is the subject of this Application, and as necessary prior to and at all times during maintenance and repair of the pipeline at the crossing.

### VIII.

The Applicant agrees that, after the completion of the construction, installation, and/or laying of the pipeline at the crossing which is the subject of this Application, the Applicant will install and maintain permanent signs on each side of the public road right of way at the crossing, showing the current pipeline owner, the current emergency contact phone number for the owner, and identifying the product transported in the pipeline.

### IX.

The Applicant agrees to save and hold harmless and indemnify Fisher County, Texas against any and all liability that Fisher County may have or appear to have to any person whomsoever by reason of any act or thing that Applicant, its agents, servants, employees and contractors may do or cause to be done in the premises concerning the crossing of the public road by the pipeline.

# X.

In consideration of the granting of the privilege hereby petitioned and applied for, Applicant agrees that whenever it shall in any manner damage any County Road or other public structure by reason of any operation hereunder, it will immediately, at its own expense, restore the same to the condition that the same was in before the damage took place. Applicant further especially agrees that whenever the Fisher County Commissioners' Court shall notify it in writing that it, its agents, servants, employees and contractors have damaged any public county road, or other public structure, Applicant will commence the restoration thereof, in accordance with the terms hereof, within forty-eight (48) hours after the receipt of such notice, and prosecute such restoration to completion, diligently and continuously, and that in the event of Applicant's failure in such event to being such restoration or repair within the time aforesaid, or in the event of its failure to therefore prosecute the same to completion, diligently and continuously, the Commissioners' Court or its representative of said County, may take over the making of such restoration or repair with County employees, or through a private contractor, and complete and effect such repair or restoration at the expense of the Applicant, and that the action of the Fisher County Commissioners' Court, or its representative, in making such restoration or repair shall be binding upon the Applicant, and such Commissioners' Court estimate or statement of the cost and expense incurred in making such repair or restoration shall be final,

conclusive and binding upon the Applicant, and Applicant shall pay the cost incurred by Fisher County in making and/or completing the restoration or repairs.

XI.

It is agreed by Applicant that in the event Applicant enters upon any property hereby affected for the purpose of constructing, installing, laying, maintaining or repairing any pipeline, main or line of Applicant, now existing or hereafter to exist, in connection with any State road or highway, that Applicant shall comply with all conditions and requirements of the Texas State Department of Transportation or its authorized representative with reference to any matter pertaining to any such purposes.

XII.

It is further agreed that the subsequent order of the Fisher County Commissioners' Court granting and approving this Application shall be and does constitute acceptance on the part of the County of the offer hereby made, and said order and this Application shall constitute a contract between the parties hereto and shall be binding upon the Applicant, it's heirs, assignees, representatives and successors according to all the terms hereof.

XIII.

This Application for Pipeline Public Road Crossing Permit shall expire 180 days after the same is approved by the motion and order entered into Commissioners' Court Records of Fisher County, Texas. After expiration of the same, a new Application for Pipeline Public Road Crossing permit and payment of fees shall be required from the Applicant if the pipeline has not been installed prior to the expiration date of this permit.

IN WITNESS WHEREOF, the Applicant has caused this instrument to be executed on this the 25 day of FUNTURY 2019, but is considered to be effective as of March 8, 2018.

By: Jack L. Belew

Title: Right of Way Supervisor

Address: P. O. Box 2619

Abilene, TX 79604

Phone: 325-704-4327

# CORPORATE ACKNOWLEDGMENT

# THE STATE OF TEXAS

# COUNTY OF FISHER

BEFORE ME, the undersigned authority, on this day personally appeared <u>Jack L.Belew</u> known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the aforesaid <u>Sunrise Pipeline LLC</u>. a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

JANIE VENITA TUBBS
Notary ID # 129187770
My Lommission Expires
November 1, 2020

My Commission expire:

Commission expire:

# ACTION OF THE FISHER COUNTY COMMISSIONERS' COURT CONCERNING THE APPLICATION

Ken Holt

Fisher County Judge

Eisher County Clerk and

Clerk of the Commissioners' Court

OF ETS COUNTY TETS

[Seal]

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127/2017

STATE OF TEXAS

# COUNTY OF FISHER §

# APPLICATION FOR PIPELINE PUBLIC ROAD CROSSING PERMIT

TO: THE COMMISSIONERS' COURT OF FISHER COUNTY, TEXAS

#### GENTLEMEN:

ON THIS THE 25 day of 00. 2019, the undersigned Sunrise Pipeline LLC, hereinafter, "Company" or "Applicant," does hereby make application to Fisher County, Texas for the purposes of constructing, installing, laying, maintaining, operating, using and/or repairing a pipeline, mains or lines for the transportation and conveyance of natural gas, oil, and/or other hydrocarbons across and under a public road of Fisher County, Texas over which the Fisher County Commissioners' Court has jurisdiction and the obligation to maintain in good repair for the purpose of use and travel by the public, the location of said crossing and the name of the public county road as shown on the engineering drawing or profile, schematic, plat map and/or survey drawing supplied by the Applicant (8.5" by 14" maximum size sheets), attached hereto and made a part hereof.

In consideration of payment of a \$1,000.00 application fee, plus a \$5,000.00 penalty fee if construction and/or installation of the said pipeline in the public county road has begun prior to this Application be approved by Fisher County Commissioners' Court and the further consideration of: (1) payment of a \$25.00 fee per foot or any part thereof for any part of a crossing; and (2) \$25.00 fee per foot or any part thereof for which the pipeline shall run parallel to the county road within the county right-of-way, all such fees to be paid by Company with the Application, and in consideration of the County's granting permission to make use of the public county road lands above described for the purposes aforesaid, the undersigned Company agrees that such use shall be subject to the following terms, covenants and conditions, to-wit:

I.

The public's use of the public county road for travel shall be of primary importance. The rights granted to Applicant by subsequent acceptance and approval of this Application shall be subordinate to the rights of the public to use the road. It is expressly agreed to and understood by the Applicant that Fisher County does not hereby, and does not by any subsequent approval or granting of this Application for Permit, grant to Applicant any right, claim, title, or easement in, to under, upon, and/or across any public county road. No pipeline, main or line which is the subject of this Application shall ever be constructed, installed, laid, maintained, operated, used and/or repaired by the Applicant in such manner as to interfere with the use, operation, construction, maintenance, drainage or repair of the public road or roads, whether a county or state road, and in the event it shall develop that any pipeline, main or line which is the subject of this Application hereafter to be laid by the Applicant which in any manner interferes with the use, operation, construction, maintenance, drainage or repair of any existing public road, because of the depth at which the same has been laid, or for any other reason, the Applicant, upon request by the Commissioners' Court so to do, shall promptly change or alter, at Applicant's sole expense, such pipeline, main or line, in such manner that the same will no longer interfere with such use, operation, construction, maintenance, drainage or repair of the public county road. Applicant agrees to make all changes, alterations, and modifications to said pipeline, main or line which is the subject of this Application, as Fisher County may require in connection with any future use, operation, widening, alteration, relocation, drainage, and/or paving of any public county road, all at the cost and expense of the Applicant at no cost and expense to Fisher County.

It is understood that no pipeline, main or line shall ever be constructed, installed, laid, maintained, operated, used and/or repaired by Applicant in such a way or manner as to interfere with traffic, or so as to interfere with any drainage now or hereafter on or along such public road and that no pipeline, main or line shall ever be constructed, laid, maintained, operated, used and/or repaired by the Applicant in such a way as to constitute a danger or hazard, or to become a nuisance of any kind to anyone using any public road or living in the vicinity thereof.

Ш.

The Applicant agrees as to the public county road involved with this Application that it shall in no way enter upon any property hereby affected for the purpose of constructing, installing, laying, maintaining or repairing any pipeline, main or line now existing or hereafter to exist unless it shall have first submitted to the Commissioners' Court of Fisher County, plans, specifications, engineering drawing or profile, schematics, plat map, survey drawing and/or description (8.5" by 14" maximum size sheets) of construction, laying, maintenance or repair, as to fully describe the same.

IV.

Applicant shall give the County Commissioner of the Precinct in which is located the road crossing which is the subject of this Application, with reference to a public county road, and the Texas State Department of Transportation, with reference to a state highway or road, at least forty-eight (48) hours actual notice prior to the time of beginning of any work with reference to any such public road or highway. The County Commissioner of the Precinct in which is located the road crossing which is the subject of the Application, or the Commissioner's representative, must be at the job site of the crossing when the work begins, and upon completion of the crossing job must give approval that the public road right of way at the crossing has been returned to full use by the public to the satisfaction of the Commissioner.

٧.

It is understood and agreed by Applicant that all pipelines, mains or lines crossing any public county road shall be either bored, tunneled, jacked, or driven under the entire portion of the public road right of way, and also for a minimum distance of 10 feet away from each road right of way line; and that the section of pipeline, main or line placed through boring shall extend the full width of the public road right of way and also an additional 10 feet away from each road right of way line; and that all pipelines, mains or lines under such road right of way shall be placed through an iron or another approved casing of approximately two inches larger in diameter than the pipeline; or as an alternative to casing, Applicant may install a heavier walled carrier pipe beneath the road right of way; provided, however, that in all instances the installation shall meet all the requirements of the Department of Transportation as set forth in Title 49, Code of Federal Regulations, Part 192, and/or those same, similar or equivalent regulations as adopted by Texas Railroad Commission and any other regulations and rules promulgated by the Texas Railroad Commission applicable to the constructing, installing, laying, maintaining, operating, using and/or repairing a pipeline, mains or lines for the transportation and conveyance of natural gas, oil and/or other hydrocarbons; and provided further that the County Commissioner in whose precinct the crossing is being made, with the concurrence of the Commissioners' Court, may require that the carrier pipe be cased beneath the roadway when in his opinion the best interests of Fisher County would be served thereby. Said pipeline, main or line shall be placed at such depth so that there is a minimum of 6 feet from the top of the casing, or from the top of the pipe if there is no casing, to the top of the surface material of the roadway; and so that there is a minimum of 3 feet from the top of the casing, or from the top of the pipe if there is no casing, to the bottom of the ditch(es) in the road right of way; and so that there is a minimum of 3 feet from the top of the casing, or from the top of the pipe if there is no casing, to the surface of the land for the entire 10 feet distance away from each road right of way line.

The Applicant agrees that prior to the constructing, installing, and/or laying of the pipeline, Applicant will obtain a permit (or permits) for the crossing described in this Application, from the Fisher County Office of Floodplain Administration concerning the Fisher County Flood Damage Prevention Order and concerning the development activity of constructing, installing, and/or laying of the pipeline. The Applicant further agrees that it will adhere to all County, State, and federal laws, statutes, codes, orders, rules and regulations applicable to the constructing, installing, laying maintaining, operating, using and/or repairing the pipeline that is the subject of this Application. The Applicant further agrees that prior to the construction, installation, and laying the pipeline that is the subject of this Application, Applicant shall obtain the right from all necessary landowners to enter and perform work on the real property of landowners adjacent to the public road to construct, install and lay the pipeline at the crossing described in this Application.

#### VII.

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### VIII.

The Applicant agrees that, after the completion of the construction, installation, and/or laying of the pipeline at the crossing which is the subject of this Application, the Applicant will install and maintain permanent signs on each side of the public road right of way at the crossing, showing the current pipeline owner, the current emergency contact phone number for the owner, and identifying the product transported in the pipeline.

#### IX.

The Applicant agrees to save and hold harmless and indemnify Fisher County, Texas against any and all liability that Fisher County may have or appear to have to any person whomsoever by reason of any act or thing that Applicant, its agents, servants, employees and contractors may do or cause to be done in the premises concerning the crossing of the public road by the pipeline.

#### X.

In consideration of the granting of the privilege hereby petitioned and applied for, Applicant agrees that whenever it shall in any manner damage any County Road or other public structure by reason of any operation hereunder, it will immediately, at its own expense, restore the same to the condition that the same was in before the damage took place. Applicant further especially agrees that whenever the Fisher County Commissioners' Court shall notify it in writing that it, its agents, servants, employees and contractors have damaged any public county road, or other public structure, Applicant will commence the restoration thereof, in accordance with the terms hereof, within forty-eight (48) hours after the receipt of such notice, and prosecute such restoration to completion, diligently and continuously, and that in the event of Applicant's failure in such event to being such restoration or repair within the time aforesaid, or in the event of its failure to therefore prosecute the same to completion, diligently and continuously, the Commissioners' Court or its representative of said County, may take over the making of such restoration or repair with County employees, or through a private contractor, and complete and effect such repair or restoration at the expense of the Applicant, and that the action of the Fisher County Commissioners' Court, or its representative, in making such restoration or repair shall be binding upon the Applicant, and such Commissioners' Court estimate or statement of the cost and expense incurred in making such repair or restoration shall be final,

conclusive and binding upon the Applicant, and Applicant shall pay the cost incurred by Fisher County in making and/or completing the restoration or repairs.

XI.

It is agreed by Applicant that in the event Applicant enters upon any property hereby affected for the purpose of constructing, installing, laying, maintaining or repairing any pipeline, main or line of Applicant, now existing or hereafter to exist, in connection with any State road or highway, that Applicant shall comply with all conditions and requirements of the Texas State Department of Transportation or its authorized representative with reference to any matter pertaining to any such purposes.

XII.

It is further agreed that the subsequent order of the Fisher County Commissioners' Court granting and approving this Application shall be and does constitute acceptance on the part of the County of the offer hereby made, and said order and this Application shall constitute a contract between the parties hereto and shall be binding upon the Applicant, it's heirs, assignees, representatives and successors according to all the terms hereof.

XIII.

This Application for Pipeline Public Road Crossing Permit shall expire 180 days after the same is approved by the motion and order entered into Commissioners' Court Records of Fisher County, Texas. After expiration of the same, a new Application for Pipeline Public Road Crossing permit and payment of fees shall be required from the Applicant if the pipeline has not been installed prior to the expiration date of this permit.

IN WITNESS WHEREOF, the Applicant has caused this instrument to be executed on this the 25th day of 100000, 2019, but is considered to be effective as of March 8, 2018.

Sunrise Pipeline, LLC

By: Jack L. Belew

Title: Right of Way Supervisor

Address: P.O. Box 2619

Abilene, TX 79604

Phone: 325-704-4327

# CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF FISHER

BEFORE ME, the undersigned authority, on this day personally appeared <u>Jack L.Belew</u> known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the aforesaid <u>Sunrise Pipeline LLC</u>. a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20 day of tellurary , 201

JANIE VENITA TUBBS
Notary ID # 129187770
My Commission Expires
November 1, 2020

Notary Public in and for \_\_\_\_\_\_\_
County, Texas

Commission expire: \_\_\_\_\_\_\_

ACTION OF THE FISHER COUNTY COMMISSIONERS' COURT CONCERNING THE APPLICATION

The foregoing Application is Approved and Granted by Order of the Fisher County Commissioners; Court on this

the 25 Fday of Floruary . 2019.

Ken Holt

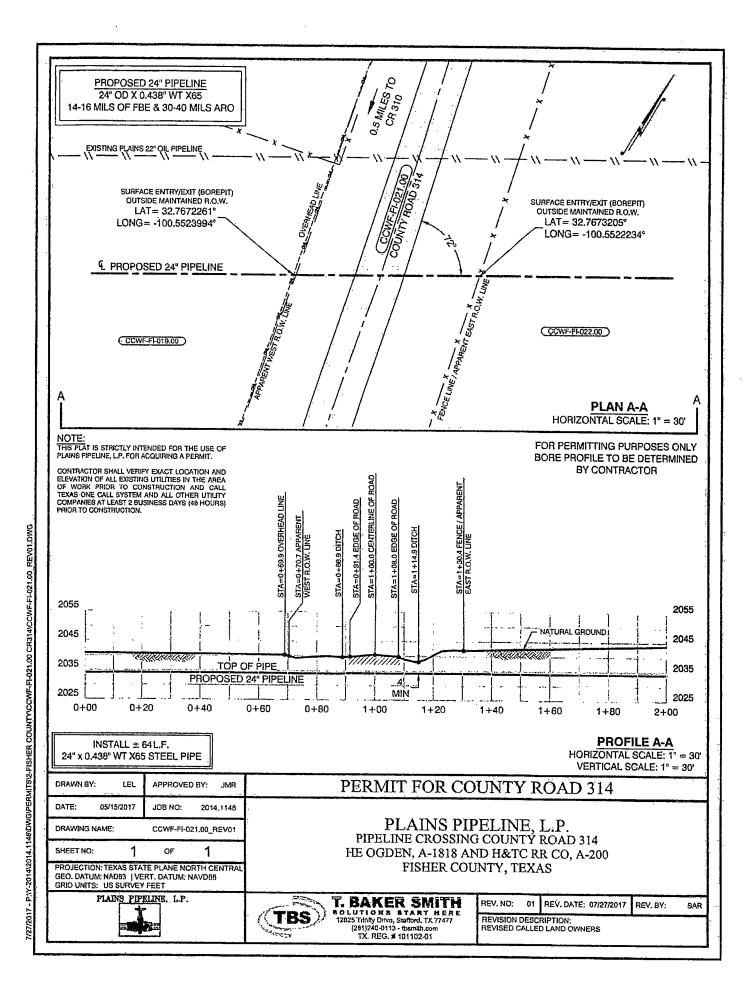
Fisher County Judge

ATTEST:

Fisher County Clerk and

Clerk of the Commissioners' Court

[Seal]



STATE OF TEXAS

8

COUNTY OF FISHER §

# APPLICATION FOR PIPELINE PUBLIC ROAD CROSSING PERMIT

TO: THE COMMISSIONERS' COURT OF FISHER COUNTY, TEXAS

GENTLEMEN:

ON THIS THE 25 day of 10. 2019, the undersigned Sunrise Pipeline LLC, hereinafter, "Company" or "Applicant," does hereby make application to Fisher County, Texas for the purposes of constructing, installing, laying, maintaining, operating, using and/or repairing a pipeline, mains or lines for the transportation and conveyance of natural gas, oil, and/or other hydrocarbons across and under a public road of Fisher County, Texas over which the Fisher County Commissioners' Court has jurisdiction and the obligation to maintain in good repair for the purpose of use and travel by the public, the location of said crossing and the name of the public county road as shown on the engineering drawing or profile, schematic, plat map and/or survey drawing supplied by the Applicant (8.5" by 14" maximum size sheets), attached hereto and made a part hereof.

In consideration of payment of a \$1,000.00 application fee, plus a \$5,000.00 penalty fee if construction and/or installation of the said pipeline in the public county road has begun prior to this Application be approved by Fisher County Commissioners' Court and the further consideration of: (1) payment of a \$25.00 fee per foot or any part thereof for any part of a crossing; and (2) \$25.00 fee per foot or any part thereof for which the pipeline shall run parallel to the county road within the county right-of-way, all such fees to be paid by Company with the Application, and in consideration of the County's granting permission to make use of the public county road lands above described for the purposes aforesaid, the undersigned Company agrees that such use shall be subject to the following terms, covenants and conditions, to-wit:

I.

The public's use of the public county road for travel shall be of primary importance. The rights granted to Applicant by subsequent acceptance and approval of this Application shall be subordinate to the rights of the public to use the road. It is expressly agreed to and understood by the Applicant that Fisher County does not hereby, and does not by any subsequent approval or granting of this Application for Permit, grant to Applicant any right, claim, title, or easement in, to under, upon, and/or across any public county road. No pipeline, main or line which is the subject of this Application shall ever be constructed, installed, laid, maintained, operated, used and/or repaired by the Applicant in such manner as to interfere with the use, operation, construction, maintenance, drainage or repair of the public road or roads, whether a county or state road, and in the event it shall develop that any pipeline, main or line which is the subject of this Application hereafter to be laid by the Applicant which in any manner interferes with the use, operation, construction, maintenance, drainage or repair of any existing public road, because of the depth at which the same has been laid, or for any other reason, the Applicant, upon request by the Commissioners' Court so to do, shall promptly change or alter, at Applicant's sole expense, such pipeline, main or line, in such manner that the same will no longer interfere with such use, operation, construction, maintenance, drainage or repair of the public county road. Applicant agrees to make all changes, alterations, and modifications to said pipeline, main or line which is the subject of this Application, as Fisher County may require in connection with any future use, operation, widening, alteration, relocation, drainage, and/or paving of any public county road, all at the cost and expense of the Applicant at no cost and expense to Fisher County.

It is understood that no pipeline, main or line shall ever be constructed, installed, laid, maintained, operated, used and/or repaired by Applicant in such a way or manner as to interfere with traffic, or so as to interfere with any drainage now or hereafter on or along such public road and that no pipeline, main or line shall ever be constructed, laid, maintained, operated, used and/or repaired by the Applicant in such a way as to constitute a danger or hazard, or to become a nuisance of any kind to anyone using any public road or living in the vicinity thereof.

 $\Pi$ 

The Applicant agrees as to the public county road involved with this Application that it shall in no way enter upon any property hereby affected for the purpose of constructing, installing, laying, maintaining or repairing any pipeline, main or line now existing or hereafter to exist unless it shall have first submitted to the Commissioners' Court of Fisher County, plans, specifications, engineering drawing or profile, schematics, plat map, survey drawing and/or description (8.5" by 14" maximum size sheets) of construction, laying, maintenance or repair, as to fully describe the same.

IV.

Applicant shall give the County Commissioner of the Precinct in which is located the road crossing which is the subject of this Application, with reference to a public county road, and the Texas State Department of Transportation, with reference to a state highway or road, at least forty-eight (48) hours actual notice prior to the time of beginning of any work with reference to any such public road or highway. The County Commissioner of the Precinct in which is located the road crossing which is the subject of the Application, or the Commissioner's representative, must be at the job site of the crossing when the work begins, and upon completion of the crossing job must give approval that the public road right of way at the crossing has been returned to full use by the public to the satisfaction of the Commissioner.

V.

It is understood and agreed by Applicant that all pipelines, mains or lines crossing any public county road shall be either bored, tunneled, jacked, or driven under the entire portion of the public road right of way, and also for a minimum distance of 10 feet away from each road right of way line; and that the section of pipeline, main or line placed through boring shall extend the full width of the public road right of way and also an additional 10 feet away from each road right of way line; and that all pipelines, mains or lines under such road right of way shall be placed through an iron or another approved casing of approximately two inches larger in diameter than the pipeline; or as an alternative to casing, Applicant may install a heavier walled carrier pipe beneath the road right of way; provided, however, that in all instances the installation shall meet all the requirements of the Department of Transportation as set forth in Title 49, Code of Federal Regulations, Part 192, and/or those same, similar or equivalent regulations as adopted by Texas Railroad Commission and any other regulations and rules promulgated by the Texas Railroad Commission applicable to the constructing, installing, laying, maintaining, operating, using and/or repairing a pipeline, mains or lines for the transportation and conveyance of natural gas, oil and/or other hydrocarbons; and provided further that the County Commissioner in whose precinct the crossing is being made, with the concurrence of the Commissioners' Court, may require that the carrier pipe be cased beneath the roadway when in his opinion the best interests of Fisher County would be served thereby. Said pipeline, main or line shall be placed at such depth so that there is a minimum of 6 feet from the top of the casing, or from the top of the pipe if there is no casing, to the top of the surface material of the roadway; and so that there is a minimum of 3 feet from the top of the casing, or from the top of the pipe if there is no casing, to the bottom of the ditch(es) in the road right of way; and so that there is a minimum of 3 feet from the top of the casing, or from the top of the pipe if there is no casing, to the surface of the land for the entire 10 feet distance away from each road right of way line.

The Applicant agrees that prior to the constructing, installing, and/or laying of the pipeline, Applicant will obtain a permit (or permits) for the crossing described in this Application, from the Fisher County Office of Floodplain Administration concerning the Fisher County Flood Damage Prevention Order and concerning the development activity of constructing, installing, and/or laying of the pipeline. The Applicant further agrees that it will adhere to all County, State, and federal laws, statutes, codes, orders, rules and regulations applicable to the constructing, installing, laying maintaining, operating, using and/or repairing the pipeline that is the subject of this Application. The Applicant further agrees that prior to the construction, installation, and laying the pipeline that is the subject of this Application, Applicant shall obtain the right from all necessary landowners to enter and perform work on the real property of landowners adjacent to the public road to construct, install and lay the pipeline at the crossing described in this Application.

#### VII.

The Applicant agrees that Applicant and/or its contractor(s) shall provide and have in place all warning and traffic control signs and lights, barricades, flagmen when necessary, and safety signage prior to and at all times during the period of construction, installation, and/or laying of the pipeline at the crossing which is the subject of this Application, and as necessary prior to and at all times during maintenance and repair of the pipeline at the crossing.

#### VIII.

The Applicant agrees that, after the completion of the construction, installation, and/or laying of the pipeline at the crossing which is the subject of this Application, the Applicant will install and maintain permanent signs on each side of the public road right of way at the crossing, showing the current pipeline owner, the current emergency contact phone number for the owner, and identifying the product transported in the pipeline.

## IX.

The Applicant agrees to save and hold harmless and indemnify Fisher County, Texas against any and all liability that Fisher County may have or appear to have to any person whomsoever by reason of any act or thing that Applicant, its agents, servants, employees and contractors may do or cause to be done in the premises concerning the crossing of the public road by the pipeline.

# X.

In consideration of the granting of the privilege hereby petitioned and applied for, Applicant agrees that whenever it shall in any manner damage any County Road or other public structure by reason of any operation hereunder, it will immediately, at its own expense, restore the same to the condition that the same was in before the damage took place. Applicant further especially agrees that whenever the Fisher County Commissioners' Court shall notify it in writing that it, its agents, servants, employees and contractors have damaged any public county road, or other public structure, Applicant will commence the restoration thereof, in accordance with the terms hereof, within forty-eight (48) hours after the receipt of such notice, and prosecute such restoration to completion, diligently and continuously, and that in the event of Applicant's failure in such event to being such restoration or repair within the time aforesaid, or in the event of its failure to therefore prosecute the same to completion, diligently and continuously, the Commissioners' Court or its representative of said County, may take over the making of such restoration or repair with County employees, or through a private contractor, and complete and effect such repair or restoration at the expense of the Applicant, and that the action of the Fisher County Commissioners' Court, or its representative, in making such restoration or repair shall be binding upon the Applicant, and such Commissioners' Court estimate or statement of the cost and expense incurred in making such repair or restoration shall be final,

conclusive and binding upon the Applicant, and Applicant shall pay the cost incurred by Fisher County in making and/or completing the restoration or repairs.

XI.

It is agreed by Applicant that in the event Applicant enters upon any property hereby affected for the purpose of constructing, installing, laying, maintaining or repairing any pipeline, main or line of Applicant, now existing or hereafter to exist, in connection with any State road or highway, that Applicant shall comply with all conditions and requirements of the Texas State Department of Transportation or its authorized representative with reference to any matter pertaining to any such purposes.

XII.

It is further agreed that the subsequent order of the Fisher County Commissioners' Court granting and approving this Application shall be and does constitute acceptance on the part of the County of the offer hereby made, and said order and this Application shall constitute a contract between the parties hereto and shall be binding upon the Applicant, it's heirs, assignees, representatives and successors according to all the terms hereof.

XIII.

This Application for Pipeline Public Road Crossing Permit shall expire 180 days after the same is approved by the motion and order entered into Commissioners' Court Records of Fisher County, Texas. After expiration of the same, a new Application for Pipeline Public Road Crossing permit and payment of fees shall be required from the Applicant if the pipeline has not been installed prior to the expiration date of this permit.

IN WITNESS WHEREOF, the Applicant has caused this instrument to be executed on this the day of 10., 2019, but is considered to be effective as of March 8, 2018.

By: Jack L. Belew

Title: Right of Way Supervisor

Address: P. O. Box 2619

Abilene, TX 79604

Phone: 325-704-4327

# CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS

**COUNTY OF FISHER** 

BEFORE ME, the undersigned authority, on this day personally appeared <u>Jack L.Belew</u> known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the aforesaid <u>Sunrise Pipeline LLC</u>. a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

JANIE VENITA TUBBS
Notary ID # 129187770
My Commission Expires
November 1, 2020

Commission expire:

Commission expire:

# ACTION OF THE FISHER COUNTY COMMISSIONERS' COURT CONCERNING THE APPLICATION

The foregoing Application is Approved and Granted by Order of the Fisher County Commissioners; Court on this the Local day of Local 2019.

Ken Holt

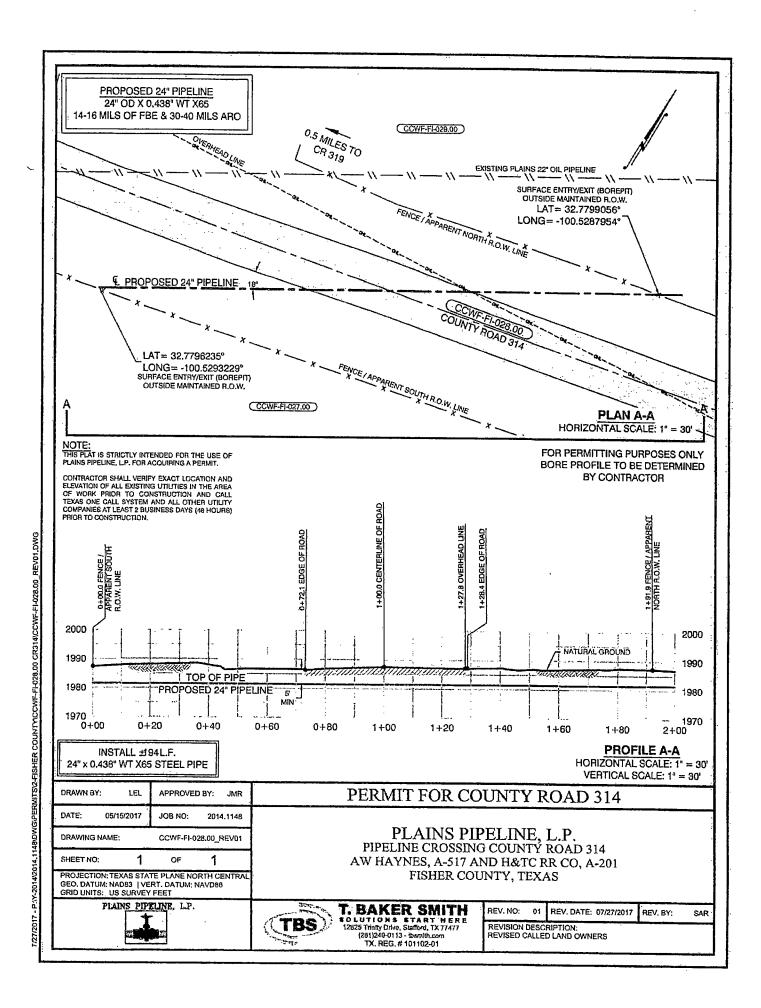
ATTEST:

Fisher County Judge

Fisher County Clerk and

Clerk of the Commissioners' Court

[Seal]



# STATE OF TEXAS

COUNTY OF FISHER §

# APPLICATION FOR PIPELINE PUBLIC ROAD CROSSING PERMIT

TO: THE COMMISSIONERS' COURT OF FISHER COUNTY, TEXAS

#### GENTLEMEN:

ON THIS THE 25th day of color, 2019, the undersigned Sunrise Pipeline LLC, hereinafter, "Company" or "Applicant," does hereby make application to Fisher County, Texas for the purposes of constructing, installing, laying, maintaining, operating, using and/or repairing a pipeline, mains or lines for the transportation and conveyance of natural gas, oil, and/or other hydrocarbons across and under a public road of Fisher County, Texas over which the Fisher County Commissioners' Court has jurisdiction and the obligation to maintain in good repair for the purpose of use and travel by the public, the location of said crossing and the name of the public county road as shown on the engineering drawing or profile, schematic, plat map and/or survey drawing supplied by the Applicant (8.5" by 14" maximum size sheets), attached hereto and made a part hereof.

In consideration of payment of a \$1,000.00 application fee, plus a \$5,000.00 penalty fee if construction and/or installation of the said pipeline in the public county road has begun prior to this Application be approved by Fisher County Commissioners' Court and the further consideration of: (1) payment of a \$25.00 fee per foot or any part thereof for any part of a crossing; and (2) \$25.00 fee per foot or any part thereof for which the pipeline shall run parallel to the county road within the county right-of-way, all such fees to be paid by Company with the Application, and in consideration of the County's granting permission to make use of the public county road lands above described for the purposes aforesaid, the undersigned Company agrees that such use shall be subject to the following terms, covenants and conditions, to-wit:

I.

The public's use of the public county road for travel shall be of primary importance. The rights granted to Applicant by subsequent acceptance and approval of this Application shall be subordinate to the rights of the public to use the road. It is expressly agreed to and understood by the Applicant that Fisher County does not hereby, and does not by any subsequent approval or granting of this Application for Permit, grant to Applicant any right, claim, title, or easement in, to under, upon, and/or across any public county road. No pipeline, main or line which is the subject of this Application shall ever be constructed, installed, laid, maintained, operated, used and/or repaired by the Applicant in such manner as to interfere with the use, operation, construction, maintenance, drainage or repair of the public road or roads, whether a county or state road, and in the event it shall develop that any pipeline, main or line which is the subject of this Application hereafter to be laid by the Applicant which in any manner interferes with the use, operation, construction, maintenance, drainage or repair of any existing public road, because of the depth at which the same has been laid, or for any other reason, the Applicant, upon request by the Commissioners' Court so to do, shall promptly change or alter, at Applicant's sole expense, such pipeline, main or line, in such manner that the same will no longer interfere with such use, operation, construction, maintenance, drainage or repair of the public county road. Applicant agrees to make all changes, alterations, and modifications to said pipeline, main or line which is the subject of this Application, as Fisher County may require in connection with any future use, operation, widening, alteration, relocation, drainage, and/or paving of any public county road, all at the cost and expense of the Applicant at no cost and expense to Fisher County.

It is understood that no pipeline, main or line shall ever be constructed, installed, laid, maintained, operated, used and/or repaired by Applicant in such a way or manner as to interfere with traffic, or so as to interfere with any drainage now or hereafter on or along such public road and that no pipeline, main or line shall ever be constructed, laid, maintained, operated, used and/or repaired by the Applicant in such a way as to constitute a danger or hazard, or to become a nuisance of any kind to anyone using any public road or living in the vicinity thereof.

П.

The Applicant agrees as to the public county road involved with this Application that it shall in no way enter upon any property hereby affected for the purpose of constructing, installing, laying, maintaining or repairing any pipeline, main or line now existing or hereafter to exist unless it shall have first submitted to the Commissioners' Court of Fisher County, plans, specifications, engineering drawing or profile, schematics, plat map, survey drawing and/or description (8.5" by 14" maximum size sheets) of construction, laying, maintenance or repair, as to fully describe the same.

## IV.

Applicant shall give the County Commissioner of the Precinct in which is located the road crossing which is the subject of this Application, with reference to a public county road, and the Texas State Department of Transportation, with reference to a state highway or road, at least forty-eight (48) hours actual notice prior to the time of beginning of any work with reference to any such public road or highway. The County Commissioner of the Precinct in which is located the road crossing which is the subject of the Application, or the Commissioner's representative, must be at the job site of the crossing when the work begins, and upon completion of the crossing job must give approval that the public road right of way at the crossing has been returned to full use by the public to the satisfaction of the Commissioner.

٧.

It is understood and agreed by Applicant that all pipelines, mains or lines crossing any public county road shall be either bored, tunneled, jacked, or driven under the entire portion of the public road right of way, and also for a minimum distance of 10 feet away from each road right of way line; and that the section of pipeline, main or line placed through boring shall extend the full width of the public road right of way and also an additional 10 feet away from each road right of way line; and that all pipelines, mains or lines under such road right of way shall be placed through an iron or another approved casing of approximately two inches larger in diameter than the pipeline; or as an alternative to casing, Applicant may install a heavier walled carrier pipe beneath the road right of way; provided, however, that in all instances the installation shall meet all the requirements of the Department of Transportation as set forth in Title 49, Code of Federal Regulations, Part 192, and/or those same, similar or equivalent regulations as adopted by Texas Railroad Commission and any other regulations and rules promulgated by the Texas Railroad Commission applicable to the constructing, installing, laying, maintaining, operating, using and/or repairing a pipeline, mains or lines for the transportation and conveyance of natural gas, oil and/or other hydrocarbons; and provided further that the County Commissioner in whose precinct the crossing is being made, with the concurrence of the Commissioners' Court, may require that the carrier pipe be cased beneath the roadway when in his opinion the best interests of Fisher County would be served thereby. Said pipeline, main or line shall be placed at such depth so that there is a minimum of 6 feet from the top of the casing, or from the top of the pipe if there is no casing, to the top of the surface material of the roadway; and so that there is a minimum of 3 feet from the top of the casing, or from the top of the pipe if there is no casing, to the bottom of the ditch(es) in the road right of way; and so that there is a minimum of 3 feet from the top of the casing, or from the top of the pipe if there is no casing, to the surface of the land for the entire 10 feet distance away from each road right of way line.

The Applicant agrees that prior to the constructing, installing, and/or laying of the pipeline, Applicant will obtain a permit (or permits) for the crossing described in this Application, from the Fisher County Office of Floodplain Administration concerning the Fisher County Flood Damage Prevention Order and concerning the development activity of constructing, installing, and/or laying of the pipeline. The Applicant further agrees that it will adhere to all County, State, and federal laws, statutes, codes, orders, rules and regulations applicable to the constructing, installing, laying maintaining, operating, using and/or repairing the pipeline that is the subject of this Application. The Applicant further agrees that prior to the construction, installation, and laying the pipeline that is the subject of this Application, Applicant shall obtain the right from all necessary landowners to enter and perform work on the real property of landowners adjacent to the public road to construct, install and lay the pipeline at the crossing described in this Application.

## VII.

The Applicant agrees that Applicant and/or its contractor(s) shall provide and have in place all warning and traffic control signs and lights, barricades, flagmen when necessary, and safety signage prior to and at all times during the period of construction, installation, and/or laying of the pipeline at the crossing which is the subject of this Application, and as necessary prior to and at all times during maintenance and repair of the pipeline at the crossing.

#### VIII.

The Applicant agrees that, after the completion of the construction, installation, and/or laying of the pipeline at the crossing which is the subject of this Application, the Applicant will install and maintain permanent signs on each side of the public road right of way at the crossing, showing the current pipeline owner, the current emergency contact phone number for the owner, and identifying the product transported in the pipeline.

#### IX.

The Applicant agrees to save and hold harmless and indemnify Fisher County, Texas against any and all liability that Fisher County may have or appear to have to any person whomsoever by reason of any act or thing that Applicant, its agents, servants, employees and contractors may do or cause to be done in the premises concerning the crossing of the public road by the pipeline.

## X.

In consideration of the granting of the privilege hereby petitioned and applied for, Applicant agrees that whenever it shall in any manner damage any County Road or other public structure by reason of any operation hereunder, it will immediately, at its own expense, restore the same to the condition that the same was in before the damage took place. Applicant further especially agrees that whenever the Fisher County Commissioners' Court shall notify it in writing that it, its agents, servants, employees and contractors have damaged any public county road, or other public structure, Applicant will commence the restoration thereof, in accordance with the terms hereof, within forty-eight (48) hours after the receipt of such notice, and prosecute such restoration to completion, diligently and continuously, and that in the event of Applicant's failure in such event to being such restoration or repair within the time aforesaid, or in the event of its failure to therefore prosecute the same to completion, diligently and continuously, the Commissioners' Court or its representative of said County, may take over the making of such restoration or repair with County employees, or through a private contractor, and complete and effect such repair or restoration at the expense of the Applicant, and that the action of the Fisher County Commissioners' Court, or its representative, in making such restoration or repair shall be binding upon the Applicant, and such Commissioners' Court estimate or statement of the cost and expense incurred in making such repair or restoration shall be final,

conclusive and binding upon the Applicant, and Applicant shall pay the cost incurred by Fisher County in making and/or completing the restoration or repairs.

XI.

It is agreed by Applicant that in the event Applicant enters upon any property hereby affected for the purpose of constructing, installing, laying, maintaining or repairing any pipeline, main or line of Applicant, now existing or hereafter to exist, in connection with any State road or highway, that Applicant shall comply with all conditions and requirements of the Texas State Department of Transportation or its authorized representative with reference to any matter pertaining to any such purposes.

XII.

It is further agreed that the subsequent order of the Fisher County Commissioners' Court granting and approving this Application shall be and does constitute acceptance on the part of the County of the offer hereby made, and said order and this Application shall constitute a contract between the parties hereto and shall be binding upon the Applicant, it's heirs, assignees, representatives and successors according to all the terms hereof.

XIII.

This Application for Pipeline Public Road Crossing Permit shall expire 180 days after the same is approved by the motion and order entered into Commissioners' Court Records of Fisher County, Texas. After expiration of the same, a new Application for Pipeline Public Road Crossing permit and payment of fees shall be required from the Applicant if the pipeline has not been installed prior to the expiration date of this permit.

IN WITNESS WHEREOF, the Applicant has caused this instrument to be executed on this the 25th day of Shouard, 2019, but is considered to be effective as of March 8, 2018.

By: Jack L. Belew

Title: Right of Way Supervisor

Address: P. O. Box 2619

Abilene, TX 79604

Phone: 325-704-4327 ·

# CORPORATE ACKNOWLEDGMENT

#### THE STATE OF TEXAS

#### COUNTY OF FISHER

BEFORE ME, the undersigned authority, on this day personally appeared <u>Jack L.Belew</u> known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the aforesaid <u>Sunrise Pipeline LLC</u>. a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

JANIE VENITA TUBBS
Notary ID # 129187770
My Commission Expires
November 1, 2020

Commission expire:

Commission expire:

Commission expire:

# ACTION OF THE FISHER COUNTY COMMISSIONERS' COURT CONCERNING THE APPLICATION

The foregoing Application is Approved and Granted by Order of the Fisher County Commissioners; Court on this the day of 120116.

Ken Holt

Fisher County Judge

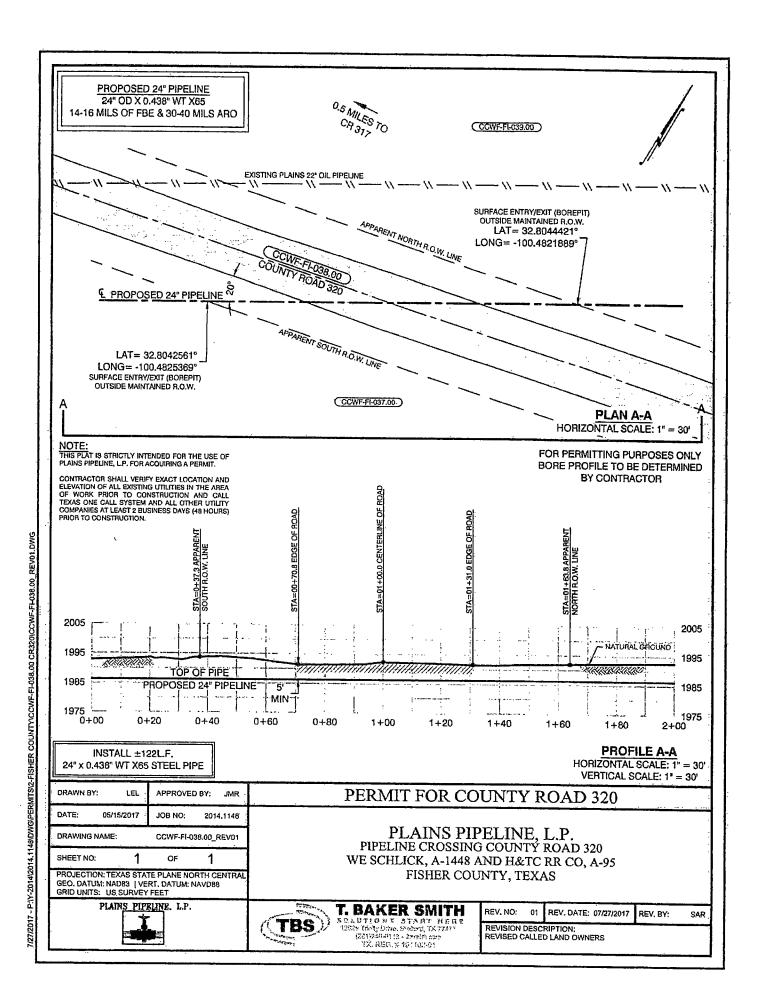
ATTEST:

Fisher County Clerk and

Clerk of the Commissioners' Court

OF FISHER COUNTY

[Seal]



STATE OF TEXAS

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COUNTY OF FISHER §

# APPLICATION FOR PIPELINE PUBLIC ROAD CROSSING PERMIT

TO: THE COMMISSIONERS' COURT OF FISHER COUNTY, TEXAS

GENTLEMEN:

ON THIS THE 250 day of 60., 2019, the undersigned Sunrise Pipeline LLC, hereinafter, "Company" or "Applicant," does hereby make application to Fisher County, Texas for the purposes of constructing, installing, laying, maintaining, operating, using and/or repairing a pipeline, mains or lines for the transportation and conveyance of natural gas, oil, and/or other hydrocarbons across and under a public road of Fisher County, Texas over which the Fisher County Commissioners' Court has jurisdiction and the obligation to maintain in good repair for the purpose of use and travel by the public, the location of said crossing and the name of the public county road as shown on the engineering drawing or profile, schematic, plat map and/or survey drawing supplied by the Applicant (8.5" by 14" maximum size sheets), attached hereto and made a part hereof.

In consideration of payment of a \$1,000.00 application fee, plus a \$5,000.00 penalty fee if construction and/or installation of the said pipeline in the public county road has begun prior to this Application be approved by Fisher County Commissioners' Court and the further consideration of: (1) payment of a \$25.00 fee per foot or any part thereof for any part of a crossing; and (2) \$25.00 fee per foot or any part thereof for which the pipeline shall run parallel to the county road within the county right-of-way, all such fees to be paid by Company with the Application, and in consideration of the County's granting permission to make use of the public county road lands above described for the purposes aforesaid, the undersigned Company agrees that such use shall be subject to the following terms, covenants and conditions, to-wit:

I.

The public's use of the public county road for travel shall be of primary importance. The rights granted to Applicant by subsequent acceptance and approval of this Application shall be subordinate to the rights of the public to use the road. It is expressly agreed to and understood by the Applicant that Fisher County does not hereby, and does not by any subsequent approval or granting of this Application for Permit, grant to Applicant any right, claim, title, or easement in, to under, upon, and/or across any public county road. No pipeline, main or line which is the subject of this Application shall ever be constructed, installed, laid, maintained, operated, used and/or repaired by the Applicant in such manner as to interfere with the use, operation, construction, maintenance, drainage or repair of the public road or roads, whether a county or state road, and in the event it shall develop that any pipeline, main or line which is the subject of this Application hereafter to be laid by the Applicant which in any manner interferes with the use, operation, construction, maintenance, drainage or repair of any existing public road, because of the depth at which the same has been laid, or for any other reason, the Applicant, upon request by the Commissioners' Court so to do, shall promptly change or alter, at Applicant's sole expense, such pipeline, main or line, in such manner that the same will no longer interfere with such use, operation, construction, maintenance, drainage or repair of the public county road. Applicant agrees to make all changes, alterations, and modifications to said pipeline, main or line which is the subject of this Application, as Fisher County may require in connection with any future use, operation, widening, alteration, relocation, drainage, and/or paving of any public county road, all at the cost and expense of the Applicant at no cost and expense to Fisher County.

It is understood that no pipeline, main or line shall ever be constructed, installed, laid, maintained, operated, used and/or repaired by Applicant in such a way or manner as to interfere with traffic, or so as to interfere with any drainage now or hereafter on or along such public road and that no pipeline, main or line shall ever be constructed, laid, maintained, operated, used and/or repaired by the Applicant in such a way as to constitute a danger or hazard, or to become a nuisance of any kind to anyone using any public road or living in the vicinity thereof.

III.

The Applicant agrees as to the public county road involved with this Application that it shall in no way enter upon any property hereby affected for the purpose of constructing, installing, laying, maintaining or repairing any pipeline, main or line now existing or hereafter to exist unless it shall have first submitted to the Commissioners' Court of Fisher County, plans, specifications, engineering drawing or profile, schematics, plat map, survey drawing and/or description (8.5" by 14" maximum size sheets) of construction, laying, maintenance or repair, as to fully describe the same.

IV.

Applicant shall give the County Commissioner of the Precinct in which is located the road crossing which is the subject of this Application, with reference to a public county road, and the Texas State Department of Transportation, with reference to a state highway or road, at least forty-eight (48) hours actual notice prior to the time of beginning of any work with reference to any such public road or highway. The County Commissioner of the Precinct in which is located the road crossing which is the subject of the Application, or the Commissioner's representative, must be at the job site of the crossing when the work begins, and upon completion of the crossing job must give approval that the public road right of way at the crossing has been returned to full use by the public to the satisfaction of the Commissioner.

V.

It is understood and agreed by Applicant that all pipelines, mains or lines crossing any public county road shall be either bored, tunneled, jacked, or driven under the entire portion of the public road right of way, and also for a minimum distance of 10 feet away from each road right of way line; and that the section of pipeline, main or line placed through boring shall extend the full width of the public road right of way and also an additional 10 feet away from each road right of way line; and that all pipelines, mains or lines under such road right of way shall be placed through an iron or another approved casing of approximately two inches larger in diameter than the pipeline; or as an alternative to casing, Applicant may install a heavier walled carrier pipe beneath the road right of way; provided, however, that in all instances the installation shall meet all the requirements of the Department of Transportation as set forth in Title 49, Code of Federal Regulations, Part 192, and/or those same, similar or equivalent regulations as adopted by Texas Railroad Commission and any other regulations and rules promulgated by the Texas Railroad Commission applicable to the constructing, installing, laying, maintaining, operating, using and/or repairing a pipeline, mains or lines for the transportation and conveyance of natural gas, oil and/or other hydrocarbons; and provided further that the County Commissioner in whose precinct the crossing is being made, with the concurrence of the Commissioners' Court, may require that the carrier pipe be cased beneath the roadway when in his opinion the best interests of Fisher County would be served thereby. Said pipeline, main or line shall be placed at such depth so that there is a minimum of 6 feet from the top of the casing, or from the top of the pipe if there is no casing, to the top of the surface material of the roadway; and so that there is a minimum of 3 feet from the top of the casing, or from the top of the pipe if there is no casing, to the bottom of the ditch(es) in the road right of way; and so that there is a minimum of 3 feet from the top of the casing, or from the top of the pipe if there is no casing, to the surface of the land for the entire 10 feet distance away from each road right of way line.

The Applicant agrees that prior to the constructing, installing, and/or laying of the pipeline, Applicant will obtain a permit (or permits) for the crossing described in this Application, from the Fisher County Office of Floodplain Administration concerning the Fisher County Flood Damage Prevention Order and concerning the development activity of constructing, installing, and/or laying of the pipeline. The Applicant further agrees that it will adhere to all County, State, and federal laws, statutes, codes, orders, rules and regulations applicable to the constructing, installing, laying maintaining, operating, using and/or repairing the pipeline that is the subject of this Application. The Applicant further agrees that prior to the construction, installation, and laying the pipeline that is the subject of this Application, Applicant shall obtain the right from all necessary landowners to enter and perform work on the real property of landowners adjacent to the public road to construct, install and lay the pipeline at the crossing described in this Application.

## VII.

The Applicant agrees that Applicant and/or its contractor(s) shall provide and have in place all warning and traffic control signs and lights, barricades, flagmen when necessary, and safety signage prior to and at all times during the period of construction, installation, and/or laying of the pipeline at the crossing which is the subject of this Application, and as necessary prior to and at all times during maintenance and repair of the pipeline at the crossing.

#### VIII.

The Applicant agrees that, after the completion of the construction, installation, and/or laying of the pipeline at the crossing which is the subject of this Application, the Applicant will install and maintain permanent signs on each side of the public road right of way at the crossing, showing the current pipeline owner, the current emergency contact phone number for the owner, and identifying the product transported in the pipeline.

#### IX.

The Applicant agrees to save and hold harmless and indemnify Fisher County, Texas against any and all liability that Fisher County may have or appear to have to any person whomsoever by reason of any act or thing that Applicant, its agents, servants, employees and contractors may do or cause to be done in the premises concerning the crossing of the public road by the pipeline.

# X.

In consideration of the granting of the privilege hereby petitioned and applied for, Applicant agrees that whenever it shall in any manner damage any County Road or other public structure by reason of any operation hereunder, it will immediately, at its own expense, restore the same to the condition that the same was in before the damage took place. Applicant further especially agrees that whenever the Fisher County Commissioners' Court shall notify it in writing that it, its agents, servants, employees and contractors have damaged any public county road, or other public structure, Applicant will commence the restoration thereof, in accordance with the terms hereof, within forty-eight (48) hours after the receipt of such notice, and prosecute such restoration to completion, diligently and continuously, and that in the event of Applicant's failure in such event to being such restoration or repair within the time aforesaid, or in the event of its failure to therefore prosecute the same to completion, diligently and continuously, the Commissioners' Court or its representative of said County, may take over the making of such restoration or repair with County employees, or through a private contractor, and complete and effect such repair or restoration at the expense of the Applicant, and that the action of the Fisher County Commissioners' Court, or its representative, in making such restoration or repair shall be binding upon the Applicant, and such Commissioners' Court estimate or statement of the cost and expense incurred in making such repair or restoration shall be final,

conclusive and binding upon the Applicant, and Applicant shall pay the cost incurred by Fisher County in making and/or completing the restoration or repairs.

XI.

It is agreed by Applicant that in the event Applicant enters upon any property hereby affected for the purpose of constructing, installing, laying, maintaining or repairing any pipeline, main or line of Applicant, now existing or hereafter to exist, in connection with any State road or highway, that Applicant shall comply with all conditions and requirements of the Texas State Department of Transportation or its authorized representative with reference to any matter pertaining to any such purposes.

XII.

It is further agreed that the subsequent order of the Fisher County Commissioners' Court granting and approving this Application shall be and does constitute acceptance on the part of the County of the offer hereby made, and said order and this Application shall constitute a contract between the parties hereto and shall be binding upon the Applicant, it's heirs, assignees, representatives and successors according to all the terms hereof.

XIII.

This Application for Pipeline Public Road Crossing Permit shall expire 180 days after the same is approved by the motion and order entered into Commissioners' Court Records of Fisher County, Texas. After expiration of the same, a new Application for Pipeline Public Road Crossing permit and payment of fees shall be required from the Applicant if the pipeline has not been installed prior to the expiration date of this permit.

IN WITNESS WHEREOF, the Applicant has caused this instrument to be executed on this the 25 day of 2019, but is considered to be effective as of March 8, 2018.

Sunrise Pipeline, LLC

By: Jack L. Belew

Title: Right of Way Supervisor

Address: P. O. Box 2619

Abilene, TX 79604

Phone: 325-704-4327

## CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS

**COUNTY OF FISHER** 

BEFORE ME, the undersigned authority, on this day personally appeared <u>Jack L.Belew</u> known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the aforesaid <u>Sunrise Pipeline LLC</u>. a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

JANIE VENITA TUBBS
Notary ID # 129187770
My Commission Expires
November 1, 2020

Commission expire:

Commission expire:

ACTION OF THE FISHER COUNTY COMMISSIONERS' COURT CONCERNING THE APPLICATION

The foregoing Application is Approved and Granted by Order of the Fisher County Commissioners; Court on this the day of Language. 2019.

Ken Holt

Fisher County Judge

Fisher County Clerk and Clerk of the Commissioners' Court

[Seal]

STATE OF TEXAS

COUNTY OF FISHER §

# APPLICATION FOR PIPELINE PUBLIC ROAD CROSSING PERMIT

TO: THE COMMISSIONERS' COURT OF FISHER COUNTY, TEXAS

GENTLEMEN:

ON THIS THE Goday of 2019, the undersigned Sunrise Pipeline LLC, hereinafter, "Company" or "Applicant," does hereby make application to Fisher County, Texas for the purposes of constructing, installing, laying, maintaining, operating, using and/or repairing a pipeline, mains or lines for the transportation and conveyance of natural gas, oil, and/or other hydrocarbons across and under a public road of Fisher County, Texas over which the Fisher County Commissioners' Court has jurisdiction and the obligation to maintain in good repair for the purpose of use and travel by the public, the location of said crossing and the name of the public county road as shown on the engineering drawing or profile, schematic, plat map and/or survey drawing supplied by the Applicant (8.5" by 14" maximum size sheets), attached hereto and made a part hereof.

In consideration of payment of a \$1,000.00 application fee, plus a \$5,000.00 penalty fee if construction and/or installation of the said pipeline in the public county road has begun prior to this Application be approved by Fisher County Commissioners' Court and the further consideration of: (1) payment of a \$25.00 fee per foot or any part thereof for any part of a crossing; and (2) \$25.00 fee per foot or any part thereof for which the pipeline shall run parallel to the county road within the county right-of-way, all such fees to be paid by Company with the Application, and in consideration of the County's granting permission to make use of the public county road lands above described for the purposes aforesaid, the undersigned Company agrees that such use shall be subject to the following terms, covenants and conditions, to-wit:

I.

The public's use of the public county road for travel shall be of primary importance. The rights granted to Applicant by subsequent acceptance and approval of this Application shall be subordinate to the rights of the public to use the road. It is expressly agreed to and understood by the Applicant that Fisher County does not hereby, and does not by any subsequent approval or granting of this Application for Permit, grant to Applicant any right, claim, title, or easement in, to under, upon, and/or across any public county road. No pipeline, main or line which is the subject of this Application shall ever be constructed, installed, laid, maintained, operated, used and/or repaired by the Applicant in such manner as to interfere with the use, operation, construction, maintenance, drainage or repair of the public road or roads, whether a county or state road, and in the event it shall develop that any pipeline, main or line which is the subject of this Application hereafter to be laid by the Applicant which in any manner interferes with the use, operation, construction, maintenance, drainage or repair of any existing public road, because of the depth at which the same has been laid, or for any other reason, the Applicant, upon request by the Commissioners' Court so to do, shall promptly change or alter, at Applicant's sole expense, such pipeline, main or line, in such manner that the same will no longer interfere with such use, operation, construction, maintenance, drainage or repair of the public county road. Applicant agrees to make all changes, alterations, and modifications to said pipeline, main or line which is the subject of this Application, as Fisher County may require in connection with any future use, operation, widening, alteration, relocation, drainage, and/or paving of any public county road, all at the cost and expense of the Applicant at no cost and expense to Fisher County.

It is understood that no pipeline, main or line shall ever be constructed, installed, laid, maintained, operated, used and/or repaired by Applicant in such a way or manner as to interfere with traffic, or so as to interfere with any drainage now or hereafter on or along such public road and that no pipeline, main or line shall ever be constructed, laid, maintained, operated, used and/or repaired by the Applicant in such a way as to constitute a danger or hazard, or to become a nuisance of any kind to anyone using any public road or living in the vicinity thereof.

Ш.

The Applicant agrees as to the public county road involved with this Application that it shall in no way enter upon any property hereby affected for the purpose of constructing, installing, laying, maintaining or repairing any pipeline, main or line now existing or hereafter to exist unless it shall have first submitted to the Commissioners' Court of Fisher County, plans, specifications, engineering drawing or profile, schematics, plat map, survey drawing and/or description (8.5" by 14" maximum size sheets) of construction, laying, maintenance or repair, as to fully describe the same.

IV.

Applicant shall give the County Commissioner of the Precinct in which is located the road crossing which is the subject of this Application, with reference to a public county road, and the Texas State Department of Transportation, with reference to a state highway or road, at least forty-eight (48) hours actual notice prior to the time of beginning of any work with reference to any such public road or highway. The County Commissioner of the Precinct in which is located the road crossing which is the subject of the Application, or the Commissioner's representative, must be at the job site of the crossing when the work begins, and upon completion of the crossing job must give approval that the public road right of way at the crossing has been returned to full use by the public to the satisfaction of the Commissioner.

V.

It is understood and agreed by Applicant that all pipelines, mains or lines crossing any public county road shall be either bored, tunneled, jacked, or driven under the entire portion of the public road right of way, and also for a minimum distance of 10 feet away from each road right of way line; and that the section of pipeline, main or line placed through boring shall extend the full width of the public road right of way and also an additional 10 feet away from each road right of way line, and that all pipelines, mains or lines under such road right of way shall be placed through an iron or another approved casing of approximately two inches larger in diameter than the pipeline; or as an alternative to casing, Applicant may install a heavier walled carrier pipe beneath the road right of way; provided, however, that in all instances the installation shall meet all the requirements of the Department of Transportation as set forth in Title 49, Code of Federal Regulations, Part 192, and/or those same, similar or equivalent regulations as adopted by Texas Railroad Commission and any other regulations and rules promulgated by the Texas Railroad Commission applicable to the constructing, installing, laying, maintaining, operating, using and/or repairing a pipeline, mains or lines for the transportation and conveyance of natural gas, oil and/or other hydrocarbons; and provided further that the County Commissioner in whose precinct the crossing is being made, with the concurrence of the Commissioners' Court, may require that the carrier pipe be cased beneath the roadway when in his opinion the best interests of Fisher County would be served thereby. Said pipeline, main or line shall be placed at such depth so that there is a minimum of 6 feet from the top of the casing, or from the top of the pipe if there is no casing, to the top of the surface material of the roadway; and so that there is a minimum of 3 feet from the top of the casing, or from the top of the pipe if there is no casing, to the bottom of the ditch(es) in the road right of way; and so that there is a minimum of 3 feet from the top of the casing, or from the top of the pipe if there is no casing, to the surface of the land for the entire 10 feet distance away from each road right of way line.

The Applicant agrees that prior to the constructing, installing, and/or laying of the pipeline, Applicant will obtain a permit (or permits) for the crossing described in this Application, from the Fisher County Office of Floodplain Administration concerning the Fisher County Flood Damage Prevention Order and concerning the development activity of constructing, installing, and/or laying of the pipeline. The Applicant further agrees that it will adhere to all County, State, and federal laws, statutes, codes, orders, rules and regulations applicable to the constructing, installing, laying maintaining, operating, using and/or repairing the pipeline that is the subject of this Application. The Applicant further agrees that prior to the construction, installation, and laying the pipeline that is the subject of this Application, Applicant shall obtain the right from all necessary landowners to enter and perform work on the real property of landowners adjacent to the public road to construct, install and lay the pipeline at the crossing described in this Application.

## VII.

The Applicant agrees that Applicant and/or its contractor(s) shall provide and have in place all warning and traffic control signs and lights, barricades, flagmen when necessary, and safety signage prior to and at all times during the period of construction, installation, and/or laying of the pipeline at the crossing which is the subject of this Application, and as necessary prior to and at all times during maintenance and repair of the pipeline at the crossing.

## VIII.

The Applicant agrees that, after the completion of the construction, installation, and/or laying of the pipeline at the crossing which is the subject of this Application, the Applicant will install and maintain permanent signs on each side of the public road right of way at the crossing, showing the current pipeline owner, the current emergency contact phone number for the owner, and identifying the product transported in the pipeline.

#### IX.

The Applicant agrees to save and hold harmless and indemnify Fisher County, Texas against any and all liability that Fisher County may have or appear to have to any person whomsoever by reason of any act or thing that Applicant, its agents, servants, employees and contractors may do or cause to be done in the premises concerning the crossing of the public road by the pipeline.

## X.

In consideration of the granting of the privilege hereby petitioned and applied for, Applicant agrees that whenever it shall in any manner damage any County Road or other public structure by reason of any operation hereunder, it will immediately, at its own expense, restore the same to the condition that the same was in before the damage took place. Applicant further especially agrees that whenever the Fisher County Commissioners' Court shall notify it in writing that it, its agents, servants, employees and contractors have damaged any public county road, or other public structure, Applicant will commence the restoration thereof, in accordance with the terms hereof, within forty-eight (48) hours after the receipt of such notice, and prosecute such restoration to completion, diligently and continuously, and that in the event of Applicant's failure in such event to being such restoration or repair within the time aforesaid, or in the event of its failure to therefore prosecute the same to completion, diligently and continuously, the Commissioners' Court or its representative of said County, may take over the making of such restoration or repair with County employees, or through a private contractor, and complete and effect such repair or restoration at the expense of the Applicant, and that the action of the Fisher County Commissioners' Court, or its representative, in making such restoration or repair shall be binding upon the Applicant, and such Commissioners' Court estimate or statement of the cost and expense incurred in making such repair or restoration shall be final,

conclusive and binding upon the Applicant, and Applicant shall pay the cost incurred by Fisher County in making and/or completing the restoration or repairs.

XI.

It is agreed by Applicant that in the event Applicant enters upon any property hereby affected for the purpose of constructing, installing, laying, maintaining or repairing any pipeline, main or line of Applicant, now existing or hereafter to exist, in connection with any State road or highway, that Applicant shall comply with all conditions and requirements of the Texas State Department of Transportation or its authorized representative with reference to any matter pertaining to any such purposes.

XII.

It is further agreed that the subsequent order of the Fisher County Commissioners' Court granting and approving this Application shall be and does constitute acceptance on the part of the County of the offer hereby made, and said order and this Application shall constitute a contract between the parties hereto and shall be binding upon the Applicant, it's heirs, assignees, representatives and successors according to all the terms hereof.

XIII.

This Application for Pipeline Public Road Crossing Permit shall expire 180 days after the same is approved by the motion and order entered into Commissioners' Court Records of Fisher County, Texas. After expiration of the same, a new Application for Pipeline Public Road Crossing permit and payment of fees shall be required from the Applicant if the pipeline has not been installed prior to the expiration date of this permit.

IN WITNESS WHEREOF, the Applicant has caused this instrument to be executed on this the 25 day of Floring 2019, but is considered to be effective as of March 8, 2018.

Sunrise Pipeline, LLC

By: Jack L. Belew

Title: Right of Way Supervisor

Address: P. O. Box 2619

Abilene, TX 79604

Phone: 325-704-4327

# CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF FISHER

BEFORE ME, the undersigned authority, on this day personally appeared <u>Jack L.Belew</u> known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the aforesaid <u>Sunrise Pipeline LLC</u>. a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

# ACTION OF THE FISHER COUNTY COMMISSIONERS' COURT CONCERNING THE APPLICATION

The foregoing Application is Approved and Granted by Order of the Fisher County Commissioners; Court on this the Library day of Library . 2019.

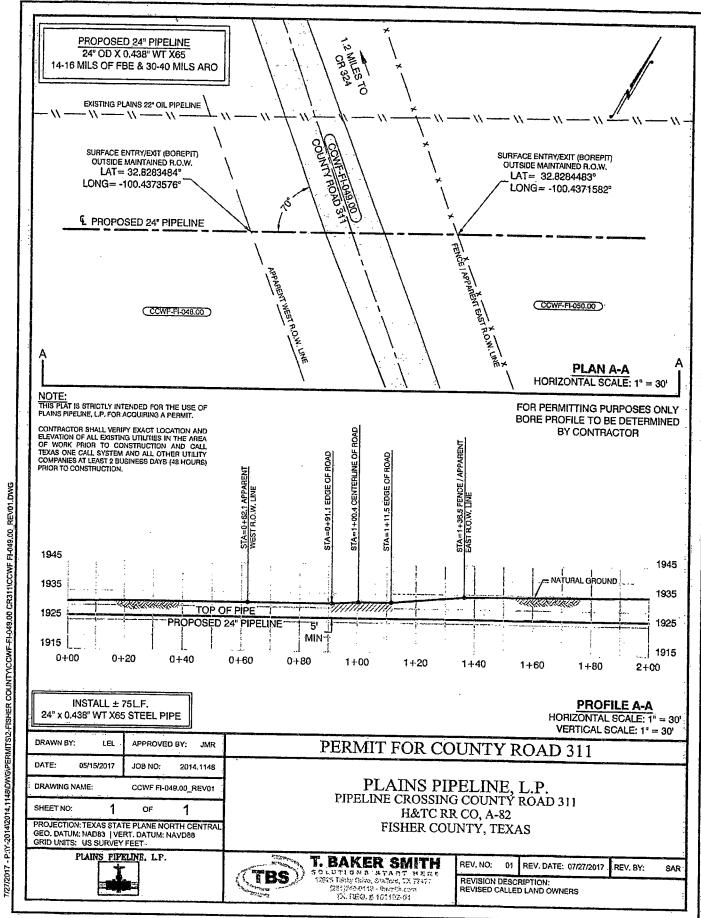
Ken Holt Fisher County Judge

ATTEST:

Clerk of the Commissioners' Court

OF FISHER COUNTY TEXT

[Seal]



# STATE OF TEXAS

COUNTY OF FISHER §

# APPLICATION FOR PIPELINE PUBLIC ROAD CROSSING PERMIT

TO: THE COMMISSIONERS' COURT OF FISHER COUNTY, TEXAS

#### GENTLEMEN:

ON THIS THE 35 day of 2019, the undersigned Sunrise Pipeline LLC, hereinafter, "Company" or "Applicant," does hereby make application to Fisher County, Texas for the purposes of constructing, installing, laying, maintaining, operating, using and/or repairing a pipeline, mains or lines for the transportation and conveyance of natural gas, oil, and/or other hydrocarbons across and under a public road of Fisher County, Texas over which the Fisher County Commissioners' Court has jurisdiction and the obligation to maintain in good repair for the purpose of use and travel by the public, the location of said crossing and the name of the public county road as shown on the engineering drawing or profile, schematic, plat map and/or survey drawing supplied by the Applicant (8.5" by 14" maximum size sheets), attached hereto and made a part hereof.

In consideration of payment of a \$1,000.00 application fee, plus a \$5,000.00 penalty fee if construction and/or installation of the said pipeline in the public county road has begun prior to this Application be approved by Fisher County Commissioners' Court and the further consideration of: (1) payment of a \$25.00 fee per foot or any part thereof for any part of a crossing; and (2) \$25.00 fee per foot or any part thereof for which the pipeline shall run parallel to the county road within the county right-of-way, all such fees to be paid by Company with the Application, and in consideration of the County's granting permission to make use of the public county road lands above described for the purposes aforesaid, the undersigned Company agrees that such use shall be subject to the following terms, covenants and conditions, to-wit:

I.

The public's use of the public county road for travel shall be of primary importance. The rights granted to Applicant by subsequent acceptance and approval of this Application shall be subordinate to the rights of the public to use the road. It is expressly agreed to and understood by the Applicant that Fisher County does not hereby, and does not by any subsequent approval or granting of this Application for Permit, grant to Applicant any right, claim, title, or easement in, to under, upon, and/or across any public county road. No pipeline, main or line which is the subject of this Application shall ever be constructed, installed, laid, maintained, operated, used and/or repaired by the Applicant in such manner as to interfere with the use, operation, construction, maintenance, drainage or repair of the public road or roads, whether a county or state road, and in the event it shall develop that any pipeline, main or line which is the subject of this Application hereafter to be laid by the Applicant which in any manner interferes with the use, operation, construction, maintenance, drainage or repair of any existing public road, because of the depth at which the same has been laid, or for any other reason, the Applicant, upon request by the Commissioners' Court so to do, shall promptly change or alter, at Applicant's sole expense, such pipeline, main or line, in such manner that the same will no longer interfere with such use, operation, construction, maintenance, drainage or repair of the public county road. Applicant agrees to make all changes, alterations, and modifications to said pipeline, main or line which is the subject of this Application, as Fisher County may require in connection with any future use, operation, widening, alteration, relocation, drainage, and/or paving of any public county road, all at the cost and expense of the Applicant at no cost and expense to Fisher County.

It is understood that no pipeline, main or line shall ever be constructed, installed, laid, maintained, operated, used and/or repaired by Applicant in such a way or manner as to interfere with traffic, or so as to interfere with any drainage now or hereafter on or along such public road and that no pipeline, main or line shall ever be constructed, laid, maintained, operated, used and/or repaired by the Applicant in such a way as to constitute a danger or hazard, or to become a nuisance of any kind to anyone using any public road or living in the vicinity thereof.

Ш.

The Applicant agrees as to the public county road involved with this Application that it shall in no way enter upon any property hereby affected for the purpose of constructing, installing, laying, maintaining or repairing any pipeline, main or line now existing or hereafter to exist unless it shall have first submitted to the Commissioners' Court of Fisher County, plans, specifications, engineering drawing or profile, schematics, plat map, survey drawing and/or description (8.5" by 14" maximum size sheets) of construction, laying, maintenance or repair, as to fully describe the same.

IV.

Applicant shall give the County Commissioner of the Precinct in which is located the road crossing which is the subject of this Application, with reference to a public county road, and the Texas State Department of Transportation, with reference to a state highway or road, at least forty-eight (48) hours actual notice prior to the time of beginning of any work with reference to any such public road or highway. The County Commissioner of the Precinct in which is located the road crossing which is the subject of the Application, or the Commissioner's representative, must be at the job site of the crossing when the work begins, and upon completion of the crossing job must give approval that the public road right of way at the crossing has been returned to full use by the public to the satisfaction of the Commissioner.

٧.

It is understood and agreed by Applicant that all pipelines, mains or lines crossing any public county road shall be either bored, tunneled, jacked, or driven under the entire portion of the public road right of way, and also for a minimum distance of 10 feet away from each road right of way line; and that the section of pipeline, main or line placed through boring shall extend the full width of the public road right of way and also an additional 10 feet away from each road right of way line; and that all pipelines, mains or lines under such road right of way shall be placed through an iron or another approved casing of approximately two inches larger in diameter than the pipeline; or as an alternative to casing, Applicant may install a heavier walled carrier pipe beneath the road right of way; provided, however, that in all instances the installation shall meet all the requirements of the Department of Transportation as set forth in Title 49, Code of Federal Regulations, Part 192, and/or those same, similar or equivalent regulations as adopted by Texas Railroad Commission and any other regulations and rules promulgated by the Texas Railroad Commission applicable to the constructing, installing, laying, maintaining, operating, using and/or repairing a pipeline, mains or lines for the transportation and conveyance of natural gas, oil and/or other hydrocarbons; and provided further that the County Commissioner in whose precinct the crossing is being made, with the concurrence of the Commissioners' Court, may require that the carrier pipe be cased beneath the roadway when in his opinion the best interests of Fisher County would be served thereby. Said pipeline, main or line shall be placed at such depth so that there is a minimum of 6 feet from the top of the casing, or from the top of the pipe if there is no casing, to the top of the surface material of the roadway; and so that there is a minimum of 3 feet from the top of the casing, or from the top of the pipe if there is no casing, to the bottom of the ditch(es) in the road right of way; and so that there is a minimum of 3 feet from the top of the casing, or from the top of the pipe if there is no casing, to the surface of the land for the entire 10 feet distance away from each road right of way line.

The Applicant agrees that prior to the constructing, installing, and/or laying of the pipeline, Applicant will obtain a permit (or permits) for the crossing described in this Application, from the Fisher County Office of Floodplain Administration concerning the Fisher County Flood Damage Prevention Order and concerning the development activity of constructing, installing, and/or laying of the pipeline. The Applicant further agrees that it will adhere to all County, State, and federal laws, statutes, codes, orders, rules and regulations applicable to the constructing, installing, laying maintaining, operating, using and/or repairing the pipeline that is the subject of this Application. The Applicant further agrees that prior to the construction, installation, and laying the pipeline that is the subject of this Application, Applicant shall obtain the right from all necessary landowners to enter and perform work on the real property of landowners adjacent to the public road to construct, install and lay the pipeline at the crossing described in this Application.

#### VII.

The Applicant agrees that Applicant and/or its contractor(s) shall provide and have in place all warning and traffic control signs and lights, barricades, flagmen when necessary, and safety signage prior to and at all times during the period of construction, installation, and/or laying of the pipeline at the crossing which is the subject of this Application, and as necessary prior to and at all times during maintenance and repair of the pipeline at the crossing.

#### VIII.

The Applicant agrees that, after the completion of the construction, installation, and/or laying of the pipeline at the crossing which is the subject of this Application, the Applicant will install and maintain permanent signs on each side of the public road right of way at the crossing, showing the current pipeline owner, the current emergency contact phone number for the owner, and identifying the product transported in the pipeline.

### IX.

The Applicant agrees to save and hold harmless and indemnify Fisher County, Texas against any and all liability that Fisher County may have or appear to have to any person whomsoever by reason of any act or thing that Applicant, its agents, servants, employees and contractors may do or cause to be done in the premises concerning the crossing of the public road by the pipeline.

#### X.

In consideration of the granting of the privilege hereby petitioned and applied for, Applicant agrees that whenever it shall in any manner damage any County Road or other public structure by reason of any operation hereunder, it will immediately, at its own expense, restore the same to the condition that the same was in before the damage took place. Applicant further especially agrees that whenever the Fisher County Commissioners' Court shall notify it in writing that it, its agents, servants, employees and contractors have damaged any public county road, or other public structure, Applicant will commence the restoration thereof, in accordance with the terms hereof, within forty-eight (48) hours after the receipt of such notice, and prosecute such restoration to completion, diligently and continuously, and that in the event of Applicant's failure in such event to being such restoration or repair within the time aforesaid, or in the event of its failure to therefore prosecute the same to completion, diligently and continuously, the Commissioners' Court or its representative of said County, may take over the making of such restoration or repair with County employees, or through a private contractor, and complete and effect such repair or restoration at the expense of the Applicant, and that the action of the Fisher County Commissioners' Court, or its representative, in making such restoration or repair shall be binding upon the Applicant, and such Commissioners' Court estimate or statement of the cost and expense incurred in making such repair or restoration shall be final,

conclusive and binding upon the Applicant, and Applicant shall pay the cost incurred by Fisher County in making and/or completing the restoration or repairs.

XI.

It is agreed by Applicant that in the event Applicant enters upon any property hereby affected for the purpose of constructing, installing, laying, maintaining or repairing any pipeline, main or line of Applicant, now existing or hereafter to exist, in connection with any State road or highway, that Applicant shall comply with all conditions and requirements of the Texas State Department of Transportation or its authorized representative with reference to any matter pertaining to any such purposes.

XII.

It is further agreed that the subsequent order of the Fisher County Commissioners' Court granting and approving this Application shall be and does constitute acceptance on the part of the County of the offer hereby made, and said order and this Application shall constitute a contract between the parties hereto and shall be binding upon the Applicant, it's heirs, assignees, representatives and successors according to all the terms hereof.

XIII.

This Application for Pipeline Public Road Crossing Permit shall expire 180 days after the same is approved by the motion and order entered into Commissioners' Court Records of Fisher County, Texas. After expiration of the same, a new Application for Pipeline Public Road Crossing permit and payment of fees shall be required from the Applicant if the pipeline has not been installed prior to the expiration date of this permit.

IN WITNESS WHEREOF, the Applicant has caused this instrument to be executed on this the day of Floruary, 2019, but is considered to be effective as of March 8, 2018.

Sunrise Pipeline, LLC

By: Jack L. Belew

Title: Right of Way Supervisor

Address: P. O. Box 2619

Abilene, TX 79604

Phone: 325-704-4327

### THE STATE OF TEXAS

#### COUNTY OF FISHER

BEFORE ME, the undersigned authority, on this day personally appeared <u>Jack L.Belew</u> known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the aforesaid <u>Sunrise Pipeline LLC</u>. a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

JANIE VENITA TUBBS
Notary ID # 129187770
My Commission Expires
November 1, 2020

Commission expire:

Commission expire:

# ACTION OF THE FISHER COUNTY COMMISSIONERS' COURT CONCERNING THE APPLICATION

The foregoing Application is Approved and Granted by Order of the Fisher County Commissioners; Court on this the day of Library 2019.

Ken Holt

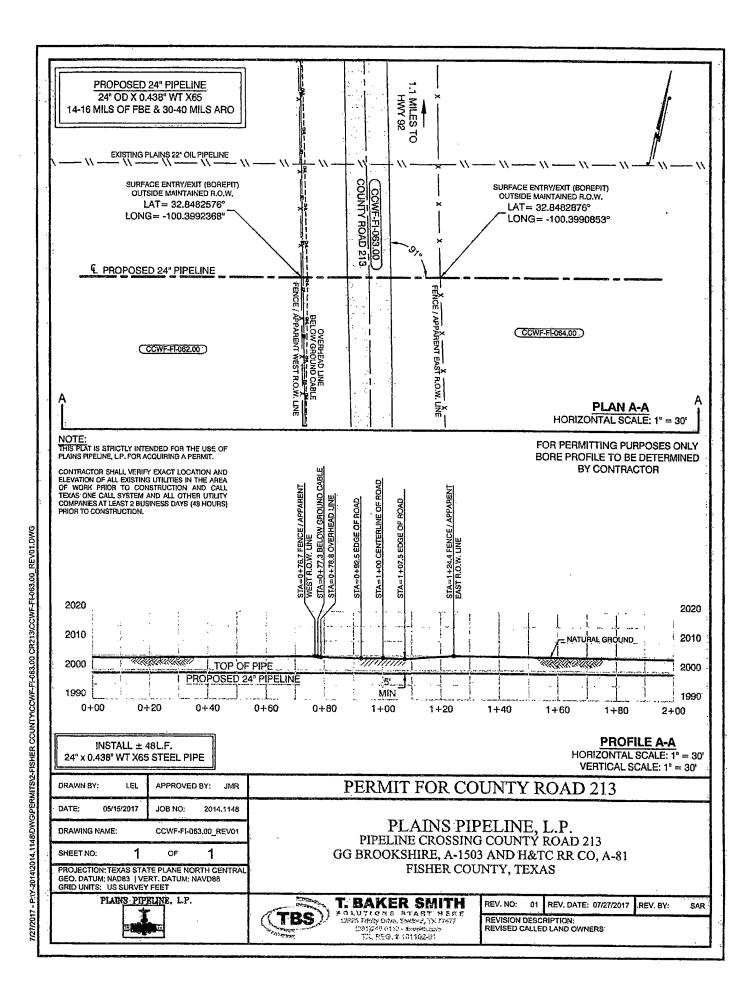
Fisher County Judge

ATTEST:

Fisher County Clerk and

Clerk of the Commissioners' Court

OF FISHER COUNTY TO



STATE OF TEXAS

COUNTY OF FISHER §

# APPLICATION FOR PIPELINE PUBLIC ROAD CROSSING PERMIT

TO: THE COMMISSIONERS' COURT OF FISHER COUNTY, TEXAS

GENTLEMEN:

ON THIS THE 35 day of 100. 2019, the undersigned Sunrise Pipeline LLC, hereinafter, "Company" or "Applicant," does hereby make application to Fisher County, Texas for the purposes of constructing, installing, laying, maintaining, operating, using and/or repairing a pipeline, mains or lines for the transportation and conveyance of natural gas, oil, and/or other hydrocarbons across and under a public road of Fisher County, Texas over which the Fisher County Commissioners' Court has jurisdiction and the obligation to maintain in good repair for the purpose of use and travel by the public, the location of said crossing and the name of the public county road as shown on the engineering drawing or profile, schematic, plat map and/or survey drawing supplied by the Applicant (8.5" by 14" maximum size sheets), attached hereto and made a part hereof.

In consideration of payment of a \$1,000.00 application fee, plus a \$5,000.00 penalty fee if construction and/or installation of the said pipeline in the public county road has begun prior to this Application be approved by Fisher County Commissioners' Court and the further consideration of: (1) payment of a \$25.00 fee per foot or any part thereof for any part of a crossing; and (2) \$25.00 fee per foot or any part thereof for which the pipeline shall run parallel to the county road within the county right-of-way, all such fees to be paid by Company with the Application, and in consideration of the County's granting permission to make use of the public county road lands above described for the purposes aforesaid, the undersigned Company agrees that such use shall be subject to the following terms, covenants and conditions, to-wit:

I.

The public's use of the public county road for travel shall be of primary importance. The rights granted to Applicant by subsequent acceptance and approval of this Application shall be subordinate to the rights of the public to use the road. It is expressly agreed to and understood by the Applicant that Fisher County does not hereby, and does not by any subsequent approval or granting of this Application for Permit, grant to Applicant any right, claim, title, or easement in, to under, upon, and/or across any public county road. No pipeline, main or line which is the subject of this Application shall ever be constructed, installed, laid, maintained, operated, used and/or repaired by the Applicant in such manner as to interfere with the use, operation, construction, maintenance, drainage or repair of the public road or roads, whether a county or state road, and in the event it shall develop that any pipeline, main or line which is the subject of this Application hereafter to be laid by the Applicant which in any manner interferes with the use, operation, construction, maintenance, drainage or repair of any existing public road, because of the depth at which the same has been laid, or for any other reason, the Applicant, upon request by the Commissioners' Court so to do, shall promptly change or alter, at Applicant's sole expense, such pipeline, main or line, in such manner that the same will no longer interfere with such use, operation, construction, maintenance, drainage or repair of the public county road. Applicant agrees to make all changes, alterations, and modifications to said pipeline, main or line which is the subject of this Application, as Fisher County may require in connection with any future use, operation, widening, alteration, relocation, drainage, and/or paving of any public county road, all at the cost and expense of the Applicant at no cost and expense to Fisher County.

It is understood that no pipeline, main or line shall ever be constructed, installed, laid, maintained, operated, used and/or repaired by Applicant in such a way or manner as to interfere with traffic, or so as to interfere with any drainage now or hereafter on or along such public road and that no pipeline, main or line shall ever be constructed, laid, maintained, operated, used and/or repaired by the Applicant in such a way as to constitute a danger or hazard, or to become a nuisance of any kind to anyone using any public road or living in the vicinity thereof.

Ш.

The Applicant agrees as to the public county road involved with this Application that it shall in no way enter upon any property hereby affected for the purpose of constructing, installing, laying, maintaining or repairing any pipeline, main or line now existing or hereafter to exist unless it shall have first submitted to the Commissioners' Court of Fisher County, plans, specifications, engineering drawing or profile, schematics, plat map, survey drawing and/or description (8.5" by 14" maximum size sheets) of construction, laying, maintenance or repair, as to fully describe the same.

IV.

Applicant shall give the County Commissioner of the Precinct in which is located the road crossing which is the subject of this Application, with reference to a public county road, and the Texas State Department of Transportation, with reference to a state highway or road, at least forty-eight (48) hours actual notice prior to the time of beginning of any work with reference to any such public road or highway. The County Commissioner of the Precinct in which is located the road crossing which is the subject of the Application, or the Commissioner's representative, must be at the job site of the crossing when the work begins, and upon completion of the crossing job must give approval that the public road right of way at the crossing has been returned to full use by the public to the satisfaction of the Commissioner.

٧.

It is understood and agreed by Applicant that all pipelines, mains or lines crossing any public county road shall be either bored, tunneled, jacked, or driven under the entire portion of the public road right of way, and also for a minimum distance of 10 feet away from each road right of way line; and that the section of pipeline, main or line placed through boring shall extend the full width of the public road right of way and also an additional 10 feet away from each road right of way line; and that all pipelines, mains or lines under such road right of way shall be placed through an iron or another approved casing of approximately two inches larger in diameter than the pipeline; or as an alternative to casing, Applicant may install a heavier walled carrier pipe beneath the road right of way; provided, however, that in all instances the installation shall meet all the requirements of the Department of Transportation as set forth in Title 49, Code of Federal Regulations, Part 192, and/or those same, similar or equivalent regulations as adopted by Texas Railroad Commission and any other regulations and rules promulgated by the Texas Railroad Commission applicable to the constructing, installing, laying, maintaining, operating, using and/or repairing a pipeline, mains or lines for the transportation and conveyance of natural gas, oil and/or other hydrocarbons; and provided further that the County Commissioner in whose precinct the crossing is being made, with the concurrence of the Commissioners' Court, may require that the carrier pipe be cased beneath the roadway when in his opinion the best interests of Fisher County would be served thereby. Said pipeline, main or line shall be placed at such depth so that there is a minimum of 6 feet from the top of the casing, or from the top of the pipe if there is no casing, to the top of the surface material of the roadway; and so that there is a minimum of 3 feet from the top of the casing, or from the top of the pipe if there is no casing, to the bottom of the ditch(es) in the road right of way; and so that there is a minimum of 3 feet from the top of the casing, or from the top of the pipe if there is no casing, to the surface of the land for the entire 10 feet distance away from each road right of way line.

The Applicant agrees that prior to the constructing, installing, and/or laying of the pipeline, Applicant will obtain a permit (or permits) for the crossing described in this Application, from the Fisher County Office of Floodplain Administration concerning the Fisher County Flood Damage Prevention Order and concerning the development activity of constructing, installing, and/or laying of the pipeline. The Applicant further agrees that it will adhere to all County, State, and federal laws, statutes, codes, orders, rules and regulations applicable to the constructing, installing, laying maintaining, operating, using and/or repairing the pipeline that is the subject of this Application. The Applicant further agrees that prior to the construction, installation, and laying the pipeline that is the subject of this Application, Applicant shall obtain the right from all necessary landowners to enter and perform work on the real property of landowners adjacent to the public road to construct, install and lay the pipeline at the crossing described in this Application.

#### VII.

The Applicant agrees that Applicant and/or its contractor(s) shall provide and have in place all warning and traffic control signs and lights, barricades, flagmen when necessary, and safety signage prior to and at all times during the period of construction, installation, and/or laying of the pipeline at the crossing which is the subject of this Application, and as necessary prior to and at all times during maintenance and repair of the pipeline at the crossing.

#### VIII.

The Applicant agrees that, after the completion of the construction, installation, and/or laying of the pipeline at the crossing which is the subject of this Application, the Applicant will install and maintain permanent signs on each side of the public road right of way at the crossing, showing the current pipeline owner, the current emergency contact phone number for the owner, and identifying the product transported in the pipeline.

#### IX.

The Applicant agrees to save and hold harmless and indemnify Fisher County, Texas against any and all liability that Fisher County may have or appear to have to any person whomsoever by reason of any act or thing that Applicant, its agents, servants, employees and contractors may do or cause to be done in the premises concerning the crossing of the public road by the pipeline.

#### Χ.

In consideration of the granting of the privilege hereby petitioned and applied for, Applicant agrees that whenever it shall in any manner damage any County Road or other public structure by reason of any operation hereunder, it will immediately, at its own expense, restore the same to the condition that the same was in before the damage took place. Applicant further especially agrees that whenever the Fisher County Commissioners' Court shall notify it in writing that it, its agents, servants, employees and contractors have damaged any public county road, or other public structure, Applicant will commence the restoration thereof, in accordance with the terms hereof, within forty-eight (48) hours after the receipt of such notice, and prosecute such restoration to completion, diligently and continuously, and that in the event of Applicant's failure in such event to being such restoration or repair within the time aforesaid, or in the event of its failure to therefore prosecute the same to completion, diligently and continuously, the Commissioners' Court or its representative of said County, may take over the making of such restoration or repair with County employees, or through a private contractor, and complete and effect such repair or restoration at the expense of the Applicant, and that the action of the Fisher County Commissioners' Court, or its representative, in making such restoration or repair shall be binding upon the Applicant, and such Commissioners' Court estimate or statement of the cost and expense incurred in making such repair or restoration shall be final,

conclusive and binding upon the Applicant, and Applicant shall pay the cost incurred by Fisher County in making and/or completing the restoration or repairs.

XI.

It is agreed by Applicant that in the event Applicant enters upon any property hereby affected for the purpose of constructing, installing, laying, maintaining or repairing any pipeline, main or line of Applicant, now existing or hereafter to exist, in connection with any State road or highway, that Applicant shall comply with all conditions and requirements of the Texas State Department of Transportation or its authorized representative with reference to any matter pertaining to any such purposes.

XII.

It is further agreed that the subsequent order of the Fisher County Commissioners' Court granting and approving this Application shall be and does constitute acceptance on the part of the County of the offer hereby made, and said order and this Application shall constitute a contract between the parties hereto and shall be binding upon the Applicant, it's heirs, assignees, representatives and successors according to all the terms hereof.

XIII.

This Application for Pipeline Public Road Crossing Permit shall expire 180 days after the same is approved by the motion and order entered into Commissioners' Court Records of Fisher County, Texas. After expiration of the same, a new Application for Pipeline Public Road Crossing permit and payment of fees shall be required from the Applicant if the pipeline has not been installed prior to the expiration date of this permit.

IN WITNESS WHEREOF, the Applicant has caused this instrument to be executed on this the day of Linuary, 2019, but is considered to be effective as of March 8, 2018.

Sunrise Pipeline, LLC

By: Jack L. Belew

Title: Right of Way Supervisor

Address: P. O. Box 2619

Abilene, TX 79604

Phone: 325-704-4327

THE STATE OF TEXAS

**COUNTY OF FISHER** 

BEFORE ME, the undersigned authority, on this day personally appeared <u>Jack L.Belew</u> known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the aforesaid <u>Sunrise Pipeline LLC</u>. a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

JANIE VENITA TUBBS
Notary ID # 129187770
My Commission Expires
November 1, 2020

Commission expire:

Commission expire:

Commission expire:

# ACTION OF THE FISHER COUNTY COMMISSIONERS' COURT CONCERNING THE APPLICATION

The foregoing Application is Approved and Granted by Order of the Fisher County Commissioners; Court on this the Libration . 2019.

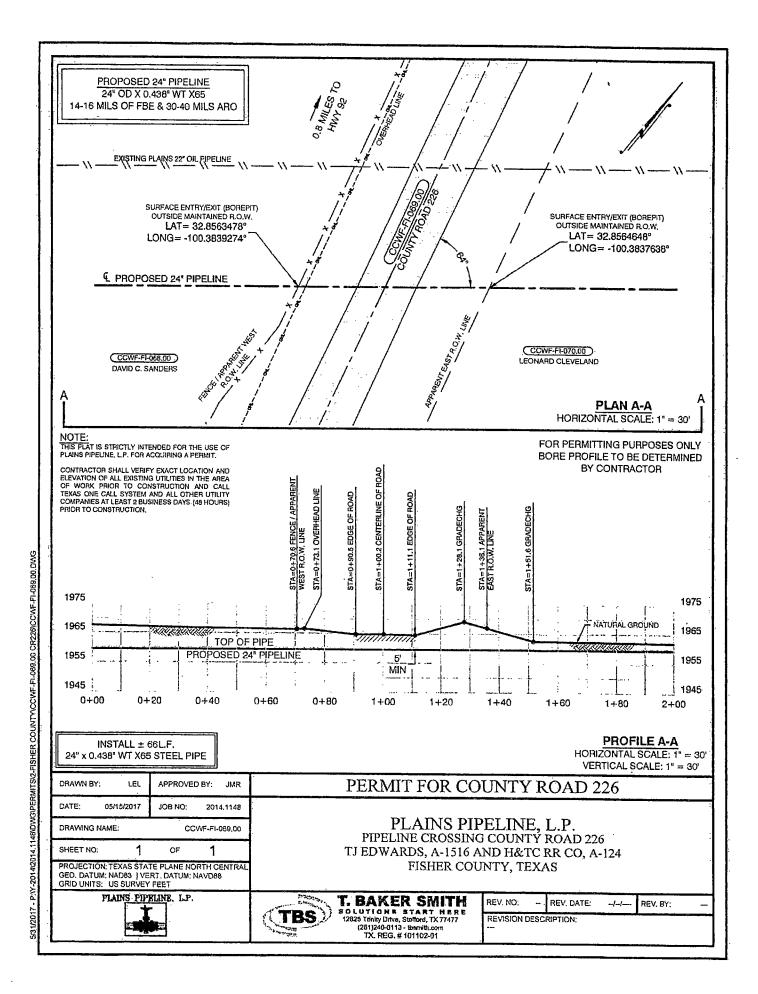
Ken Holt

Fisher County Judge

ATTEST:

Fisher County Clerk and

Clerk of the Commissioners' Court



## STATE OF TEXAS

### COUNTY OF FISHER §

#### APPLICATION FOR PIPELINE PUBLIC ROAD CROSSING PERMIT

TO: THE COMMISSIONERS' COURT OF FISHER COUNTY, TEXAS

#### GENTLEMEN:

ON THIS THE Haday of Lower and the undersigned Sunrise Pipeline LLC, hereinafter, "Company" or "Applicant," does hereby make application to Fisher County, Texas for the purposes of constructing, installing, laying, maintaining, operating, using and/or repairing a pipeline, mains or lines for the transportation and conveyance of natural gas, oil, and/or other hydrocarbons across and under a public road of Fisher County, Texas over which the Fisher County Commissioners' Court has jurisdiction and the obligation to maintain in good repair for the purpose of use and travel by the public, the location of said crossing and the name of the public county road as shown on the engineering drawing or profile, schematic, plat map and/or survey drawing supplied by the Applicant (8.5" by 14" maximum size sheets), attached hereto and made a part hereof.

In consideration of payment of a \$1,000.00 application fee, plus a \$5,000.00 penalty fee if construction and/or installation of the said pipeline in the public county road has begun prior to this Application be approved by Fisher County Commissioners' Court and the further consideration of: (1) payment of a \$25.00 fee per foot or any part thereof for any part of a crossing; and (2) \$25.00 fee per foot or any part thereof for which the pipeline shall run parallel to the county road within the county right-of-way, all such fees to be paid by Company with the Application, and in consideration of the County's granting permission to make use of the public county road lands above described for the purposes aforesaid, the undersigned Company agrees that such use shall be subject to the following terms, covenants and conditions, to-wit:

I.

The public's use of the public county road for travel shall be of primary importance. The rights granted to Applicant by subsequent acceptance and approval of this Application shall be subordinate to the rights of the public to use the road. It is expressly agreed to and understood by the Applicant that Fisher County does not hereby, and does not by any subsequent approval or granting of this Application for Permit, grant to Applicant any right, claim, title, or easement in, to under, upon, and/or across any public county road. No pipeline, main or line which is the subject of this Application shall ever be constructed, installed, laid, maintained, operated, used and/or repaired by the Applicant in such manner as to interfere with the use, operation, construction, maintenance, drainage or repair of the public road or roads, whether a county or state road, and in the event it shall develop that any pipeline, main or line which is the subject of this Application hereafter to be laid by the Applicant which in any manner interferes with the use, operation, construction, maintenance, drainage or repair of any existing public road, because of the depth at which the same has been laid, or for any other reason, the Applicant, upon request by the Commissioners' Court so to do, shall promptly change or alter, at Applicant's sole expense, such pipéline, main or line, in such manner that the same will no longer interfere with such use, operation, construction, maintenance, drainage or repair of the public county road. Applicant agrees to make all changes, alterations, and modifications to said pipeline, main or line which is the subject of this Application, as Fisher County may require in connection with any future use, operation, widening, alteration, relocation, drainage, and/or paving of any public county road, all at the cost and expense of the Applicant at no cost and expense to Fisher County.

It is understood that no pipeline, main or line shall ever be constructed, installed, laid, maintained, operated, used and/or repaired by Applicant in such a way or manner as to interfere with traffic, or so as to interfere with any drainage now or hereafter on or along such public road and that no pipeline, main or line shall ever be constructed, laid, maintained, operated, used and/or repaired by the Applicant in such a way as to constitute a danger or hazard, or to become a nuisance of any kind to anyone using any public road or living in the vicinity thereof.

III.

The Applicant agrees as to the public county road involved with this Application that it shall in no way enter upon any property hereby affected for the purpose of constructing, installing, laying, maintaining or repairing any pipeline, main or line now existing or hereafter to exist unless it shall have first submitted to the Commissioners' Court of Fisher County, plans, specifications, engineering drawing or profile, schematics, plat map, survey drawing and/or description (8.5" by 14" maximum size sheets) of construction, laying, maintenance or repair, as to fully describe the same.

IV.

Applicant shall give the County Commissioner of the Precinct in which is located the road crossing which is the subject of this Application, with reference to a public county road, and the Texas State Department of Transportation, with reference to a state highway or road, at least forty-eight (48) hours actual notice prior to the time of beginning of any work with reference to any such public road or highway. The County Commissioner of the Precinct in which is located the road crossing which is the subject of the Application, or the Commissioner's representative, must be at the job site of the crossing when the work begins, and upon completion of the crossing job must give approval that the public road right of way at the crossing has been returned to full use by the public to the satisfaction of the Commissioner.

V.

It is understood and agreed by Applicant that all pipelines, mains or lines crossing any public county road shall be either bored, tunneled, jacked, or driven under the entire portion of the public road right of way, and also for a minimum distance of 10 feet away from each road right of way line; and that the section of pipeline, main or line placed through boring shall extend the full width of the public road right of way and also an additional 10 feet away from each road right of way line; and that all pipelines, mains or lines under such road right of way shall be placed through an iron or another approved casing of approximately two inches larger in diameter than the pipeline; or as an alternative to casing, Applicant may install a heavier walled carrier pipe beneath the road right of way; provided, however, that in all instances the installation shall meet all the requirements of the Department of Transportation as set forth in Title 49, Code of Federal Regulations, Part 192, and/or those same, similar or equivalent regulations as adopted by Texas Railroad Commission and any other regulations and rules promulgated by the Texas Railroad Commission applicable to the constructing, installing, laying, maintaining, operating, using and/or repairing a pipeline, mains or lines for the transportation and conveyance of natural gas, oil and/or other hydrocarbons; and provided further that the County Commissioner in whose precinct the crossing is being made, with the concurrence of the Commissioners' Court, may require that the carrier pipe be cased beneath the roadway when in his opinion the best interests of Fisher County would be served thereby. Said pipeline, main or line shall be placed at such depth so that there is a minimum of 6 feet from the top of the casing, or from the top of the pipe if there is no casing, to the top of the surface material of the roadway; and so that there is a minimum of 3 feet from the top of the casing, or from the top of the pipe if there is no casing, to the bottom of the ditch(es) in the road right of way; and so that there is a minimum of 3 feet from the top of the casing, or from the top of the pipe if there is no casing, to the surface of the land for the entire 10 feet distance away from each road right of way line.

The Applicant agrees that prior to the constructing, installing, and/or laying of the pipeline, Applicant will obtain a permit (or permits) for the crossing described in this Application, from the Fisher County Office of Floodplain Administration concerning the Fisher County Flood Damage Prevention Order and concerning the development activity of constructing, installing, and/or laying of the pipeline. The Applicant further agrees that it will adhere to all County, State, and federal laws, statutes, codes, orders, rules and regulations applicable to the constructing, installing, laying maintaining, operating, using and/or repairing the pipeline that is the subject of this Application. The Applicant further agrees that prior to the construction, installation, and laying the pipeline that is the subject of this Application, Applicant shall obtain the right from all necessary landowners to enter and perform work on the real property of landowners adjacent to the public road to construct, install and lay the pipeline at the crossing described in this Application.

#### VII.

The Applicant agrees that Applicant and/or its contractor(s) shall provide and have in place all warning and traffic control signs and lights, barricades, flagmen when necessary, and safety signage prior to and at all times during the period of construction, installation, and/or laying of the pipeline at the crossing which is the subject of this Application, and as necessary prior to and at all times during maintenance and repair of the pipeline at the crossing.

#### VIII.

The Applicant agrees that, after the completion of the construction, installation, and/or laying of the pipeline at the crossing which is the subject of this Application, the Applicant will install and maintain permanent signs on each side of the public road right of way at the crossing, showing the current pipeline owner, the current emergency contact phone number for the owner, and identifying the product transported in the pipeline.

#### IX.

The Applicant agrees to save and hold harmless and indemnify Fisher County, Texas against any and all liability that Fisher County may have or appear to have to any person whomsoever by reason of any act or thing that Applicant, its agents, servants, employees and contractors may do or cause to be done in the premises concerning the crossing of the public road by the pipeline.

#### X.

In consideration of the granting of the privilege hereby petitioned and applied for, Applicant agrees that whenever it shall in any manner damage any County Road or other public structure by reason of any operation hereunder, it will immediately, at its own expense, restore the same to the condition that the same was in before the damage took place. Applicant further especially agrees that whenever the Fisher County Commissioners' Court shall notify it in writing that it, its agents, servants, employees and contractors have damaged any public county road, or other public structure, Applicant will commence the restoration thereof, in accordance with the terms hereof, within forty-eight (48) hours after the receipt of such notice, and prosecute such restoration to completion, diligently and continuously, and that in the event of Applicant's failure in such event to being such restoration or repair within the time aforesaid, or in the event of its failure to therefore prosecute the same to completion, diligently and continuously, the Commissioners' Court or its representative of said County, may take over the making of such restoration or repair with County employees, or through a private contractor, and complete and effect such repair or restoration at the expense of the Applicant, and that the action of the Fisher County Commissioners' Court, or its representative, in making such restoration or repair shall be binding upon the Applicant, and such Commissioners' Court estimate or statement of the cost and expense incurred in making such repair or restoration shall be final,

conclusive and binding upon the Applicant, and Applicant shall pay the cost incurred by Fisher County in making and/or completing the restoration or repairs.

XI.

It is agreed by Applicant that in the event Applicant enters upon any property hereby affected for the purpose of constructing, installing, laying, maintaining or repairing any pipeline, main or line of Applicant, now existing or hereafter to exist, in connection with any State road or highway, that Applicant shall comply with all conditions and requirements of the Texas State Department of Transportation or its authorized representative with reference to any matter pertaining to any such purposes.

XII.

It is further agreed that the subsequent order of the Fisher County Commissioners' Court granting and approving this Application shall be and does constitute acceptance on the part of the County of the offer hereby made, and said order and this Application shall constitute a contract between the parties hereto and shall be binding upon the Applicant, it's heirs, assignees, representatives and successors according to all the terms hereof.

XIII.

This Application for Pipeline Public Road Crossing Permit shall expire 180 days after the same is approved by the motion and order entered into Commissioners' Court Records of Fisher County, Texas. After expiration of the same, a new Application for Pipeline Public Road Crossing permit and payment of fees shall be required from the Applicant if the pipeline has not been installed prior to the expiration date of this permit.

IN WITNESS WHEREOF, the Applicant has caused this instrument to be executed on this the 25 day of www. 2019, but is considered to be effective as of March 8, 2018.

builtise i ipeime, LLC

By: Jack L. Belew

Title: Right of Way Supervisor

Address: P. O. Box 2619

Abilene, TX 79604

Phone: 325-704-4327

#### THE STATE OF TEXAS

#### COUNTY OF FISHER

BEFORE ME, the undersigned authority, on this day personally appeared <u>Jack L.Belew</u> known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the aforesaid <u>Sunrise Pipeline LLC</u>. a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

JANIE VENITA TUBBS Notary ID # 129187770 My Commission Expires November 1, 2020	Notary Public in and for
A CELON OF THE TH	Commission expire:

# ACTION OF THE FISHER COUNTY COMMISSIONERS' COURT CONCERNING THE APPLICATION

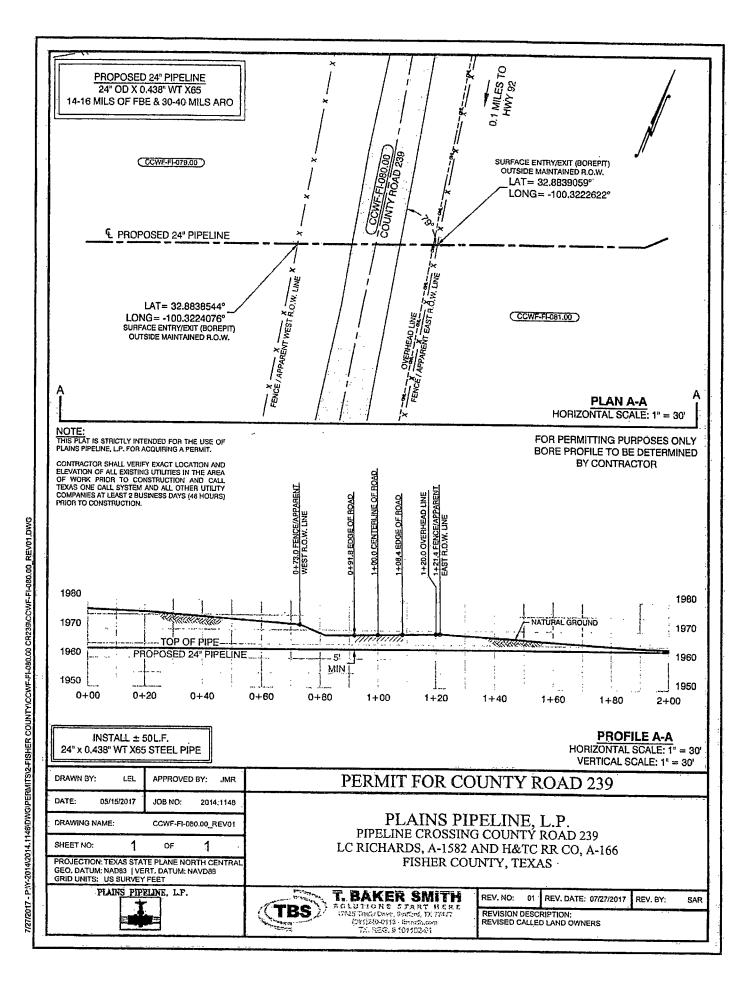
The foregoing Application is Approved and Granted by Order of the Fisher County Commissioners; Court on this the Library. 2019.

Ken Holt

Fisher County Judge

ATTEST:

Fisher County Clerk and Clerk of the Commissioners' Court



STATE OF TEXAS

COUNTY OF FISHER §

## APPLICATION FOR PIPELINE PUBLIC ROAD CROSSING PERMIT

TO: THE COMMISSIONERS' COURT OF FISHER COUNTY, TEXAS

GENTLEMEN:

ON THIS THE Hard day of Lib., 2019, the undersigned Sunrise Pipeline LLC, hereinafter, "Company" or "Applicant," does hereby make application to Fisher County, Texas for the purposes of constructing, installing, laying, maintaining, operating, using and/or repairing a pipeline, mains or lines for the transportation and conveyance of natural gas, oil, and/or other hydrocarbons across and under a public road of Fisher County, Texas over which the Fisher County Commissioners' Court has jurisdiction and the obligation to maintain in good repair for the purpose of use and travel by the public, the location of said crossing and the name of the public county road as shown on the engineering drawing or profile, schematic, plat map and/or survey drawing supplied by the Applicant (8.5" by 14" maximum size sheets), attached hereto and made a part hereof.

In consideration of payment of a \$1,000.00 application fee, plus a \$5,000.00 penalty fee if construction and/or installation of the said pipeline in the public county road has begun prior to this Application be approved by Fisher County Commissioners' Court and the further consideration of: (1) payment of a \$25.00 fee per foot or any part thereof for any part of a crossing; and (2) \$25.00 fee per foot or any part thereof for which the pipeline shall run parallel to the county road within the county right-of-way, all such fees to be paid by Company with the Application, and in consideration of the County's granting permission to make use of the public county road lands above described for the purposes aforesaid, the undersigned Company agrees that such use shall be subject to the following terms, covenants and conditions, to-wit:

I.

The public's use of the public county road for travel shall be of primary importance. The rights granted to Applicant by subsequent acceptance and approval of this Application shall be subordinate to the rights of the public to use the road. It is expressly agreed to and understood by the Applicant that Fisher County does not hereby, and does not by any subsequent approval or granting of this Application for Permit, grant to Applicant any right, claim. title, or easement in, to under, upon, and/or across any public county road. No pipeline, main or line which is the subject of this Application shall ever be constructed, installed, laid, maintained, operated, used and/or repaired by the Applicant in such manner as to interfere with the use, operation, construction, maintenance, drainage or repair of the public road or roads, whether a county or state road, and in the event it shall develop that any pipeline, main or line which is the subject of this Application hereafter to be laid by the Applicant which in any manner interferes with the use, operation, construction, maintenance, drainage or repair of any existing public road, because of the depth at which the same has been laid, or for any other reason, the Applicant, upon request by the Commissioners' Court so to do, shall promptly change or alter, at Applicant's sole expense, such pipeline, main or line, in such manner that the same will no longer interfere with such use, operation, construction, maintenance, drainage or repair of the public county road. Applicant agrees to make all changes, alterations, and modifications to said pipeline, main or line which is the subject of this Application, as Fisher County may require in connection with any future use, operation, widening, alteration, relocation, drainage, and/or paving of any public county road, all at the cost and expense of the Applicant at no cost and expense to Fisher County.

It is understood that no pipeline, main or line shall ever be constructed, installed, laid, maintained, operated, used and/or repaired by Applicant in such a way or manner as to interfere with traffic, or so as to interfere with any drainage now or hereafter on or along such public road and that no pipeline, main or line shall ever be constructed, laid, maintained, operated, used and/or repaired by the Applicant in such a way as to constitute a danger or hazard, or to become a nuisance of any kind to anyone using any public road or living in the vicinity thereof.

Ш.

The Applicant agrees as to the public county road involved with this Application that it shall in no way enter upon any property hereby affected for the purpose of constructing, installing, laying, maintaining or repairing any pipeline, main or line now existing or hereafter to exist unless it shall have first submitted to the Commissioners' Court of Fisher County, plans, specifications, engineering drawing or profile, schematics, plat map, survey drawing and/or description (8.5" by 14" maximum size sheets) of construction, laying, maintenance or repair, as to fully describe the same.

IV.

Applicant shall give the County Commissioner of the Precinct in which is located the road crossing which is the subject of this Application, with reference to a public county road, and the Texas State Department of Transportation, with reference to a state highway or road, at least forty-eight (48) hours actual notice prior to the time of beginning of any work with reference to any such public road or highway. The County Commissioner of the Precinct in which is located the road crossing which is the subject of the Application, or the Commissioner's representative, must be at the job site of the crossing when the work begins, and upon completion of the crossing job must give approval that the public road right of way at the crossing has been returned to full use by the public to the satisfaction of the Commissioner.

٧.

It is understood and agreed by Applicant that all pipelines, mains or lines crossing any public county road shall be either bored, tunneled, jacked, or driven under the entire portion of the public road right of way, and also for a minimum distance of 10 feet away from each road right of way line; and that the section of pipeline, main or line placed through boring shall extend the full width of the public road right of way and also an additional 10 feet away from each road right of way line; and that all pipelines, mains or lines under such road right of way shall be placed through an iron or another approved casing of approximately two inches larger in diameter than the pipeline; or as an alternative to casing, Applicant may install a heavier walled carrier pipe beneath the road right of way; provided, however, that in all instances the installation shall meet all the requirements of the Department of Transportation as set forth in Title 49, Code of Federal Regulations, Part 192, and/or those same, similar or equivalent regulations as adopted by Texas Railroad Commission and any other regulations and rules promulgated by the Texas Railroad Commission applicable to the constructing, installing, laying, maintaining, operating, using and/or repairing a pipeline, mains or lines for the transportation and conveyance of natural gas, oil and/or other hydrocarbons; and provided further that the County Commissioner in whose precinct the crossing is being made, with the concurrence of the Commissioners' Court, may require that the carrier pipe be cased beneath the roadway when in his opinion the best interests of Fisher County would be served thereby. Said pipeline, main or line shall be placed at such depth so that there is a minimum of 6 feet from the top of the casing, or from the top of the pipe if there is no casing, to the top of the surface material of the roadway; and so that there is a minimum of 3 feet from the top of the casing, or from the top of the pipe if there is no casing, to the bottom of the ditch(es) in the road right of way; and so that there is a minimum of 3 feet from the top of the casing, or from the top of the pipe if there is no casing, to the surface of the land for the entire 10 feet distance away from each road right of way line.

The Applicant agrees that prior to the constructing, installing, and/or laying of the pipeline, Applicant will obtain a permit (or permits) for the crossing described in this Application, from the Fisher County Office of Floodplain Administration concerning the Fisher County Flood Damage Prevention Order and concerning the development activity of constructing, installing, and/or laying of the pipeline. The Applicant further agrees that it will adhere to all County, State, and federal laws, statutes, codes, orders, rules and regulations applicable to the constructing, installing, laying maintaining, operating, using and/or repairing the pipeline that is the subject of this Application. The Applicant further agrees that prior to the construction, installation, and laying the pipeline that is the subject of this Application, Applicant shall obtain the right from all necessary landowners to enter and perform work on the real property of landowners adjacent to the public road to construct, install and lay the pipeline at the crossing described in this Application.

#### VII.

The Applicant agrees that Applicant and/or its contractor(s) shall provide and have in place all warning and traffic control signs and lights, barricades, flagmen when necessary, and safety signage prior to and at all times during the period of construction, installation, and/or laying of the pipeline at the crossing which is the subject of this Application, and as necessary prior to and at all times during maintenance and repair of the pipeline at the crossing.

#### VIII.

The Applicant agrees that, after the completion of the construction, installation, and/or laying of the pipeline at the crossing which is the subject of this Application, the Applicant will install and maintain permanent signs on each side of the public road right of way at the crossing, showing the current pipeline owner, the current emergency contact phone number for the owner, and identifying the product transported in the pipeline.

#### IX.

The Applicant agrees to save and hold harmless and indemnify Fisher County, Texas against any and all liability that Fisher County may have or appear to have to any person whomsoever by reason of any act or thing that Applicant, its agents, servants, employees and contractors may do or cause to be done in the premises concerning the crossing of the public road by the pipeline.

#### X.

In consideration of the granting of the privilege hereby petitioned and applied for, Applicant agrees that whenever it shall in any manner damage any County Road or other public structure by reason of any operation hereunder, it will immediately, at its own expense, restore the same to the condition that the same was in before the damage took place. Applicant further especially agrees that whenever the Fisher County Commissioners' Court shall notify it in structure, Applicant will commence the restoration thereof, in accordance with the terms hereof, within forty-eight (48) hours after the receipt of such notice, and prosecute such restoration to completion, diligently and continuously, and that in the event of Applicant's failure in such event to being such restoration or repair within the time aforesaid, or in the event of its failure to therefore prosecute the same to completion, diligently and continuously, the Commissioners' Court or its representative of said County, may take over the making of such restoration or repair with County employees, or through a private contractor, and complete and effect such repair or restoration at the expense of the Applicant, and that the action of the Fisher County Commissioners' Court, or its representative, in making such restoration or repair shall be binding upon the Applicant, and such Commissioners' Court estimate or statement of the cost and expense incurred in making such repair or restoration shall be final,

conclusive and binding upon the Applicant, and Applicant shall pay the cost incurred by Fisher County in making and/or completing the restoration or repairs.

XI.

It is agreed by Applicant that in the event Applicant enters upon any property hereby affected for the purpose of constructing, installing, laying, maintaining or repairing any pipeline, main or line of Applicant, now existing or hereafter to exist, in connection with any State road or highway, that Applicant shall comply with all conditions and requirements of the Texas State Department of Transportation or its authorized representative with reference to any matter pertaining to any such purposes.

XII.

It is further agreed that the subsequent order of the Fisher County Commissioners' Court granting and approving this Application shall be and does constitute acceptance on the part of the County of the offer hereby made, and said order and this Application shall constitute a contract between the parties hereto and shall be binding upon the Applicant, it's heirs, assignees, representatives and successors according to all the terms hereof.

XIII.

This Application for Pipeline Public Road Crossing Permit shall expire 180 days after the same is approved by the motion and order entered into Commissioners' Court Records of Fisher County, Texas. After expiration of the same, a new Application for Pipeline Public Road Crossing permit and payment of fees shall be required from the Applicant if the pipeline has not been installed prior to the expiration date of this permit.

IN WITNESS WHEREOF, the Applicant has caused this instrument to be executed on this the 25th day of 2019, but is considered to be effective as of March 8, 2018.

Sunrise Pipeline, LLC

By: Jack L. Belew

Title: Right of Way Supervisor

Address: P.O. Box 2619

Abilene, TX 79604

Phone: 325-704-4327

#### THE STATE OF TEXAS

#### COUNTY OF FISHER

BEFORE ME, the undersigned authority, on this day personally appeared <u>Jack L.Belew</u> known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the aforesaid <u>Sunrise Pipeline LLC</u>. a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

JANIE VENITA TUBBS
Notary ID # 129187770
My Commission Expires
November 1, 2020

Commission expire:

Commission expire:

Commission expire:

# ACTION OF THE FISHER COUNTY COMMISSIONERS' COURT CONCERNING THE APPLICATION

The foregoing Application is Approved and Granted by Order of the Fisher County Commissioners; Court on this the day of 1500000. 2019.

Ken Holt

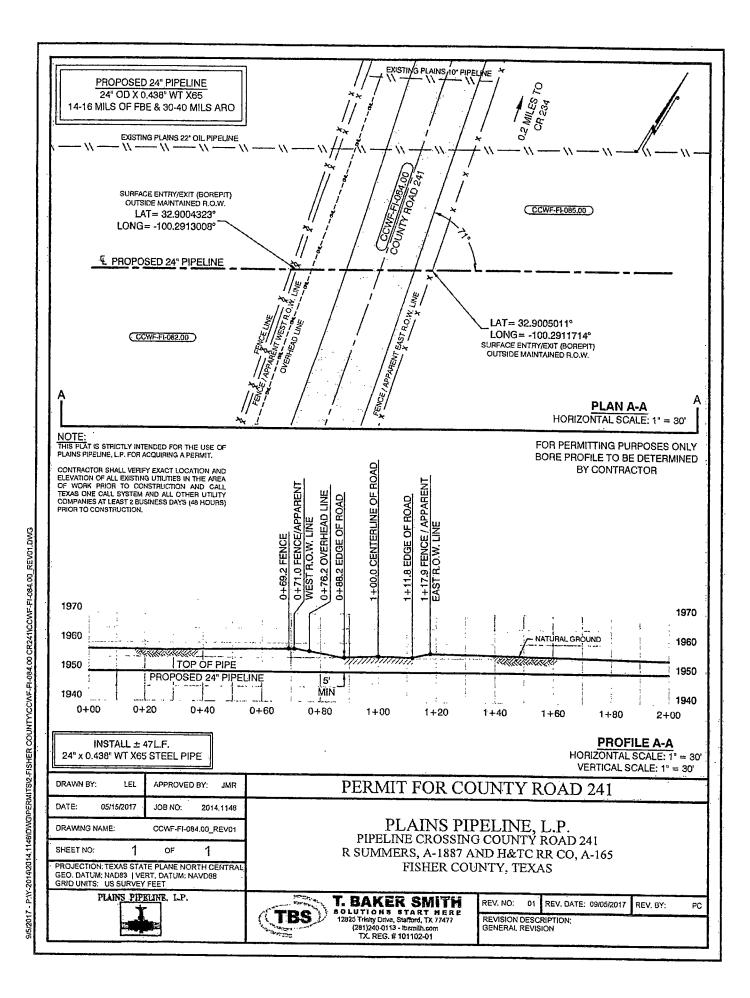
Fisher County Judge

ATTEST:

Fisher County Clerk and

Clerk of the Commissioners' Court

OF FISHER COUNTY TEE



STATE OF TEXAS

COUNTY OF FISHER §

## APPLICATION FOR PIPELINE PUBLIC ROAD CROSSING PERMIT

TO: THE COMMISSIONERS' COURT OF FISHER COUNTY, TEXAS

#### GENTLEMEN:

ON THIS THE 25 day of 2019, the undersigned Sunrise Pipeline LLC, hereinafter, "Company" or "Applicant," does hereby make application to Fisher County, Texas for the purposes of constructing, installing, laying, maintaining, operating, using and/or repairing a pipeline, mains or lines for the transportation and conveyance of natural gas, oil, and/or other hydrocarbons across and under a public road of Fisher County, Texas over which the Fisher County Commissioners' Court has jurisdiction and the obligation to maintain in good repair for the purpose of use and travel by the public, the location of said crossing and the name of the public county road as shown on the engineering drawing or profile, schematic, plat map and/or survey drawing supplied by the Applicant (8.5" by 14" maximum size sheets), attached hereto and made a part hereof.

In consideration of payment of a \$1,000.00 application fee, plus a \$5,000.00 penalty fee if construction and/or installation of the said pipeline in the public county road has begun prior to this Application be approved by Fisher County Commissioners' Court and the further consideration of: (1) payment of a \$25.00 fee per foot or any part thereof for any part of a crossing; and (2) \$25.00 fee per foot or any part thereof for which the pipeline shall run parallel to the county road within the county right-of-way, all such fees to be paid by Company with the Application, and in consideration of the County's granting permission to make use of the public county road lands above described for the purposes aforesaid, the undersigned Company agrees that such use shall be subject to the following terms, covenants and conditions, to-wit:

I.

The public's use of the public county road for travel shall be of primary importance. The rights granted to Applicant by subsequent acceptance and approval of this Application shall be subordinate to the rights of the public to use the road. It is expressly agreed to and understood by the Applicant that Fisher County does not hereby, and does not by any subsequent approval or granting of this Application for Permit, grant to Applicant any right, claim, title, or easement in, to under, upon, and/or across any public county road. No pipeline, main or line which is the subject of this Application shall ever be constructed, installed, laid, maintained, operated, used and/or repaired by the Applicant in such manner as to interfere with the use, operation, construction, maintenance, drainage or repair of the public road or roads, whether a county or state road, and in the event it shall develop that any pipeline, main or line which is the subject of this Application hereafter to be laid by the Applicant which in any manner interferes with the use, operation, construction, maintenance, drainage or repair of any existing public road, because of the depth at which the same has been laid, or for any other reason, the Applicant, upon request by the Commissioners' Court so to do, shall promptly change or alter, at Applicant's sole expense, such pipeline, main or line, in such manner that the same will no longer interfere with such use, operation, construction, maintenance, drainage or repair of the public county road. Applicant agrees to make all changes, alterations, and modifications to said pipeline, main or line which is the subject of this Application, as Fisher County may require in connection with any future use, operation, widening, alteration, relocation, drainage, and/or paving of any public county road, all at the cost and expense of the Applicant at no cost and expense to Fisher County.

It is understood that no pipeline, main or line shall ever be constructed, installed, laid, maintained, operated, used and/or repaired by Applicant in such a way or manner as to interfere with traffic, or so as to interfere with any drainage now or hereafter on or along such public road and that no pipeline, main or line shall ever be constructed, laid, maintained, operated, used and/or repaired by the Applicant in such a way as to constitute a danger or hazard, or to become a nuisance of any kind to anyone using any public road or living in the vicinity thereof.

Ш.

The Applicant agrees as to the public county road involved with this Application that it shall in no way enter upon any property hereby affected for the purpose of constructing, installing, laying, maintaining or repairing any pipeline, main or line now existing or hereafter to exist unless it shall have first submitted to the Commissioners' Court of Fisher County, plans, specifications, engineering drawing or profile, schematics, plat map, survey drawing and/or description (8.5" by 14" maximum size sheets) of construction, laying, maintenance or repair, as to fully describe the same.

IV.

Applicant shall give the County Commissioner of the Precinct in which is located the road crossing which is the subject of this Application, with reference to a public county road, and the Texas State Department of Transportation, with reference to a state highway or road, at least forty-eight (48) hours actual notice prior to the time of beginning of any work with reference to any such public road or highway. The County Commissioner of the Precinct in which is located the road crossing which is the subject of the Application, or the Commissioner's representative, must be at the job site of the crossing when the work begins, and upon completion of the crossing job must give approval that the public road right of way at the crossing has been returned to full use by the public to the satisfaction of the Commissioner.

٧.

It is understood and agreed by Applicant that all pipelines, mains or lines crossing any public county road shall be either bored, tunneled, jacked, or driven under the entire portion of the public road right of way, and also for a minimum distance of 10 feet away from each road right of way line; and that the section of pipeline, main or line placed through boring shall extend the full width of the public road right of way and also an additional 10 feet away from each road right of way line; and that all pipelines, mains or lines under such road right of way shall be placed through an iron or another approved casing of approximately two inches larger in diameter than the pipeline; or as an alternative to casing, Applicant may install a heavier walled carrier pipe beneath the road right of way; provided, however, that in all instances the installation shall meet all the requirements of the Department of Transportation as set forth in Title 49, Code of Federal Regulations, Part 192, and/or those same, similar or equivalent regulations as adopted by Texas Railroad Commission and any other regulations and rules promulgated by the Texas Railroad Commission applicable to the constructing, installing, laying, maintaining, operating, using and/or repairing a pipeline, mains or lines for the transportation and conveyance of natural gas, oil and/or other hydrocarbons; and provided further that the County Commissioner in whose precinct the crossing is being made, with the concurrence of the Commissioners' Court, may require that the carrier pipe be cased beneath the roadway when in his opinion the best interests of Fisher County would be served thereby. Said pipeline, main or line shall be placed at such depth so that there is a minimum of 6 feet from the top of the casing, or from the top of the pipe if there is no casing, to the top of the surface material of the roadway; and so that there is a minimum of 3 feet from the top of the casing, or from the top of the pipe if there is no casing, to the bottom of the ditch(es) in the road right of way; and so that there is a minimum of 3 feet from the top of the casing, or from the top of the pipe if there is no casing, to the surface of the land for the entire 10 feet distance away from each road right of way line.

The Applicant agrees that prior to the constructing, installing, and/or laying of the pipeline, Applicant will obtain a permit (or permits) for the crossing described in this Application, from the Fisher County Office of Floodplain Administration concerning the Fisher County Flood Damage Prevention Order and concerning the development activity of constructing, installing, and/or laying of the pipeline. The Applicant further agrees that it will adhere to all County, State, and federal laws, statutes, codes, orders, rules and regulations applicable to the constructing, installing, laying maintaining, operating, using and/or repairing the pipeline that is the subject of this Application. The Applicant further agrees that prior to the construction, installation, and laying the pipeline that is the subject of this Application, Applicant shall obtain the right from all necessary landowners to enter and perform work on the real property of landowners adjacent to the public road to construct, install and lay the pipeline at the crossing described in this Application.

#### VII.

The Applicant agrees that Applicant and/or its contractor(s) shall provide and have in place all warning and traffic control signs and lights, barricades, flagmen when necessary, and safety signage prior to and at all times during the period of construction, installation, and/or laying of the pipeline at the crossing which is the subject of this Application, and as necessary prior to and at all times during maintenance and repair of the pipeline at the crossing.

#### VIII.

The Applicant agrees that, after the completion of the construction, installation, and/or laying of the pipeline at the crossing which is the subject of this Application, the Applicant will install and maintain permanent signs on each side of the public road right of way at the crossing, showing the current pipeline owner, the current emergency contact phone number for the owner, and identifying the product transported in the pipeline.

#### IX.

The Applicant agrees to save and hold harmless and indemnify Fisher County, Texas against any and all liability that Fisher County may have or appear to have to any person whomsoever by reason of any act or thing that Applicant, its agents, servants, employees and contractors may do or cause to be done in the premises concerning the crossing of the public road by the pipeline.

#### X.

In consideration of the granting of the privilege hereby petitioned and applied for, Applicant agrees that whenever it shall in any manner damage any County Road or other public structure by reason of any operation hereunder, it will immediately, at its own expense, restore the same to the condition that the same was in before the damage took place. Applicant further especially agrees that whenever the Fisher County Commissioners' Court shall notify it in writing that it, its agents, servants, employees and contractors have damaged any public county road, or other public structure, Applicant will commence the restoration thereof, in accordance with the terms hereof, within forty-eight (48) hours after the receipt of such notice, and prosecute such restoration to completion, diligently and continuously, and that in the event of Applicant's failure in such event to being such restoration or repair within the time aforesaid, or in the event of its failure to therefore prosecute the same to completion, diligently and continuously, the Commissioners' Court or its representative of said County, may take over the making of such restoration or repair with County employees, or through a private contractor, and complete and effect such repair or restoration at the expense of the Applicant, and that the action of the Fisher County Commissioners' Court, or its representative, in making such restoration or repair shall be binding upon the Applicant, and such Commissioners' Court estimate or statement of the cost and expense incurred in making such repair or restoration shall be final,

conclusive and binding upon the Applicant, and Applicant shall pay the cost incurred by Fisher County in making and/or completing the restoration or repairs.

XI.

It is agreed by Applicant that in the event Applicant enters upon any property hereby affected for the purpose of constructing, installing, laying, maintaining or repairing any pipeline, main or line of Applicant, now existing or hereafter to exist, in connection with any State road or highway, that Applicant shall comply with all conditions and requirements of the Texas State Department of Transportation or its authorized representative with reference to any matter pertaining to any such purposes.

XII.

It is further agreed that the subsequent order of the Fisher County Commissioners' Court granting and approving this Application shall be and does constitute acceptance on the part of the County of the offer hereby made, and said order and this Application shall constitute a contract between the parties hereto and shall be binding upon the Applicant, it's heirs, assignees, representatives and successors according to all the terms hereof.

XIII.

This Application for Pipeline Public Road Crossing Permit shall expire 180 days after the same is approved by the motion and order entered into Commissioners' Court Records of Fisher County, Texas. After expiration of the same, a new Application for Pipeline Public Road Crossing permit and payment of fees shall be required from the Applicant if the pipeline has not been installed prior to the expiration date of this permit.

IN WITNESS WHEREOF, the Applicant has caused this instrument to be executed on this the day of Solution, 2019, but is considered to be effective as of March 8, 2018.

Sunrise Pipeline, LLC

By: Jack L. Belew

Title: Right of Way Supervisor

Address: P. O. Box 2619

Abilene, TX 79604

Phone: 325-704-4327

#### THE STATE OF TEXAS

#### COUNTY OF FISHER

BEFORE ME, the undersigned authority, on this day personally appeared <u>Jack L.Belew</u> known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the aforesaid <u>Sunrise Pipeline LLC</u>. a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the day of Jellian, 2019.

JANIE VENITA TUBBS
Notary ID # 129187770
My Commission Expires
November 1, 2020

Notary Public in and for
County, Texas

Commission expire:

# ACTION OF THE FISHER COUNTY COMMISSIONERS' COURT CONCERNING THE APPLICATION

The foregoing Application is Approved and Granted by Order of the Fisher County Commissioners; Court on this the 25 day of 1000000. 2019.

Ken Holt

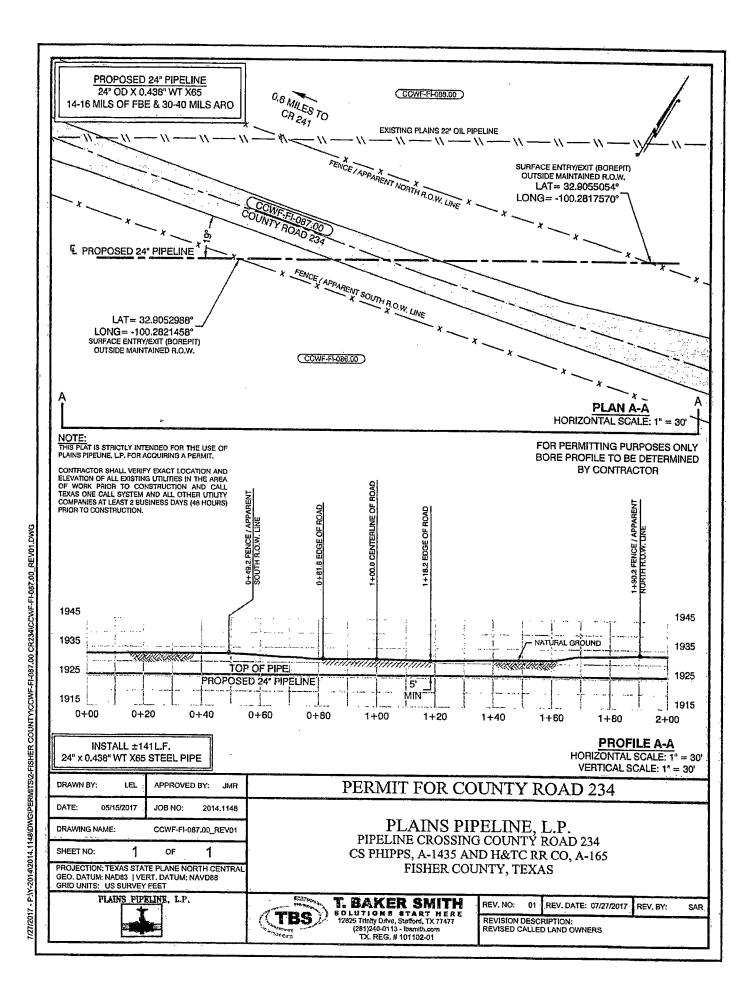
Fisher County Judge

ATTEST:

risher County Clerk and

Clerk of the Commissioners' Court

OF FISHER COUNTY



STATE OF TEXAS §
COUNTY OF FISHER §

# APPLICATION FOR PIPELINE PUBLIC ROAD CROSSING PERMIT

TO: THE COMMISSIONERS' COURT OF FISHER COUNTY, TEXAS

#### GENTLEMEN:

ON THIS THE day of 0, 2019, the undersigned Sunrise Pipeline LLC, hereinafter, "Company" or "Applicant," does hereby make application to Fisher County, Texas for the purposes of constructing, installing, laying, maintaining, operating, using and/or repairing a pipeline, mains or lines for the transportation and conveyance of natural gas, oil, and/or other hydrocarbons across and under a public road of Fisher County, Texas over which the Fisher County Commissioners' Court has jurisdiction and the obligation to maintain in good repair for the purpose of use and travel by the public, the location of said crossing and the name of the public county road as shown on the engineering drawing or profile, schematic, plat map and/or survey drawing supplied by the Applicant (8.5" by 14" maximum size sheets), attached hereto and made a part hereof.

In consideration of payment of a \$1,000.00 application fee, plus a \$5,000.00 penalty fee if construction and/or installation of the said pipeline in the public county road has begun prior to this Application be approved by Fisher County Commissioners' Court and the further consideration of: (1) payment of a \$25.00 fee per foot or any part thereof for any part of a crossing; and (2) \$25.00 fee per foot or any part thereof for which the pipeline shall run parallel to the county road within the county right-of-way, all such fees to be paid by Company with the Application, and in consideration of the County's granting permission to make use of the public county road lands above described for the purposes aforesaid, the undersigned Company agrees that such use shall be subject to the following terms, covenants and conditions, to-wit:

I.

The public's use of the public county road for travel shall be of primary importance. The rights granted to Applicant by subsequent acceptance and approval of this Application shall be subordinate to the rights of the public to use the road. It is expressly agreed to and understood by the Applicant that Fisher County does not hereby, and does not by any subsequent approval or granting of this Application for Permit, grant to Applicant any right, claim, title, or easement in, to under, upon, and/or across any public county road. No pipeline, main or line which is the subject of this Application shall ever be constructed, installed, laid, maintained, operated, used and/or repaired by the Applicant in such manner as to interfere with the use, operation, construction, maintenance, drainage or repair of the public road or roads, whether a county or state road, and in the event it shall develop that any pipeline, main or line which is the subject of this Application hereafter to be laid by the Applicant which in any manner interferes with the use, operation, construction, maintenance, drainage or repair of any existing public road, because of the depth at which the same has been laid, or for any other reason, the Applicant, upon request by the Commissioners' Court so to do, shall promptly change or alter, at Applicant's sole expense, such pipeline, main or line, in such manner that the same will no longer interfere with such use, operation, construction, maintenance, drainage or repair of the public county road. Applicant agrees to make all changes, alterations, and modifications to said pipeline, main or line which is the subject of this Application, as Fisher County may require in connection with any future use, operation, widening, alteration, relocation, drainage, and/or paving of any public county road, all at the cost and expense of the Applicant at no cost and expense to Fisher County.

It is understood that no pipeline, main or line shall ever be constructed, installed, laid, maintained, operated, used and/or repaired by Applicant in such a way or manner as to interfere with traffic, or so as to interfere with any drainage now or hereafter on or along such public road and that no pipeline, main or line shall ever be constructed, laid, maintained, operated, used and/or repaired by the Applicant in such a way as to constitute a danger or hazard, or to become a nuisance of any kind to anyone using any public road or living in the vicinity thereof.

III.

The Applicant agrees as to the public county road involved with this Application that it shall in no way enter upon any property hereby affected for the purpose of constructing, installing, laying, maintaining or repairing any pipeline, main or line now existing or hereafter to exist unless it shall have first submitted to the Commissioners' Court of Fisher County, plans, specifications, engineering drawing or profile, schematics, plat map, survey drawing and/or description (8.5" by 14" maximum size sheets) of construction, laying, maintenance or repair, as to fully describe the same.

IV.

Applicant shall give the County Commissioner of the Precinct in which is located the road crossing which is the subject of this Application, with reference to a public county road, and the Texas State Department of Transportation, with reference to a state highway or road, at least forty-eight (48) hours actual notice prior to the time of beginning of any work with reference to any such public road or highway. The County Commissioner of the Precinct in which is located the road crossing which is the subject of the Application, or the Commissioner's representative, must be at the job site of the crossing when the work begins, and upon completion of the crossing job must give approval that the public road right of way at the crossing has been returned to full use by the public to the satisfaction of the Commissioner.

V.

It is understood and agreed by Applicant that all pipelines, mains or lines crossing any public county road shall be either bored, tunneled, jacked, or driven under the entire portion of the public road right of way, and also for a minimum distance of 10 feet away from each road right of way line; and that the section of pipeline, main or line placed through boring shall extend the full width of the public road right of way and also an additional 10 feet away from each road right of way line; and that all pipelines, mains or lines under such road right of way shall be placed through an iron or another approved casing of approximately two inches larger in diameter than the pipeline; or as an alternative to casing, Applicant may install a heavier walled carrier pipe beneath the road right of way; provided, however, that in all instances the installation shall meet all the requirements of the Department of Transportation as set forth in Title 49, Code of Federal Regulations, Part 192, and/or those same, similar or equivalent regulations as adopted by Texas Railroad Commission and any other regulations and rules promulgated by the Texas Railroad Commission applicable to the constructing, installing, laying, maintaining, operating, using and/or repairing a pipeline, mains or lines for the transportation and conveyance of natural gas, oil and/or other hydrocarbons; and provided further that the County Commissioner in whose precinct the crossing is being made, with the concurrence of the Commissioners' Court, may require that the carrier pipe be cased beneath the roadway when in his opinion the best interests of Fisher County would be served thereby. Said pipeline, main or line shall be placed at such depth so that there is a minimum of 6 feet from the top of the easing, or from the top of the pipe if there is no casing, to the top of the surface material of the roadway; and so that there is a minimum of 3 feet from the top of the casing, or from the top of the pipe if there is no casing, to the bottom of the ditch(es) in the road right of way; and so that there is a minimum of 3 feet from the top of the casing, or from the top of the pipe if there is no casing, to the surface of the land for the entire 10 feet distance away from each road right of way line.

The Applicant agrees that prior to the constructing, installing, and/or laying of the pipeline, Applicant will obtain a permit (or permits) for the crossing described in this Application, from the Fisher County Office of Floodplain Administration concerning the Fisher County Flood Damage Prevention Order and concerning the development activity of constructing, installing, and/or laying of the pipeline. The Applicant further agrees that it will adhere to all County, State, and federal laws, statutes, codes, orders, rules and regulations applicable to the constructing, installing, laying maintaining, operating, using and/or repairing the pipeline that is the subject of this Application. The Applicant further agrees that prior to the construction, installation, and laying the pipeline that is the subject of this Application, Applicant shall obtain the right from all necessary landowners to enter and perform work on the real property of landowners adjacent to the public road to construct, install and lay the pipeline at the crossing described in this Application.

### VII.

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#### VIII.

The Applicant agrees that, after the completion of the construction, installation, and/or laying of the pipeline at the crossing which is the subject of this Application, the Applicant will install and maintain permanent signs on each side of the public road right of way at the crossing, showing the current pipeline owner, the current emergency contact phone number for the owner, and identifying the product transported in the pipeline.

## IX.

The Applicant agrees to save and hold harmless and indemnify Fisher County, Texas against any and all liability that Fisher County may have or appear to have to any person whomsoever by reason of any act or thing that Applicant, its agents, servants, employees and contractors may do or cause to be done in the premises concerning the crossing of the public road by the pipeline.

#### X.

In consideration of the granting of the privilege hereby petitioned and applied for, Applicant agrees that whenever it shall in any manner damage any County Road or other public structure by reason of any operation hereunder, it will immediately, at its own expense, restore the same to the condition that the same was in before the damage took place. Applicant further especially agrees that whenever the Fisher County Commissioners' Court shall notify it in writing that it, its agents, servants, employees and contractors have damaged any public county road, or other public structure, Applicant will commence the restoration thereof, in accordance with the terms hereof, within forty-eight (48) hours after the receipt of such notice, and prosecute such restoration to completion, diligently and continuously, and that in the event of Applicant's failure in such event to being such restoration or repair within the time aforesaid, or in the event of its failure to therefore prosecute the same to completion, diligently and continuously, the Commissioners' Court or its representative of said County, may take over the making of such restoration or repair with County employees, or through a private contractor, and complete and effect such repair or restoration at the expense of the Applicant, and that the action of the Fisher County Commissioners' Court, or its representative, in making such restoration or repair shall be binding upon the Applicant, and such Commissioners' Court estimate or statement of the cost and expense incurred in making such repair or restoration shall be final,

conclusive and binding upon the Applicant, and Applicant shall pay the cost incurred by Fisher County in making and/or completing the restoration or repairs.

XI.

It is agreed by Applicant that in the event Applicant enters upon any property hereby affected for the purpose of constructing, installing, laying, maintaining or repairing any pipeline, main or line of Applicant, now existing or hereafter to exist, in connection with any State road or highway, that Applicant shall comply with all conditions and requirements of the Texas State Department of Transportation or its authorized representative with reference to any matter pertaining to any such purposes.

XII.

It is further agreed that the subsequent order of the Fisher County Commissioners' Court granting and approving this Application shall be and does constitute acceptance on the part of the County of the offer hereby made, and said order and this Application shall constitute a contract between the parties hereto and shall be binding upon the Applicant, it's heirs, assignees, representatives and successors according to all the terms hereof.

XIII.

This Application for Pipeline Public Road Crossing Permit shall expire 180 days after the same is approved by the motion and order entered into Commissioners' Court Records of Fisher County, Texas. After expiration of the same, a new Application for Pipeline Public Road Crossing permit and payment of fees shall be required from the Applicant if the pipeline has not been installed prior to the expiration date of this permit.

IN WITNESS WHEREOF, the Applicant has caused this instrument to be executed on this the day of the Druffel, 2019, but is considered to be effective as of March 8, 2018.

Sunrise Pipeline, LLC

By: Jack L. Belew

Title: Right of Way Supervisor

Address: P. O. Box 2619

Abilene, TX 79604

Phone: 325-704-4327

THE STATE OF TEXAS

COUNTY OF FISHER

BEFORE ME, the undersigned authority, on this day personally appeared <u>Jack L.Belew</u> known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the aforesaid <u>Sunrise Pipeline LLC</u>. a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

JANIE VENITA TUBBS
Notary ID # 129187770
My Commission Expires
November 1, 2020

Commission expire:

Commission expire:

ACTION OF THE FISHER COUNTY COMMISSIONERS' COURT CONCERNING THE APPLICATION

The foregoing Application is Approved and Granted by Order of the Fisher County Commissioners; Court on this the 25 day of Albruard. 2019.

Ken Holt

Fisher County Judge

ATTEST:

Fisher County Clerk and

Clerk of the Commissioners' Court

