

*05/15/2024 11:40
PPYR: 05/2024 LO

TREASURER RECEIPT
ATASCOSA COUNTY
STATE OF TEXAS

RECEIPT NO: 129802

PAGE: 1

* ORIGINAL *

FROM: 903145

TEXAS AMERICAN RESOURCES
201 WEST 5TH ST SUITE 1300
AUSTIN TX 78701

ACCT NAME

ROAD BORE PERMITS

ACCOUNT NO. ITEM DESCRIPTION

023-300-368 CK#6845303708/PIPELI SSB MULT

ITEM AMOUNT

500.00

**FEE PAYMENTS ARE
NON-REFUNDABLE**

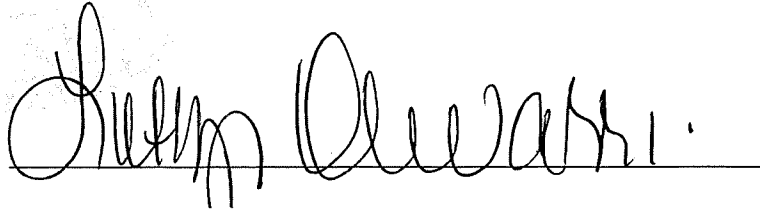
RECEIPT TOTAL: -----

500.00

AMOUNTS WERE RECEIVED AS PAYMENT TYPE(S):

500.00 CHECKS

TREASURER OF ATASCOSA COUNTY, TEXAS



129802

County Road

Commissioner Pct. No. 3

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 7th day of May, 20 24 A.D., the undersigned TEXAS American Resources Company "Company", does hereby make application to use the hereinafter described lands belonging to Atascosa County, Texas, for the purposes of constructing, maintaining, operating or repairing mains or lines for the transportation of natural gas or other hydrocarbons across said lands as shown on plat attached hereto and made a part hereof.

In consideration of the \$500.00 application fee, plus a \$5,000 penalty fee if said pipeline has been installed prior to this application being presented to and approved by Atascosa County Commissioners Court and the further consideration of: (1) \$32.00 per yard or any part thereof for any part of a crossing exceeding fifty (50) feet; (2) \$250 for any amendment of this permit; and (3) \$200.00 for each 6 month extension of this permit to be paid by Company and the County's granting permission to make use of the 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.

No main or line shall ever be laid or maintained by the Applicant in such manner as to interfere with the construction, maintenance or repair of roads, (STATE or COUNTY) and in the event it shall develop that any main or line hereafter to be laid by the Applicant in any manner interferes with the construction, maintenance or repair of any existing road (STATE or COUNTY) because of the depth at which the same has been laid, or for any other reason, the Applicant, upon request of the Commissioners Court, shall promptly change or alter, at Applicant's sole expense, such main or line, in such manner that the same will no longer interfere with such construction, maintenance or repair.

II.

It is understood that no main or line shall ever be laid by Applicant in such a way or manner as to interfere with traffic, so as to interfere with any drainage now or hereafter to be affected on or along such road and that no main or line shall ever be laid or maintained 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 road or living in the vicinity thereof.

It is understood that no main or line shall ever be laid by Applicant in such a way or manner to run parallel to the county road within the county right-of-way.

III.

The Applicant further agrees that it shall in no way enter upon any property hereby affected for the purpose of constructing, laying or repairing any main or line now existing or hereafter to exist unless it shall have first submitted to the Commissioners Court of Atascosa County, plans, sections and such description of construction, laying, maintenance or repair, as to fully describe the same.

IV.

It is further understood and agreed that all lines crossing any County Road shall be either jacked, bored or driven under surfaced portion of the roadway; and that the section of line placed through boring shall extend

the full width of the surfacing; and that all pipelines under such roads shall be placed through an iron or other 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 roadway; provided, however, that in either instance 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 regulations as adopted by Texas Railroad Commission and any other regulations promulgated by the Texas Railroad Commission under the authority of V.T.C.S. Art. 6053-1; 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 Atascosa County would be served thereby. Said pipeline shall have at least forty-two (42) inches of cover unless special permission to the contrary is obtained from the Commissioners Court of Atascosa County. Said pipeline crossing shall be placed within 10 Degrees of Perpendicular (80° to 100°) to the roadway.

V.

The Applicant further agrees, in connection herewith, to save and hold harmless the said County against any and all liability that it 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.

VI.

In consideration of the granting of the privilege hereby petitioned for, Applicant agrees that whenever it shall in any manner damage any County Road or other 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 County Commissioners Court shall notify it in writing that it, its agents, servants, employees and contractors have damaged any road, or other 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 its failure in such event to begin 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 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.

VII.

It is further agreed that in the event Applicant enters upon any property hereby affected for the purpose of construction, laying or repairing any 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 Highway Department or its authorized representative with reference to any matter pertaining to any such purposes.

VIII.

Applicant shall give the Commissioners Court of Atascosa County, with reference to a County Road, and the State Highway Department, with reference to State Highway, twenty-four (24) hours notice prior to the time of beginning of any work with reference to any such road or highway.

IX.

It is further agreed that the order of the Commissioners Court granting 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 their heirs, assigns, representatives and successors according to the terms hereof.

X.

This application for pipeline permit shall expire 90 days after the same is approved by motion and order entered into Commissioners Court Records of Atascosa County, Texas. After expiration of the same, a new

application for pipeline 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 7 day of May, 2024 A.D.

After approval the fully executed permit should be returned to:

Texas American Resources Company
201 West 5th Street
Suite 1300
Austin TX, 78701

Texas American Resources Company
Company
By: [Signature]

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF Frio

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Lichtenberger Edward known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Texas American Resources Company 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 7 day of May, 2024 A.D.

[Signature]
Notary Public in and for Frio
County, Texas
Commission expires: 9/08/2025



*****FOR COUNTY USE ONLY*****

County Road: _____ Comm. Pct. No.: _____ Dia. Line _____

Examined and approved in open Commissioners Court on this the _____ day of _____, 20 _____

By: _____ Weldon P. Cude, Atascosa County Judge

This permit Expires on the _____ day of _____, 20 _____



MEMORANDUM OF PAYMENT FOR DAMAGES TO ATASCOSA COUNTY

KNOW ALL MEN BY THESE PRESENTS:

Comes now Texas American Resources Company, hereafter known as Payor and Atascosa County, Texas, hereafter known as Atascosa County.

Whereas Payor is extensively utilizing the roads of Atascosa County, Texas, for the economic benefit of Payor; and

Whereas Atascosa County is a political subdivision of the State of Texas which maintains certain roads within Atascosa County; and

Whereas Atascosa County has limited resources for the maintenance of such roads; and

Whereas Atascosa County is authorized to act and does act by and through the Commissioners Court of Atascosa County, pursuant to V.T.C.A. Local Government Code Section 81.032 and V.T.C.A., Transportation Code Section 252.214 to accept donations of property or funds.

THEREFORE:

Payor does hereby pay and transfer to Atascosa County the materials and/or funds described below: 500.00 For Permit

It is the expectation of the Payor that the materials and/or funds donated to Atascosa County will be used for the repair, maintenance and upgrade of roads or facilities described below; however, Atascosa County makes no specific warranty for the use of the funds or materials paid:

Materials and/or funds paid are not subject to return to the Payor by Atascosa County.

For a payment to be accepted, such payment, subsequent to being offered, must be accepted and approved by the Commissioners Court of Atascosa County in an open session of the Commissioners Court of Atascosa County.

Said funds shall be paid to the County for disbursement pursuant to any conditions delineated or approved by the Commissioners Court.

Payor, by executing this Memorandum of Payment For Damages to Atascosa County agrees and understands that this document contains all terms of the donation and this is not a contract or a settlement.

Renegade Group LLC
Printed Name of Payor (If Company or Business Entity)

Chris Zaharewski
Printed Name of Payor's Authorized Agent

Chris Zaharewski
Signature of Payor or Payor's Authorized Agent

5-13-2024
Date

Approved and Accepted by:
Commissioners Court

Date

Weldon P. Cude, County Judge

Mark Gillespie, Commissioner Pct 1

Mark Bowen, Commissioner Pct 2

Eliseo Perez, Commissioner Pct 3

Kennard Riley, Commissioner Pct 4

ATTEST

Theresa Carrasco, County Clerk

ROAD USE AGREEMENT BETWEEN
ATASCOSA COUNTY AND Texas American Resources Company

On this the ___ day of _____, _____, Atascosa County, herein known as "County" address #1 Courthouse Circle Drive, Jourdanton, Texas 78026 and Texas American Resources Company herein known as _____, address 201 West 5th Street Suite 1300 Austin, TX, 78701 for mutual consideration agrees as follows:

1. County roads have a weight limit of 58,420 pounds and repeated use of said roads exceeding the weight limit will damage said roads.
2. The State of Texas, through the Highway Commission, can issue overweight permits to allow overweight traffic on county roads.
3. Despite having an overweight permit, Texas American Resources Company, acknowledges, pursuant to Transportation Code §251.160, that it has a responsibility to repair damage caused to county roads by overweight loads. Specifically, Texas American Resources Company, agrees to repair damage to the following roads _____, in Commissioner Precinct No. _____.
4. The County and _____ agree to meet before such overweight traffic begins on county roads to document the condition of the county roads.
5. After _____ the _____ overweight _____ traffic _____ stops, _____, agrees to repair the county roads to the condition the roads were in before such overweight traffic began.
6. _____, further agrees to make the necessary arrangements for such repairs to county roads within 60 days from the drilling operations being completed.

Authorized Representative for:

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature

Date

Signature

Date

Printed Name

Atascosa County Commissioner, Precinct No. _____

Signature of Commissioner

Date

ATTEST:

Theresa Carrasco, County

By: _____ Deputy

Clerk

ATASCOSA COUNTY, TEXAS
M.J. HARRIS SURVEY A-1221
COUNTY ROAD NO. 336
BORE CROSSING

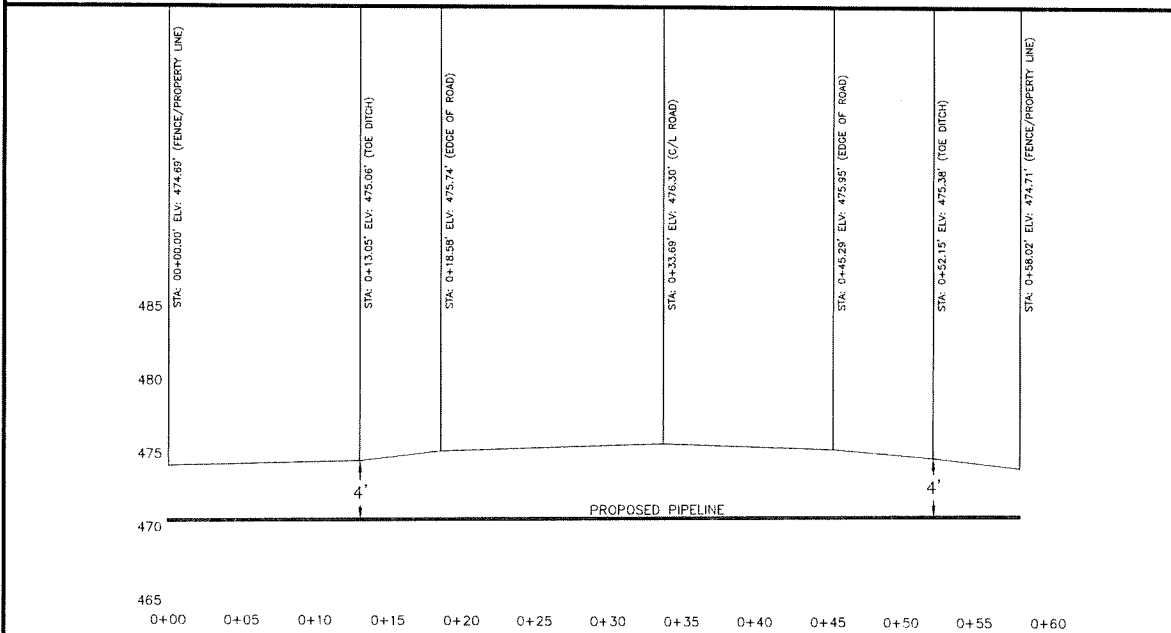
P.O.B.
N: 13471808.72
E: 2080347.83
ELV: 474.69
LAT: 28.791254
LON: -98.650793

FROM WHICH THE INTERSECTION
OF CR 336 & CR 337 BEARS
NORTHEAST ± 3297 FEET



LINE	BEARING	DISTANCE
L1	S 15°42'41" E	58.02'

E.O.L.
N: 13471752.87
E: 2080363.54
ELV: 474.71
LAT: 28.791100
LON: -98.650744



NOTE:

- BEARINGS, DISTANCES & ACREAGE ARE GRID, NAD 83 US TX SOUTH CENTRAL ZONE AND ARE OBTAINED BY NORMAL GPS TECHNIQUES.
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT.
- THERE MAY BE EASEMENTS AND/OR COVENANTS AFFECTING THIS PROPERTY, NOT SHOWN HEREON.
- THIS SURVEY WAS PREPARED FOR THE PURPOSES OF ESTABLISHING A BASELINE, MAPPING SELECTED TOPOGRAPHIC FEATURES AND LOCATING LAND LINES FOR ENGINEERING DESIGN AND EVENTUAL EASEMENT ACQUISITION FOR A NATURAL GAS PIPELINE.
- IRON ROD SET ARE 1/2 INCH IRON REBAR WITH PLASTIC CAPS MARKED "INTREPID".
- ALL BURIED PIPELINES/UTILITIES SHOWN HEREON WERE LOCATED BY VISIBLE SURFACE EVIDENCE.
- ALL ELEVATIONS SHOWN (NATURAL GROUND, ASPHALT, ETC.) ARE AT SURFACE LEVEL ONLY.

CONTRACTORS: IT IS YOUR RESPONSIBILITY TO CALL TXDOT AREA INSPECTOR 48 HOURS PRIOR TO STARTING CONSTRUCTION. (SEE SPECS FOR UTILITY INSTALLATIONS FOR CONTACT NAME & NUMBERS)

ALL BORES SHALL BE ACCOMPLISHED WITH THE CONVENTIONAL DRY AUGER BORE METHOD, UNLESS OTHERWISE APPROVED BY A TXDOT INSPECTOR OR AREA MAINTENANCE SUPERVISOR OR AREA ENGINEER.

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE SURVEY INFORMATION FOUND ON THIS PLAT WAS DERIVED FROM ACTUAL FIELD NOTES OF ON-THE-GROUND SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AT THE TIME OF THIS SURVEY. NO WARRANTY IS MADE OR INTENDED FOR THE LOCATION OF ANY OR ALL EASEMENTS THAT MAY EXIST WITHIN THE BOUNDS OF THIS SURVEY.

REGISTERED PROFESSIONAL LAND SURVEYOR
MAY 2, 2024



- LEGEND:
- SUBJECT PIPELINE
 - BOUNDARY LINE
 - ADJOINER LINE
 - SURVEY LINE
 - FENCE
 - BURIED PIPELINE
 - OVERHEAD ELECTRIC LINE
 - UNDERGROUND UTILITY LINE
 - (BRG-DIST.) RECORD CALL
 - A.C.P.R. - ATASCOSA COUNTY PLAT RECORDS
 - A.C.O.R. - ATASCOSA COUNTY DEED RECORDS
 - A.C.O.P.R. - ATASCOSA COUNTY OFFICIAL PUBLIC RECORDS
 - POINT
 - 1/2" IRON ROD FOUND
 - 1/2" IRON ROD SET
 - 120D NAIL FOUND
 - IRON PIPE FOUND
 - NAIL SET
 - 3/8" IRON ROD FOUND
 - PIPE FENCE CORNER POST FOUND
 - WOOD FENCE CORNER POST FOUND
 - AS MARKED
 - AS MARKED
 - AS MARKED
 - AS MARKED
 - BENCH MARK
 - GAS WELL
 - WATER WELL
 - UTILITY POLE/RISER
 - FIRE HYDRANT

INTREPID
SURVEYING & ENGINEERING

P.O. Box 1209 • 109 DILLWORTH PLAZA
P.O.H. TX 78147
D. 830.393.8833 • F. 830.393.3388
WWW.INTREPIDTX.COM
TBPLS #10193936 • TBPE #16550

TOTAL OCCUPIED LINE DISTANCE: 58.02 FEET OR 3.51 RODS	DRAWN BY: SP DATE: 20240502 REV: -
JOB No.: 24-0392	PAGE 1 OF 1

TEXAS AMERICAN RESOURCES CO.
PROPOSED BORE SITE UNDER
COUNTY ROAD NO. 336 IN THE
M.J. HARRIS SURVEY A-1221 IN
ATASCOSA COUNTY, TEXAS

CASHIER'S CHECK

6845303708

0068453 11-24
Office AU # 1210(8)

Remitter: CHRISTOPHER ZAHACZEWSKI
Operator I.D.: k106143

May 13, 2024

PAY TO THE ORDER OF ***ATASCOSA COUNTY***

**Five Hundred and 00/100 -US Dollars **

***\$500.00**

Payee Address: TEXAS AMERICAN BORE PERMIT
Memo:

VOID IF OVER US \$ 500.00

WELLS FARGO BANK, N.A.
6910 S ZARZAMORA ST
SAN ANTONIO, TX 78224
FOR INQUIRIES CALL (480) 394-3122

Minerva S. Carr
CONTROLLER

129802

⑈6845303708⑈ ⑆121000248⑆4861 512820⑈

Security Features Included. [FD] Details on Back.