

THE STATE OF TEXAS)
 :
 COUNTY OF WINKLER)

On this the 10th day of November, 2014, the Commissioners' Court of Winkler County, Texas, met in Regular 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 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 and asked for matters of business from the audience.

There was no financial information or monthly reports regarding Winkler County Memorial Hospital for the Court to consider at this time.

There were no line item transfer(s), budget amendment(s) or salary schedule change(s) regarding Winkler County Memorial Hospital for the Court to consider at this time.

A motion was made by Commissioner Neal and seconded by Commissioner Stevens to approve payment to National Heating and Plumbing Inc. in the amount of \$41,500.00 for hot water heater and installation at Winkler County Memorial Hospital from committed hospital capital improvements; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Stevens to approve request of Winkler County Memorial Hospital for operating funds in the amount of \$100,000.00 from County reserves; which motion became an order of the Court upon the following vote:

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

At this time the Court discussed with Keri Carter, Director of Nurses, influenza shots being offered to the Kermit and Wink Fire Departments. Mrs. Carter informed the Court that shots would be made available to both Fire Departments, at their convenience, and would be added to all future scheduled clinics.

A motion was made by Commissioner Thompson and seconded by Commissioner Neal to approve request of Kermit Garden Club to use foyer of Courthouse for plant sale on Friday, April 17, 2015; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve request of Suki Gallegos to use Recreation Center at County Park in Kermit for birthday party on Saturday, November 15, 2014; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to accept funds from Centurion Pipeline L.P. in the amount of \$2,500.00 in accordance with Settlement and Release Agreement between Winkler County and Centurion Pipeline L.P.; which motion became an order of the Court upon the following vote:

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



P.O. BOX 51790
MIDLAND, TX 79710
TEL: (432) 686-2413
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E-Mail: Rachel.Anderson@cep.com

October 27, 2014

The Honorable Judge Bonnie Leck
Winkler County, Texas
100 East Winkler Street
Kermit, Texas 79745

Re: Executed Original - Settlement and Release Agreement
Pipeline Construction Damages - County Road 405

Dear Honorable Judge Leck:

Enclosed herewith is one (1) executed original of the Settle and Release Agreement by and between Winkler County, Texas and Centurion Pipeline L.P. Also included is a check for \$2,500.00 for the total amount of the settlement sum.

Please let us know if you have any questions or need additional information.

Respectfully,

Rachel Anderson
land Tech

Enclosure

assigns of Centurion Pipeline L.P.

Winkler County represents and warrants that Winkler County has approved of all of the terms, conditions and covenants of this Settlement Agreement as evidenced by the duly authorized signature to this Settlement Agreement

Centurion Pipeline L.P. represents and warrants that Centurion Pipeline L.P. has approved of all of the terms, conditions and covenants of this Settlement Agreement as evidenced by the duly authorized signature to this Settlement Agreement.

CONSIDERATION

In consideration of the total sum of \$2,500.00 (Two Thousand Five Hundred Dollars) from Centurion Pipeline L.P., the receipt and sufficiency of which is hereby acknowledged by Winkler County, and in consideration of the mutual agreements, conditions, representations, warranties, recitals, covenants and statements of intention contained herein, Winkler County hereby accepts the above-referenced payment in full settlement, compromise and release of all claims arising out of or in connection with the dispute, pursuant to this Settlement Agreement, against Centurion Pipeline L.P.

Centurion Pipeline L.P. shall tender such sum in the following manner: upon execution of this Agreement, Centurion Pipeline L.P. shall deliver the signed agreement and a check for the total amount of the settlement sum, payable to Winkler County

Upon receipt of the signed agreement and settlement funds from Centurion Pipeline L.P., Winkler County shall execute the agreement and return a copy of the Agreement to Centurion Pipeline L.P.

Each party agrees to be solely responsible for the payment of their respective attorney's fees, court costs, expert witness fees, court reporter's fees, and all other expenses incurred on said party's behalf as a result of or in connection with the dispute and/or this Settlement Agreement

MUTUAL RELEASE

Winkler County and Centurion Pipeline L.P., hereby covenant, agree and consent to the following:

SETTLEMENT AND RELEASE AGREEMENT

PARTIES

The Parties to this Settlement and Release Agreement are Winkler County, Texas and Centurion Pipeline L.P.

CONTRACTUAL RECITALS AND STATEMENT OF PURPOSE

WHEREAS, a "dispute" has arisen between Winkler County and Centurion Pipeline L.P., regarding construction of a road crossing on county road 405 prior to the execution of a Pipeline Construction and Indemnity Agreement, and

WHEREAS, this Settlement Agreement, and the execution hereof, does not, and is not intended to be, construed to be, or is an admission of any fault or wrongdoing by or on behalf of Winkler County or Centurion Pipeline L.P., all such claims having been expressly denied, and the parties continue to deny the same, and

WHEREAS, all provisions of this Settlement Agreement and Mutual Release are contractual in nature, and not mere recitals only; and

WHEREAS, the purpose of this Settlement Agreement is to set forth and embody a negotiated compromise, settlement, and release, as set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, and the incorporation of the above Recitals, the parties hereto agree as follows:

PERSONS AND ENTITIES BOUND BY THIS SETTLEMENT AGREEMENT

Winkler County understands and agrees that by execution hereof, the terms of this

Settlement Agreement are binding upon Winkler County and upon all representatives, successors

and assigns of Winkler County

Centurion Pipeline L.P. understands and agrees that by execution hereof, the terms of this Settlement

Agreement are binding upon Centurion Pipeline L.P. and upon all representatives, successors and

The intent of the parties hereto is that each person or entity executing this Settlement Agreement shall, by reason of such execution, be entirely free of any and all actual or potential claims, suits, demands, causes of action, charges or grievances of any kind or character, regardless of the nature or extent of the same, arising out of the dispute.

Winkler County hereby fully and finally **RELEASES, ACQUITS, AND FOREVER DISCHARGES** Centurion Pipeline L.P. (any of Centurion Pipeline L.P.'s representatives), and Winkler County further covenants not to assert in any manner against any of such persons or entities released hereby, any and all actual or potential claims held by Winkler County against Centurion Pipeline L.P., and/or any suits, demands, causes of action, charges or grievances of any kind or character whatsoever, heretofore or hereafter accruing for or because of any matter done, omitted or suffered to be done by any such party hereto prior to and including the date hereof, and in any manner (whether directly or indirectly) arising from or related to the dispute.

Centurion Pipeline L.P. hereby fully and finally **RELEASES, ACQUITS, AND FOREVER DISCHARGES** Winkler County (and Winkler County's representatives), and Centurion Pipeline L.P. further covenants not to assert in any manner against any of such persons or entities released hereby, any and all actual or potential claims held by Centurion Pipeline L.P. against Winkler County and/or any suits, demands, causes of action, charges or grievances of any kind or character whatsoever, heretofore or hereafter accruing for or because of any matter done, omitted or suffered to be done by any such party hereto prior to and including the date hereof, and in any manner (whether directly or indirectly) arising from or related to the dispute.

EXPRESS DENIAL OF LIABILITIES

Winkler County and Centurion Pipeline L.P. and/or their representatives, understand and agree that no payment made nor released pursuant to the terms of the Settlement Agreement, or other consideration given shall be intended to be, nor shall be construed to be, an admission of liability and any and all such liability is expressly denied

GOVERNING LAW

This Settlement Agreement shall be construed in accordance with the governing laws of the State of

Texas. The obligations of the parties are performable, and venue for any legal action arising out of this Settlement Agreement shall lie in Winkler County, Texas.

FULL UNDERSTANDING AND AGREEMENT

EACH RELEASING PERSON, ENTITY, OR PARTY WARRANTS THAT SUCH PARTY HAS READ THIS FULL AND FINAL SETTLEMENT AGREEMENT AND MUTUAL RELEASE (INCLUDING EXHIBITS) AND FULLY UNDERSTANDS IT. EACH PARTY WARRANTS THAT SUCH PARTY IS OF LEGAL COMPETENCE OR LEGAL CAPACITY, AND IS FREE, WITHOUT DURESS, TO EXECUTE THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE, AND THAT SUCH PARTY HAS DONE SO OF FREE WILL AND ACCORD, WITHOUT RELIANCE ON ANY REPRESENTATION OF ANY KIND OR CHARACTER NOT EXPRESSLY SET FORTH HEREIN.

EXECUTION AND EFFECTIVE DATE

This Settlement Agreement may be signed in counterparts, and each counterpart shall constitute an original. The parties hereto have executed this Settlement Agreement and Mutual Release on the dates set forth opposite their names, to be effective as of the date of the later signature.

[SIGNATURE AND ACKNOWLEDGEMENT PAGE TO FOLLOW]

Bonnie Leck
 Bonnie Leck
 County Judge of Winkler County
 Winkler County, Texas

STATE OF TEXAS §
 COUNTY OF WINKLER §

On this 13th day of October, 2014, before me, the undersigned Notary Public, personally appeared Bonnie Leck, known to me to be the person whose name is subscribed to the within instrument and acknowledged that Bonnie Leck executed the same for the purposes therein contained.

Vida M Simpson
 Notary Public, State of Texas



CENTURION PIPELINE L.P.
 BY CENTURION PIPELINE GP, LSC,
 ITS GENERAL PARTNER

By *Christina*
 Name: Christina
 Title: Attorney in Fact

STATE OF TEXAS §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on this 13th day of October, 2014, by *Christina & Bonnie* of Centurion Pipeline GP, Inc., a Delaware corporation, on behalf of said corporation, as General Partner of Centurion Pipeline L.P., a Delaware limited partnership, on behalf of said limited partnership.



Rachel Anderson
 Notary Public, State of Texas

WINKLER COUNTY
 CLERK
 PO BOX 1007
 KERMIT, TX 78745

DATE: 27-Oct-14 CHECK NO: 10000588

DATE	WORKSHEET (CREDIT MEMO)	DESCRIPTION	PO NUMBER	COMPANY CODE	DISCOUNT	NET
TOTAL						\$2,500.00

EXACTLY Two thousand five hundred and 00/100 Dollars

DATE: 27-Oct-14 CHECK AMOUNT: *****2,500.00

WINKLER COUNTY CLERK
 PO BOX 1007
 KERMIT, TX 78745

J. E. Allen
 AUTHORIZER SIGNATURE

A motion was made by Commissioner Thompson and seconded by Commissioner Neal to approve Resolution Authorizing County Grant in the amount of \$369.25 and application to Texas Department of Agriculture for Texans Feeding Texans: Home-Delivered Meal Grant Program; which motion became an order of the Court upon the following vote:

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



TEXAS DEPARTMENT OF AGRICULTURE
TEXANS FEEDING TEXANS:
HOME DELIVERED MEAL GRANT PROGRAM

TODD STAPLES, COMMISSIONER

RESOLUTION AUTHORIZING COUNTY GRANT

A RESOLUTION OF THE COUNTY OF WINKLER TEXAS (County)
CERTIFYING THAT THE COUNTY HAS MADE A GRANT TO
COUNTY OF WINKLER
(Organization) AN ORGANIZATION THAT PROVIDES HOME-DELIVERED MEALS TO
HOMEBOUND PERSONS IN THE COUNTY WHO ARE ELDERLY AND/OR HAVE A
DISABILITY AND CERTIFYING THAT THE COUNTY HAS APPROVED THE
ORGANIZATION'S ACCOUNTING SYSTEM OR FISCAL AGENT.

WHEREAS, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program (Program); and

WHEREAS, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds.

BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of \$369.25 to be used between the:

1st of January, 2015 and the 31st of December, 2015.
Day Month Year Day Month Year

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent.

Introduced, read, and passed by the affirmative vote of the County on this 10th day of November, 2014.

Signature of Authorized Official

Bonnie Leck, Winkler County Judge

Typed Name and Title

NOTE: All information shown in this resolution must be included in the resolution passed by the County.

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to leave the date for the second Commissioners' Court meeting in December as December 22, 2014 and set the Special Commissioners' Court end-of-year meeting as December 30, 2014; which motion became an order of the Court upon the following vote:


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

Following discussion regarding County holidays for 2015, a motion was made by Commissioner Wolf and seconded by Commissioner Stevens to take Texas Independence Day, Monday, March 02, 2015 in lieu of July 03, 2015 since Independent Day falls on Saturday, July 04, 2015; which motion was defeated by the Court upon the following vote:

Ayes: Commissioners Stevens and Wolf
Noes: Judge Leck, Commissioners Neal and Thompson

Following further discussion, a motion was made by Commissioner Thompson and seconded by Commissioner Neal to set County holidays for 2015 as follows:

OFFICE of the COUNTY JUDGE
BONNIE LECK ~ WINKLER COUNTY



*P. O. Drawer Y
Kermit, TX 79745
(432) 586-6658
Fax (432) 586-3223*

*Vida Simpson
Administrative Assistant*

CORRECTED
November 10, 2014

MEMO TO ALL WINKLER COUNTY DEPARTMENTS


The following holidays were approved by the Winkler County Commissioners' Court today for the 2015 calendar year.

New Year's Day	Thursday, January 1, 2015
Martin Luther King Day	Monday, January 19, 2015
Presidents' Day	Monday, February 16, 2015
Good Friday	Friday, April 3, 2015
Memorial Day	Monday, May 25, 2015
Independence Day	Friday, July 3, 2015
Labor Day	Monday, September 7, 2015
Veterans Day	Wednesday, November 11, 2015
Thanksgiving	Thursday and Friday, November 26 & 27, 2015
Christmas	Thursday and Friday, December 24 & 25, 2015

Winkler County Law Enforcement Center employees:

5 days paid time off beginning January 1, 2015
7 days paid time off beginning July 1, 2015

Best wishes for a wonderful 2015!

Sincerely,

 Bonnie Leck

BL/vs

which motion became an order of the Court upon the following vote:

Ayes: Judge Leck, Commissioners Neal and Thompson
 Noes: Commissioners Stevens and Wolf

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to receive outside audit of tax roll report from William Patton of Robison, Johnston and Patton, LLP; which motion became an order of the Court upon the following vote:

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

After reviewing specifications and bid form for gasoline for County fleet of vehicles for 2015 calendar year, a motion was made by Commissioner Wolf and seconded by Commissioner Stevens to authorize the County Auditor to

advertise for bids for gasoline for County fleet of vehicles for 2015 calendar year; said bids to be received until 10:00 o'clock A.M. on Monday, December 08, 2014, with the Commissioners' Court reserving the right to reject any and all bids; which motion became an order of the Court upon the following vote:

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

REQUEST FOR BID

The Winkler County Commissioners' Court will accept sealed bids for the purchase of gasoline and diesel for the county fleet of vehicles for the period of January 1, 2015 to December 31, 2015. Bids will be received until 10:00 a.m., December 8, 2014. Specifications may be obtained from the office of County Auditor, 1st Floor Courthouse or by writing the County Auditor at P.O. Drawer O, Kermit, Texas 79745. The Commissioners' Court reserves the right to reject any or all bids.

11-20-2014 & 11-27-2014
 Winkler County News

**WINKLER COUNTY
 SPECIFICATIONS & BID FORM
 GASOLINE & DIESEL FUEL
 2015**

The Commissioners Court of Winkler County, Texas, will receive sealed bids on gasoline and diesel fuel for the county fleet for the period beginning January 1 through December 31, 2015. Sealed bids will be received until 10:00 a.m., December 8, 2014 at which time said bids will be opened and read aloud. Bids received after that date and time will be returned to the bidder unopened.

Bids must be submitted in a sealed, opaque envelope and marked on the face "FUEL BID". Bidders are required to submit the original and five copies of their bid using the enclosed bid form. Bids may be mailed to the Winkler County Auditor, Drawer O, Kermit, TX 79745, or hand delivered to the office of the County Auditor, First Floor Courthouse, Kermit, TX. The Commissioners Court reserves the right to reject any or all bids and to waive any irregularities or informalities in any bid received.

SPECIAL CONDITIONS:
 Prices shall be FOB County Bore-Kermit, Hospital-Kermit, County Barn-Wink, and Winkler County Golf Course, and shall be net, excluding federal tax, but including state tax. Tax exemption certificates will be furnished to the successful bidder.

Gasoline bids shall be on regular unleaded gasoline. Bidder shall indicate octane rating. Annual estimated usage is approximately 30,000 gallons. Diesel bids shall be for both dyed diesel (on "off-road" use) and for low sulfur, undyed diesel (on highway use). Estimated annual usage is 10,000 gallons for "off-road" diesel. Highway use diesel will be purchased as needed from vendor's stock. Estimated annual usage is 15,000 for highway use. Delivery is to be on an "on trucked" basis. Bidder must provide steve around storage tanks as indicated:

Golf Course - 300 gal. gasoline tank

Page 1

Winkler County
 Gasoline & Diesel Fuel Bid
 Page 2

Bids must be submitted on a constant price basis. Constant shall be the difference between the posted terminal price and the selling price indicated on the bid. Increases in the constant will not be allowed during the term of this contract. Bid price per gallon should be the total of the posted terminal price and the bidder's profit margin per gallon delivered to Winkler County or sold at the bidder's pump. Applicable state tax must be included in bid price. Fluctuation of the posted terminal price shall be allowed during the term of the contract. In the space provided on the bid form, indicate the bidder's posted terminal price for the time frame 11/27/14 through 12/24/14.

Any exceptions to specifications shall be noted and indicated on attachment to bid form.

**WINKLER COUNTY
 BID FORM
 GASOLINE & DIESEL FUEL
 JANUARY 1, 2015 THROUGH DECEMBER 31, 2015**

Regular Unleaded Grade:

Brand Name _____ Posted Terminal Price _____
 As of (date) _____ Bid Price Per Gallon _____
 Octane Rating _____

Undyed Diesel (highway use):

Brand Name _____ Posted Terminal Price _____
 As of (date) _____ Bid Price Per Gallon _____

Dyed Diesel (off road use):

Brand Name _____ Posted Terminal Price _____
 As of (date) _____ Bid Price Per Gallon _____
 (State Tax Exempt)

Typed Name of Bidder _____ Signature of Bidder _____

Company Name _____ Title of Bidder _____

P.O. Box or Street Address _____ City, State, Zip _____

Telephone Number: Fax Number _____ Date Submitted _____

Following discussion regarding funding vacation clerk for Winkler County Library from contingency funds, a motion was made by Commissioner Thompson to close the Library the week of Thanksgiving, November 24-28, 2014; motion died for lack of second.

A motion was made by Commissioner Neal and seconded by Commissioner Wolf to approve funding vacation clerk for Winkler County Library in Kermit from contingency funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve purchase of convection oven for Winkler County Law Enforcement Center in the amount of \$5,738.00 from budgeted funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Pipeline Construction and Indemnity Contract between Winkler County and DCP Sand Hills Pipeline, LLC for road crossings on the following County Roads:

1. County Road 202;
2. County Road 206;
3. County Road 211; and
4. County Road 407

which motion became an order of the Court upon the following vote:

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

PIPELINE CONSTRUCTION
AND
INDEMNITY CONTRACT

State of Texas
County of Winkler

Know all men by these presents that the undersigned, Winkler County, Texas, and DCP Sand Hills Pipeline, LLC, County Judge, and DCP Sand Hills Pipeline, LLC, Applicant, which makes this contract governing the installation of a 12" Natural Gas Liquids pipeline, and in support of same, the parties make the following Agreements and covenants:

1. The parties to this Agreement are Winkler County, Texas and DCP Sand Hills Pipeline, LLC. Winkler County agrees to grant DCP Sand Hills Pipeline, LLC a license to construct and crossing for 12" pipeline at County Road 202. 10/09/2014

2. CONDITIONS

When Applicant installs a Facility in the crossing area, the following terms and conditions shall apply:

- a. Applicant shall comply with all requirements of the Texas Underground Facility Damage and Safety Act, Section 251, et seq. (Texas Utility Code) and all other applicable and enforceable laws, rules, and regulations.
- b. Applicant shall ensure the method of directional drilling, also known as horizontal directional drilling or HDD, rather than trenching, is used.
- c. Applicant shall ensure that the depth of the crossing is at least 10 feet below the bottom of the crossing area.
- d. Applicant shall install and maintain suitable guard markers, including the location of Applicant's Facility in the crossing area.
- e. Applicant shall carry out all work in the crossing area in a proper and diligent manner and in accordance with good engineering and construction practices.
- f. Applicant shall notify Winkler County 48 hours prior to the commencement of any ground disturbance within 10 feet of Winkler County's easement to enable a field representative to locate and identify the limits of Winkler County's real easement.
- g. During its operations pursuant to this Agreement, Applicant shall have available at the crossing area a copy of this Agreement approved by Winkler County Commissioners.
- h. Applicant shall ensure that the work is carried out in accordance with the technical details that are set out in or in request for permission that have been received by Winkler County and in accordance with the location plan and profile.
- i. The Applicant shall indemnify its contractors of their responsibilities regarding any construction or maintenance of a Facility subject to this Agreement.
 - 1. Where necessary to protect the public, the Applicant shall give or transport the area around the easement and shall erect such warning signs as required.
 - 2. Applicant shall ensure that the weight of any equipment crossing over Winkler County roads will not cause any damage to such roads. Applicant shall, at its expense, install and maintain suitable guard markers, including the location of Applicant's Facility in the crossing area.
 - 3. Applicant shall place and maintain suitable guard markers, including warning signs and barriers, as required, as directed by Winkler County, which may include erecting overhead barriers.
 - 4. Applicant shall cover any Winkler County real easement areas with such quantity and quality of backfill material as is specified by Winkler County field representative prior to the Applicant's resurfacing operations.

- f. Applicant shall, as soon as it is reasonably practicable after the completion of Applicant's work in the crossing area, restore the surface of the crossing area, as closely as is practical in the conditions in which it existed immediately prior to the work being commenced.
- g. In the case of damage to Applicant's Facility in the crossing area or other emergency, Applicant shall commence the necessary work and shall forthwith give to Winkler County's field representative written notice of such damage or other emergency, and of the necessary work to be conducted, and shall forthwith give written notice to Winkler County.
- h. The whole of the cost of the work with respect to Applicant's Facility in the crossing area shall be borne by Applicant.
- i. Applicant shall be liable for and shall pay all taxes, rates and assessments of every description whatsoever that may be imposed by any lawful authority by reason of the presence of Applicant's Facility in the crossing area, or by reason of the Agreement or of anything done by Applicant pursuant to the Agreement. Applicant shall indemnify Winkler County from and against all such taxes, rates and assessments.
- j. The costs associated with the location and identification of DCP Sand Hills Pipeline, LLC's pipelines or the supervision or monitoring of work in the crossing area shall be borne by Applicant for short term work. However, if Applicant's work extends past three (3) working days, these extended costs, including the first three (3) days, will be charged to the Applicant.
- k. Applicant shall, except in cases of emergency, provide three (3) working days' notice to Winkler County prior to commencement of construction or installation of the facility.

3. READINESS TO DETAIL

In the case of detail by Applicant as a contractor or any of the provisions of this Agreement, Winkler County may give notice thereof to Applicant. If Applicant fails to commence or proceed with such detail within fifteen (15) days after receipt of such notice and diligently complete such detail thereafter, Winkler County may take such steps as are appropriate to remedy such default and Applicant shall be liable for and shall pay all reasonable costs and expenses incurred by Winkler County in remedying the default.

Without prejudice to anything to the contrary which Winkler County may have against Applicant at law or in equity or pursuant to the terms of this Agreement, in the event the Applicant fails to comply with the terms of this Agreement, the Applicant shall pay to Winkler County forthwith upon demand the sum of One Thousand and no/100 Dollars as liquidated damages in respect of the amount of any right-of-way or right-of-access per foot (100/100th) of county road measured from right-of-way to right-of-way. Applicant and Winkler County agree that the actual damages to Winkler County in the event of such breach are much greater than the amount stated and that the amount stated is a reasonable estimate thereof.

4. FURTHER WORK

- a. If, subsequent to the initial work to be undertaken by Applicant for a facility, other work or works or projects are proposed to be undertaken any work in the crossing area, the Applicant shall be deemed to have consented to the carrying out of such work in the crossing area, and the provisions of this Agreement shall apply mutatis mutandis to all subsequent work undertaken by either party.
- b. Notwithstanding the foregoing, installation of any facility other than those covered by this Agreement shall require a separate crossing agreement.
- c. Notwithstanding the foregoing, if emergency work is required by either party, that party shall commence the necessary work and shall forthwith give to the other party a field representative written notice of such emergency and necessary work, and shall forthwith give written notice to Winkler County.

Wink Date

Page 1

Wink Date

Page 2

5. LIABILITY AND INDEMNITY

- a. Applicant shall be liable to Winkler County for all loss, damage and expenses which Winkler County may suffer, sustain or incur as a result of any matter of this Agreement, out of or attributable to any act or omission of Applicant, its servants, agents, contractors or employees in respect of Applicant's use of the crossing area or its operations in the crossing area, and in addition:
- b. Winkler County agrees to indemnify Applicant, its servants, agents, contractors and employees from and against all such loss, damage and expenses, including reasonable attorneys' fees, which may be brought against or suffered by Winkler County or which are hereinafter incurred by it in respect of any matter of this Agreement or in connection with or in consequence of any act or omission of Applicant, its servants, agents, contractors or employees in respect of Applicant's construction, use and maintenance of the crossing area or its operations in the crossing area.

6. ASSIGNMENT

Neither party shall assign or transfer this Agreement or the rights and privileges hereby granted hereunder to any third party, and the parties hereto and their heirs and assigns shall not be deemed to have authorized, together with any request for such consent, the Assignee that provides the next party with the Assignee's written confirmation that the Assignee is familiar with the terms of this Agreement and agrees to be bound by the terms of this Agreement.

7. Winkler County does not purport to grant the placement of such over or under State Highways, and its permission granted hereunder shall not constitute a license to use any lands which cross within the easement of the County, Road or Easement.

8. DCP Sand Hills Pipeline, LLC, hereby certifies that they hold no interest in, either the interest in the complete estate in the properties shown which said pipeline shall traverse, or any lesser estate of whatever nature, in the properties shown which the Applicant is constructing and placing said line. If they request, the Applicant will provide them with a written agreement or other legal right to place the pipeline upon the land adjacent to the County right of way.

9. DCP Sand Hills Pipeline, LLC, hereby agrees to indemnify and hold harmless Winkler County, from any liability or damages that the County may suffer as the result of the construction, use, maintenance, placement or failure of the pipeline subject to the terms, conditions and judgments hereinof, County attorneys at law of record of this Agreement. Winkler County reserves the right to terminate this Agreement at will and that the loss is returned and the site is restored and approved by the County after said removal.

10. The County, in the event of any part of this Agreement, shall incur necessary expenses or losses, or be obligated to pay damages, for or on account of, DCP Sand Hills Pipeline, LLC, agrees to reimburse the County for such expenses, attorney's fees, or costs within sixty (60) days after receiving written notice from the County of the incurring of such expenses, attorney's fees, or costs or obligations.

11. Should DCP Sand Hills Pipeline, LLC fail to pay the County, within the sixty (60) day period referred to in the foregoing paragraph, DCP Sand Hills Pipeline, LLC agrees to pay interest at the rate of eight (8%) percent per annum on the maximum total sum permitted by law on the aggregate expenses or costs incurred by the County in the enforcement of this contract on any sums. DCP Sand Hills Pipeline, LLC is obliged to pay a 10% interest to the County on any sums due to the County from the date such expense or costs are incurred, or such sums are paid to the County.

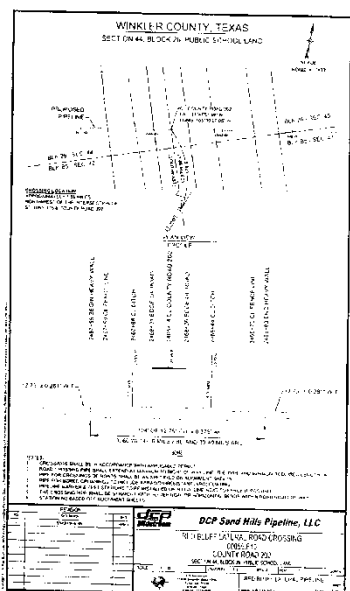
12. The parties agree that the venue for any cause of action filed to enforce or interpret the subject matter of this contract shall be in Winkler County, Texas.

Wink Date

Page 1

Wink Date

Page 4



Entry into this contract by the County was authorized by official act of the Winkler County Commissioners Court taken during a meeting which occurred on the ___ day of _____, 20___, the minutes of which duly reflect the same.

SIGNED AND ENTERED INTO on this ___ day of _____, 20___

WINKLER COUNTY

By: _____
County Judge
Winkler County Judge

DCP Sand Hills Pipeline, LLC
By: _____
Printed Name: [Name]
Title: [Title]
Address: [Address]
Telephone: [Phone]
Cellular Telephone: [Phone]
Fax: [Phone]
E-mail: [Email]

CONTRACTOR:

By: _____
Printed Name: [Name]
Title: [Title]
Address: [Address]
Telephone: [Phone]
Cellular Telephone: [Phone]
Fax: [Phone]
E-mail: [Email]

PIPELINE CONSTRUCTION
AND
INDemnITY CONTRACT

State of Texas
County of Winkler

Covering Winkler County Commissioners' Court by and through The Honorable Dennis Leek, County Judge, and DCP Sand Hills Pipeline, LLC, Applicant, which makes this a contract governing the installation of a 12" Natural Gas Lateral pipeline, LLC and the expense, the right to construct said crossing for 12" pipeline at County Road 206 31°24'45"N 101°14'40.84"W

- 1. The parties to this Agreement are Winkler County, Texas and DCP Sand Hills Pipeline, LLC. Winkler County hereby grants DCP Sand Hills Pipeline, LLC and the expense, the right to construct said crossing for 12" pipeline at County Road 206 31°24'45"N 101°14'40.84"W

2. CONDITIONS

- When Applicant installs a facility in the crossing area, the following terms and conditions shall apply.
 - a. Applicant shall comply with all requirements of the Texas Underground Facility Damage and Safety Act, Section 757, of the Texas Utilities Code, and all other applicable laws and regulations pertaining to this project.
 - b. Applicant shall employ the method of directional boring, also known as horizontal directional drilling or HDD, rather than trenching or cutting.
 - c. Applicant shall bury said pipeline to a depth consistent with the Texas Department of Transportation requirements for a concrete encasement.
 - d. Applicant shall install and maintain suitable "cutoff markers" indicating the location of Applicant's facility in the crossing area.
 - e. Applicant shall carry out all work in the crossing area in a proper and diligent manner and in accordance with good engineering and construction practices.
 - f. Applicant shall notify Winkler County 48 hours prior to the commencement of any ground disturbance within 70 feet of Winkler County's easement to enable a field representative to be on-site and identify the limits of Winkler County's road easement.
 - g. During its operation pursuant to this Agreement, Applicant shall have available at the crossing area a copy of this Agreement approved by Winkler County Commissioners' Court.
 - h. Applicant shall ensure that the work is carried out in accordance with the technical details that are set out in the requests for permission that have been received by Winkler County and in accordance with the Local Ordinance and Public.

- 1. The Applicant shall inform its contractors of their responsibilities regarding any excavation or installation of a facility subject to this Agreement.
 - 2. When necessary to protect the public, the Applicant shall fence or barricade the area around the excavation and shall erect any warning works required.
 - 3. Applicant shall ensure that the weight of any equipment crossing over Winkler County roads will not cause any damage to said roads. Applicant shall, if requested by Winkler County, follow any constraints, limits, or other rules during any such crossing of equipment.
 - 4. Applicant shall physically support Winkler County bridges, overhead power lines and power lines to comply with Winkler County's rules, while any work is being carried out thereunder.
 - 5. Applicant shall cover the Winkler County road as covered crossing with such covering and quality of material material as is specified by Winkler County field representative prior to the Applicant commencing the filling operations.

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- 7. Applicant shall, as soon as it is reasonably practical after the completion of Applicant's work in the crossing area, restore the surface of the crossing of the area as closely as is practical to the condition in which it existed immediately prior to the work being undertaken.
 - 8. In the case of damage to Applicant's facility in the crossing area or other emergency, Applicant shall commence the necessary work and shall forthwith give to Winkler County's field representative verbal notice of such damage or other emergency and of the necessary work to be conducted, and shall forthwith give written notice to Winkler County.
 - 9. The whole of the cost of the work shall rest on Applicant's liability in the crossing area shall be borne by Applicant.
 - 10. Applicant shall be liable for said shall give all taxes, rates and assessments of every description whatsoever that may be imposed by any lawful authority by reason of the presence of Applicant's facility in the crossing area, on or from this Agreement or of anything done by Applicant pursuant to this Agreement. Applicant shall indemnify Winkler County from and against all such taxes, rates and assessments.
 - 11. The costs associated with the location and identification of DCP Sand Hills Pipeline, LLC's pipelines on the supervision or monitoring of work in the crossing area shall not be charged to Applicant for short-term work. However, if Applicant's work extends past two (2) working days, their extended costs shall be charged to the Applicant.
 - 12. Applicant shall, except in cases of emergency, provide three (3) working days' notice to Winkler County prior to commencing any construction or installation of the facility.

3. REMEDY ON DEFAULT

In the case of default by Applicant in carrying out any of the provisions of this Agreement, Winkler County may cause the work to be carried out by Applicant or by another contractor at such cost as shall be determined by Applicant. If Applicant fails to commence its work, such default shall be deemed to have occurred if Applicant fails to commence its work within fifteen (15) days after receipt of such notice and diligently commence its remedial operations. Winkler County may take such steps as are appropriate to remedy such default and Applicant shall be liable for all such steps of reasonable costs and expenses incurred by Winkler County in remedying the default.

Without prejudice to the above, and notwithstanding that Winkler County may have granted Applicant a license or permit to carry out this Agreement, in the event the Applicant fails to comply with the terms of this Agreement, the Applicant shall pay to Winkler County the sum of one thousand dollars (\$1,000.00) per day for every day that Applicant fails to commence its work in the crossing area, and Applicant shall be liable for the cost of any such damages. Applicant shall be liable for the cost of any such damages in the event of any such breach of Applicant's obligations and that the above amount is a reasonable estimate thereof.

4. PUBLIC WORKS

- a. If, subsequent to the start of work to be undertaken by Applicant for its facility, either Winkler County or Applicant desires to undertake any work in the crossing area, this Agreement shall be deemed to have terminated in that party, and the provisions of this Agreement shall apply only to the work in all subsequent work undertaken by either party.
- b. Notwithstanding the foregoing, installation of any facility other than those covered by this Agreement shall require a separate written agreement.
- c. Notwithstanding the foregoing, emergency work is required by either party, that party shall commence the necessary work and shall forthwith give the other party a verbal representative verbal notice of the emergency and necessary work, and shall forthwith give written notice to the other party.

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5. LIABILITY AND INDEMNITY

Applicant shall be liable to Winkler County for all loss, damages and expenses which Winkler County may suffer, sustain or incur, or which become a liability of Winkler County, arising out of or attributable to any act or omission of Applicant, its servants, agents, contractors or employees in respect of Applicant's use of the crossing area or by reason of this Agreement, and in addition:

- a. indemnify Winkler County against all claims, proceedings, claims, demands and costs which may be brought against or incurred by Winkler County or which may sustain, pay or make the subject of any claim or proceedings, claims, demands or proceedings, in respect of Applicant's construction, use and maintenance of the crossing area or by reason of this Agreement.

6. ASSIGNMENT

Neither party shall assign or transfer this Agreement or the rights and privileges hereby granted without the written consent of the other party, but had an interest and their consent shall not be unreasonably withheld. Together with any request for such consent, the Assignee shall provide the other party with the Assignee's written confirmation that the Assignee is satisfied with the terms of this Agreement and agrees to be bound by the terms of this Agreement.

Winkler County does not guarantee or permit the placement of said line on private land or State property, and its permission granted hereunder only extends to that portion of land on which it exists within the jurisdiction of the County and is subject to:

8. DCP Sand Hills Pipeline, LLC certifies that the holder of vendor title to either the mineral or the surface estate in the proposed crossing which said pipeline shall travel, or are beneficial owners of said estate in the proposed crossing, are the Applicant or its authorized agent and that the Applicant will provide proof of such ownership agreement or other legal right to place the pipeline upon ground adjacent to the County right-of-way.

9. DCP Sand Hills Pipeline, LLC hereby agrees to indemnify and save harmless Winkler County, from any liability or damages the County may suffer as a result of the construction, use, maintenance, placement or failure of the pipeline which is the County's demands, costs or judgments against the County arising out of subject to this Agreement. The indemnification provided shall extend from the date of this Agreement until such date as the work is completed and the site is restored and approved by the County after final approval.

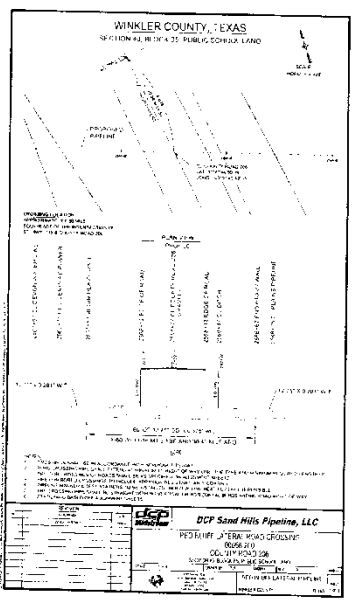
10. If the County, in the enforcement of any part of this Agreement, shall incur any costs, expenses, or become obligated to pay amounts, fees or court costs, DCP Sand Hills Pipeline, LLC agrees to reimburse the County, on a full, non-refundable basis, of such costs, within 30 days after receipt of written notice from the County of the incurring of such expenses, attorney fees and/or obligations.

11. Should DCP Sand Hills Pipeline, LLC fail to pay the County within the sixty (60) day period referred to in the foregoing paragraph, DCP Sand Hills Pipeline, LLC agrees to pay interest on the sum of the amount of the payment, plus interest or the maximum legal rate permitted by law or the necessary expenses or costs incurred by the County in the enforcement of this contract or in any suit. DCP Sand Hills Pipeline, LLC is identified in this work with respect to the matter in which indemnity is provided to the County, from the date such expenses or costs are incurred, and such payment shall be to the County.

12. The parties agree that the venue for any cause of action filed to enforce or interpret the subject matter of this contract shall be in Winkler County, Texas.

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PIPELINE CONSTRUCTION
AND
INDEMNITY CONTRACT

State of Texas
County of Winkler

Know all Men by these presents that the Honorable Homer Fitch, County Judge, and DCP Sand Hills Pipeline, LLC, Applicant, which makes this a County governing the construction of a 12" Natural Gas Liquid Pipeline, and in support of same, its parties make the following agreements and covenants:

- 1. The parties to this Agreement are Winkler County, Texas and DCP Sand Hills Pipeline, LLC. Winkler County agrees to grant DCP Sand Hills Pipeline, LLC, the right to construct said crossing the 12" pipeline at County Road 211 (12" pipeline).
- 2. **CONDITIONS**

- When Applicant starts a facility in the crossing area the following terms and conditions shall apply:
 - a. Applicant shall comply with all requirements of the Texas Underground Utility Damage and Safety Act, Version 111 (2011), Texas Rules Code and any other applicable laws and regulations.
 - b. Applicant shall employ the method of directional boring also known as horizontal directional drilling or HDD, rather than trenching or cutting.
 - c. Applicant shall install and maintain adequate borehole markers indicating the location of Applicant's facility in the crossing area.
 - d. Applicant shall install and maintain adequate borehole markers indicating the location of Applicant's facility in the crossing area.
 - e. Applicant shall install and maintain adequate borehole markers indicating the location of Applicant's facility in the crossing area.
 - f. Applicant shall install and maintain adequate borehole markers indicating the location of Applicant's facility in the crossing area.
 - g. Applicant shall install and maintain adequate borehole markers indicating the location of Applicant's facility in the crossing area.
 - h. Applicant shall install and maintain adequate borehole markers indicating the location of Applicant's facility in the crossing area.
 - i. Applicant shall install and maintain adequate borehole markers indicating the location of Applicant's facility in the crossing area.
 - j. Applicant shall install and maintain adequate borehole markers indicating the location of Applicant's facility in the crossing area.
 - k. Applicant shall install and maintain adequate borehole markers indicating the location of Applicant's facility in the crossing area.
 - l. Applicant shall install and maintain adequate borehole markers indicating the location of Applicant's facility in the crossing area.
 - m. Applicant shall install and maintain adequate borehole markers indicating the location of Applicant's facility in the crossing area.
 - n. Applicant shall install and maintain adequate borehole markers indicating the location of Applicant's facility in the crossing area.
 - o. Applicant shall install and maintain adequate borehole markers indicating the location of Applicant's facility in the crossing area.
 - p. Applicant shall install and maintain adequate borehole markers indicating the location of Applicant's facility in the crossing area.
 - q. Applicant shall install and maintain adequate borehole markers indicating the location of Applicant's facility in the crossing area.
 - r. Applicant shall install and maintain adequate borehole markers indicating the location of Applicant's facility in the crossing area.
 - s. Applicant shall install and maintain adequate borehole markers indicating the location of Applicant's facility in the crossing area.
 - t. Applicant shall install and maintain adequate borehole markers indicating the location of Applicant's facility in the crossing area.
 - u. Applicant shall install and maintain adequate borehole markers indicating the location of Applicant's facility in the crossing area.
 - v. Applicant shall install and maintain adequate borehole markers indicating the location of Applicant's facility in the crossing area.
 - w. Applicant shall install and maintain adequate borehole markers indicating the location of Applicant's facility in the crossing area.
 - x. Applicant shall install and maintain adequate borehole markers indicating the location of Applicant's facility in the crossing area.
 - y. Applicant shall install and maintain adequate borehole markers indicating the location of Applicant's facility in the crossing area.
 - z. Applicant shall install and maintain adequate borehole markers indicating the location of Applicant's facility in the crossing area.

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- Applicant shall, as soon as it is reasonably practical after the completion of Applicant's work in the crossing area, restore the surface of the crossing of the area as closely as practicable to the condition in which it existed immediately prior to the work being constructed.
- In the case of damage to Applicant's facility in the crossing area or other property, Applicant shall commence the necessary work and shall forthwith give to Winkler County a field reclamation report covering all such damage or other emergency use of the necessary work as be conducted and shall forthwith give written notice to Winkler County.
- The whole of the cost of the work with respect to Applicant's facility in the crossing area shall be borne by Applicant.
- Applicant shall be liable for and shall pay all taxes, rates and assessments of every description whatsoever that may be levied by any lawful authority by reason of the presence of Applicant's facility in the crossing area, or by reason of this Agreement or of anything done by Applicant pursuant to this Agreement. Applicant shall indemnify Winkler County from and against all such taxes, rates and assessments.
- The costs associated with the location and identification of DCP Sand Hills Pipeline, LLC's pipeline in the crossing area shall be borne by Applicant. If Applicant fails to complete its work within the time specified in this Agreement, or if Applicant's work extends past three (3) working days, these extended days including the first three (3) days, shall be charged to the Applicant.
- Applicant shall, except in cases of emergency, provide three (3) working days notice to Winkler County prior to commencement of construction or installation on the facility.

3. **REMEDY ON DEFAULT**

In the case of default by Applicant in carrying out any of the provisions of this Agreement, Winkler County may give notice in writing to Applicant. If Applicant fails to complete its work within the time specified in this Agreement, or if Applicant's work extends past three (3) working days, these extended days including the first three (3) days, shall be charged to the Applicant.

Without limiting its limitations on other remedies available to Winkler County, upon Applicant's failure to complete its work within the time specified in this Agreement, or if Applicant's work extends past three (3) working days, these extended days including the first three (3) days, shall be charged to the Applicant. Winkler County shall have the right to complete such remedial actions, Winkler County shall have the right to appropriate to remedy such default and Applicant shall be liable for and shall pay a reasonable cost and expense incurred by Winkler County to remedy such default.

4. **OTHER TERMS**

- Subject to the final work to be undertaken by Applicant in the crossing area, this Agreement shall be deemed to have been carried out in full and the provisions of this Agreement shall apply to all subsequent work undertaken by either party.
- Notwithstanding the foregoing, installation of any facility other than those covered by this Agreement shall require a separate crossing agreement.
- Notwithstanding the foregoing, if emergency work is required by either party, the parties shall commence the necessary work and shall forthwith give the other party a field reclamation report, notice of the emergency and necessary work and shall forthwith give written notice to the other party.

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5. **LIABILITY AND INDEMNITY**

- Applicant shall:
 - a. be liable to Winkler County for all loss, damages and expenses when Winkler County may suffer, sustain, incur, or be caused by or result from any injury, loss, damage or other liability to any person or property of Applicant, its agents, servants, contractors or employees in respect of Applicant's use of the crossing area or by reason of this Agreement and its failure.
 - b. indemnify Winkler County against all losses, damages, claims, demands and costs which may be brought against or incurred by Winkler County or its agents, servants, contractors or employees in respect of Applicant's use of the crossing area or by reason of this Agreement and its failure.

6. **ASSIGNMENT**

Neither party shall assign or transfer the Agreement or the rights and privileges hereunder, in whole or in part, without the written consent of the other party, and such consent shall not be unreasonably withheld. If the parties agree to assign or transfer the Agreement, a written assignment agreement shall be signed by the parties to this Agreement.

- Winkler County may not pressure to permit the placement of said line on private lands or State highway, and its permission shall not be given unless it is in accordance with the laws which govern the construction of the Texas State Highway.

- DCP Sand Hills Pipeline, LLC hereby certifies that it is not a public utility, within the meaning of the Public Utility Act of 1905, and that it is not a public utility, within the meaning of the Public Utility Act of 1905, and that it is not a public utility, within the meaning of the Public Utility Act of 1905.

- DCP Sand Hills Pipeline, LLC hereby agrees to indemnify and save harmless Winkler County, from any liability or damage for the crossing area, as the result of the production, use, maintenance, placement or failure of the pipeline, which is the duty of the Applicant, and its agents, servants, contractors or employees, in respect of Applicant's use of the crossing area or by reason of this Agreement and its failure.

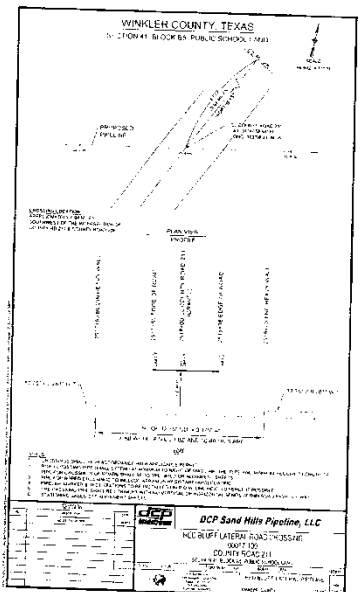
- If the crossing is in the enforcement of any part of the Agreement shall incur separate expenses, or become obligated to pay, Applicant's Service Contract, DCP Sand Hills Pipeline, LLC agrees to reimburse the County for such expenses, attorney's fees, or costs, within sixty (60) days after the date of the County's bill for the amount of such expenses, or as soon thereafter as the County so demands.

- Should DCP Sand Hills Pipeline, LLC fail to pay the County within the time specified in the preceding paragraph, DCP Sand Hills Pipeline, LLC agrees to pay interest on the amount of such expenses, attorney's fees, or costs, at the rate of ten percent (10%) per annum from the date of the County's bill for the amount of such expenses, attorney's fees, or costs, until the amount of such expenses, attorney's fees, or costs, is paid in full.

- The parties agree that the terms of any contract or agreement entered into by either party in the crossing area shall be subject to the terms of this Agreement.

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Be it into this contract by the County was authorized by official act of the Winkler County Commissioners' Court taken during a meeting which occurred on the ___ day of _____, 20___, the minutes of which duly reflect the same.

SIGNED AND ENTERED INTO on this ___ day of _____, 20___.

WINKLER COUNTY

By: _____
Homer Fitch
County Judge

DCP Sand Hills Pipeline, LLC

By: _____
Printed Name: _____
Title: _____
Address: _____
City: _____
State: _____
Zip: _____
Phone: _____
Fax: _____
Email: _____

CONTRACTOR

By: _____
Printed Name: _____
Title: _____
Address: _____
City: _____
State: _____
Zip: _____
Phone: _____
Fax: _____
Email: _____

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County Road Number 407
Project Number 47

**PIPELINE CONSTRUCTION
AND
INDEMNITY CONTRACT**

State of Texas
County of Winkler

County Road 407 in Winkler County, Texas, to be used through The Honorable Bonnie Leck, County Judge, and DCP Sand Hills Pipeline, LLC. Applicant, which grants this a contract involving the installation of a 12" Natural Gas Pipeline, and in support of 407, the parties have the following agreement and covenants:

1. The parties to this Agreement are Winkler County, Texas and DCP Sand Hills Pipeline, LLC. Winkler County agrees to grant DCP Sand Hills Pipeline, LLC the right to construct said crossing by 12" pipeline at County Road 407 31°17'53"N, 102°18'53"W.

2. COMPLETION

- When Additional Article 3 Facilities on the stated area, the following terms and conditions shall apply:
 - a. Applicant shall comply with all requirements of the Texas Underground Facility: Burial and Safety Act, Section 222, on July 1, 2013, and all associated rules and regulations promulgated thereunder.
 - b. Applicant shall employ the method of directional boring, also known as horizontal directional drilling or HDD, rather than trenching or cutting.
 - c. Applicant shall employ a depth calculator with the Texas Instrument of the Texas Department of Transportation regulations (non-corrosive) to ensure the location of Applicant's horizontal buried markers satisfies the location of Applicant's horizontal directional boring.
 - d. Applicant shall carry out all work in the crossing area in a proper and diligent manner and in accordance with applicable engineering and construction practices.
 - e. Applicant shall indemnify, defend, hold harmless and hold DCP Sand Hills Pipeline, LLC harmless from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or from the construction of any ground disturbance within 15 feet of Winkler County's easement in fee simple. DCP Sand Hills Pipeline, LLC shall indemnify, defend, hold harmless and hold Winkler County's easement in fee simple harmless.
 - f. During its obligation pursuant to this Agreement, Applicant shall have available at the crossing area a copy of this Agreement approved by Winkler County Commissioners' Court.
 - g. Applicant shall secure, but the work is started, all necessary permits with the relevant agencies that are not set out in this Agreement that have been accepted by Winkler County and its jurisdiction over the location, the use and effect.
 - h. The applicant shall indemnify, defend, hold harmless and hold Winkler County harmless from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or from the construction of any ground disturbance within 15 feet of Winkler County's easement in fee simple.
 - i. When necessary to protect the public, the Applicant shall place and maintain the area around the construction and any other necessary signs as required.
 - j. Applicant shall ensure that the depth of the Applicant's crossing in Winkler County shall not exceed any depth of any other crossing in the crossing area during any work, including all equipment.
 - k. Applicant shall physically inspect in order to ensure bridges, culverts, ditches, and any other structures are not damaged by Applicant's work, and any work to be carried out thereunder.
 - l. Applicant shall secure any Winkler County that is essential to the construction of any ground disturbance within 15 feet of Winkler County's easement in fee simple. DCP Sand Hills Pipeline, LLC shall indemnify, defend, hold harmless and hold Winkler County's easement in fee simple harmless.

Page 1

County Road Number 407
Project Number 47

- 6. Applicant shall, as soon as it is reasonably practical after the completion of Applicant's work in the crossing area, restore the surface of the crossing area to its original condition or to a better condition than it was in before the work was undertaken.
- 7. In the event of damage to Applicant's facility in the crossing area or other emergency, Applicant shall commence the necessary work and shall forthwith give to Winkler County a field representative verbal notice of such damage or other emergency and of the necessary work to be conducted, and shall furnish it, give written notice to Winkler County.
- 8. The middle of the rest of the work with respect to Applicant's facility in the crossing area shall be done by Applicant.
- 9. Applicant shall be liable for work shall pay all taxes, rates and assessments, if any, description whatever that may be imposed by any taxing authority by reason of the presence of Applicant's facility in the crossing area or by reason of this Agreement or of anything done by Applicant pursuant to this Agreement. Applicant shall indemnify Winkler County from and against all such taxes, rates and assessments.
- 10. The work associated with the location and installation of DCP Sand Hills Pipeline, LLC's pipeline on the subject area in connection with work in the crossing area shall not be construed to the Applicant for such work. However, if Applicant's work extends past their 15 working days, those extended terms, including the first term's liability, will be assigned to the Applicant.
- 11. Applicant shall, except in cases of emergency, provide three (3) working days' notice to Winkler County prior to commencement of construction or installation of the facility.

3. REMEDIATION DEFECTS

In the event of a defect by Applicant in carrying out any of the provisions of this Agreement, Winkler County may give notice thereof to Applicant. If Applicant fails to commence to correct such defect within fifteen (15) days after receipt of such notice and diligently complete such correction, Winkler County may take such steps as are appropriate to remedy such defect. Applicant shall be liable for and shall pay all reasonable costs, damages, losses, and expenses, including the Winkler County's reasonable attorney's fees, incurred by Winkler County in connection with such remedial work.

4. FURTHER WORK

- a. In subsequent to the work to be undertaken by Applicant for as facilities either Work or County as Applicant desires to undertake any work in the crossing area, this Agreement shall be deemed to grant access to the party, and the provisions of this Agreement shall apply to any work undertaken in all subsequent work undertaken by either party.
- b. Notwithstanding the foregoing, installation of any other work than that covered by this Agreement shall require a separate crossing agreement.
- c. Notwithstanding the foregoing, if emergency work is required by either party, that party shall commence the necessary work and shall forthwith give the other party a field representative verbal notice of an emergency and necessary work and shall forthwith commence the necessary work.

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County Road Number 407
Project Number 47

5. LIABILITY AND INDEMNITY

Applicant shall be liable to Winkler County for all loss, damages and expenses which Winkler County may suffer, sustain, pay or incur by reason of any matter or thing arising out of or attributable to the work or services of Applicant or its agents, employees, contractors or employees in respect of Applicant's use of the crossing area in fee simple under this Agreement, and in addition:

- 1. Applicant's liability to Winkler County for all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or from the construction of any ground disturbance within 15 feet of Winkler County's easement in fee simple.
- 2. Applicant's liability to Winkler County for all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or from the construction of any ground disturbance within 15 feet of Winkler County's easement in fee simple.

6. ASSIGNMENT

Neither party shall assign or transfer this Agreement or the rights and privileges hereby granted without the written consent of the other party first had and obtained and such consent shall not be unreasonably withheld. Together with any request for such consent, the Assignee shall provide the other party with the Assignee's written confirmation that the Assignee is familiar with the terms of this Agreement and agrees to be bound by the terms of this Agreement.

7. WINKLER COUNTY DOES NOT WARRANT

Winkler County does not warrant, by permit, the placement of said line on private land or public highways, and it permits no guarantee hereunder shall extend to that portion of said line which is located on private land of the County Road 407 Project.

8. DCP SAND HILLS PIPELINE, LLC HEREBY CERTIFIES

that they hold separate title to the crossing area and that they are the sole owners of the crossing area. Applicant shall provide proof of such contractual agreement or other legal title to the crossing area prior to the crossing area's right of way.

9. DCP SAND HILLS PIPELINE, LLC HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS

Winkler County from any liability or damages the County may suffer as the result of the construction and maintenance, use or failure of the pipeline within its easement in fee simple, unless of judgment against the County is made out of contract of this Agreement. The indemnity herein provided shall extend from the date of this Agreement until such time as the line is abandoned and the site is restored and approved by the County after said contract.

10. IF THE COUNTY, IN THE ENFORCEMENT OF ANY PART OF THIS AGREEMENT, SHALL INCUR REASONABLE EXPENSES OR LIABILITIES

attributable to pay attorneys' fees or court costs, DCP Sand Hills Pipeline, LLC agrees to reimburse the County for such expenses, attorneys' fees, or court costs within 15 days after receiving written notice from the County of the incurring of such expenses, attorneys' fees, or court costs.

11. SHOULD DCP SAND HILLS PIPELINE, LLC FAIL TO PAY SUCH COSTS

within the sixty (60) day period referred to in the foregoing paragraph, DCP Sand Hills Pipeline, LLC agrees to pay interest at the rate of eight (8) percent per annum, to the maximum extent permitted by law, on the necessary expenses or costs incurred by the County in the enforcement of this contract, in addition to any other costs incurred by the County. DCP Sand Hills Pipeline, LLC is deemed to have waived its right to the extent of its liability under this contract, from the date such expenses or costs are incurred or such costs are paid by the County.

12. THE PARTIES AGREE THAT THE VENUE FOR ANY DISPUTE

arising out of or from this contract shall be the County of Winkler, Texas, and that the venue of any such dispute shall be in the County of Winkler, Texas.

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County Road Number 407
Project Number 47

WINKLER COUNTY

By: _____
Bonnie Leck
Winkler County Judge

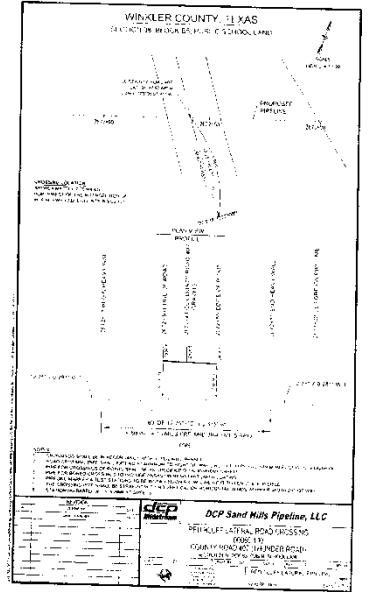
DCP SAND HILLS PIPELINE, LLC

By: _____
Title: _____
Address: _____
Telephone: _____
Cellular Telephone: _____
E-mail: _____

CONTRACTOR:

By: _____
Printed Name: _____
Title: _____
Address: _____
Telephone: _____
Cellular Telephone: _____
E-mail: _____

Page 4



A motion was made by Commissioner Stevens and seconded by Commissioner Neal to approve Pipeline Construction and Indemnity Contract

between Winkler County and Regency Field Services for the following road crossings:

1. County Road 306 – 4” polyethylene pipe fuel line; and
2. County Road 306 – 10” polyethylene pipe discharge line

which motion became an order of the Court upon the following vote:

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

County Road Number 306
Project Number 3

**PIPELINE CONSTRUCTION
AND
INDEMNITY CONTRACT**

State of Texas
County of Winkler

Contract with Winkler County Commission Court, by and through Joe Monson, Travis Leck, County Judge, and Regency Field Services LLC, Applicant, which makes the contract governing the installation of a 4” polyethylene pipe fuel line and a 10” steel discharge at County Road 306, 10°47’48.790”N, 10°07’29.550”W.

1. The parties to this Agreement are Winkler County, Texas and Regency Field Services LLC. Winkler County agrees to grant Regency Field Services LLC, its assignees, the right to construct and install the 4” polyethylene pipe fuel line at County Road 306.

2. CONDITIONS

When Applicant installs a Facility at the crossing area, the following terms and conditions shall apply:

- Applicant shall comply with all requirements of the Texas State Ground Water Protection and Safety Act, Section 231.01 et seq., Texas Utilities Code, and all other applicable state and federal laws, rules, and regulations.
- Applicant shall employ the method of directional boring, also known as horizontal directional drilling or HDD, rather than trenching or cutting.
- Applicant shall use only bare pipe or coated pipe. All polyethylene pipe shall be used.
- The bore shall be no less than four feet (4’) from the road on each side.
- Applicant shall have the pipe installed to a depth consistent with the Texas Department of Transportation requirements from pavement to pavement.
- Applicant shall install and maintain suitable bonded markers indicating the location of Applicant’s Facility in the crossing area.
- Applicant shall install and maintain the crossing area in a secure and durable manner and in accordance with good engineering and current best practices.
- Applicant shall notify Winkler County 24 hours prior to the commencement of any ground disturbance within 50 feet of Winkler County’s easement to enable a field representative to observe and identify the limits of Winkler County’s road easement.
- During the negotiation process to this Agreement, Applicant shall have available to the crossing area a copy of this Agreement approved by Winkler County Commissioners’ Court.
- Applicant shall ensure that the areas to be drilled are in accordance with the technical details that are set out in the request for permits that have been accepted by Winkler County and in accordance with the Location Plan and Notes.
- The Applicant shall inform all subcontractors of their responsibilities regarding any construction or installation of Facilities subject to this Agreement.

3. PRIOR TO COMMENCEMENT OF ANY WORK, APPLICANT SHALL PROVIDE TO WINKLER COUNTY THE REQUIRED 1-800-DFW-1155 FORM.

- When necessary to protect the public, the Applicant shall fence or barricade the area around the location of work that meets the following criteria:
 - Applicant shall ensure that the depth of any equipment crossing over Winkler County roads will not create any damage to said roads. Applicant shall, if requested by Winkler County Field representatives, stop the crossing area during any such crossing of equipment.

County Road Number 306
Project Number 3

- Applicant shall promptly support Winkler County bridges, culvert crossings and road easements as required, or as directed by Winkler County, while any work is being carried out hereunder.
- Applicant shall cover any Winkler County road or easement damaged with such quantity and quality of backfill material as is specified by Winkler County field representatives prior to the Applicant commencing backfilling operations.
- Applicant shall, as soon as it is reasonably practical after the completion of Applicant’s work in the crossing area, restore the surface of the crossing of the area at least as to the condition in which it existed immediately prior to the work being commenced.
- In the case of damage to Applicant’s Facility in the crossing area or other easements, Applicant shall commence the necessary work and shall forthwith give to Winkler County a field representative written notice of such damage or other emergency and of the necessary work to be conducted, and shall forthwith give written notice to Winkler County.
- The whole of the cost of the work with respect to Applicant’s Facility in the crossing area shall be borne by Applicant.
- Applicant shall be liable for and shall pay all taxes, rates and assessments of every description whatsoever that may be assessed by any state authority by reason of the presence of Applicant’s Facility in the crossing area, or by reason of this Agreement or of anything done by Applicant pursuant to this Agreement. Applicant shall indemnify Winkler County from and against all such taxes, rates and assessments.
- The costs associated with the location and identification of Regency Field Services LLC’s facilities or the suppression or monitoring of work in the crossing area shall be borne by the Applicant for their own work. However, if Applicant’s work causes any damage to the crossing area, such notice and any necessary remedial work shall be the responsibility of the Applicant.
- Applicant shall, except in cases of emergency, give 30 days’ written notice to Winkler County prior to commencement of construction or installation of the Facility.

3. REMEDY ON DEFAULT

In the case of default by Applicant in carrying out any of the provisions of this Agreement, Winkler County may give notice to Applicant. If Applicant fails to commence to remedy such default within 10 days after receipt of such notice and diligently complies with remedial measures thereafter, Winkler County may take any steps it deems appropriate to remedy such default and Applicant shall be liable for and shall pay all reasonable costs and expenses caused by Winkler County in remedying the default.

Without prejudice to taking any other remedy which Winkler County may have against Applicant at law or in equity or pursuant to the terms of this Agreement, in the event the Applicant fails to comply with the terms of this Agreement, the Applicant shall pay to Winkler County a penalty in the amount of One Thousand and no/100 Dollars per foot (US \$1000.00) of crossing area measured from right-of-way to right-of-way as liquidated damages for breach of the aforesaid contract, it being agreed between Applicant and Winkler County that the actual damages to Winkler County in the event of such breach are impractical to ascertain and that the aforesaid amount is a reasonable estimate thereof.

4. FURTHER WORK

- If, subsequent to the initial work to be undertaken by Applicant at its Facility, in the Winkler County or Applicant easement, any other work in the crossing area, this Agreement shall be deemed to have consent to that party and the provisions of this Agreement shall apply mutatis mutandis to all subsequent work undertaken by either party.
- Notwithstanding the foregoing, installation of any Facility other than that covered by this Agreement, shall require a separate crossing agreement.

County Road Number 306
Project Number 3

- Notwithstanding the foregoing, if emergency work is required by either party, that party shall commence the necessary work and shall forthwith give the other party a field representative written notice of the emergency and necessary work, and shall forthwith give written notice hereof.

5. LIABILITY AND INDEMNITY

Applicant shall:

- be liable to Winkler County for all loss, damages and expenses which Winkler County may suffer, sustain, or incur by reason of any matter or thing arising out of or in connection with the work done or to be done by Applicant, its servants, agents, contractors or employees or anyone in Applicant’s service in the crossing area or the vicinity of this Agreement and in solidum;
- indemnify Winkler County against all claims, proceedings, claims, demands and costs which may be brought against or suffered by Winkler County or its third parties which may be incurred by reason of any matter or thing arising out of or in connection with the work done or to be done by Applicant, its servants, agents, contractors or employees or anyone in Applicant’s service in the crossing area or the vicinity of this Agreement.

6. ASSIGNMENT

Neither party shall assign or transfer the benefit of the rights and privileges hereby granted without the written consent of the other party first had and obtained and such consent shall not be unreasonably withheld. Together with any request for such consent, the Assignee must provide to the other party with the Assignee’s written confirmation that the Assignee is familiar with the terms of this Agreement and agrees to be bound by the terms of this Agreement.

Winkler County does not presume to restrict the placement of said line or private fuel or steel hydro-pipe, and its permission granted hereunder only extends to that portion of said line which travels within the easement of the County Road in Exhibit A.

Regency Field Services LLC hereby certifies that they hold separate title to their interests in the crossing area at the property address shown and hereby shall reserve separate beneficial interests in the property interest existing hereunder to be construed and placed and not to be subject to, and Applicant will provide proof of such contractual agreement or other legal right to clear the pipeline crossing adjacent to the County right-of-way.

Regency Field Services LLC hereby agrees to indemnify and save harmless Winkler County from any claims or damages the County may suffer as the result of the construction, installation, maintenance, placement or failure of the pipeline which is the subject of this Agreement, and of any other matter arising out of or in connection with this Agreement. The indemnity herein provided shall extend from the date of this Agreement until and until the line is removed and the site is restored as approved by the County after final removal.

If the County, in the entire exercise of its powers under this Agreement, shall incur necessary expenses, or become obligated to pay attorney’s fees or court costs, Regency Field Services LLC agrees to reimburse and fairly bear such expenses, attorney’s fees, or costs with a copy of the bills due to the County within 10 days of the date of the invoice of such expenses, attorney’s fees, or costs or obligations.

Should Regency Field Services LLC fail to pay the County within the time set forth herein or if the County is forced to incur the foregoing expenses, Regency Field Services LLC agrees to pay within 30 days of the date of the County’s demand for payment or the maximum legal rate permitted by law on the necessary expenses or costs incurred by the County in the enforcement of this contract or to pay such sums. Regency Field Services LLC is obligated to pay with respect to the matter in which liability is incurred by this contract, from the date of the County’s demand for payment or such sums as may be provided by the County.

County Road Number 306
Project Number 3

The parties agree that the cause for any state of action filed by either party involve the subject matter of this contract shall be in Winkler County, Texas.

Entry into this contract by the County was authorized by official act of the Winkler County Commissioners’ Court taken during a meeting which occurred on the 10th day of November, 2014, the minutes of which read in part as follows:

SIGNED AND ENTERED INTO ON this 10th day of November, 2014.

WINKLER COUNTY

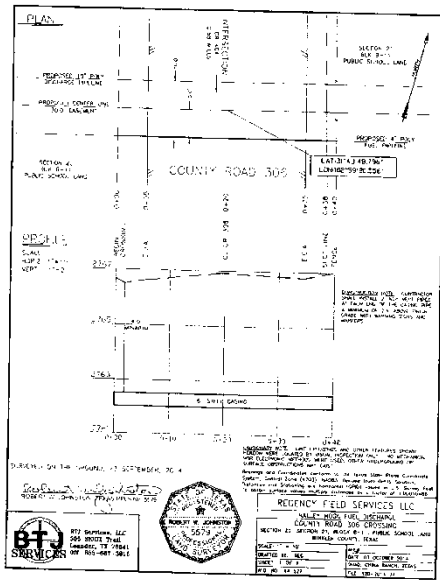
By: _____
Bernie Jack
Winkler County Judge

REGENY FIELD SERVICES LLC
By: Regency Gas Services LP, its sole member
By: Regency OLEFLEX, its general partner

By: _____
Printed Name: _____
Title: _____
Address: _____
Telephone: _____
Cellular Telephone: _____
Fax: _____

ARROW LAND GROUP LLC

By: _____
Printed Name: _____
Title: _____
Address: _____
Telephone: _____
Cellular Telephone: _____
Fax: _____



County Road Number 305
Project Number 3

County Road Number 305
Project Number 3

**PIPELINE CONSTRUCTION
AND
INDEMNITY CONTRACT**

State of Texas
County of Winkler

Comes now Winkler County Commissioners (hereinafter "the County") through The Honorable Bonnie Lock, County Judge and Regency Field Services LLC, Applicant, which makes this contract governing the installation of a 10" polyethylene pipe discharge line project, and in support of same, the parties make the following covenants and agreements:

- The parties to this Agreement are Winkler County, Texas and Regency Field Services LLC. Winkler County agrees to pay Regency Field Services LLC at their expense the sum of County Road 305 10" polyethylene pipe discharge line in 14" steel 315838 meters.
- CONDITIONS**
When Applicant enters a facility in the existing area, the following terms and conditions shall apply:
 - Applicant shall comply with all requirements of the Texas Underground Facility Damage and Safety Act, Section 231, insofar as it applies to this project and resources.
 - Applicant shall employ the method of directional boring, also known as horizontal directional drilling or HDD, rather than trenching or cutting.
 - Applicant shall use only bare pipe or coated pipe. All polyethylene pipe shall be new.
 - The bore shall be at least four feet (4') from the road on each side.
 - Applicant shall have a permit to dig from the District Director, the Texas Department of Transportation, and the appropriate regulatory agencies.
 - Applicant shall install and maintain sensible buried markers, including the location of Applicant's facilities and the trajectory.
 - Applicant shall carry out all work in the existing area in a proper and diligent manner in accordance with applicable laws and regulations.
 - Applicant shall notify Winkler County 10 days prior to the commencement of any ground disturbance under Section 231.107 of the Government Code to enable the County to locate and identify the limits of Winkler County's real property.
 - During its operations pursuant to this Agreement, Applicant shall have complete access to the existing area a part of this Agreement, provided by Winkler County's Commission Order.
 - Applicant shall ensure that the work or caused on or near the site meets the technical details that are set out in its request for permission that has been accepted by Winkler County and in accordance with the Location Plan and Profile.
- The Applicant shall inform its contractor or their responsible independent, any contractor, in a written letter, as to the terms of this Agreement.
- Prior to commencement of any work, Applicant shall provide to Winkler County the required 800-HIT-TESS form.
- When necessary to protect the public, the Applicant shall fence or secure the area around the excavation and shall cover such work with a protective structure.
- Applicant shall ensure that the weight of any equipment crossing over Winkler County roads will not cause any damage to said roads. Applicant shall, as required by Winkler County, field representatives, carry the existing area during any excavation or use of equipment.

Road Plan Revised September 11, 2014

Page 1

Road Plan Revised September 22, 2014

Page 2

County Road Number 305
Project Number 3

County Road Number 305
Project Number 3

- Should existing the foregoing, if emergency work is required by either party, that party shall commence the necessary work and shall forthwith give the other party's field representative verbal notice of the emergency and necessary work, and shall forthwith give written notice of same.
- LIABILITY AND INDEMNITY**
Applicant shall:
 - be liable to Winkler County for all loss, damages and expenses which Winkler County may incur, whether or not caused by Applicant, its servants, agents, contractors or employees, or by reason of Applicant's use of the existing area or by reason of this Agreement and its violation;
 - indemnify Winkler County against all losses, damages, claims, demands and to pay claims that may be made by reason of any nature of this activity, but only if attributable to any act or omission of Applicant, its servants, agents, contractors or employees, or by reason of Applicant's construction use of the maintenance of the existing area or by reason of this Agreement.
- ASSIGNMENT**
Neither party shall assign or transfer its interest in this contract, its privileges hereunder, without the written consent of the other party. Notwithstanding the above, the Assignor shall provide the other party with the necessary information that the Assignee is familiar with the terms of this Agreement and agree to be bound by the terms of this Agreement.
- Winkler County does not guarantee the placement, and for or on its behalf or that which travels within the existing area of the County Road 305 project.
- Regency Field Services LLC hereby certifies that they hold titles or title to cover the mineral in the strip easement for purposes of road which said title shall extend to any and benefit areas of contact with the property owners including the Applicant's use of the strip easement. Upon request, the Applicant will provide proof of such contractual agreements to the legal right to produce the pipeline across ground adjacent to the County right-of-way.
- Regency Field Services LLC hereby agrees to indemnify and hold harmless Winkler County, from any liability or damages the County may incur as the result of the construction and maintenance placement or failure of the pipeline, which is the County's, unless such damages are caused by the negligence of the Applicant. The indemnity shall not extend to the extent of the County's negligence. The County shall not be liable for any act or omission of Applicant, its servants, agents, contractors or employees, or by reason of Applicant's construction use of the maintenance of the existing area or by reason of this Agreement.
- If the County, or the subcontractor of one of the Applicant, shall incur any expenses, as the result of any act or omission of Applicant, its servants, agents, contractors or employees, or by reason of Applicant's construction use of the maintenance of the existing area or by reason of this Agreement, the County shall not be liable for any act or omission of Applicant, its servants, agents, contractors or employees, or by reason of Applicant's construction use of the maintenance of the existing area or by reason of this Agreement.
- Should Regency Field Services LLC fail to pay the County within the forty (40) day period referred to in the foregoing paragraph, Regency Field Services LLC agrees to pay a penalty in the rate of eighteen (18) percent per annum of the maximum legal rate permitted by law on the money or expenses of costs incurred by the County in the enforcement of this contract or to pay same. Regency Field Services LLC, shall be held liable to the extent to which it remains in payment by this contract from the date such enforcement is effected as provided in said contract and until such time as the

Road Plan Revised September 11, 2014

Page 2

Road Plan Revised September 22, 2014

Page 3

- Applicant shall physically support Winkler County bridges, culvert crossings and road easements as required, as directed by Winkler County, while any work is being carried out hereunder.
- Applicant shall cover any Winkler County road or easement damaged with such material and quality of work as specified by Winkler County Field Representative prior to the Applicant commencing backfilling operations.
- Applicant shall, as soon as it is reasonably practical after the completion of the work in the existing area, restore the surface of the existing area as closely as is practical to the condition in which it existed immediately prior to the work being performed.
- In the case of damage to Applicant's facility in the existing area or other emergency, Applicant shall commence the necessary work and shall forthwith give Winkler County's field representative verbal notice of such damage or other emergency and of the necessary work to be conducted and shall, forthwith give written notice to Winkler County.
- The whole of the cost of the work with respect to Applicant's facility in the existing area shall be borne by Applicant.
- Applicant shall be liable for and shall pay all taxes, rates and assessments of every description whatsoever that may be imposed by any lawful authority in the existing area or of anything done by Applicant pursuant to this Agreement and arrangements.
- The work performed with the location and identification of Regency Field Services LLC's facilities on the improvement or re-opening of work in the existing area shall not be subject to the Applicant for short-term work. However, if Applicant's work exceeds said term, then extended time including the first three (3) days, will be charged to the Applicant.
- Applicant shall, except in cases of emergency, provide three (3) working days' notice to Winkler County prior to commencement of excavation or installation of the bore.

3. REMEDY ON DEFAULT

In the case of default by Applicant in complete compliance with the provisions of this Agreement, Winkler County may give notice to Applicant. If Applicant fails to diligently complete such notice thereafter, Winkler County may take such steps as are appropriate to remedy such default and Applicant shall be liable for and shall pay all reasonable costs and expenses incurred by Winkler County in carrying out the default.

Without limiting the foregoing, any order or process which Winkler County may have against Applicant for use or in equity or payment in the form of this Agreement, in the event the Applicant fails to comply with the terms of this Agreement, the Applicant shall pay to Winkler County, forthwith upon demand the sum of One Thousand and 00 Dollars per foot (1,000.00) of County Road installed from right-of-way or right-of-way of landowner, damages for breach of the above covenant, if being agreed between Applicant and Winkler County that the actual damages to Winkler County in the event of such breach for amount to uncertain and that the affected amount is a reasonable estimate thereof.

4. FURTHER WORK

- If, subsequent to the initial work to be undertaken by Applicant for this drilling, either Winkler County or Applicant desires to undertake any work in the existing area, this Agreement shall be subject to grant consent to that party, and the contractors of this Agreement shall begin work immediately on all additional work ordered by either party.
- Notwithstanding the foregoing, installation of any facility other than that covered by this Agreement, shall require a separate working agreement.

11. The parties agree that the venue for any cause of action filed to enforce or to resolve the subject matter of this contract shall be in Winkler County, Texas.

Entry into this contract by the County was authorized by official act of the Winkler County Commissioners' Court taken during a meeting which occurred on the 10th day of November, 2014, the minutes of which duly reflect the same.

SIGNED AND ENTERED INTO on this 10th day of November, 2014

WINKLER COUNTY

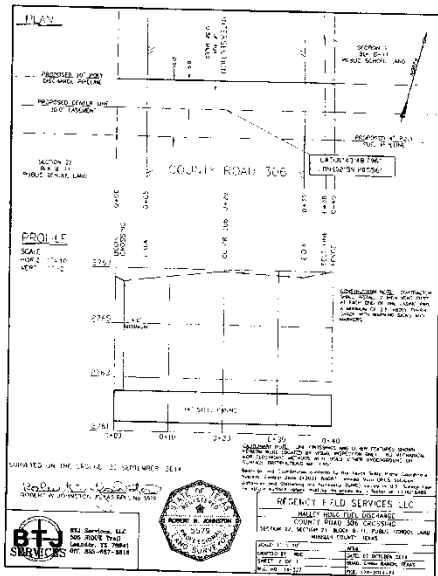
By: _____
Bonnie Lock
Winkler County Judge

REGENCY FIELD SERVICES LLC
By: Regency Gas Services LP, its sole member
By: Regency OLP GP LLC, its general partner

By: _____
Printed Name: _____
Title: _____
Address: _____
Telephone: _____
Cellular Telephone: _____
Fax: _____

ARROW L AND CROTT LLC

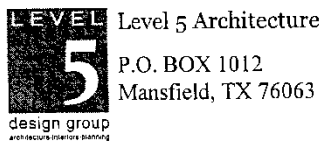
By: _____
Printed Name: Emily Crott
Title: CEO Manager Arrow L and Crott LLC
Address: P.O. Box 242
Mullin, TX 79794
Telephone: (884) 332-1873 Ext. 40
Cellular Telephone: (817) 210-0188
Fax: (817) 210-0188



A motion was made by Commissioner Thompson and seconded by Commissioner Stevens to approve payment in the amount of \$15,000.00 to Level 5 Architecture for preliminary and schematic design services for Winkler County Rural Health Clinic from committed funds; which motion became an order of the Court upon the following vote:

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

Agenda - 11-10



Invoice

Date	Invoice #
9/3/2014	1340-3

Bill To
Winkler County Attn: Bonnie Leck, County Judge P.O. Drawer Y Kermit, TX 79745

Item	Description	Est Amt	Prior Amt	Prior %	Terms		Project	
					Qty	Curr %	Amount	Total %
Comercial...	Preliminary and Schematic Design Services	120,000.00	90,000.00	75.00%	0.125	12.50%	15,000.00	87.50%

Payments/Credits	\$15,000.00
Total	\$0.00
Balance Due	\$15,000.00

Please Make all Checks Payable to: Level 5 Design Group

If you have any questions concerning this invoice:
please contact us at (817) 842-0212

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in the State of Texas: Please contact them at Texas Board of Architectural Examiners, 333 Guadalupe Street, Suite 2-530, Austin, Texas 78701-3942, (512) 305-9000, www.tbae.state.tx.us

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve payment in the amount of \$200.00 to State Farm Fire and Casualty Company for the following surety bonds from budgeted funds:

1. Eric DeAnda, Chief Adult and Juvenile Probation Officer, for the term of January 03, 2015 through January 03, 2016 – \$100.00; and
2. Barbara Childress, Adult Probation Officer, for the term of January 17, 2015 through January 17, 2016 - \$100.00

which motion became an order of the Court upon the following vote:

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

At 10:00 o'clock A.M., a motion was made by Commissioner Neal and seconded by Commissioner Stevens to award bid for golf cart space at Winkler

County Golf Course to Andy Berzoza in the amount of \$100.00; which motion became an order of the Court upon the following vote:

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

There were no park project claims for the Court to consider at this time.

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve hospital software project claims against the County and pay as per list of vouchers submitted; which motion became an order of the Court upon the following vote:

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

There were no Rural Health Clinic construction claims for the Court to consider at this time.

A motion was made by Commissioner Stevens and seconded by Commissioner Thompson to approve payroll; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve the following line item adjustment(s):

**WINKLER COUNTY
 LINE ITEM ADJUSTMENTS
 NOVEMBER 10, 2014**

SHERIFF			
TRAVEL DEPUTIES	10-404-071	\$ 497.00	
CONT ED TRAVEL	10-404-070		\$ 497.00
AMD-CONT ED TRAVEL TO TRAVEL DEPUTIES			
SHERIFF			
SALARY JAIL NURSE	10-404-015	\$ 910.00	
SALARY JAIL COOKS	10-404-022		\$ 910.00
AND-SALARY JAIL COOKS TO SALARY JAIL NURSE			
KERMIT LIBRARY			
SUPPLIES	10-214-030	\$ 500.00	
MAINTENANCE	10-214-090		\$ 500.00
MAINTENANCE TO SUPPLIES			
DISTRICT ATTORNEY			
SUPPLIES	10-226-030	1000	
TRAVEL	10-226-070		1000
AMD-TRAVEL TO SUPPLIES			
HUMAN RESOURCES			
SUPPLIES	10-238-030	\$ 100.00	
TRAVEL	10-238-070		\$ 100.00
AMD-TRAVEL TO SUPPLIES			
COUNTY ATTORNEY			
SUPPLIES	10-401-030	\$ 500.00	
EQUIPMENT	10-401-080		\$ 500.00
AMD-EQUIPMENT TO SUPPLIES			

which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve the following budget amendment(s):

**WINKLER COUNTY
 BUDGET AMMENDMENTS
 NOVEMBER 10, 2014**

SHERIFF

EQUIPMENT	10-404-080	\$	1,100.00
DONATIONS	10-104-225	\$	1,100.00

TO RECORD REV & EXP FOR 2 BREATH ALYZERS PAID BY DONATION

PROBATION

INSURANCE	10-104-230	\$	7,268.00
VEHICLE MAINTENANCE	10-223-090	\$	7,268.00

TO RECORD REV & EXP FOR REPAIRS TO WRECKED PROBATION TRUCK

HOSPITAL

CAPITAL EXPENDITURES	10-230-080	\$	41,500.00
TRANSFER IN COMMITTED	10-104-226	\$	41,500.00

TO RECORD REV & EXP FOR 100G WATER HEATERS AT HOSPITAL

HOSPITAL

CAPITAL EXPENDITURES	10-230-080	\$	15,000.00
TRANSFER IN COMMITTED	10-104-226	\$	15,000.00

TO RECORD REV & EXP FOR PAYMENT TO ARCHITECT FOR WRHC

TAX ASSESSOR

ADVALOREM TAXES	10-104-201	\$	10,000.00
DELINQUENCY COLLECTOR	10-405-112	\$	10,000.00

TO FUND DELINQUENCY FEE FOR COLLECTION OF ADV TAXES

MEMORIAL HOSPITAL

HOSPITAL SUPPORT	10-600-084	\$	100,000.00
TRANSFER FROM RESERVES	10-104-226	\$	100,000.00

TO RECORD REV & EXPENSE FOR HOSPITAL SUPPORT FROM RESERVES

10-103-072	\$	41,500.00
10-103-081	\$	41,500.00

TO RECORD REV & EXP FOR 100G WATER HEATERS AT HOSPITAL

10-103-066	\$	15,000.00
10-103-081	\$	15,000.00

TO RECORD REV & EXP FOR PAYMENT TO ARCHITECT FOR WRHC

which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Stevens and seconded by Commissioner Thompson to receive the following Monthly Reports from County Officials of fees earned and collected for the month of October, 2014;

MONTHLY REPORTS

For the Month of October 2014

	Date	Amount
Tommy Duckworth, Co Attorney Fee <u>11-3-14</u> \$100.00 Hot Check <u>\$135.00</u> Received <u>11-3-14</u>		<u>\$235.00</u>
Bonnie Leck, County Judge _____	<u>11-6-14</u>	<u>\$2.00</u>
Minerva Soltero, Tax Assessor _____	<u>11-6-14</u>	<u>\$12519.92</u>
Shethelia Reed, County Clerk _____	<u>11-3-14</u>	<u>\$24,527.75</u>
Glenda Mixon, JP Precinct #2 _____	<u>10-31-14</u>	<u>\$1631.00</u>
Sherry Terry, District Clerk _____	<u>11-4-14</u>	<u>\$4639.68</u>
DeLynn Trammell, JP Precinct #1 _____	<u>10-31-14</u>	<u>\$14,362.90</u>
George Keely, Sheriff _____	<u>11-3-14</u>	<u>\$3705.67</u>
Eric DeAnda, Probation _____		
Billy Stevens, Commissioner Precinct #1 _____		
Robbie Wolf, Commissioner Precinct #2 _____		
Randy Neal, Commissioner Precinct #3 _____		
Billy Ray Thompson, Commissioner Precinct #4 _____		
Jeanna Willhelm, Auditor Investment _____		
Eulonda Everest, Treasurer _____	<u>11-3-14</u>	<u>\$1,228,496.65</u>
Lee Wilson, Constable Pct # 2 _____		
Richard Crow, Constable Pct #1 _____	<u>11-7-14</u>	<u>\$ 0</u>

which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to examine and approve bills over \$500.00 and place in line for payment; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Stevens to approve claims against the County and pay as per list of vouchers submitted; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Thompson and seconded by Commissioner Stevens 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