



PIPELINE CONSTRUCTION APPLICATION

This form will be used to initiate the Pipeline Construction Permit Requests.

Supporting forms and documentation for Roadway/Drainage Crossings, General Repair/Removal and other construction permits in the unincorporated areas of Austin County Development will need to be Submitted and Approved before construction begins.

The applicant must clearly demonstrate that construction meets minimum acceptable engineering design criteria adopted along with subsequent updated approved in Commissioners court, agreements between the Commissioners and the Pipeline and current safety standards. Fees associated with the permit can be found in the approved fee schedule.

No development/Construction may begin until, at minimum, a conditional permit is issued; a principal with the parent corporation shall complete and sign the application form (all pages related to development) with the required documentation and information attached to the permit application.

If any portion of the property where development is planned (not just a specific route or location of a well pad) there is identified Special Flood Hazard Areas (SFHA) - including but not limited to floodway and/or floodplains - or the development is within close proximity of the SFHA, a US Army Corps of Engineers (USACE) verification letter is required. This letter confirms that all development complies with the Nationwide Permit. If the proposed development is not Nationwide Permit compliant, then all USACE permits/requirements shall be met, and documentation shall be submitted to the AUSTIN County Engineering and Development Services Office before any permits will be reviewed.

Plans for flood-proofing all structures and pieces of equipment, pipeline or other development located within the SFHA (1% chance / 100-year floodplain) and shall be designed in a manner to reduce or eliminate flood damage, e.g. anchoring, or elevated. Flood-proofing measures must include the following:

- Tank batteries and other equipment installed at the site in the floodplain shall be tied down to prevent flotation and lateral movement.
- Protection around any vulnerable equipment, such as the well-head, must be installed to keep flood debris from damaging equipment, which could release product into floodwaters or send equipment floating downstream.

Pipelines are to be buried with no less than five (5) feet of cover in or out of the identified floodplains in the unincorporated areas of Austin County, and Pipelines are to be buried with no less than twelve (12) feet of cover when crossing a roadway or drainage ditch/way (to be measured from the lowest point of the ditch).

Tree and brush debris shall be removed from the floodplain or burned in accordance with USACE permitting standards, the State of Texas standards, and County burn regulations.

A separate application shall be made for each property owner where a pipeline is placed, pipeline is removed, compressor station, well to be drilled, transferred, re-drilled, reworked, or reactivated etc.

An Elevation Certificate is required if any permitted structures/equipment to be elevated above the BFE. The floodplain administrator will inspect the site at this time.

The AUSTIN County Engineering and Development Office must be notified if equipment is added after completion, If site is sold or assigned.

A recomplete will require a permit only if new production equipment is added to an existing site.

TYPE OF APPLICATION:

- ☐ OVERALL PROJECT APPLICATION FOR CONSTRUCTION OF PIPELINE
- ☐ ROADWAY/DRAINAGE CROSSING PERMIT OR GENERAL AREA PERMIT
- ☐ REPAIR/REMOVAL PERMIT

PROPERTY OWNER INFORMATION:

Name: _____
Physical Address: _____ City, State, Zip: _____
Mailing Address: _____ City, State, Zip: _____
Email: _____ Phone: _____

APPLICANT INFORMATION:

Name: _____
Physical Address: _____ City, State, Zip: _____
Mailing Address: _____ City, State, Zip: _____
Email: _____ Phone: _____

LOCATION OF CONSTRUCTION:(Latitude longitude of project site and in what precinct it is located.)

PROVIDE THE FOLLOWING:

- ☐ DRAWINGS, PLAN AND PROFILES SHEETS, BOUNDARY SURVEY AND MAP NOTING THE PROPOSED DEVELOPMENT < see development checklist >.
- ☐ COPY OF RECORDED DEED OR EASEMENTS
- ☐ DRAINAGE REPORT
- ☐ TRAFFIC CONTROL

Overall Project application, Total Construction cost for Entire Project: _____

BRIEFLY DESCRIBE PROJECT: (attached additional sheets if more room is needed)

and Area (Acres): _____

ACAD Parcel #: _____

SECTION 2: GENERAL PROVISIONS (APPLICANT To Read)

1. No work may begin until, at minimum, a conditional permit is issued.
2. The permit may be revoked if any false statements are made herein.
3. The permit will expire if work is commenced within a six month of issuance.
4. If revoked or expired, all work must cease until permit s re-issued.
5. Development shall not begin or occupied until a permit is issued.
6. Applicant hereby gives consent to the County to make reasonable inspections required to verify compliance.

SECTION 3: DESCRIPTION OF WORK (Check all applicable boxes :)

STRUCTURAL DEVELOPMENT ACTIVITY (Check all that apply)

- ☐ New Structure
- ☐ Addition
- ☐ Relocation
- ☐ Demolition
- ☐ Replacement

OTHER

DEVELOPMENT ACTIVITIES

- ☐ Clearing
- ☐ Filling
- ☐ Mining
- ☐ Drilling
- ☐ Grading
- ☐ Excavation
- ☐ Removing
- ☐ Watercourse Alteration (Including Dredging and Channel Modifications) Drainage Improvements
- ☐ Other (Please specify) _____

FLOODPLAIN

Is the proposed work located within an identified Special Flood Hazard Area (Regulatory Floodplain)?

- ☐ Yes
- ☐ No

If yes complete the following:

Flood Zone Type: _____

REQUIRED ATTACHMENTS

No review will be completed until any and all supportive documentation is submitted with the application.

- ☐ Site Exhibit (Exhibit shall clearly show limits of proposed work in relation to any floodplain)
- ☐ Construction Truck Routes (Routes to be utilized during construction activity)
- ☐ Road Use Bond Agreement (Disregard if an active road use bond is on file with the county) Contact Sheet (Sec below)
- ☐ If proposed work is to be completed within the floodplain attach a Drainage Impact Analysis: Engineering Drainage Impact Analysis determining no increase to Base Flood Elevation (Sec below)

After completing SECTION 1-3, the APPLICANT should submit the form to the Engineering and Development Services Department for Review.

OWNER/APPLICANT CERTIFICATION & ACKNOWLEDGEMENT:

I understand the above provisions for Oil & Gas development in the unincorporated areas of AUSTIN County and that an approved Oil & Gas Development Permit through the AUSTIN County Engineer's Office and Issued through the Permit Department must be obtained prior to any work beginning. Further, I understand that any application submitted without the required information and documentation will be returned and the permit denied. Failure to comply with the Austin County Flood Damage Prevention Regulations may result in criminal charges.

The owner and applicant declare under the penalty of perjury, and any other applicable state or federal law, that all information provided on this form and submitted attachments are true, factual, and accurate. The owner and applicant also hereby acknowledge any false misleading information contained herein is grounds for variance denial and/or permit revocation.

(Printed Owner/Applicant Name)

(Signature Owner/Applicant)

(Date)

----- OFFICE USE ONLY -----

PROJECT LOCATED IN Pct.: 1 2 3 4

VOTE: 1 2 3 4 J

AUSTIN COUNTY JUDGE:

(SIGNATURE)

(DATE)

REVIEWED BY COUNTY ENGINEER:

(SIGNATURE)

(DATE)

CONTACT SHEET

FIELD SUPERVISOR

Name: _____
Physical Address: _____ City, State, Zip: _____
Mailing Address: _____ City, State, Zip: _____
Email: _____ Phone: _____

DRILLING COMPANY REPRESENTATIVE

Name: _____
Physical Address: _____ City, State, Zip: _____
Mailing Address: _____ City, State, Zip: _____
Email: _____ Phone: _____

NAMES OF TWO (2) EMERGENCY REPRESENTATIVES WITH SUPERVISORY AUTHORITY OVER ALL OIL AND GAS OPERATION SITE ACTIVITIES THAT CAN BE REACHED IN AN EMERGENCY.

CONTACT 1:

Name: _____
Physical Address: _____ City, State, Zip: _____
Mailing Address: _____ City, State, Zip: _____
Email: _____ Phone: _____

CONTACT 2:

Name: _____
Physical Address: _____ City, State, Zip: _____
Mailing Address: _____ City, State, Zip: _____
Email: _____ Phone: _____

Road Use Agreement and Bond
One East Main Street, Belville, Texas 77418
(979)865-5911

TO: THE COMMISSIONERS COURT OF AUSTIN COUNTY, TEXAS

WHEREAS, _____ (hereinafter "The Company") intends to conduct oil and gas drilling operations at a site or sites located in AUSTIN County, Texas, which will necessitate travel over and across public roads maintained by AUSTIN County, Texas, and

WHEREAS, Company is located at:

Company Name: _____

Address: _____

Primary Contact: _____

Phone: _____

Email: _____

In connection with the use of Company of overweight loads on AUSTIN County roads as defined. The Company identified above agrees to only use those roads in AUSTIN County that are identified by the Company as listed in any approved Oil and Gas Development Permits.

WHEREAS, the location of The Company's proposed operation(s) will require the use and transportation of heavy, oversized equipment along AUSTIN County Roads, as will be set forth and authorized in separate Development Permits for each oil and gas drill site location; and

WHEREAS, the weight of The Company's vehicles and equipment may exceed the capacity of county roads and bridges on routes outlined in any Development Permit; and

WHEREAS, the Transportation of the equipment may cause substantial damage to AUSTIN County Roads and related infrastructure; and

WHEREAS, the Company and AUSTIN County understand that pursuant to 251.151 Texas Transportation Code: "The commissioners court of a county may regulate traffic on a county road or on real property owned by the county that is under jurisdiction of the commissioners court," and agree that "County Roads" are those roads designated for use by the Company in any Development Permit issued by AUSTIN County; and

WHEREAS, the Company and AUSTIN County agree that the transportation of this equipment is necessary for these operations and that the County should be compensated for any damages or maintenance costs incurred for the County Roads as a result of the Company's operations;

THE COMPANY AGREES AS FOLLOWS

1. To secure performance hereunder, The Company agrees to post a \$2,000,000 corporate surety bond made payable to AUSTIN County, Texas to ensure performance of the obligations incurred herein and specifically any damage that might be sustained to any AUSTIN County road, bridge or related infrastructure as a result of Company's movement of vehicles and equipment on AUSTIN County roads. This bond is intended as a blanked bond to cover all of the company's oil and gas development road use activity in AUSTIN County, Texas as authorized in this agreement. In no event shall The Company's liability for damages be limited to this bond amount, and The Company agrees to pay any additional sums on demand. Said bond covers damages resulting from travel on County roads.
 - a. The Company's obligation to post the bond shall begin upon filing of The Company's first commercial development application.
 - b. The bond shall remain in full force and effect throughout The Company's oil and gas drilling activities.
 - c. The bond shall be released, and the surety and the Company shall be relieved of all obligations hereunder and under the terms of the bond on the 45th day after the Company's wells for which a development permit was issued to leave only maintenance and operation status of all wells.
 - d. The company shall post the bond and provide AUSTIN County, Texas, an original copy of said bond prior to any Development permits being issued to the Company for which a bond is required.
 - e. The bond must be an insurance company licensed to do business in the State of Texas, and must list AUSTIN County, Texas as the obligee.
2. The Company, as used herein, shall include The Company, operator of The Company, and any contractors, subcontractors, vendors, agents, and/or all other affiliates of The Company.
3. The Company agrees that it shall apply for a Development Permit with AUSTIN County for each Oil and Gas development within AUSTIN County. Each Development Permit issued shall establish routes and/or roads to be used by the Company for a particular Oil and Gas Development. The Company agrees and acknowledges that it will apply for any other applicable permits, e.g., floodplain, development, pipeline crossing, temporary water line permits, etc.
4. Company agrees that it shall only utilize the route(s) and roads specified in the Development permit issued by AUSTIN County for the transport of all necessary equipment to the project locations specified in the development permit, without weight limitations, for such time as operations continue on the location. Notwithstanding the foregoing, AUSTIN County shall determine the weight limits for roads to be utilized and the strength and design sufficiency of the roads, bridges and culverts on the roads to carry and withstand the weight of The Company's vehicles traveling on the roads, Routes approved by AUSTIN County do not guarantee or warranty that any such road, bridge or culvert is capable of withstanding the contemplated or expected road use.

5. The Company agrees that maintaining safe roads easily accessible to the citizens of AUSTIN county, Texas is a top priority and agrees to use its vehicles and equipment in such a manner as not to block or otherwise interfere with other traffic along the route specified and that said route will be open to public traffic at all times, and further agrees to provide forty-eight (48) hour notice to AUSTIN County before transporting any equipment along the route set forth in the associated permit that would interrupt the normal flow of traffic.
6. The Company agrees and accepts responsibility and liability for damages of whatever nature to the road bed, road surface, bridges, culverts, signs, structures, fences, right of ways, etc. that result from the movement of the Company's vehicles and equipment over any roads described in a development permit or any other County Road. The Company agrees to immediately report any damage caused by the Company to the AUSTIN County Engineering and Permit Department.
7. In the event that the Company's operations cause an immediate and serious safety hazard, the Company or Company's representative shall, without delay, call the AUSTIN County Engineering and Development Services Department at 979-277-6275, or, if the emergency occurs outside non normal working hours, the AUSTIN County Dispatch Office at 979-277-7373.
8. Within ten (10) days of discovery, AUSTIN County shall notify the Company when damages to road, bridges and related infrastructure suspected to have been caused by the Company occurs. The Company shall designate in its Development Permit the Company representative to whom notice shall be given. AUSTIN County and the Company agree to informally meet to settle any potential damage claims by AUSTIN County, Texas. If an informal agreement is reached and AUSTIN County performs the necessary repairs and is to be reimbursed, the County shall invoice the Company within ninety (90) days of completion of repairs. The Company shall remit payment to AUSTIN County, Texas within sixty (60) days from the date of the invoice. Nothing herein prohibits AUSTIN County and The Company from agreeing that The Company may provide in-kind materials, equipment and labor for the repair of any damages by The Company. Nothing in this subsection shall operate to negate the Company's responsibility to repair the damages caused by The Company.
9. The Company agrees and is The Company's responsibility to reimburse AUSTIN County, Texas for the cost of materials (including freight), labor and equipment (based on the most recently published FEMA Schedule of Equipment Rates) to repair county roads damaged by the Company.
 - a. Absent informal agreement, AUSTIN County agrees that The Company's obligations shall not begin until the Company has received AUSTIN County's notice of the nature and extent of the damage and estimate of the cost of repair.
 - b. If no informal agreement is reached between AUSTIN County and The Company, AUSTIN County shall bill The Company the actual cost to repair the road and related infrastructure. The Company agrees to pay the billed cost within sixty (60) days from billing. Billing shall be made to the address on this Agreement. Failure to pay upon demand shall be grounds for AUSTIN County, Texas to file suit against The Company. The Company agrees the at the venue for any such suit lies in AUSTIN County, Texas.
10. The Company agrees that its failure to pay the cost of repairing any such damage shall be grounds

for the AUSTIN County Commissioner's Court to revoke this Road Use and Bond Agreement.

11. The rights and duties under this agreement will not be assigned without the prior written consent of the other party, which consent shall not be unreasonably withheld. Assignment by The Company shall not become effective until the assignee has replaced the bonds required hereunder and AUSTIN County has accepted such bond.
12. No transfer of interest by The Company in the subject operations, whether it be drilling or any other operation involving oversize or overweight vehicles operating on County Roads, shall negate the responsibility of the Company to repair damages caused by The Company.
13. Unless otherwise posted, The Company recognizes that the maximum weight permitted on AUSTIN County Roads is 80,000 pounds total weight or 18,000 pounds per axle and agrees not to exceed that total weight in its use of motor vehicles on AUSTIN County Roads. However, load limits on specific AUSTIN County roads and bridges were established by AUSTIN County Commissioners Court Order and posted on said AUSTIN County roads and bridges.

Executed and Signed on this day of _____, _____, 20____

Signature _____

Print _____

THE STATE OF TEXAS §
COUNTY OF _____,

BEFORE ME, the undersigned authority on this day personally appeared _____(Print Name), _____(Title) known to me to be the person and officer whose name is subscribed to the foregoing instrument and after being sworn, acknowledged to me that the same was the act of _____(The Company) of _____(City and State), and that he/she executed the same as the act of the Company for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____day of _____, 20

Notary Public

BOND NO. _____

BOND COVERING ROUTING AND ROAD USE AGREEMENT

THE STATE OF TEXAS COUNTY OF

AUSTIN

KNOWN ALL BY THESE PRESENTS:

That _____, as Principal (the "Company"), and _____, a corporation existing under and by virtue of the laws of the State of Texas and authorized to do business in the State of Texas, hereinafter called "Surety", are held and firmly bound unto AUSTIN County, Texas in the sum of Two Million and No/100 Dollars (\$2,000,000), for the payment of which the said Principal and Surety bind themselves, their heirs, executors, administrators, and assigns.

The condition of the above obligation is such that said Company as Principal, will make payment to AUSTIN County, Texas for any and all damages that may be sustained to roads, bridges or associated infrastructure under the jurisdiction of AUSTIN County by virtue of the operation of any overweight vehicle or vehicles or equipment by the said Company for which permit is issued by AUSTIN County, Texas to operate under.

Now, therefore, if the said Company shall pay AUSTIN County, Texas, for any and all damages that may be sustained to County roads, bridges or associated infrastructure as above recited by virtue of the operation of any overweight vehicle, vehicles or equipment for which permit is issued by AUSTIN County to operate under, during the period of time for which such permit is issued, then this obligation shall be null and void, otherwise to remain in full force and effect.

Provided, however, this bond may be canceled by the Surety by the sending of notice in writing to AUSTIN County, stating when, not less than thirty (30) days thereafter, liability hereunder shall terminate as to subsequent acts or omissions of the Principal.

Executed this day of _____

Surety

By: _____

Name

Title

Date

Address of Surety for Notice

Principal

By: _____

Name

Title

Date

Address of Principal for Notice