

THE STATE OF TEXAS     )  
  :  
COUNTY OF WINKLER     )

On this the 21<sup>st</sup> day of July, 2014, the Commissioners' Court of Winkler County, Texas, met in Special Term of Court at the Courthouse in Kermit, Texas, with the following members present, to-wit:

- |                    |  |
|--------------------|--|
| Bonnie Leck        | County Judge   |
| Billy Stevens      | Commissioner, Precinct No. 1                                 |
| Robbie Wolf        | Commissioner, Precinct No. 2                                 |
| Randy Neal         | Commissioner, Precinct No. 3                                 |
| Billy Ray Thompson | Commissioner, Precinct No. 4                                 |
| Shethelia Reed     | County Clerk and Ex-Officio<br>Clerk of Commissioners' Court |

constituting the entire Court, at which time the following among other proceedings were had:

At 9:00 o'clock A.M. Judge Leck called the meeting to order.

A motion was made by Commissioner Stevens and seconded by Commissioner Neal to approve Request to Construct Access Driveway Facilities on Winkler County Right-of-Way by Apache Corporation; which motion became an order of the Court upon the following vote:

Ayes:           Commissioners Stevens, Wolf, Neal and Thompson  
Noes:           None

**REQUEST TO CONSTRUCT ACCESS DRIVEWAY FACILITIES  
ON WINKLER COUNTY RIGHT OF WAY**

The County of Winkler, State of Texas, hereinafter called the County, hereby authorizes APACHE CORPORATION, hereinafter called the Applicant, to construct access driveway in the county right of way abutting County Road 404, in County Commissioner Precinct Number 4, as shown on the attached sketch or plat, for the purpose of ingress/egress to a CATTLEGUARD INSTALLATION (type of facility).

Name of Company APACHE CORPORATION

Agent HAROLD SWAIN Telephone Number (432) 527-3311 (Ext. 1485)

Comments: Request installation of fence line cattleguard for ingress to new wellsite

1. The Applicant hereby agrees to comply with the terms and conditions set forth in this permit for an access driveway on the county road right of way.
2. All construction and materials shall be subject to inspection and approval by the County Commissioner or Commissioners' Designee.
3. Maintenance of facilities constructed hereunder shall be the responsibility of the Applicant, and the County reserves the right to require any changes, maintenance or repairs as may be necessary to provide protection of life or property on or adjacent to the county road. Change in design will be made only with the written approval of the County.
4. The Applicant shall hold harmless and defend the County and it's duly appointed agents and employees against any action for personal injury or property damage
5. Except for regulatory and guide signs at county roads, the Applicant shall not erect any sign on or extending over any portion of the county right of way, and vehicle service fixtures such as fuel pumps, vendor stands or tanks shall be located at least twelve (12) feet from the right of way line to ensure that any vehicle services from these fixtures will not be in the county right of way.

6. The County reserves the right to require a new access driveway permit in the event of a material change in driveway traffic volume or vehicle types.
7. This permit will become null and void if the above referenced driveway facilities are not constructed within ninety (90) days from the issuance date of this permit.
8. Applicant shall have all underground utilities marked by contacting Texas Excavation Safety System at Dig-Tess (800) 344-8377 prior to installation. Installation will not occur unless markers are present.
9. Applicant agrees to repair county road to the same condition as existed prior to commencement of the work on the roadway. Said driveway access will be paved with asphalt by applicant and signage put in place to advise vehicles to stop before entering county road.
10. Applicant will indemnify County against all losses, damages, liabilities, expenses or cost incurred or made by County as the necessary result of actions, suits or proceedings from any negligence in the performance of work in connection herewith for any defect in the roadway as a result of the work done by Applicant or its agents, employees and assigns.
11. In the event it becomes necessary after the date of this agreement for the said County roadway to be widened, Applicant will indemnify County for all expenses and costs in connection therewith for adjusting, lowering, deepening and casing said driveway in the County roadway.
12. In the event that any of the cut sections of the identified County road should sink or drop within a five (5) year period after that above-mentioned repair of such section, the Applicant will indemnify County for all costs incurred in connection with the adjustment and repair of such damaged sections.
13. It is further understood that no work will be done under this permit until written approval from the County has been received by the Applicant, and that the offices of the Winkler County Judge and the County Commissioner Precinct Number 1 be advised twenty-four (24) hours prior to the beginning of work covered by this application.

Witness our hands this the 21<sup>st</sup> day of July, 20 14 .

Apache Corporation  
APPLICANT

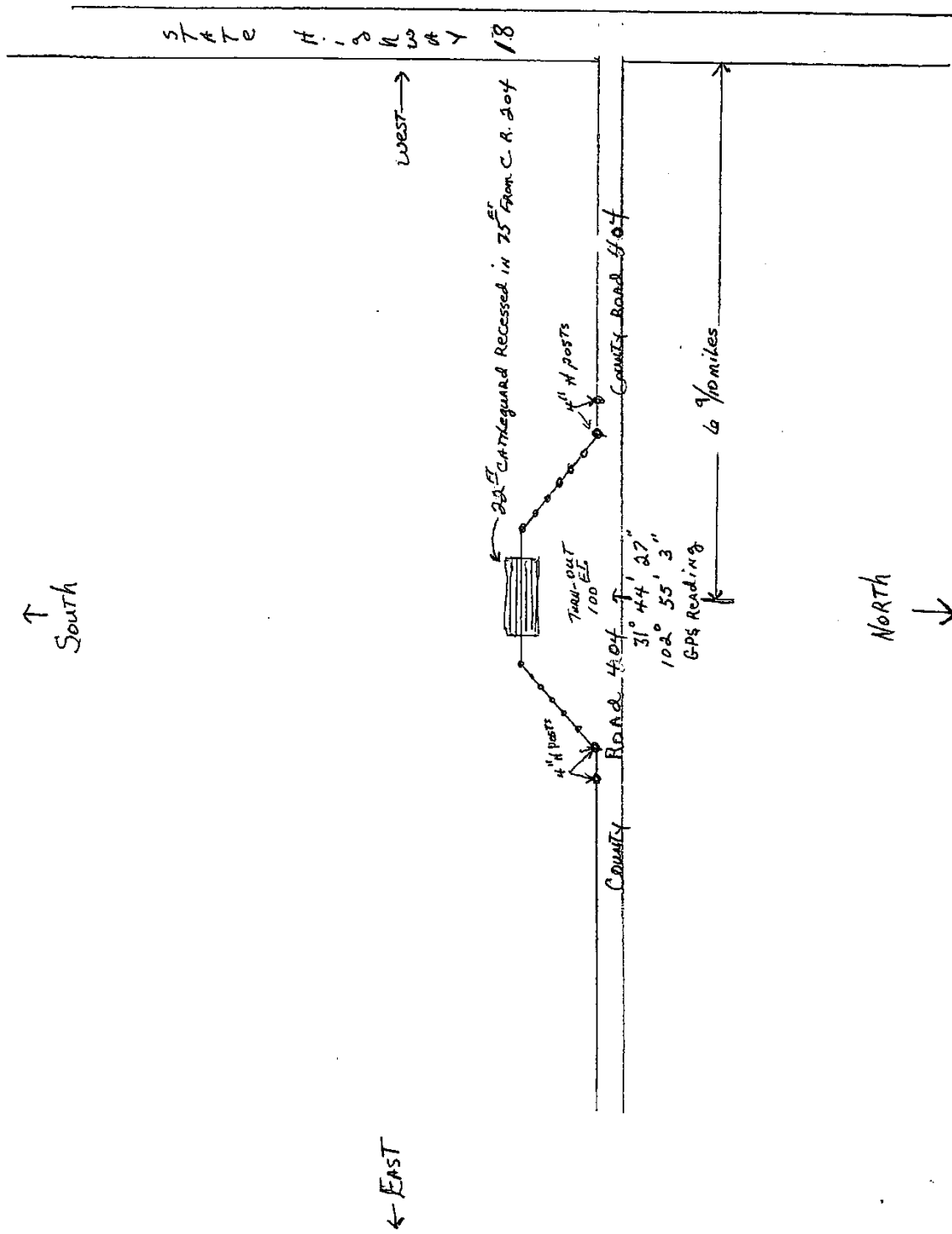
BY: Harold Swain  
Harold Swain, AGENT

P.O. Box 848; 299 Standolind Road  
Wink, TX 79789  
ADDRESS

(432) 527-3311 (Ext. 1485)  
APPLICANT TELEPHONE

This Application was presented to the Winkler County Commissioners' Court on the 28<sup>th</sup> day of July, 2014, and was Approved or Denied as reflected in the Minutes of said meeting.

Bonnie Leck  
Bonnie Leck  
Winkler County Judge



At this time the Court entered into Budget Workshop.

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to adjourn the meeting; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson  
 Noes: None

MINUTES approved the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
 COUNTY CLERK