

**CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL MEETING
July 26, 2022 - 10:00 AM
300 North Loraine
Midland, Texas
Council Chamber - City Hall**



The City Council may discuss, consider, and take action on any item listed on this agenda.

OPENING ITEMS

1. Invocation – Pastor Robb Foreman, Homeline Baptist Church
2. Pledge of Allegiance

CONSENT AGENDA

3. MOTION APPROVING THE FOLLOWING MINUTES:
 - 3a. REGULAR SESSION OF JULY 12, 2022
 - 3b. SPECIAL SESSION OF JULY 13, 2022
4. 2022-088 – RESOLUTION AUTHORIZING THE ADOPTION OF THE CITY OF MIDLAND'S 2022-2023 ACTION PLAN TO THE CONSOLIDATED PLAN FOR COMMUNITY DEVELOPMENT AND HOUSING FUNDS FOR THE CITY'S FISCAL YEARS 2020-2024; THE CONSOLIDATED PLAN HAVING BEEN APPROVED BY RESOLUTION NUMBER 2020-127; AND AUTHORIZING THE EXECUTION OF AN APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS (DISTRICT: ALL) (DEVELOPMENT SERVICES)
5. 2022-089 – RESOLUTION GRANTING VARIANCES FOR TWO OIL AND GAS WELLS TO BE LOCATED CLOSER THAN 500 FEET OF AN OCCUPIED RESIDENCE OR COMMERCIAL STRUCTURE; APPROVING THE ISSUANCE OF PERMITS TO PERMIAN DEEP ROCK OIL CO., LLC ("OPERATOR") TO DRILL SAID OIL AND GAS WELLS LOCATED IN SECTION 10, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 1,750 FEET AND 2,320 FEET WEST OF RANKIN HIGHWAY AND 520 FEET SOUTH OF INTERSTATE 20); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT (DISTRICT 2) (DEVELOPMENT SERVICES)
6. 2022-090 – RESOLUTION APPROVING THE ISSUANCE OF A PERMIT TO PERMIAN DEEP ROCK OIL CO., LLC ("OPERATOR") TO DRILL AN OIL AND GAS WELL WITHIN

THE CITY LIMITS LOCATED IN SECTION 2, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED 2,335 FEET EAST OF RANKIN HIGHWAY AND 170 FEET SOUTH OF INTERSTATE 20); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT (DISTRICT 2) (DEVELOPMENT SERVICES)

7. 2022-091 – RESOLUTION ACCEPTING A GRANT AWARD FROM THE TEXAS “J” REGIONAL ADVISORY COUNCIL IN THE AMOUNT OF \$17,764.00; SAID FUNDS TO BE USED BY THE MIDLAND FIRE DEPARTMENT FOR TRAINING, EQUIPMENT, AND SUPPLIES (DISTRICT: NONE) (FIRE)
8. 076-2022 – MOTION AUTHORIZING THE EXECUTION OF TWO RIGHT-OF-WAY LICENSES WITH WHISTLER PIPELINE LLC., THE FIRST REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 4, 9 AND 16, BLOCK 37, TOWNSHIP 3 SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, AND THE SECOND REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 9, BLOCK 37, T3S, T&P RR CO. SURVEY, MIDLAND COUNTY (DISTRICT: NONE) (UTILITIES)
9. 077-2022 – MOTION AUTHORIZING THE EXECUTION OF TWO RIGHT-OF-WAY LICENSES WITH BANGL, LLC., THE FIRST REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 4, 9 AND 16, BLOCK 37, T-3-S, T&P RR CO. SURVEY, MIDLAND COUNTY, AND THE SECOND REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 9, BLOCK 37, T-3-S, T&P RR CO. SURVEY, MIDLAND COUNTY (DISTRICT: NONE) (UTILITIES)

SECOND READINGS

10. 10323 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 1, 2, 3, 10, 11, AND 12, BLOCK 13, AND LOTS 1 AND 2, BLOCK 14, LANGFORD WEATHERED ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-1, SINGLE-FAMILY DWELLING DISTRICT, IN PART, AND SF-2, SINGLE-FAMILY DWELLING DISTRICT, IN PART, TO PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER (GENERALLY LOCATED ON THE EAST SIDE OF THE INTERSECTION OF NORTH A STREET AND ELK AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (FIRST READING HELD JULY 12, 2022)
11. 10324 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 4,472-SQUARE FOOT PORTION OF LOT 1, BLOCK 8, POLO PARK ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH GARFIELD STREET AND WEST LOOP 250 NORTH), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT

FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES) (FIRST READING HELD JULY 12, 2022)

12. 10325 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOTS 2 AND 3, BLOCK 27, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF NORTH COLORADO STREET, APPROXIMATELY 66 FEET SOUTH OF OHIO AVENUE), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A LOUNGE FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (FIRST READING HELD JULY 12, 2022)
13. 10326 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 5, BLOCK 1, KALPOWER ESTATES, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF TROBAUGH BOULEVARD, APPROXIMATELY 409 FEET NORTH OF GLASGOW DRIVE), BY PERMITTING AN INCREASED MAXIMUM NUMBER OF ACCESSORY BUILDINGS; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES) (FIRST READING HELD JULY 12, 2022)

PUBLIC HEARINGS

The City Council will hold public hearings on the following items:

14. 10327 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.16-ACRE TRACT OF LAND OUT OF THE SOUTHEAST QUARTER OF BLOCK 21, HOMESTEAD ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF NORTH MINEOLA STREET, APPROXIMATELY 92 FEET NORTH OF EAST MICHIGAN AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)
15. 10328 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 3, BLOCK 13,

GRAFALAND ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF STOREY AVENUE AND EAST BROADWAY STREET), BY PERMITTING (1) A REDUCED MINIMUM REAR YARD SETBACK AND (2) A REDUCED MINIMUM SIDE YARD SETBACK ON THE WEST SIDE OF THE LOT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES)

MISCELLANEOUS

16. 10329 – AN ORDINANCE ADOPTING A FEE SCHEDULE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING AN APPEAL PROCESS; ESTABLISHING AN EFFECTIVE DATE OF OCTOBER 1, 2022; AND ORDERING PUBLICATION (DISTRICT: NONE) (FINANCE)

PUBLIC COMMENT

17. Receive public comments where individuals may address the City Council on City related issues and projects not on the present agenda. Any deliberation of or decision by the City Council regarding the item being discussed shall be limited to a motion to place the item on the agenda for a subsequent meeting. (Please limit comments to three minutes or less.)

EXECUTIVE SESSION

18. Pursuant to Texas Government Code § 551.101, the City Council will hold an Executive Session, which is closed to the public, to discuss the following matters as permitted under the following sections of the Texas Government Code:
 - a. Section 551.087, Deliberate Economic Development Negotiations
 - a.1. Discuss business prospects that the City seeks to have locate, stay, or expand in or near the City of Midland, Texas, and discuss possible incentives

Respectfully Submitted,

Robert Patrick
City Manager

wheelchair accessible. If you need special assistance to participate in this meeting, please contact the City Secretary's Office at (432) 685-7430. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

**MIDLAND CITY COUNCIL
MINUTES
July 12, 2022**



The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., July 12, 2022.

Council Members present: Dan Corrales, Robin Poole, Lori Blong, Patrick Payton, Scott Dufford, Jack Ladd, John Norman

Council Members absent: None

Staff members present: City Manager Robert Patrick, City Attorney John Ohnemiller, Deputy City Manager Morris Williams Jr, Assistant City Manager Tina Jauz

The meeting was called to order at 10:00 a.m.

OPENING ITEMS

1. Invocation – Pastor Dagan Mayfield, Providence Presbyterian Church
2. Pledge of Allegiance

CONSENT AGENDA

Dan Corrales moved to approve Consent Agenda items 3-12, excluding item(s) 4, 6, 12; seconded by John Norman.

The motion passed by the following vote:

AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

3. MOTION APPROVING THE FOLLOWING MINUTES:

3a. REGULAR SESSION OF JUNE 28, 2022

5. 2022-085 – RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PARKHILL, SMITH & COOPER, INC., D/B/A PARKHILL FOR SURVEY, DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE PACKET 3a.1 July 26, 2022

NORTH CITIZENS COLLECTION STATION FOR A COST OF \$310,700.00; AND APPROPRIATING FUNDS (DISTRICT: ALL) (GENERAL SERVICES)

7. 071-2022 – MOTION AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE A REQUEST FOR PROPOSALS FOR THE DATA NETWORK AND INTERNET SERVICES PROJECT FOR THE COMMUNICATIONS AND INFORMATION SYSTEMS DEPARTMENT AND TO NEGOTIATE A CONTRACT FOR SAID SERVICES; PROVIDED, HOWEVER, THAT SAID AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY COUNCIL. (DISTRICT: ALL) (GENERAL SERVICES)
8. 072-2022 – MOTION APPROPRIATING \$39,950.05 FROM THE AIRPORT UNAPPROPRIATED FUND BALANCE TO THE AQUEOUS FILM FORMING FOAM (AFFF) TEST CART PROJECT IN FUND 505 (DISTRICT 4) (AIRPORTS)
9. 2022-087 – RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE OFFICE OF THE GOVERNOR, TEXAS CRIMINAL JUSTICE DIVISION, FOR THE FISCAL YEAR 2023 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM; AND AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF SAID GRANT FUNDS (DISTRICT: ALL) (POLICE)
10. 073-2022 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (22-329-025) WITH ENTERPRISE NAVITAS MIDSTREAM MIDLAND BASIN, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 19, BLOCK 36 AND SECTION 24, BLOCK 37, T-3-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)
11. 074-2022 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (22-329-026) WITH ENTERPRISE NAVITAS MIDSTREAM MIDLAND BASIN, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 24, BLOCK 37, T-3-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

The following item(s) were pulled from consent agenda and considered individually.

4. 2022-084 – RESOLUTION APPROVING THE PURCHASE OF A PALFINGER M100 GRAPPLE LOADER TRUCK FROM HOUSTON FREIGHTLINER THROUGH THE HOUSTON-GALVESTON AREA COUNCIL AT A TOTAL COST OF \$202,193.00; AND APPROPRIATING FUNDS FOR SAID PURCHASE (DISTRICT: NONE) (GENERAL SERVICES)

Solid Waste Director Jeffery Ahrlett, gave a brief overview of the item explaining that the Grapple Loader Truck will be used to grab brush and load containers from the top. This will help clear out the area allowing customers to continue to bring in tree limbs and other brush.

Dan Corrales moved to approve Resolution No. 2022-084; seconded by Jack Ladd.

The motion passed by the following vote:

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AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

6. 2022-086 – RESOLUTION APPROVING A CONTRACT WITH 4B RECREATION GROUP, LLC DBA PLAYGROUNDS ETC., THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF SHADE STRUCTURES AT MOMENTUM BANK BALLPARK AND THE SCHARBAUER SPORTS COMPLEX AUXILIARY FOOTBALL AND SOCCER FIELDS FOR A TOTAL COST OF \$262,084.00; AND APPROPRIATING FUNDS FOR SAID PROJECT (DISTRICT 4) (GENERAL SERVICES)

Council Member Blong requested that Assistant Community Services Director Lori Williams work together with her and the other parties involved to get a meeting set up with Midland Soccer Association (MSA).

Lori Blong moved to approve Resolution No. 2022-086; seconded by Jack Ladd.

The motion passed by the following vote:

AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

12. 075-2022 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (22-329-003) WITH PILOT WATER GATHERING DELAWARE LLC REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 5, 6 AND 7, BLOCK C-24, PUBLIC SCHOOL LAND SURVEY, LOVING COUNTY, SECTION 3, BLOCK C-24, PUBLIC SCHOOL LAND SURVEY, LOVING COUNTY AND WINKLER COUNTY, SECTIONS 21, 22, 23, 24, 25 AND 26, BLOCK C-23, PUBLIC SCHOOL LAND SURVEY, WINKLER COUNTY AND SECTIONS 9, 10 AND 27, BLOCK 74, PUBLIC SCHOOL LAND SURVEY, WINKLER COUNTY (DISTRICT: NONE) (UTILITIES)

Utilities Director Carl Craig gave a brief overview of the item noting it is to cover transport of produced water across T-Bar lands.

Council Member Corrales addressed concerns regarding usage, the escalator and infrastructure.

City Attorney John Ohnemiller addressed liability issues.

Council Member Corrales would like to see more information in the contract language.

Council Member Corrales moved to defer to a future meeting. The motion failed for lack of a second.

Lori Blong moved to approve Motion No. 075-2022; seconded by Jack Ladd.

Dan Corrales moved to amend Motion No. 075-2022 by removing the 25% cap; seconded
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by Lori Blong.

The motion to amend passed by the following vote:

AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

The main motion as amended passed by the following vote:

AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

SECOND READINGS

13. 10321 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOTS 1 AND 2, BLOCK 12, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST TEXAS AVENUE AND NORTH C STREET), BY PERMITTING A REDUCED MINIMUM NUMBER OF OFF-STREET PARKING SPACES; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES) (FIRST READING HELD JUNE 28, 2022)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10321.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10321; seconded by John Norman.

The motion passed by the following vote:

AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

14. 10322 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR A 0.41-ACRE TRACT OF LAND OUT OF LOT 3, ASHLIN PLACE, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTHEAST SIDE OF LIVE OAK DRIVE, APPROXIMATELY 233 FEET SOUTH OF WEST SCHARBAUER DRIVE), WHICH IS PRESENTLY ZONED SF-1, SINGLE-FAMILY DWELLING DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR AN ACCESSORY DWELLING UNIT; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM

PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 3) (DEVELOPMENT SERVICES) (FIRST READING HELD JUNE 28, 2022)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10322.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10322; seconded by John Norman.

The motion passed by the following vote:

AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

PUBLIC HEARINGS

The City Council will hold public hearings on the following items:

15. 10323 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 1, 2, 3, 10, 11, AND 12, BLOCK 13, AND LOTS 1 AND 2, BLOCK 14, LANGFORD WEATHERED ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-1, SINGLE-FAMILY DWELLING DISTRICT, IN PART, AND SF-2, SINGLE-FAMILY DWELLING DISTRICT, IN PART, TO PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER (GENERALLY LOCATED ON THE EAST SIDE OF THE INTERSECTION OF NORTH A STREET AND ELK AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10323.

Planning Division Manager Elizabeth Shaughnessy gave a brief overview of the item noting the applicant is requesting a zone change.

Mayor Payton opened the public hearing at 10:24 a.m.

James Griffis, 1411 W. Cuthbert Avenue, reported that the final number of storage units have not been finalized. However, total square footage is around 55,000 square feet and will have a combination of 10x10 and 10x12 units.

There being no one else wishing to speak, the public hearing was closed at 10:26 a.m.

Dan Corrales moved to approve the first of two readings of Ordinance No. 10323; seconded by John Norman.

The motion passed by the following vote:

AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman

NAY: None

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ABSTAIN: None

ABSENT: None

16. 10324 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 4,472-SQUARE FOOT PORTION OF LOT 1, BLOCK 8, POLO PARK ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH GARFIELD STREET AND WEST LOOP 250 NORTH), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10324.

Mayor Payton opened the public hearing at 10:27 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Dan Corrales moved to approve the first of two readings of Ordinance No. 10324; seconded by Jack Ladd.

The motion passed by the following vote:

AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

17. 10325 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOTS 2 AND 3, BLOCK 27, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF NORTH COLORADO STREET, APPROXIMATELY 66 FEET SOUTH OF OHIO AVENUE), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A LOUNGE FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10325.

Mayor Payton opened the public hearing at 10:29 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

John Norman moved to approve the first of two readings of Ordinance No. 10325; seconded by Jack Ladd.

The motion passed by the following vote:

AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

18. 10326 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 5, BLOCK 1, KALPOWAR ESTATES, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF TROBAUGH BOULEVARD, APPROXIMATELY 409 FEET NORTH OF GLASGOW DRIVE), BY PERMITTING AN INCREASED MAXIMUM NUMBER OF ACCESSORY BUILDINGS; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10326.

Mayor Payton opened the public hearing at 10:29 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Lori Blong moved to approve the first of two readings of Ordinance No. 10326; seconded by Robin Poole.

The motion passed by the following vote:

AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

PUBLIC COMMENT

19. Receive public comments where individuals may address the City Council on City related issues and projects not on the present agenda. Any deliberation of or decision by the City Council regarding the item being discussed shall be limited to a motion to place the item on the agenda for a subsequent meeting. (Please limit comments to three minutes or less.)

All the business at hand having been completed, the meeting adjourned at 10:30 a.m.

PASSED AND APPROVED July 26, 2022.

Patrick Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

DRAFT



The City Council convened in **Special** Session in the City Hall Council Chamber, Midland, Texas, at 10:00 AM, Wednesday, July 13, 2022.

Council Members present: Dan Corrales, Robin Poole, Lori Blong, Patrick Payton, Scott Dufford, John Norman

Council Members absent: Jack Ladd

Staff members present: City Manager Robert Patrick, Deputy City Manager Morris Williams Jr, Assistant City Manager Tina Jauz, First Assistant City Attorney Stephen Gates

The meeting was called to order at 10:01 a.m

SPECIAL SESSION

1. Conduct a budget work session for the purpose of reviewing and discussing the proposed 2022-2023 City of Midland Budget

Finance Director Christy Weakland made introductions and reported on the job growth and inflation rate in Midland. Budget Analyst Sonja Cantu gave a report on the seven priorities for the City: Maintain and Rebuild Service to Public, Downtown Development, Critical Water Resources and Infrastructure Plan, Quality of Place Improvements, Improve Transportation Avenues, Improve City Facilities and the Strategic Financial Plan.

Ms. Weakland reviewed the Interest & Sinking (Debt) Rate, M&O (Maintenance & Operations), NNR (no new revenue) and the Voter-Approval Tax Rate. Ms. Weakland also reviewed the Proposed Budget Tax Rates for the 2023 Fiscal Year and the sales tax history.

All the business at hand having been completed, the meeting adjourned at 10:58 a.m.

PASSED AND APPROVED July 26, 2022.

Patrick Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

DRAFT



City Council Meeting

Item Number: 4
Meeting Date: July 26, 2022
To: City Council / City Manager
From: Isaac Garnett, Manager, Community Development
Subject: RESOLUTION AUTHORIZING THE ADOPTION OF THE CITY OF MIDLAND'S 2022-2023 ACTION PLAN TO THE CONSOLIDATED PLAN FOR COMMUNITY DEVELOPMENT AND HOUSING FUNDS FOR THE CITY'S FISCAL YEARS 2020-2024; THE CONSOLIDATED PLAN HAVING BEEN APPROVED BY RESOLUTION NUMBER 2020-127; AND AUTHORIZING THE EXECUTION OF AN APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS (DISTRICT: ALL) (DEVELOPMENT SERVICES)

Purpose:

RESOLUTION AUTHORIZING THE ADOPTION OF THE CITY OF MIDLAND'S 2022-2023 THIRD YEAR ACTION PLAN TO THE CONSOLIDATED PLAN FOR COMMUNITY DEVELOPMENT AND HOUSING FUNDS FOR THE CITY'S FISCAL YEARS 2020-2024; THE CONSOLIDATED PLAN HAVING BEEN APPROVED BY RESOLUTION NUMBER 2020-127; AND AUTHORIZING THE EXECUTION OF AN APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

Recommended City Council Action:

Approve

Fiscal Impact:

No fiscal Impact on the city budget.

Discussion:

The sole funding source is the City's 2022/2023 Community Development Block Grant (CDBG) program entitlement allocation of \$1,003,648, and \$540,782 in prior years CDBG CV-19 entitlement allocations. Additionally, the City expects to receive \$70,000 in Program Income

totaling \$1,614,430. Priority housing needs to be addressed are those of owner households in the 0% to 80% of median income range, and renter households in the 31% to 80% of median income range who will be making home purchases. The City will also address public services (senior citizens) and other park improvements.



City Manager's Office

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE ADOPTION OF
THE CITY OF MIDLAND'S 2022-2023 ACTION PLAN
TO THE CONSOLIDATED PLAN FOR COMMUNITY
DEVELOPMENT AND HOUSING FUNDS FOR THE
CITY'S FISCAL YEARS 2020-2024; THE
CONSOLIDATED PLAN HAVING BEEN APPROVED BY
RESOLUTION NUMBER 2020-127; AND AUTHORIZING
THE EXECUTION OF AN APPLICATION FOR
COMMUNITY DEVELOPMENT BLOCK GRANT
FUNDS**

WHEREAS, the Department of Housing and Urban Development requires the recipients of Community Development Block Grant Funds to prepare a yearly action plan to the Consolidated Plan for Community Development and Housing Funds for the City's fiscal years 2020-2024; and

WHEREAS, the City Council of the City of Midland, Texas, finds it to be in the public interest to adopt the 2022-2023 Action Plan; and

WHEREAS, the City Council finds it to be in the public interest for the City to apply to the United States Department of Housing and Urban Development for Community Development Block Grant Funds for the fiscal year 2022-2023;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the document which is on file with the City Secretary's office referenced by the number and date of this resolution is hereby approved and adopted as the City of Midland 2022-2023 Action Plan to the City of Midland Consolidated Plan for Community Development and Housing Funds for the City's fiscal years 2020-2024.

SECTION TWO. That the Mayor is hereby authorized and directed to execute on behalf of the City of Midland an application, No. B-22-MC-48-0023, to the United States Department of Housing and Urban Development for Community Development Block Grant Funds in the amount of \$972,971.00 for fiscal year 2022-2023, by GSA Standard Form 424 with budgetary attachments, copies of which are attached hereto and are incorporated within

the City of Midland 2022-2023 Action Plan and made a part hereof for all legal purposes.

SECTION THREE. That an estimated amount of \$70,000.00 in program income will be received for program year 2022-2023 which will be used by the program that generated the income.

SECTION FOUR. That \$540,782.00 from prior years' COVID-19 funding will be applied to the 2022-2023 fiscal year.

SECTION FIVE. That the City will receive \$972,971.00 in Community Development Block Grant Entitlement Grant Funds for the 2022-2023 program, an estimated amount of \$70,000.00 in program income will be received for program year 2022-2023 which will be used by the program that generates the income, and \$540,782.00 from prior years' COVID-19 funding, thus resulting in a total of \$1,583,753.00 in Community Development Block Grant funds that will be available in 2022-2023.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Isaac Garnett, Community Development
Administrator

Christy Weakland, Director of Finance

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

Midland Reporter-Telegram

Delivering life...every day.

15 Smith Rd., Ste 1004
Midland, Texas 79705

City Of Midland Community Development
PO Box 1152
Midland, TX 79702

Account Number: 10002495
Order Number: 0000379325

Before Me, the undersigned authority, on this day personally appeared

Sheri Rycerz of the Midland Reporter-Telegram, a newspaper of general circulation published in Midland, Ector, Howard, Crane, Glasscock, Martin, Upton, and Andrews Counties, Texas, who stated on oath that the attached instrument was published in said newspaper on each of the following dates to wit:

06-25-2022

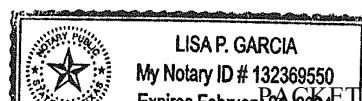
A.D.

Sheri Rycerz
Sheri Rycerz

Sworn and Subscribed to before me, this Friday, June 24, 2022

Lisa P. Garcia

Notary Public



4.6
July 26, 2022

Order Confirmation

<u>Order Number</u> 000379325	<u>Customer</u> City Of Midland Community Development	<u>Payor Customer</u> City Of Midland Community
<u>Advertiser</u> Midland Reporter-Telegram	<u>Customer Account</u> 10002495	<u>Payor Account</u> 10002495
<u>Order Taker</u> Midland Reporter-Telegram	<u>Customer Address</u> PO Box 1152 Midland TX 79702 USA	<u>Payor Address</u> PO Box 1152 Midland TX 79702 USA
<u>Order Source</u> Electronic	<u>Customer Phone</u> 432-685-7408	<u>Payor Phone</u> 432-685-7408
		<u>Customer Email</u> igarnett@midlandtexas.gov
		<u>Special Pricing</u> None
		<u>PO Number</u>
		<u>Ordered By</u> Issac G
		<u>Customer Fax</u>

<u>Bar Sheets</u> 0	<u>Proofs</u> 0	<u>Affidavits</u> 1
<u>Ad Order Notes</u> 2022 Action Plan Notice	<u>Blind Box</u>	<u>Promo Type</u>
<u>Materials</u>		

<u>Net Amount</u> \$584.19	<u>Tax Amount</u> \$0.00	<u>Total Amount</u> \$584.19
<u>Payment Method</u>	<u>Payment Amount</u> \$0.00	<u>Amount Due</u> \$584.19

<u>Ad Number</u> 000379325-0	<u>Ad Type</u> MR-CLS Liner	<u>Ad Size</u> 5.0 X 69 Li
<u>Color</u> <NONE>	<u>Production Method</u> AdBooker	<u>Production Notes</u>
<u>Ad Attributes</u>	<u>Ad Released</u> No	<u>Pick Up</u>

<u>Product Information</u> Midland Reporter-Telegram	<u>Placement/Classification</u> Events and Notices - 726	<u>Run Dates</u> 6/25/2022
<u>Sort Text</u> 2022 ACTION PLAN NOTICE	<u>Events and Notices - 726</u>	<u># Inserts</u> 1
<u>Cost</u> \$20.00	<u>Cost</u> \$534.19	

Order Confirmation

roof of Ad Ad Order Number 0000379325

NOTICE

City of Midland Third Year Action Plan for 2022/2023
Community Development and Housing Funds

The City of Midland has prepared the 2022/2023 (October 1, 2022 to September 30, 2023) Action Plan to the Consolidated Plan. The Consolidated Plan establishes Midland's long-range strategy for investment of its U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) resources and other service needs linked to activities directed at community development, housing and homeless service needs. The Consolidated Plan covers a five-year period beginning October 1, 2020 and ending September 30, 2024.

The Action Plan may be examined on the City of Midland Website (www.midlandtexas.gov): Community Development web page. Viewing of the document may also be accessed at the following locations:

Midland County Centennial Library

2503 W Loop 250 N

Midland County Public Library

301 W Missouri

SE Community Center

1803 E Indiana

Martin Luther King Jr. Community Center

2300 Butternut Lane

The primary funding source is the City's 2022/2023 CDBG entitlement allocation, and prior years CDBG entitlement allocations totaling \$1,073,684 and CDBG CV-19 entitlement allocations totaling \$540,782.

CDBG Fund Programs:

	Amount
Public Service Health Needs	
Casa de Amigos Home Cleaning Program	\$45,000
Mission Adult Day Center Nutrition Program	\$35,000
Public Improvements Needs	
City of Midland S.E. Center Parks & Rec Facility	\$200,000
ILK Center Weight Room Floor	\$84,000
E. Center Parking Lot Improvements	\$90,000
Midland Parker Place Apartment Parking Lot	\$75,000
Community Development Housing Needs	
First Time Home Buyer Program	\$200,000
Health Services/ Mental Health Service	
E. Center, Casa Center, & W. Center Education	\$46,610 CV-19
(MH) Mental Health & Wellness Department	\$260,000 CV-19
Homeless Services	
The Salvation Army Homeless Meals	\$120,172 CV-19
Senior Services	
Seals on Wheels Emergency Food Program	\$45,000 CV-19
Casa de Amigos Senior Nutrition Program	\$68,000
TOTAL	\$1,268,610

The CDBG Action Plan provides information on the locations of the proposed activities. The City anticipates that 80% of funds will benefit low and moderate-income persons. The Plan includes a narrative addressing a variety of issues and required certifications. The agency responsible for development of the Plan is the Community Development Division of the City's Development Services Department.

Please direct any written comments to the City's Community Development Division, PO Box 1152, Midland, Texas, 79701 by July 26, 2022. The Midland City Council will consider approval of the plan during the regular Council meeting.

24/2022 7:47:31AM

on July 26, 2022. The Plan will be forwarded to HUD by August 16, 2022.
For more information, call the CDBG Office at 685-7408 or 685-7472.

PACKET
4.9
July 26, 2022

7/26/2022 7:47:31AM

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The CDBG Third Year Annual Action Plan establishes Midland's strategy for investment of its U.S. Department of Housing and Urban Development (HUD) resources and other resources linked to activities directed at the community development, housing and homeless service's needs. The goal of the Third Annual Action Plan is to develop viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities principally for low- and moderate-income persons. The City of Midland has only applied for and received the Community Development Block Grant (CDBG) program.

The Third Annual Action Plan covers the period, beginning October 1, 2022 and ending September 30, 2023.

The sole funding source is the City's 2022/2023 Community Development Block Grant (CDBG) program entitlement allocation of \$1,003,648. Additionally, the City expects to receive \$70,000 in Program Income and \$540,782 in COVID -19 totaling \$1,614,430. Priority housing needs to be addressed are those of owner households in the 0% to 80% of median income range, and renter households in the 31% to 80% of median income range who will be making home purchases. The City will also address public services (senior citizens) and another park improvement.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

-OHAP Major Assist 20 low-income first-time homebuyers with home purchases.

-Casas de Amigos of Midland-SE Senior Center meals program (420 persons).

-Midland Parks & Rec- S.E. Senior Center Parking Lot Improvements.

-Casa de Amigos-home cleaning program for seniors (62 persons).

- Casa de Amigos- for Seniors Resiliency Program (240 persons).
- Midland Mission Adult Day Center-Take Home Terrific meals program (50 persons).
- Senior Life Midland Meals on Wheels Food Program (1,200 persons).
- Midland Parks & Rec MLK Center Facilities improvements. (Weight Room Gym Floor).
- Salvation Army Homeless Meal Program (140 meals per day).
- (MMH) Mental Health & Wellness Program (420 Persons).
- Parker Place Senior Apartments Infrastructure Improvements (40 units).

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City of Midland is still recovering from the COVID Health crisis 85% all the public service activities will be accomplished by the end of the program year. These activities include providing health safety and general public services elderly persons, and persons with disabilities. The Single-Family Home Repair Program achieved 85% of its 2021-2022 Action Plan goals and the Single-Family Homebuyer Assistance Program achieved 80% of its 2021-2022 Action Plan goals; additionally, other activities will meet or be very close to the goals by the end of the Action Plan period in September 2022. The CDBG office will work to carry out the remainder of the 2021-2022 Action Plan goals listed in the prior year plan.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The CDBG office adhered to its CDBG Citizen Participation Plan. Specifically, publicity for Three scheduled meetings and event were made, a citizen survey was conducted to arrive at recommended priorities and goals, and the Midland City Council held two public hearings. Efforts were made to include as many sub-populations/groups and/or advocate groups for them in the process.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

The CDBG office surveyed 75 persons and 36 were returned with feedback expressing a need for more Public Senior Health services, Homeless Facilities, Street Improvements, Affordable Housing, Downpayment assistance and Mowing Unsightly properties.

6. Summary of comments or views not accepted and the reasons for not accepting them

CDBG Office considered all comments and views and did not reject any responses specifically.

7. Summary

During the program year of 2022/2023, CDBG will build upon experience striving to meet the new strategic goals set in this Action Plan. CDBG will continue to focus on using data plan community programs and gathering feedback from various citizen and stakeholder groups. CDBG continues to make great strides in addressing the community's needs as they evolve over time. This document has been developed to satisfy the Consolidated Planning requirements of HUD. Goals are principally those that can be funded, assuming availability of funds, by the CDBG program or that can be administratively supported by City staff and/or the Midland City Council. The Plan consists of a need's assessment, and the Third Year Annual Action Plan. Lead-based paint concerns, barriers to affordable housing, the citizen participation process and an anti-poverty strategy are also discussed.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	MIDLAND	Community Development Division

Table 1 – Responsible Agencies

Narrative (optional)

The lead agency for overseeing the development of the Action Plan is the City of Midland’s Department of Development Services through its Community Development Division or CDBG Office. Major public and private agencies responsible for administering programs covered by the Annual Action Plan are the City of Midland, local housing authorities and numerous housing and social service non-profits.

Consolidated Plan Public Contact Information

Community Development Manager

City of Midland

300 N Loraine, Suite 410

P.O. Box 1152

Midland, Texas 79702

432-685-7408

AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

The City has identified the significant aspects of the process by which the Action Plan is being developed and the public/private agencies, groups, organizations, and others that participated in the plan. The Action Plan is a comprehensive document that addresses statutory purposes. The lead agency for overseeing the development of the Plan is the City of Midland's Department of Development Services through its Community Development Division or CD Office.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

The Community Development Office has a long-standing working relationship with both (PHA's) housing authorities in the city. All three are members of the Midland Affordable Housing Alliance and participants in the Midland Homeless Coalition as well. The same relationships exist with other local housing providers. Through the Homeless Coalition, the City maintains relationships with mental health providers and homeless shelter and services providers with specific responsibilities for homeless individuals and families. The City also participates in other umbrella/coalition efforts that seek to address other issues that relate to housing and public service needs.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

As a member of the Midland Homeless Coalition, the City participates in bi-monthly meetings, annual Point-In-Time counts, and a range of support for the efforts of the individual agencies making up the Coalition. The City of Midland will coordinate with the Balance of State in Texas to establish a local CoC enlisting partners that are providing homeless services.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Midland made many efforts (email, newspaper, web page, and phone) to reach local agencies and solicit input for this plan.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Continuum of Care State of Texas	The City of Midland Strategic Plan overlap the goals of the Midland Homeless Coalition/Midland Affordable Housing Alliance by providing funds for housing improvements and developments.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The City communicates and coordinates with other Midland governmental entities, local housing authorities, the City of Odessa and various State of Texas departments on an as needed basis. The City provided copies of the draft Action Plan to the following governmental entities: the Permian Basin Regional Planning Commission, local housing authorities and Midland County. Midland is not adjacent to another municipal government.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Residents of Public and Assisted Housing	Two public hearings were held to gather input and direct uses of CDBG funding for the 2022/2023 program year. Respondents were positive towards the preliminary Action Plan development.	Comments were in line with project recommendation and developments.	None	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Residents of Public and Assisted Housing	Three public meetings were held to gather input and direct uses of CDBG funding for the 2022/2023 program year.	Comments were in line with project recommendation and developments.	None	
3	CDBG Needs Assessment	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Residents of Public and Assisted Housing	Community Leaders and Civic organizations	Comments were in line with project recommendation and developments.	None	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Internet Outreach	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	All citizens of the City of Midland	No comments were received by email to the CDBG offices	All comments are accepted if presented to the CDBG Offices	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Currently, the City of Midland receives CDBG funding. These funding sources are expected to be available over the next five years. In FY 2022, the City has been allocated \$1,073,648, \$540,782 in COVID-19 in CDBG funds totaling \$1,614,430. It is anticipated that funding levels will be similar over the five years of this Consolidated Plan. These anticipated amounts are noted in the chart below. As all funding sources are subject to annual Congressional appropriations, as well as potential changes in funding distribution formulas, these figures are subject to change.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,003,648	70,000	540,782	1,614,430	4,881,740	PI includes estimated (\$70,000) for ED activity and EN (\$1,003,648). Remainder includes estimated future Annual Allocations plus approximate RL (3.0m) in ED activity. COVID-19 CARES ACT (\$540,782)

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The federal, state, and local resources available to address the needs identified in the plan include federal formula grant funds under CDBG. The local Continuum of Care (CoC) also awards grant funds under the competitive McKinney-Vento Homeless Assistance Act. These funds may be leveraged with the City's general funds, various state and county resources, local nonprofit resources, and private foundation grants. Essential service projects will concentrate efforts to address the needs of families, children and youth in high risk populations consistent with the identified priority needs. Use of CDBG funds will leverage other nonprofit resources and private foundation funds to assist low-income households.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

NA

Discussion

The Expected Amount Available for the Remainder of ConPlan is an estimate of the funds expected to be received over the remaining four years of the Consolidated Plan. Estimates were calculated using the confirmed funding to be received during the Third year of the Consolidated Plan plus expected program income. The CDBG program income total includes an estimated \$1,073,648 per year received through economic development activities and additional \$540,782, in COVID -19 funding.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Affordable Homebuyers Housing Assistance	2020	2024	Affordable Housing	BRADFORD PARK/2004 TARGET AREA SAN JUAN CHURCH/2006 TARGET AREA City of Midland Low- and Moderate-Income Census Tracts Southern Addition	Affordable Homeowner Housing	CDBG: \$200,000	Direct Financial Assistance to Homebuyers: 19 Households Assisted
3	Public Services	2020	2024	Non-Housing Community Development	SAN JUAN CHURCH/2006 TARGET AREA Low- and Moderate-Income Census Tracts Greenwood Addition	Public Services	CDBG: \$148,000	Public service activities other than Low/Moderate Income Housing Benefit: 480 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
6	Homeless Meals Program	2020	2024	Homeless	Low- and Moderate-Income Census Tracts	Homeless Services Public Services	CDBG: \$120,172	Public service activities for Low/Moderate Income Housing Benefit: 1200 Households Assisted Homeless Person Overnight Shelter: 1200 Persons Assisted
10	Infrastructure Improvements	2020	2024	Non-Housing Community Development	Low- and Moderate-Income Census Tracts Greenwood Addition	Expand & Improve Public Infrastructure & Facilities	CDBG: \$365,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 420 Persons Assisted Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 40 Households Assisted
11	Essential Services	2020	2024	Non-Housing Community Development	Low- and Moderate-Income Census Tracts Greenwood Addition	Public Services	CDBG: \$91,610	Public service activities other than Low/Moderate Income Housing Benefit: 112 Persons Assisted

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Affordable Homebuyers Housing Assistance
	Goal Description	Direct Financial Assistance to Homebuyers: 19 Households Assisted
3	Goal Name	Public Services
	Goal Description	Public service activities other than Low/Moderate Income Housing Benefit: 420 Persons Assisted through -Casa de Amigos of Midland Senior Center and S.E. Senior Center meals program and Take Home Terrific meals from Adult Day Center.
6	Goal Name	Homeless Meals Program
	Goal Description	Provided Emergency in-person food to shelter services to the Salvation Army and Meals on Wheels for home-bound persons.
10	Goal Name	Infrastructure Improvements
	Goal Description	Parking lot Improvements at the S.E. Senior Center and Parker Place Senior Living Development.
11	Goal Name	Essential Services
	Goal Description	Casa de Amigos-home cleaning program for seniors (62 persons). Midland Mission Adult Day Center-Take Home Terrific meals program (50 persons).

Projects

AP-35 Projects – 91.220(d)

Introduction

Of the proposals received for funding consideration, the following projects were recommended by the Midland City Council CDBG Committee with input from city staff for funding from the CDBG funds expected to be available for program year 2022-2023.

Projects

#	Project Name
1	Parker Place Apartments Infrastructure Program
2	Homebuyer Assistance Program
3	SE Senior Center Nutrition Program
4	Home Cleaning Program
5	Take Home Terrific Program
6	MLK Center/ Parks & Rec
7	Parks & Rec Senior Center Infrastructure Project
8	Midland Senior Life Meals on Wheels CV-19
9	Salvation Army Homeless Meal Program CV-19
10	MMH Mental Health CRISP indigent program CV-19
11	Casa de Amigos Senior Resiliency Program

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The projects listed above were selected by the Council CDBG Committee from the total of all project proposals received during the open application process for the 2022/2023 CDBG program. Additional activities are identified by the public health crisis.

AP-38 Project Summary
Project Summary Information

1	Project Name	Parker Place Apartments Infrastructure Program
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	CDBG: \$75,000
	Description	Replacement of central vehicle parking area for 40 units.
	Target Date	9/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Senior restricted housing units
	Location Description	508 E. Parker
	Planned Activities	
2	Project Name	Homebuyer Assistance Program
	Target Area	Low- and Moderate-Income Census Tracts
	Goals Supported	Affordable Homebuyers Housing Assistance
	Needs Addressed	Affordable Homeowner Housing
	Funding	CDBG: \$200,000
	Description	First time homebuyers' program is designed to assist families low-moderate income purchases.
	Target Date	9/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	19 families will be assisted with housing purchases of \$240,000 and below. the increase in home purchase range is due to the Midland housing market increases.
	Location Description	Low-moderate income housing census tracts.
	Planned Activities	Direct payment to housing agents for closing and down payment cost.
3	Project Name	SE Senior Center Nutrition Program
	Target Area	Low- and Moderate-Income Census Tracts
	Goals Supported	Public Services
	Needs Addressed	Public Services

	Funding	CDBG: \$68,000
	Description	Senior nutrition meals for center attendees Monday through Friday noon meals.
	Target Date	9/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	120 persons receiving meal per day.
	Location Description	S.E. Center, Casa de Amigos, and Westside Senior Center.
	Planned Activities	Noon meals for seniors on Monday-Friday.
4	Project Name	Home Cleaning Program
	Target Area	Low- and Moderate-Income Census Tracts
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$45,000
	Description	Casa de Amigos requests funds to support its Citywide Community Services Home Cleaning Program. The program's objective is to maintain safe and sanitary living conditions for indigent senior citizens (60+ years of age) and disabled individuals.
	Target Date	9/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	The program's objective is to maintain safe and sanitary living conditions for indigent senior citizens (60+ years of age) and disabled individuals. Services include an initial deep cleaning and subsequent routine weekly cleaning. It is expected that 120 clients will be assisted during the year.
	Location Description	It is expected that 120 clients will be assisted during the year in low-moderate income census tracts.
	Planned Activities	Services include an initial deep cleaning and subsequent routine weekly cleaning.
5	Project Name	Take Home Terrific Program
	Target Area	Low- and Moderate-Income Census Tracts
	Goals Supported	Public Services
	Needs Addressed	Public Services

	Funding	CDBG: \$35,000
	Description	Take Home is an evening meal delivery service for individuals who have some type of mobility dysfunction or health issue that would keep them from meeting their nutritional needs.
	Target Date	9/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	It is expected that 50 clients will be assisted during the year.
	Location Description	The public service for senior citizens and disabled persons is considered by HUD as a presumed benefit to low- and moderate-income activity under its limited clientele provisions and in low-income census tracts.
	Planned Activities	After an initial assessment, participants will receive meals during the week with extra meals provided for weekend needs on request. Participants will also receive a monthly wellness check. It is expected that 50 clients will be assisted during the year.
6	Project Name	MLK Center/ Parks & Rec
	Target Area	MLK
	Goals Supported	Infrastructure Improvements
	Needs Addressed	Expand & Improve Public Infrastructure & Facilities
	Funding	CDBG: \$84,000
	Description	Removal of weight room floor (MLK).
	Target Date	9/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Develop public facilities where 500 youth programming, senior and other community services including affordable activities can be made available.
	Location Description	Martin Luther King Community Center
	Planned Activities	Installation would be completed by City of Midland Parks Construction crew and vendor contractors
7	Project Name	Parks & Rec Senior/Parker Place Apartment Infrastructure Project
	Target Area	Low-and Moderate-Income Census Tracts
	Goals Supported	Infrastructure Improvements

	Needs Addressed	Expand & Improve Public Infrastructure & Facilities
	Funding	CDBG: \$365,000
	Description	Replacement of Parker Place Apartment/S.E. Center Parking Lot
	Target Date	9/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Seniors in attendance will have improved parking and a minimize of tripping hazards. Add additional space for outdoor covered recreation
	Location Description	Parker Place Apartment/S.E. Center
	Planned Activities	Replacement of surface by contractors.
8	Project Name	Midland Senior Life Meals on Wheels CV-19
	Target Area	City of Midland Low- and Moderate-Income Census Tracts
	Goals Supported	Essential Services
	Needs Addressed	Public Services
	Funding	CDBG: \$45,000
	Description	Emergency meals provided when normal preparations of meals is not available.
	Target Date	9/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	1200 in-home meal to seniors.
	Location Description	
	Planned Activities	Delivered meals to homebound residents.
9	Project Name	Salvation Army Homeless Meal Program CV-19
	Target Area	Low- and Moderate-Income Census Tracts
	Goals Supported	Homeless Meals Program
	Needs Addressed	Homeless Services
	Funding	CDBG: \$120,172
	Description	Provide meals to the Midland Salvation Army for daily sustenance.

	Target Date	9/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	1500 individuals will seek meals at the center of the term of the program year.
	Location Description	600 E. Wall Street
	Planned Activities	Planned in-person meals at the homeless shelter.
10	Project Name	MMH Mental Health CRISP indigent program CV-19
	Target Area	City of Midland Low- and Moderate-Income Census Tracts
	Goals Supported	Essential Services
	Needs Addressed	Public Services
	Funding	CDBG: \$260,000
	Description	Assisting, tracking and referring indigent person with mental health service in Midland.
	Target Date	9/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Emergency room intake will assign social workers to follow-up supportive services.
	Location Description	
	Planned Activities	Casework, referral services to other agencies.
11	Project Name	Casa de Amigos Senior Resiliency Program
	Target Area	Low- and Moderate-Income Census Tracts
	Goals Supported	Essential Services
	Needs Addressed	Public Services
	Funding	CDBG: \$46,610
	Description	Mental health and educational training to assist seniors in building coping skills and resilience skills.
	Target Date	9/30/2023

	Estimate the number and type of families that will benefit from the proposed activities	420 individuals will be offered the educational training and resiliency skill building.
	Location Description	S.E. Center, Casa de Amigos, and Westside Senior Center.
	Planned Activities	Resiliency curriculum skill building.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

In the development of the Consolidated Plan, two specific target areas were defined and approved beyond the City Wide target area. These areas all suffer with high levels of poverty and unemployment, and with the exception of a small proportion of the Peoria BRT route, all are occupied by LMI census tracts.

Geographic Distribution

Target Area	Percentage of Funds
BRADFORD PARK/2004 TARGET AREA	
WASHINGTON PARK/2005 TARGET AREA	
SAN JUAN CHURCH/2006 TARGET AREA	
SPARKS PARK	
MULBERRY DRAW	
City of Midland	
Low- and Moderate-Income Census Tracts	70
Ratliff Park 2017	
MLK	10
Greenwood Addition	20
Southern Addition	

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Concentrating resources in specific geographies is necessary to adequately address the scale of needs and achieve short and long-term improvements to identified substandard conditions such as deteriorated housing and infrastructure, access to lead-based paint free housing, reconstruction, and overall revitalization. The City elects to focus activity in the areas of high concentration of poverty, unemployment and basic needs. As well as areas where other city funds and private investments are anticipated as a basis for allocating investments geographically with the jurisdiction. The result of geographical allocation of HUD funding is an effective use of the funds to elevate and create more opportunities for areas where the needs are the greatest.

Discussion

The City's rationale for its geographic distribution of CDBG funds is based on compliance with the CDBG Primary Objective - the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and

moderate income. Generally, CDBG supported public services are available on a citywide basis to income eligible households or persons. However, public capital improvements and other development projects are specifically directed at sites within low- and moderate-income neighborhoods.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City's CDBG program for 2022-2023 will result in affordable housing through its homebuyer assistance program and affordable housing repair programs (AHRP). At this time, it is not known if additional units will be supported by the AHRP or funds will be needed to continue the AHRP location selected for the 2022-2023 CDBG program year.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	22
Special-Needs	0
Total	22

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	10
Acquisition of Existing Units	0
Total	0

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

None

AP-60 Public Housing – 91.220(h)

Introduction

The only public housing project in Midland is for the elderly and is in good condition but was built in 1976.

Actions planned during the next year to address the needs to public housing

The City will remain receptive to assisting the PHAs, upon request, on their “resident initiative” activity and will continue to provide information on homeownership opportunities to households assisted by the PHAs. The CD Office provides its housing brochure to the PHAs for distribution at its offices, and the PHAs reciprocate.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

See above.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The PHA is not designated as troubled.

Discussion

None

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

CDBG program will use CARES ACT funds for rental and utility assistance to help prevent eviction and homelessness during the public health crisis, the City does not receive any funds to carryout homeless programs and has elected to use CARES ACT funds to address homeless needs during this public health crisis. Therefore, the City relies on other organizations to pursue funds to serve homeless needs. For the 2022/2023 program, the City does anticipate using CDBG funds that will directly support programs that serve the homeless. Being an active partner in the Midland Homeless Coalition, and the Midland Affordable Housing Alliance, the City aims to work toward addressing gaps within the Midland continuum of care for the homeless and eliminating chronic homelessness. Collaborations with the United Way and local foundations are vital in efforts to ensure current funding levels are sustained and that federal/state funding opportunities are not missed in order to apply for shelter and transitional housing needs. The United Way of Midland has collaborated with Family Promise of Midland to achieve – six transitional housing units to date

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Midland does not receive an ESG allocation.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City shall continue to participate in the Midland Homeless Coalition and support individual efforts of agencies comprising the Coalition

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

see above

Helping low-income individuals and families avoid becoming homeless, especially extremely

low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

It is anticipated that the public service programs supported by CDBG will aid low-income individuals and families avoid becoming homeless by providing meals to them.

Discussion

None

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Public policies are meant to address the overall needs of citizens in the City. Yet, there are times where they may have a negative effect on certain aspects of the community, specifically affordable housing and residential investment. Affordable housing and public and private residential investments are key components in furthering fair housing in any community. The primary tool communities have for identifying contributing factors for these barriers to housing is an assessment of fair housing and fair housing choice. In 2020, the City updated the previous 2015 assessment. Analysis from the 2020 update has found:

- A limited supply of affordable housing and extensive cost burden, especially for extremely low- and very low- income renters, causing those renters to face significant affordability “gaps”; and
- Fair housing education is lacking and impede and these elements must be better understood by community residents and property owners.

The City plans corresponding actions designed to strengthen the supply of affordable housing and narrow the affordability “gaps.” Elements of those actions appear within this Consolidated Plan and beyond. Additionally, the City anticipates a review of public policies that may impede the development of affordable housing and to improve the understanding of their consequences.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City shall continue to be receptive to cases supporting the objective. Often, favorable outcomes can be achieved when re-zoning cases, mobile home occupancy permit and sidewalk waivers are considered. The City shall also strive to reduce or waive certain development and building fees for affordable housing projects and use local funds to pay for public improvements and the disposal of site clearance debris on affordable housing sites. Services such as platting, and surveying aspects can also be considered for non-profit developers. The City uses its Street Fund that is generated from each building permit for street improvements primarily within the city’s low-income areas. The City shall strive to use City resources for street improvements, primarily in Midland’s south and east sides. Continuation of CDBG funding for the housing improvement program contributes toward this objective. These actions also have the effect of fostering and maintaining affordable housing

Discussion:

It is also hoped that actions implementing recommendations in a new Analysis of Impediments to Fair

Housing Choice in Midland will also help reduce barriers to affordable housing in Midland

AP-85 Other Actions – 91.220(k)

Introduction:

The following actions will be pursued by the City towards meeting Consolidated Plan regulations on other actions

Actions planned to address obstacles to meeting underserved needs

The CDBG housing assistance and elderly programs specifically target underserved populations. The targeting techniques include providing higher levels of assistance for lower income applicants and limiting assistance to low income areas. The City shall encourage and assist, as appropriate, other private and/or public entities see funds for programs designed for the underserved.

Actions planned to foster and maintain affordable housing

The City shall continue to be receptive to cases supporting the objective. Often, favorable outcomes can be achieved when re-zoning cases, mobile home occupancy permit and sidewalk waivers are considered. The City shall also strive to reduce or waive certain development and building fees for affordable housing projects and use local funds to pay for public improvements and the disposal of site clearance debris on affordable housing sites. Services such as platting, and surveying aspects can also be considered for non-profit developers. The City uses its Street Fund that is generated from each building permit for street improvements primarily within the city's low-income areas. Continuation of CDBG funding for the housing programs contribute toward this objective. These actions also have the effect of fostering and maintaining affordable housing.

Actions planned to reduce lead-based paint hazards

The City will implement its CDBG-aided activities consistent with the lead-based paint hazard reduction objective. Specifically, prospective households shall be made aware of the potential hazard and appropriate evaluation and reduction steps will be pursued in rehabilitation programs. Referrals to services for testing of children by local health and child welfare agencies will be made as needed. Information for providers and contractors will be passed-through. The City of Midland ensures that inspections for lead-based paint (LBP) hazards will occur, as required, for all funded housing activities. Proper notifications will be provided regarding lead-based paint hazards. All housing units constructed prior to 1978 will be tested for LBP by a certified LBP inspector or Risk Assessor. If LBP is detected, all covered renovations will follow HUDs Lead Safe Housing Rules and be performed by

certified firms using certified renovators and other trained workers.

Actions planned to reduce the number of poverty-level families

The City will continue its overall anti-poverty strategy that revolves around economic development – using the economic development sales tax to create jobs for Midland. Unfortunately, the current oil price slump has resulted in uncertainty for continued economy growth. Other aspects of the local strategy are to continue to direct assistance programs towards the neediest households, employment-training programs and the hiring of low-income individuals on federally supported contracts. Small businesses that hire low income persons typically are vendors in housing assistance programs. Adherence to HUD’s Section 3 requirements is another way to help eliminate poverty. CDBG supported public services also aid participating clients to benefit economical, even if the dollar amount is nominal to many.

Actions planned to develop institutional structure

Major changes to the institutional structure described in the Consolidated Plan are not anticipated in the coming year. The City will continue to support activity by the various providers and encourage them to seek other funding sources to enhance the service delivery system in Midland. City staff and/or elected officials will continue to be involved in housing and homeless concerns that seek to improve service delivery. For example, the City will continue to participate in the Midland Affordable Housing Alliance and the Midland Homeless Coalition among others. The City will provide necessary CDBG related training to its subrecipients.

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to cooperate with private housing providers and social service agencies, including participation in MAHA and the Homeless Coalition. The long standing, good working relationship with both PHAs will be continued. The City will continue to accommodate the PHAs in their planning requirements.

Discussion:

None

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

This section provides details on program specific requirements on the Community Development Block Grant that the City will receive

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

Only the 2022-2023 Program year CDBG Entitlement Grant B-22-MC-48-0023, COVID-19 CARES Act funds and program income to be received during the year is covered by this Action Plan.



City Council Meeting

Item Number: 5
Meeting Date: July 26, 2022
To: City Council / City Manager
From: Ron Jenkins, Oil and Gas Coordinator
Subject: RESOLUTION GRANTING VARIANCES FOR TWO OIL AND GAS WELLS TO BE LOCATED CLOSER THAN 500 FEET OF AN OCCUPIED RESIDENCE OR COMMERCIAL STRUCTURE; APPROVING THE ISSUANCE OF PERMITS TO PERMIAN DEEP ROCK OIL CO., LLC ("OPERATOR") TO DRILL SAID OIL AND GAS WELLS LOCATED IN SECTION 10, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 1,750 FEET AND 2,320 FEET WEST OF RANKIN HIGHWAY AND 520 FEET SOUTH OF INTERSTATE 20); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

Resolution approving the issuance of permit to Permian Deep Rock Oil Co., LLC ("Operator") for the drilling of the following oil and gas wells: Charger 110 MIPA Unit #H110SS and Charger 120 MIPA Unit #H120MS; said wells being generally located between 1,750 feet and 2,320 feet west of Rankin Highway and 520 feet south of West I-20. The required 30-day public comment has passed, and the Council may consider this request. No notices of objection received.

Recommended City Council Action:

Approve

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

The Oil and Gas Advisory Committee has reviewed the well site in detail and recommends approval with updated exhibit. A 16 ft. sound wall will be used during drilling and completion operations being located on the south side of location. There have been previous permitted applications near this well pad requiring the same variances. The operator has a surface agreement with the surface owner. Receiving support of the Oil & Gas Advisory Committee, Permian Deep Rock Oil is requesting the following variances:

- (1) Permian Deep Rock Oil Company requests variance to residence or commercial structure:
Charger 110 MIPA Unit #H110SS of 271 feet.
Charger 120 MIPA Unit #H120MS of 269 feet.
- (2) Permian Deep Rock Oil Company requests to allow for twenty-four-hour fracing operations.
- (3) Permian Deep Rock Oil Company requests variance for fence of the drill pad instead of individual well
- (4) Permian Deep Rock Oil Company requests a variance to the requirement of landscaping and irrigation due to no city water is available.
- (5) Permian Deep Rock Oil Company requests variance to the Road Repair Agreement due to no city streets will be used.

Attachments: Applications; Location maps; Exhibit - Drill site maps, Exhibit – Flow Line Location.



City Manager's Office

RESOLUTION NO. _____

RESOLUTION GRANTING VARIANCES FOR TWO OIL AND GAS WELLS TO BE LOCATED CLOSER THAN 500 FEET OF AN OCCUPIED RESIDENCE OR COMMERCIAL STRUCTURE; APPROVING THE ISSUANCE OF PERMITS TO PERMIAN DEEP ROCK OIL CO., LLC (“OPERATOR”) TO DRILL SAID OIL AND GAS WELLS LOCATED IN SECTION 10, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 1,750 FEET AND 2,320 FEET WEST OF RANKIN HIGHWAY AND 520 FEET SOUTH OF INTERSTATE 20); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT

WHEREAS, on December 8, 2009, the City Council of the City of Midland duly approved Ordinance No. 8769 which amended Title VI, “Police Regulations,” Chapter 1, “General Offenses,” of the City Code of Midland, Texas, so as to establish Section 23, “Oil and Gas Well Permits issued on or after January 1, 2010,” which governs the granting or rejecting of Oil and Gas Well Permits; and

WHEREAS, the purpose of said section is to establish reasonable and uniform limitations, safeguards, and regulations for present and future operations related to the exploring, drilling, developing, producing, transporting and storing of oil or gas or other substances produced in association with oil and gas within the City of Midland to protect the health, safety, and general welfare of the public and the orderly development of the City of Midland; abate or prevent potential public nuisances; minimize the potential adverse impact to surface and mineral owners, protect the quality of the environment and encourage the orderly production of available mineral resources; and

WHEREAS, Section 6-1-23(C) of the City Code of Midland, Texas, makes it an offense to knowingly drill or participate in the drilling of any well or to re-enter any well within the corporate limits of the City of Midland without a permit having first been issued by the authority of the City Council; and

WHEREAS, Operator has submitted applications to the City of Midland to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, pursuant to Section 6-1-23(H)(2)(a) of the City Code of Midland, Texas, Operator has requested variances in order to allow said oil and gas wells to be closer than 500 feet of an occupied residence or commercial structure; and

WHEREAS, notice of the public hearing on this matter was provided in accordance with Section 6-1-23(H)(1) and a public hearing was held on June 14, 2022; and

WHEREAS, subsequent to said public hearing, and in accordance with Section 6-1-23(H)(1), the City Council allowed the public and Operator thirty (30) days to submit written input to the City Manager regarding Operator's applications to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, the City Council has considered those issues set forth in Section 6-1-23(I) in determining whether to grant or deny permits to Operator to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, the City Council finds and determines that granting permits to Operator to drill oil and gas wells on the property described in Section Two hereof will not present a health or safety risk; and

WHEREAS, the City Council finds it to be in the public interest to approve the issuance of permits to Operator to drill oil and gas wells on the property described in Section Two hereof;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the above recitals are hereby adopted and approved by the City Council of the City of Midland, and variances are hereby granted for oil and gas wells to be located on the property described in Section Two hereof by allowing said oil and gas wells to be closer than 500 feet of an occupied residence or commercial structure subject to the conditions of the permits authorized in Section Two.

SECTION TWO. That the Mayor is hereby authorized and directed to execute

permits, on behalf of the City of Midland, that will allow Operator to drill the following oil and gas wells:

Charger 110 MIPA Unit #H110SS and Charger 120 MIPA Unit #H120MS;
located in Section 10, Block 39, T-2-S, T&P RR Co. Survey, City of Midland, Midland County, Texas. Said permits shall be in forms substantially similar to those attached hereto as Exhibits "A" and "B" and incorporated herein for all legal purposes.

SECTION THREE. That the requirement of a Road Repair Agreement between Operator and the City of Midland is hereby waived in regard to said permits.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

EXHIBIT "A"

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on July 26, 2022, considered the application of Permian Deep Rock Oil Co., LLC ("Operator") dated April 1, 2022, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Charger 110 MIPA Unit #H110SS oil and gas well shall be 240 feet from the north line and 1,750 feet from the east line, Section 10, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from July 26, 2022 through July 26, 2023, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a “negative pronouncement” that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. The well shall be no closer than 271 feet of an occupied residence or commercial structure.
2. Twenty-four hour hydraulic fracturing operations and use of a workover rig during the completion process directly following the fracing operations.
3. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
4. No landscaping or irrigation is required because City water is not available.
5. No road repair agreement is required because no City streets will be used to access the well site.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of July 2022.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____ day of July 2022.

Permian Deep Rock Oil Co., LLC

By: _____

Kyle M. Hammond

General Manager

EXHIBIT "B"

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on July 26, 2022, considered the application of Permian Deep Rock Oil Co., LLC ("Operator") dated April 1, 2022 to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Charger 120 MIPA Unit #H120MS oil and gas well shall be 240 feet from the north line and 2,320 feet from the east line, Section 10, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from July 26, 2022 through July 26, 2023, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a “negative pronouncement” that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND’S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND’S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY’S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY’S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR’S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well’s location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. The well shall be no closer than 269 feet of an occupied residence or commercial structure.
2. Twenty-four hour hydraulic fracturing operations and use of a workover rig during the completion process directly following the fracing operations.
3. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
4. No landscaping or irrigation is required because City water is not available.
5. No road repair agreement is required because no City streets will be used to access the well site.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ day of July 2022.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS ____ day of July 2022.

Permian Deep Rock Oil Co., LLC

By: _____

Kyle M. Hammond

General Manager



APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information		
Date 04/01/2022	Operator Name (must match W-1) Permian Deep Rock Oil Co., LLC	Operator Address P.O. Box 11405 Midland, TX 79702
Representative Name Kyle M. Hammond	Representative Address (within Midland City Limits) 500 W. Wall St. Ste 300 Midland, TX 79701	Rep. Tele. 432-682-6685 Rep. Fax 432-684-4519
Fee: \$4,000.00 Rec'd Yes ☒ No ☐	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4
Permit Compliance Contact (Choose 1): Option A: 24/7 Answering Services - No. 1 (Tele.): _____ No. 2 (Tele.): _____		
Option B: Company Compliance Representative (Name, Address, Local Telephone) (ATTACH STATEMENT AS EXHIBIT A): See Exhibit "A"		
Emergency Contact Representative (Name, Address, 24-Hour Tele. No.): See Exhibit "A"		
Other Permitted Wells in City (ATTACH EXHIBIT B [see § J(26)]): See Exhibit "B"		
II. Mineral Ownership		
Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):		
1.		
2.		
3.		
ATTACHED AS EXHIBIT C is List of subdivisions within Charger Unit		
See Exhibit "C"		
III. Surface Ownership & Use		
General Description of Current Surface Use (within 860 feet of proposed surface location): Surface use: Undeveloped Rangeland, service company yards Surface ownership: Service company yards, hotel See Exhibit "D"		
ATTACHED AS EXHIBIT D is _____,		
Current Tax Roll from Midland Central Appraisal District, which lists		
the names and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].		

PACKET

5 of 15

July 26, 2022

ATTACHED AS EXHIBIT E is a (map/p lat/satellite/aerial photo) depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The (map/p lat/satellite/aerial photo) includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].

ATTACHED AS EXHIBIT F is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].

IV. Well & Operations Information

Proposed Well Name: Charger 110 MIPA Unit #H110SS

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 240' FNL & 1750' FEL, Section 10
Block 39, T-2-S, T&PRR Co. Survey, Midland County, Texas

ATTACHED AS EXHIBIT G is the Location Site Plan [See § J(9)].

ATTACHED AS EXHIBIT H is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].

ATTACHED AS EXHIBIT I is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments (also file copy of W-1 with City Secretary before commencement of drilling operations). [See § J(16) and (20)].

ATTACHED AS EXHIBIT J is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].

ATTACHED AS EXHIBIT K (if applicable) is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].

ATTACHED AS EXHIBIT L is the Fencing and Irrigation Plan. [See § J(30)].

ATTACHED AS EXHIBIT M: No city roads will be used

ATTACHED AS EXHIBIT N is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: None

(2) Operations: Oncor

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit "N"

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

See Exhibit "O"

V. Additional Required Exhibits

ATTACHED AS EXHIBIT P is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].

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ATTACHED AS EXHIBIT R is the required Insurance Certificate. [See § J(19) and § K(3)].

ATTACHED AS EXHIBIT S (if applicable) is the Drainage Plan relating to Applicant's proposed operations. [See § J(21)].

ATTACHED AS EXHIBIT T is Applicant's Emergency Action Response Plan. [See § J(22)].

ATTACHED AS EXHIBIT U is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].

Attached as Exhibit V: Applicants variances

Permian Deep Rock Oil Company
[NAME OF COMPANY]

By [Signature]
Its General Manager

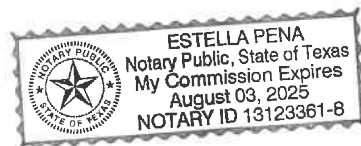
State of TEXAS)

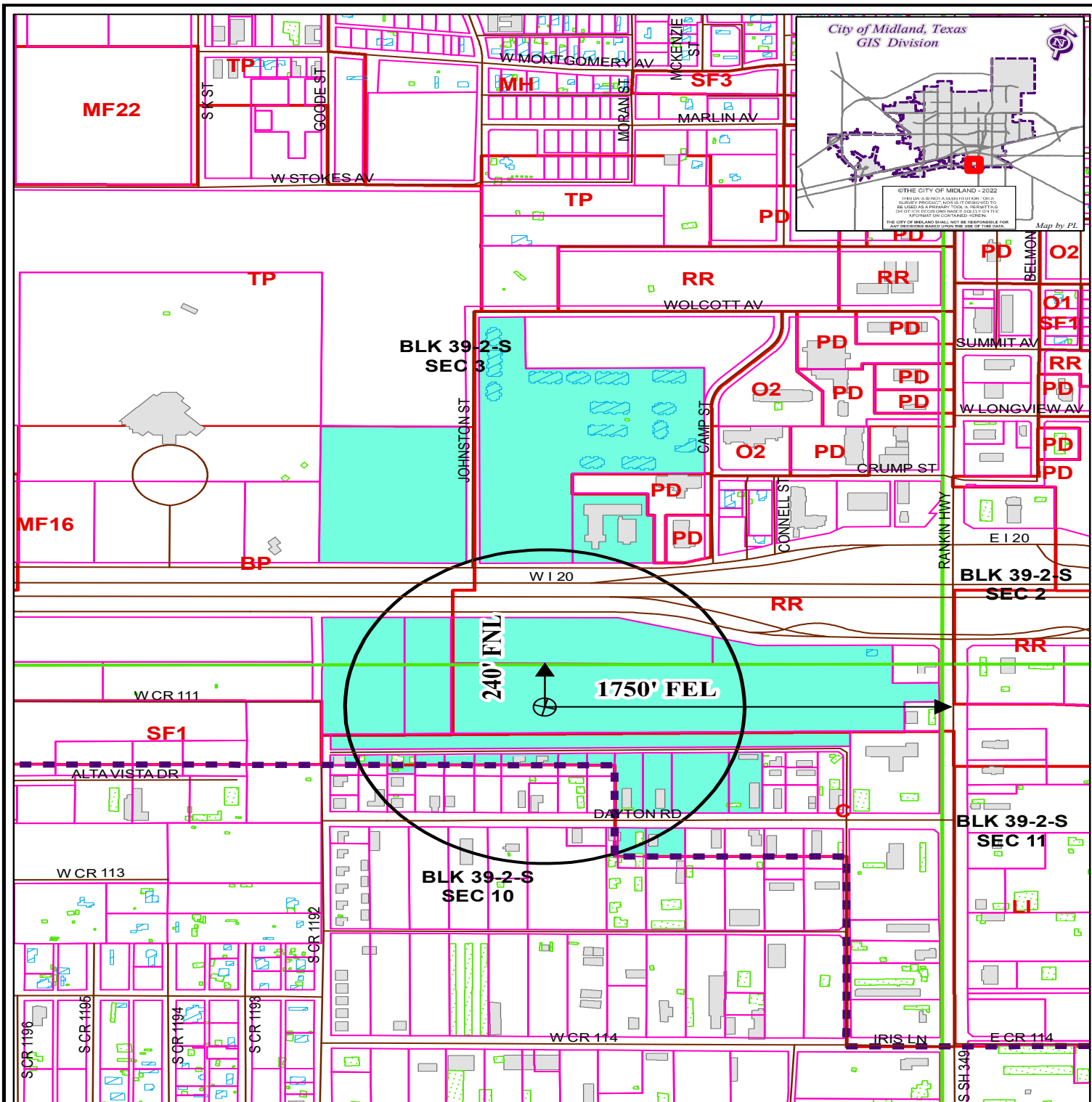
County of Midland)

Kyle Hammond, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Estella Peña
Notary Public, State of Texas

[SEAL]





LOCATION AND ZONING MAP

Oil - 042881 - 2022

Scale: 1" = 600'

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 240' FNL and 1,750' FEL, Section 10, Block 39, T-2-S, T&P RR CO Survey, Midland County, Texas.

Generally located 1,750 feet west of Rankin Highway and 240 feet south of West I-20.

Charger 110 MIPA Unit #H110SS

LEGEND

	CITY PARCELS		PUBLIC BLDGS		CITY LIMITS
	COUNTY PARCELS		PRIVATE BLDGS		860 FT. BUFFER
	ZONING		ACCESSORY BLDGS		SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	O1, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
IF1, IF2, IF3	ONE-FAMILY DWELLING	LR1, LR2, LR3	RETAIL
MH	MOBILE HOME DWELLING	CI, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP, JP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

July 26, 2022

SCALE: 1" = 300'

0' 150' 300'

LEGEND

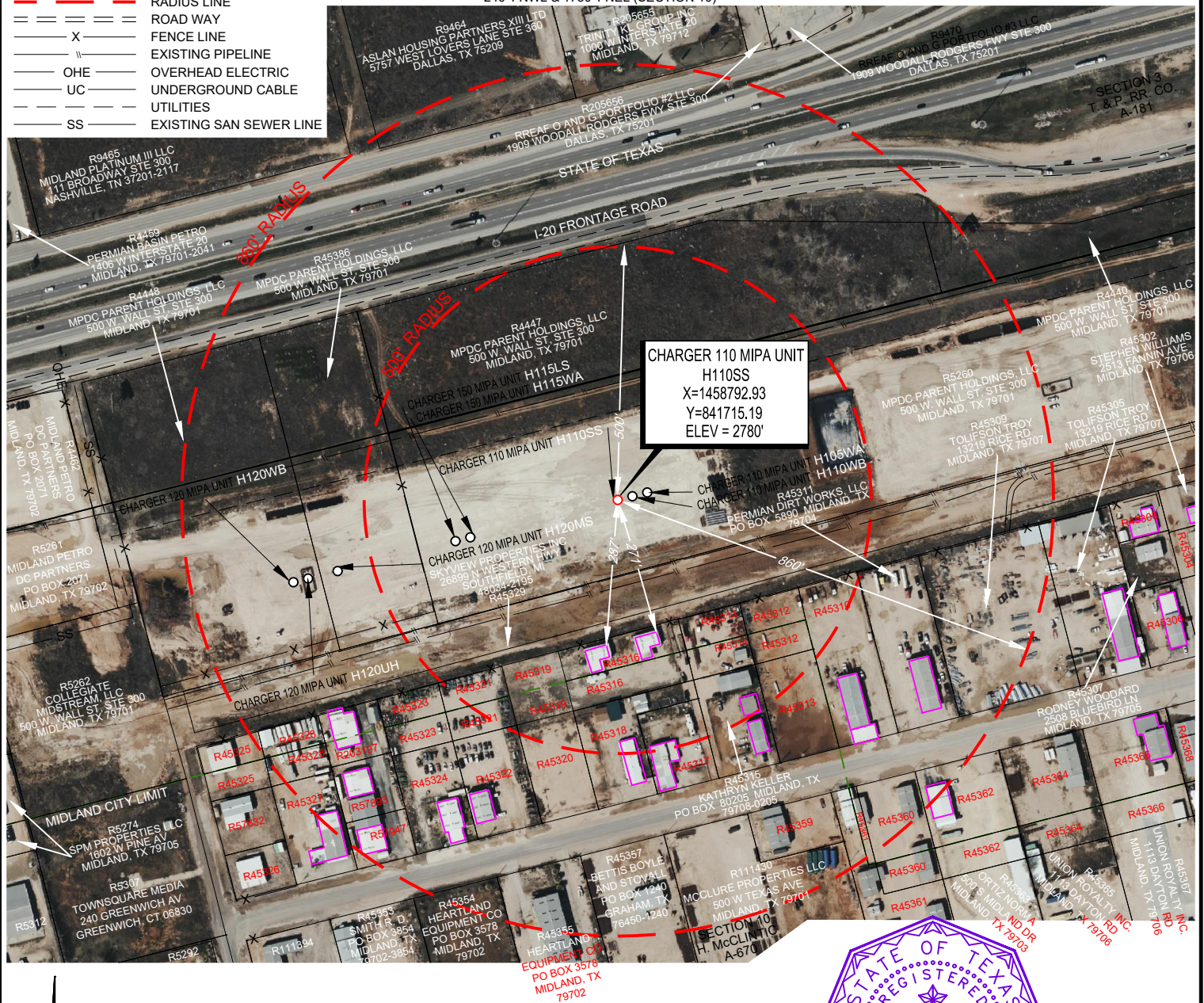
- SURVEY/SECTION LINE
- RADIUS LINE
- == ROAD WAY
- X FENCE LINE
- || EXISTING PIPELINE
- OHE OVERHEAD ELECTRIC
- UC UNDERGROUND CABLE
- UTILITIES
- SS EXISTING SAN SEWER LINE

SECTION 10, T. & P. RR. CO. SURVEY, A-670 CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

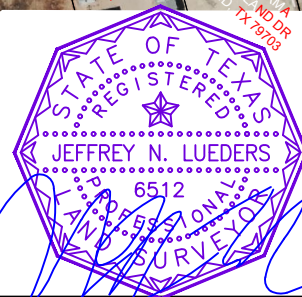
SHOWING STRUCTURES WITHIN 500' RADIUS
AND PROPERTY OWNERS WITHIN 860' RADIUS
FOR PROPOSED **CHARGER 110 MIPA UNIT H110SS**
240' FNWL & 1750' FNEL (SECTION 10)



**PERMIAN DEEP ROCK
OIL CO., L.L.C.**



**CHARGER 110 MIPA UNIT
H110SS**
X=1458792.93
Y=841715.19
ELEV=2780'



Jeffrey N. Lueders, R.P.L.S. No. 6512
APRIL 23, 2021



1400 EVERMAN PARKWAY, Ste. 146 • FT. WORTH, TEXAS 76140
TELEPHONE: (817) 744-7512 • FAX (817) 744-7554
TEXAS FIRM REGISTRATION NO. 10042504
WWW.TOPOGRAPHIC.COM

CHARGER 110 MIPA UNIT H110SS	REVISION:	
	D.R.H.	05/12/2021
DATE: 02/16/2018	D.R.H.	05/25/2021
	D.R.H.	03/16/2022
FILE:CD_CHARGER_H110SS_REV3		
DRAWN BY: RACKET		
SHEET: 1 OF 2		

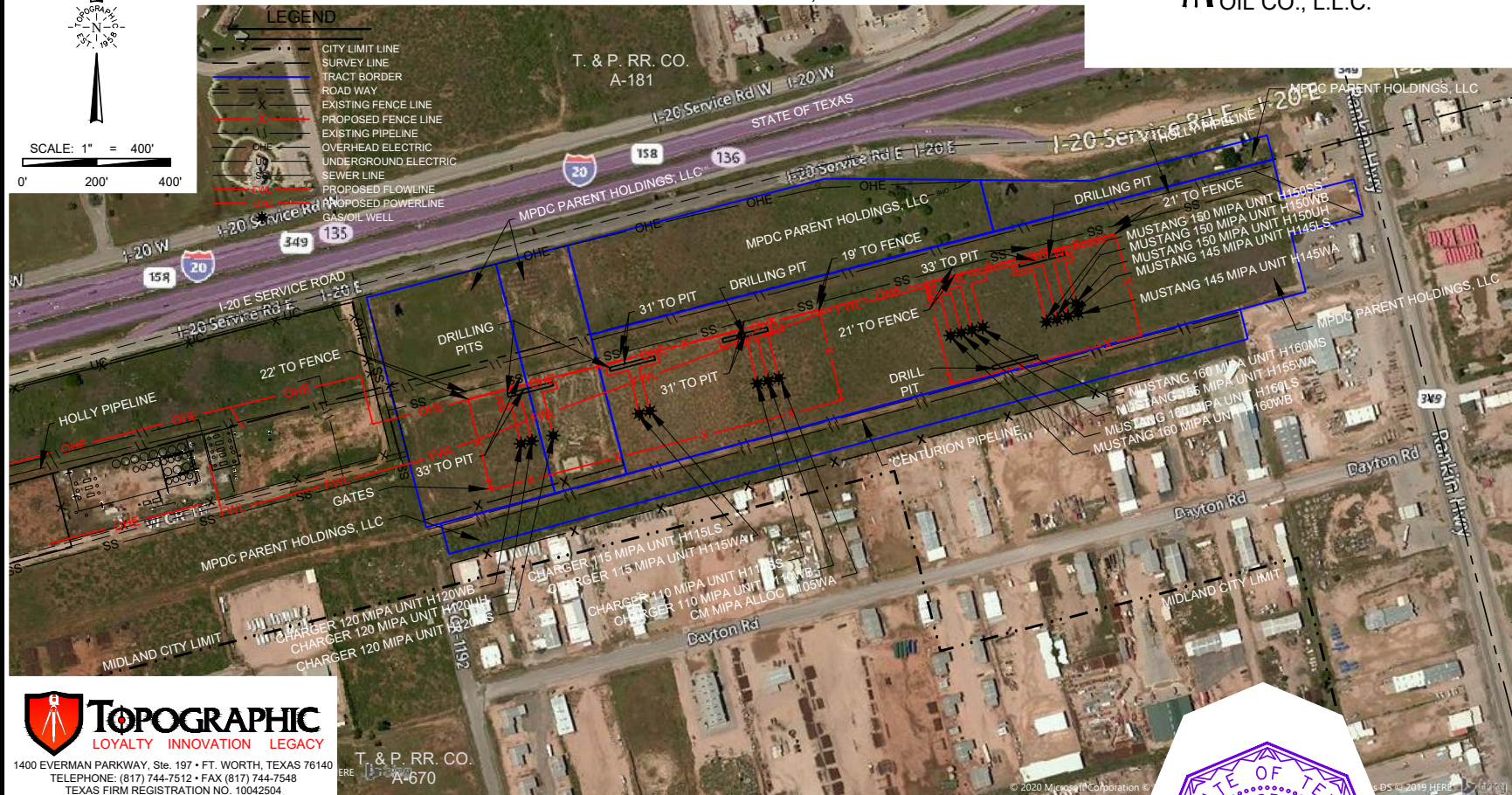
- NOTES:
1. ORIGINAL DOCUMENT SIZE: 8.5" X 11"
 2. ALL BEARINGS, DISTANCES, AND COORDINATE VALUES CONTAINED HEREIN ARE GRID BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, U.S. SURVEY FEET, NORTH AMERICAN DATUM 1927.
 3. THIS PROPOSED LOCATION HAS BEEN CAREFULLY SURVEYED ON THE GROUND UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE ACCORDING TO THE EVIDENCE, OFFICIAL SURVEY RECORDS, MAPS, AND OTHER DATA PROVIDED BY PERMIAN DEEP ROCK OIL CO., L.L.C. THIS PLAT WAS CREATED FOR THE SOLE PURPOSE OF FILING A PERMIT WITH THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS AND SHOULD NOT BE CONSTRUED AS A "BOUNDARY SURVEY" IN COMPLIANCE WITH T.B.P.L.S. MINIMUM STANDARDS OF PROCEDURES FOR BOUNDARY SURVEYS. THIS CERTIFICATION IS MADE AND LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS PLAT AND IS NON-TRANSFERABLE.
 4. OWNERSHIP INFORMATION SHOWN HEREON WAS TAKEN FROM THE CITY OF MIDLAND, TEXAS GIS SITE.
 5. DISTANCES SHOWN HEREON TO EXISTING STRUCTURES ARE SCALED PER AERIAL MAP.

5.20 July 26, 2022

SECTION 3, BLOCK 39, T2S, T. & P. RR. CO. SURVEY, A-181 &
SECTION 10, BLOCK 39, T2S, H. MCCLINTIC SURVEY, A-670
MIDLAND COUNTY, TEXAS



PERMIAN DEEP ROCK
OIL CO., L.L.C.



1400 EVERMAN PARKWAY, Ste. 197 • FT. WORTH, TEXAS 76140
TELEPHONE: (817) 744-7512 • FAX (817) 744-7548
TEXAS FIRM REGISTRATION NO. 10042504
WWW.TOPOGRAPHIC.COM

CHARGER UNIT CITY PERMIT	REVISION:	
	DRH	06/04/21
	DRH	06/15/21
	DRH	06/16/21
DATE: 03/28/2018	DRH	07/21/21
FILE: SK_MUSTANG_UNIT_A_CHARGER_UNIT_A_PERMIT_REV19	DRH	08/09/21
DRAWN BY: GJU	DRH	10/13/21
SHEET : 3 OF 12	DRH	12/10/21

- NOTES:

1. ORIGINAL DOCUMENT SIZE: 11" X 8.5"
2. ALL BEARINGS, DISTANCES, AND COORDINATE VALUES CONTAINED HEREIN ARE GRID BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, U.S. SURVEY FEET, NORTH AMERICAN DATUM 1927.
3. CERTIFICATION IS MADE ONLY FOR PROPOSED UTILITIES AND SITES, IN RELATION TO THE EVIDENCE FOUND DURING A FIELD SURVEY, MADE ON THE GROUND, UNDER MY SUPERVISION, AND USING DOCUMENTATION PROVIDED BY PERSONS DEEDING OR UTILITIES/EASEMENTS THAT WERE IN USE ON THE DATE OF THIS SURVEY. WITHIN/ADJOINING THIS EASEMENT, HAVE BEEN LOCATED AS SHOWN HEREON OF WHICH I HAVE KNOWLEDGE. THIS CERTIFICATION IS LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS PLAT AND IS NON-TRANSFERABLE, AND MADE FOR THIS TRANSACTION ONLY.
4. ALL PROPOSED INFRASTRUCTURE SHOWN HEREON IS SOLELY FOR THE PURPOSE OF APPLYING FOR A PERMIT WITH THE CITY OF MIDLAND, TEXAS. THIS IS EXHIBIT IS NOT TO BE CONSTRUED AS A "BOUNDARY SURVEY" IN COMPLIANCE WITH THE T.B.P.L.S. MINIMUM STANDARDS OF PROCEDURES FOR BOUNDARY SURVEYS. THESE ARE FOR PLANNING PURPOSES ONLY.
5. ADJOINER INFORMATION SHOWN FOR INFORMATIONAL PURPOSES ONLY.
6. D.R.M.C.T. = DEED RECORDS MIDLAND COUNTY, TEXAS
7. C.C.O.R.M.C.T. = C. C. OFFICIAL RECORDS MIDLAND COUNTY, TEXAS



JEFFREY N LUEDERS, R.P.L.S. No. 6512
SURVEYED ON THE GROUND: JUNE 11, 2021



APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information		
Date 04/01/2022	Operator Name (must match W-1) Permian Deep Rock Oil Co., LLC	Operator Address P.O. Box 11405 Midland, TX 79702
Representative Name Kyle M. Hammond	Representative Address (within Midland City Limits) 500 W. Wall St. Ste 300 Midland, TX 79701	Rep. Tele. 432-682-6685
Fee: \$4,000.00 Rec'd Yes ☒ No ☐	NOTE: All attachments need to bound and put in a binder before submitting.	Rep. Fax 432-684-4519
Permit Compliance Contact (Choose 1):		
Option A:		
24/7 Answering Services - No. 1 (Tele.): No. 2 (Tele.):		
Option B:		
Company Compliance Representative (Name, Address, Local Telephone) (ATTACH STATEMENT AS EXHIBIT A): See Exhibit "A"		
Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):		
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Other Permitted Wells in City (ATTACH EXHIBIT B [see § J(26)]): See Exhibit "B"		
II. Mineral Ownership		
Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):		
1.		
2.		
3.		
ATTACHED AS EXHIBIT C is List of subdivisions within Charger Unit		
See Exhibit "C"		
III. Surface Ownership & Use		
General Description of Current Surface Use (within 860 feet of proposed surface location): Surface use: Undeveloped Rangeland, service company yards Surface ownership: Service company yards, hotel		
See Exhibit "D"		
ATTACHED AS EXHIBIT D is ,		
Current Tax Roll from Midland Central Appraisal District), which lists		
the names and address(es) of all surface owners within 860 feet of surface well location. [See § J(7)].		

PACKET

5/22

July 26, 2022

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IV. Well & Operations Information

Proposed Well Name: Charger 120 MIPA Unit #H120MS

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

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(2) Operations: Oncor

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See Exhibit "N"

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Attached as Exhibit V: Applicants variances

Permian Deep Rock Oil Company
[NAME OF COMPANY]

By [Signature]
Its General Manager

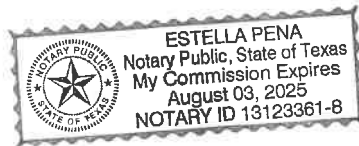
State of TEXAS)

County of Midland)

Kyle Hammond, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Estella Peña
Notary Public, State of Texas

[SEAL]



SCALE: 1" = 300'

0' 150' 300'

LEGEND

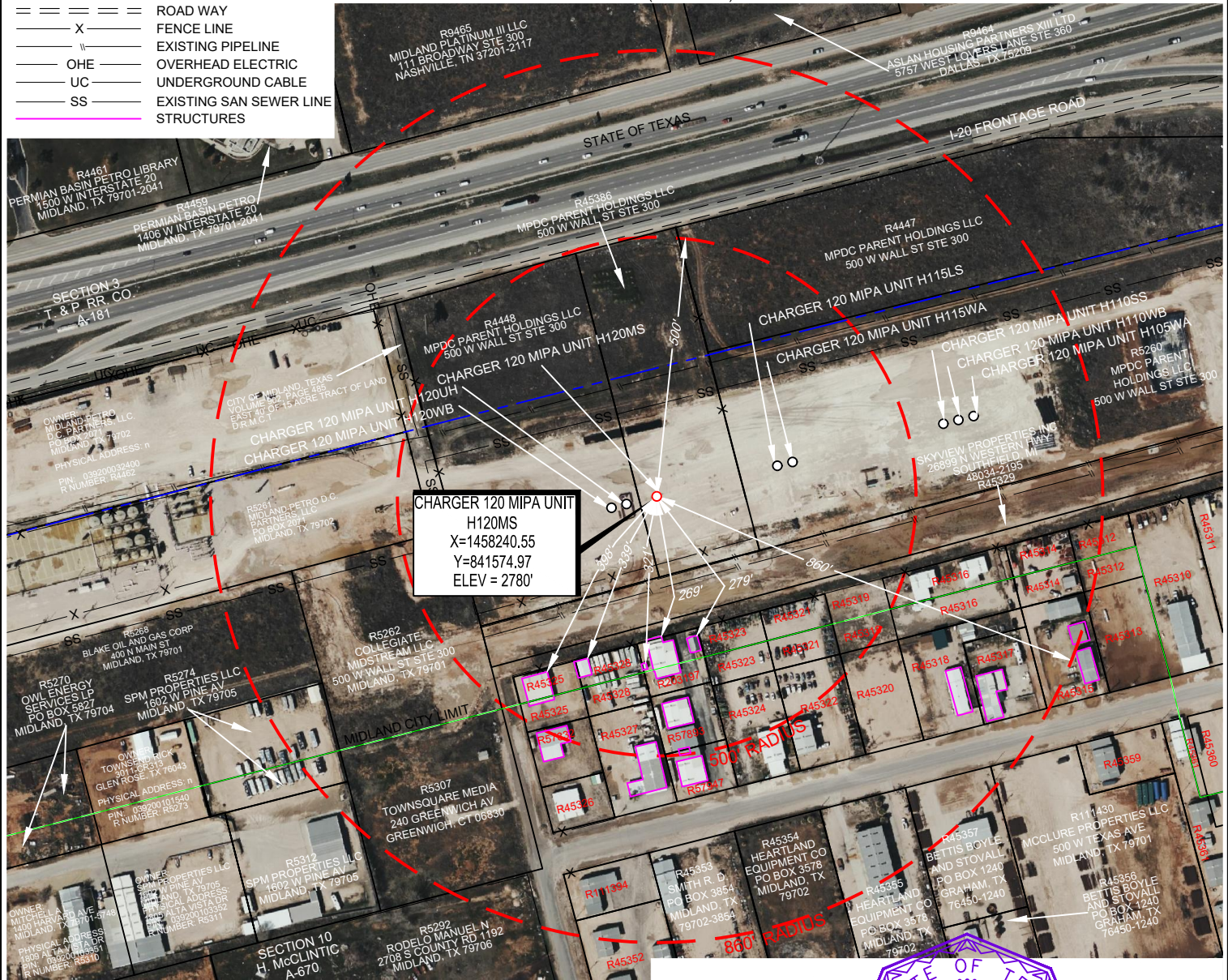
- SURVEY/SECTION LINE
- RADIUS LINE
- == ROAD WAY
- X- FENCE LINE
- W- EXISTING PIPELINE
- OHE- OVERHEAD ELECTRIC
- UC- UNDERGROUND CABLE
- SS- EXISTING SAN SEWER LINE
- STRUCTURES

SECTION 10, T. & P. RR. CO. SURVEY, A-670 CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

SHOWING STRUCTURES WITHIN 500' RADIUS
AND PROPERTY OWNERS WITHIN 860' RADIUS
FOR PROPOSED CHARGER 120 MIPA UNIT H120MS
240' FNWL & 2320' FNEL (SECTION 10)

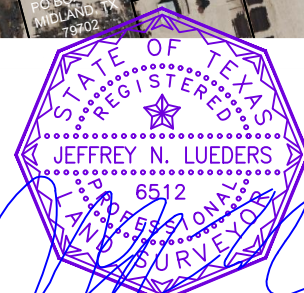


PERMIAN DEEP ROCK
OIL CO., L.L.C.



TOPOGRAPHIC
LOYALTY INNOVATION LEGACY

1400 EVERMAN PARKWAY, Ste. 146 • FT. WORTH, TEXAS 76140
TELEPHONE: (817) 744-7512 • FAX (817) 744-7554
TEXAS FIRM REGISTRATION NO. 10042504
WWW.TOPOGRAPHIC.COM



Jeffrey N. Lueders, R.P.L.S. No. 6512
APRIL 23, 2021

CHARGER 120 MIPA UNIT H120MS	REVISION:	
	INT	DATE
DATE: 02/15/2018	JRH	11/12/2018
FILE: CD_CHARGER_A_H120MS_REV4	D.R.H.	05/03/2021
DRAWN BY: RACKET	D.R.H.	10/25/2021
SHEET: 1 OF 4	D.R.H.	03/16/2022

NOTES:

1. ORIGINAL DOCUMENT SIZE: 8.5" X 11"
2. ALL BEARINGS, DISTANCES, AND COORDINATE VALUES CONTAINED HEREIN ARE GRID BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, U.S. SURVEY FEET, NORTH AMERICAN DATUM 1927.
3. THIS PROPOSED LOCATION HAS BEEN CAREFULLY SURVEYED ON THE GROUND UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE ACCORDING TO THE EVIDENCE, OFFICIAL SURVEY RECORDS, MAPS, AND OTHER DATA PROVIDED BY PERMIAN DEEP ROCK OIL CO., L.L.C. THIS PLAT WAS CREATED FOR THE SOLE PURPOSE OF FILING A PERMIT WITH THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS AND SHOULD NOT BE CONSTRUED AS A "BOUNDARY SURVEY" IN COMPLIANCE WITH T.B.P.L.S. MINIMUM STANDARDS OF PROCEDURES FOR BOUNDARY SURVEYS. THIS CERTIFICATION IS MADE AND LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS PLAT AND IS NON-TRANSFERABLE.
4. OWNERSHIP INFORMATION HEREON WAS TAKEN FROM THE CITY OF MIDLAND, TEXAS GIS SITE.
5. DISTANCES SHOWN HEREON TO EXISTING STRUCTURES ARE SCALED PER AERIAL MAP.

5.27

July 26, 2022

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on July 26, 2022, considered the application of Permian Deep Rock Oil Co., LLC (“Operator”) dated April 1, 2022, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, “Oil and Gas Well Permits Issued On or After January 1, 2010” (Ordinance 8769), to drill an oil and gas well as requested in Operator’s application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator’s Charger 110 MIPA Unit #H110SS oil and gas well shall be 240 feet from the north line and 1,750 feet from the east line, Section 10, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator’s application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, “Oil and Gas Well Permits Issued On or After January 1, 2010” (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from July 26, 2022 through July 26, 2023, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, “Oil and Gas Well Permits Issued On or After January 1, 2010” (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a “negative pronouncement” that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND’S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND’S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY’S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY’S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR’S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well’s location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. The well shall be no closer than 271 feet of an occupied residence or commercial structure.
2. Twenty-four hour hydraulic fracturing operations and use of a workover rig during the completion process directly following the fracing operations.
3. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
4. No landscaping or irrigation is required because City water is not available.
5. No road repair agreement is required because no City streets will be used to access the well site.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of July 2022.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____ day of July 2022.

Permian Deep Rock Oil Co., LLC

By: _____

Kyle M. Hammond

General Manager

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on July 26, 2022, considered the application of Permian Deep Rock Oil Co., LLC (“Operator”) dated April 1, 2022 to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, “Oil and Gas Well Permits Issued On or After January 1, 2010” (Ordinance 8769), to drill an oil and gas well as requested in Operator’s application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator’s Charger 120 MIPA Unit #H120MS oil and gas well shall be 240 feet from the north line and 2,320 feet from the east line, Section 10, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator’s application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, “Oil and Gas Well Permits Issued On or After January 1, 2010” (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from July 26, 2022 through July 26, 2023, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, “Oil and Gas Well Permits Issued On or After January 1, 2010” (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a “negative pronouncement” that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND’S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND’S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY’S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY’S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR’S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well’s location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. The well shall be no closer than 269 feet of an occupied residence or commercial structure.
2. Twenty-four hour hydraulic fracturing operations and use of a workover rig during the completion process directly following the fracing operations.
3. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
4. No landscaping or irrigation is required because City water is not available.
5. No road repair agreement is required because no City streets will be used to access the well site.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of July 2022.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____ day of July 2022.

Permian Deep Rock Oil Co., LLC

By: _____

Kyle M. Hammond

General Manager



City Council Meeting

Item Number: 6
Meeting Date: July 26, 2022
To: City Council / City Manager
From: Ron Jenkins, Oil and Gas Coordinator
Subject: RESOLUTION APPROVING THE ISSUANCE OF A PERMIT TO PERMIAN DEEP ROCK OIL CO., LLC ("OPERATOR") TO DRILL AN OIL AND GAS WELL WITHIN THE CITY LIMITS LOCATED IN SECTION 2, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED 2,335 FEET EAST OF RANKIN HIGHWAY AND 170 FEET SOUTH OF INTERSTATE 20); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

Resolution approving the issuance of permit to Permian Deep Rock Oil Co., LLC ("Operator") for the drilling of the oil and gas well Mustang 110 MIPA Unit #H110SS; said well being generally located 2,335 feet east of Rankin Highway and 170 feet south of I-20. The required 30-day public comment has passed, and the Council may consider this request. No notices of objection received.

Recommended City Council Action:

Approve

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

The Oil and Gas Advisory Committee has reviewed the well site in detail and recommends approval with updated exhibits. This pad was approved for previous permit February 22, 2022. A 16 ft. tall and 160 ft. long sound wall will be used during drilling and completion operations being located on the North perimeter of location. The tank battery is located in the county. The

operator has a surface agreement with the surface owner. Receiving support of the Oil & Gas Advisory Committee, Permian Deep Rock Oil is requesting the following variances:

- (1) Permian Deep Rock Oil Company requests to allow for twenty-four-hour fracing operations.
- (2) Permian Deep Rock Oil Company requests variance for fence of the drill pad instead of individual well
- (3) Permian Deep Rock Oil Company requests a variance to the requirement of landscaping and irrigation due to no city water is available.
- (4) Permian Deep Rock Oil Company requests variance to the Road Repair Agreement due to no city streets will be used.

Attachments: Applications; Location maps; Exhibit - Drill site maps, Exhibit – Flow Line Location.



City Manager's Office

RESOLUTION NO. _____

RESOLUTION APPROVING THE ISSUANCE OF A PERMIT TO PERMIAN DEEP ROCK OIL CO., LLC (“OPERATOR”) TO DRILL AN OIL AND GAS WELL WITHIN THE CITY LIMITS LOCATED IN SECTION 2, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED 2,335 FEET EAST OF RANKIN HIGHWAY AND 170 FEET SOUTH OF INTERSTATE 20); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT

WHEREAS, on December 8, 2009, the City Council of the City of Midland duly approved Ordinance No. 8769 which amended Title VI, “Police Regulations,” Chapter 1, “General Offenses,” of the City Code of Midland, Texas, so as to establish Section 23, “Oil and Gas Well Permits issued on or after January 1, 2010,” which governs the granting or rejecting of Oil and Gas Well Permits; and

WHEREAS, the purpose of said section is to establish reasonable and uniform limitations, safeguards, and regulations for present and future operations related to the exploring, drilling, developing, producing, transporting and storing of oil or gas or other substances produced in association with oil and gas within the City of Midland to protect the health, safety, and general welfare of the public and the orderly development of the City of Midland; abate or prevent potential public nuisances; minimize the potential adverse impact to surface and mineral owners, protect the quality of the environment and encourage the orderly production of available mineral resources; and

WHEREAS, Section 6-1-23(C) of the City Code of Midland, Texas, makes it an offense to knowingly drill or participate in the drilling of any well or to re-enter any well within the corporate limits of the City of Midland without a permit having first been issued by the authority of the City Council; and

WHEREAS, Operator has submitted an application to the City of Midland to drill an oil and gas well on the property described in Section Two hereof; and

WHEREAS, notice of the public hearing on this matter was provided in accordance

with Section 6-1-23(H)(1) and a public hearing was held on June 14, 2022; and

WHEREAS, subsequent to said public hearing, and in accordance with Section 6-1-23(H)(1), the City Council allowed the public and Operator thirty (30) days to submit written input to the City Manager regarding Operator's application to drill an oil and gas well on the property described in Section Two hereof; and

WHEREAS, the City Council has considered those issues set forth in Section 6-1-23(I) in determining whether to grant or deny a permit to Operator to drill an oil and gas well on the property described in Section Two hereof; and

WHEREAS, the City Council finds it to be in the public interest to approve the issuance of a permit to Operator to drill an oil and gas well on the property described in Section Two hereof;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the above recitals are hereby adopted and approved by the City Council of the City of Midland.

SECTION TWO. That the Mayor is hereby authorized and directed to execute a permit, on behalf of the City of Midland, that will allow Operator to drill the following oil and gas well:

Mustang 110 MIPA Unit #H110SS
located in Section 2, Block 39, T-2-S, T&P RR Co. Survey, City and County of Midland, Texas. Said permit is attached hereto as Exhibit "A" and incorporated herein for all legal purposes.

SECTION THREE. That the requirement of a Road Repair Agreement between Operator and the City of Midland is hereby waived in regard to said permit.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the

City of Midland at a regular meeting on the _____ day of _____, A.D., 2022, by
the following vote:

Council members voting "AYE":

Council members voting "NAY":

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

EXHIBIT "A"

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on July 26, 2022, considered the application of Permian Deep Rock Oil Co., LLC ("Operator") dated April 1, 2022, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Mustang 110 MIPA Unit #H110SS oil and gas well shall be 110 feet from the south line and 2,335 feet from the west line, Section 2, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

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This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a “negative pronouncement” that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

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Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

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1. Twenty-four hour hydraulic fracturing operations and use of a workover rig during the completion process directly following the fracing operations.
2. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
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GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ day of July 2022.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS ____ day of July 2022.

Permian Deep Rock Oil Co., LLC

By: _____

Kyle M. Hammond

General Manager



APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information		
Date 04/01/2022	Operator Name (must match W-1) Permian Deep Rock Oil Co., LLC	Operator Address P.O. Box 11405 Midland, TX 79702
Representative Name Kyle M. Hammond	Representative Address (within Midland City Limits) 500 W. Wall St. Ste 300 Midland, TX 79701	Rep. Tele. 432-682-6685
Fee: \$4,000.00 Rec'd Yes ☒ No ☐	NOTE: All attachments need to bound and put in a binder before submitting.	Rep. Fax 432-684-4519
Permit Compliance Contact (Choose 1):		
Option A:		
24/7 Answering Services - No. 1 (Tele.): No. 2 (Tele.):		
Option B:		
Company Compliance Representative (Name, Address, Local Telephone) (ATTACH STATEMENT AS EXHIBIT A): See Exhibit "A"		
Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):		
See Exhibit "A"		
Other Permitted Wells in City (ATTACH EXHIBIT B [see § J(26)]): See Exhibit "B"		
II. Mineral Ownership		
Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):		
1.		
2.		
3.		
ATTACHED AS EXHIBIT C is List of subdivisions		
See Exhibit "C"		
III. Surface Ownership & Use		
General Description of Current Surface Use (within 860 feet of proposed surface location): Surface use: Undeveloped Rangeland, hotels, service company yards		
Surface ownership: Hotels and service company yards:		
See Exhibit "D"		
ATTACHED AS EXHIBIT D is		
Current Tax Roll from Midland Central Appraisal District, which lists		
the names and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].		

PACKET

6 of 10

July 26, 2022

ATTACHED AS EXHIBIT E is a (*map/p lat/satellite/aerial photo*) depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The (*map/p lat/satellite/aerial photo*) includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].

ATTACHED AS EXHIBIT F is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].

IV. Well & Operations Information

Proposed Well Name: Mustang 110 MIPA Unit #H110SS

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 110' FSL & 2,335' FWL, Section 2
Block 39, T-2-S, T&PRR Co. Survey, Midland County, Texas

ATTACHED AS EXHIBIT G is the Location Site Plan [See § J(9)].

ATTACHED AS EXHIBIT H is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].

ATTACHED AS EXHIBIT I is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments (*also file copy of W-1 with City Secretary before commencement of drilling operations*). [See § J(16) and (20)].

ATTACHED AS EXHIBIT J is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].

ATTACHED AS EXHIBIT K (*if applicable*) is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].

ATTACHED AS EXHIBIT L is the Fencing and Irrigation Plan. [See § J(30)].

ATTACHED AS EXHIBIT M: No city roads will be used

ATTACHED AS EXHIBIT N is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: None

(2) Operations: Oncor

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit "N"

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

See Exhibit "O"

V. Additional Required Exhibits

ATTACHED AS EXHIBIT P is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].

ATTACHED AS EXHIBIT Q : Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by applicant are current. (See § J(29))

ATTACHED AS EXHIBIT R is the required Insurance Certificate. [See § J(19) and § K(3)].

ATTACHED AS EXHIBIT S (if applicable) is the Drainage Plan relating to Applicant's proposed operations. [See § J(21)].

ATTACHED AS EXHIBIT T is Applicant's Emergency Action Response Plan. [See § J(22)].

ATTACHED AS EXHIBIT U is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].

ATTACHED AS EXHIBIT V: Applicants variances

Permian Deep Rock Oil Company
[NAME OF COMPANY]

By [Signature]
Its General Manager

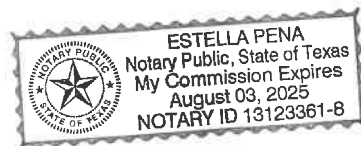
State of TEXAS)

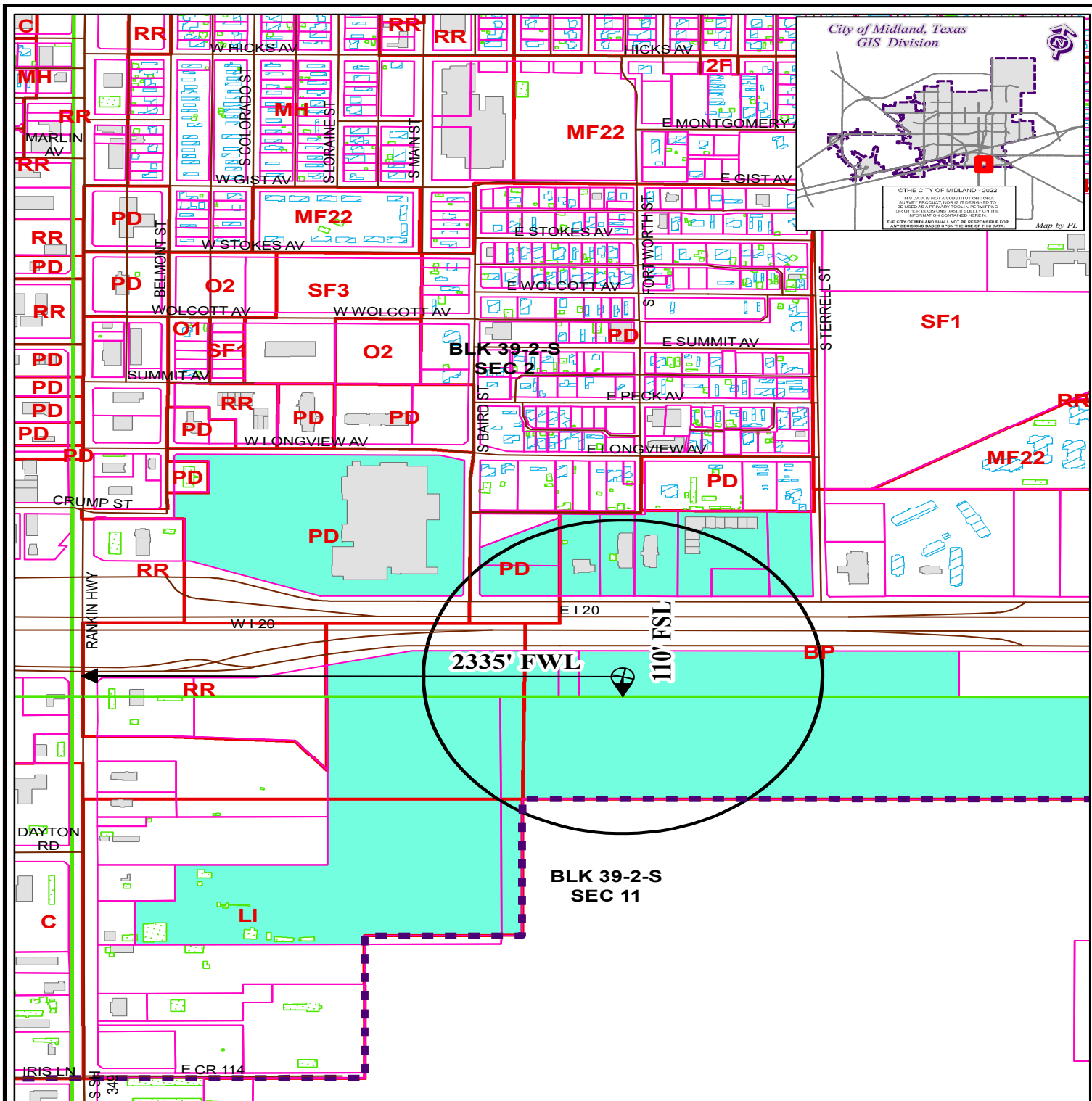
County of Midland)

Kyle Hammond, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Estella Peña
Notary Public, State of Texas

[SEAL]





LOCATION AND ZONING MAP

Oil - 042883 - 2022

Scale: 1" = 600'

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 110' FSL and 2,335' FWL, Section 2, Block 39, T-2-S, T&P RR CO Survey, Midland County, Texas.

Generally located 2,335 feet east of Rankin Highway and 110 feet south of I-20.

Mustang 110 MIPA Unit #H110SS

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
IF1, IF2, IF3	ONE-FAMILY DWELLING	LR1, LR2, LR3	RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP, JP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

6.14

July 26, 2022

SCALE: 1" = 300'

0' 150' 300'

LEGEND

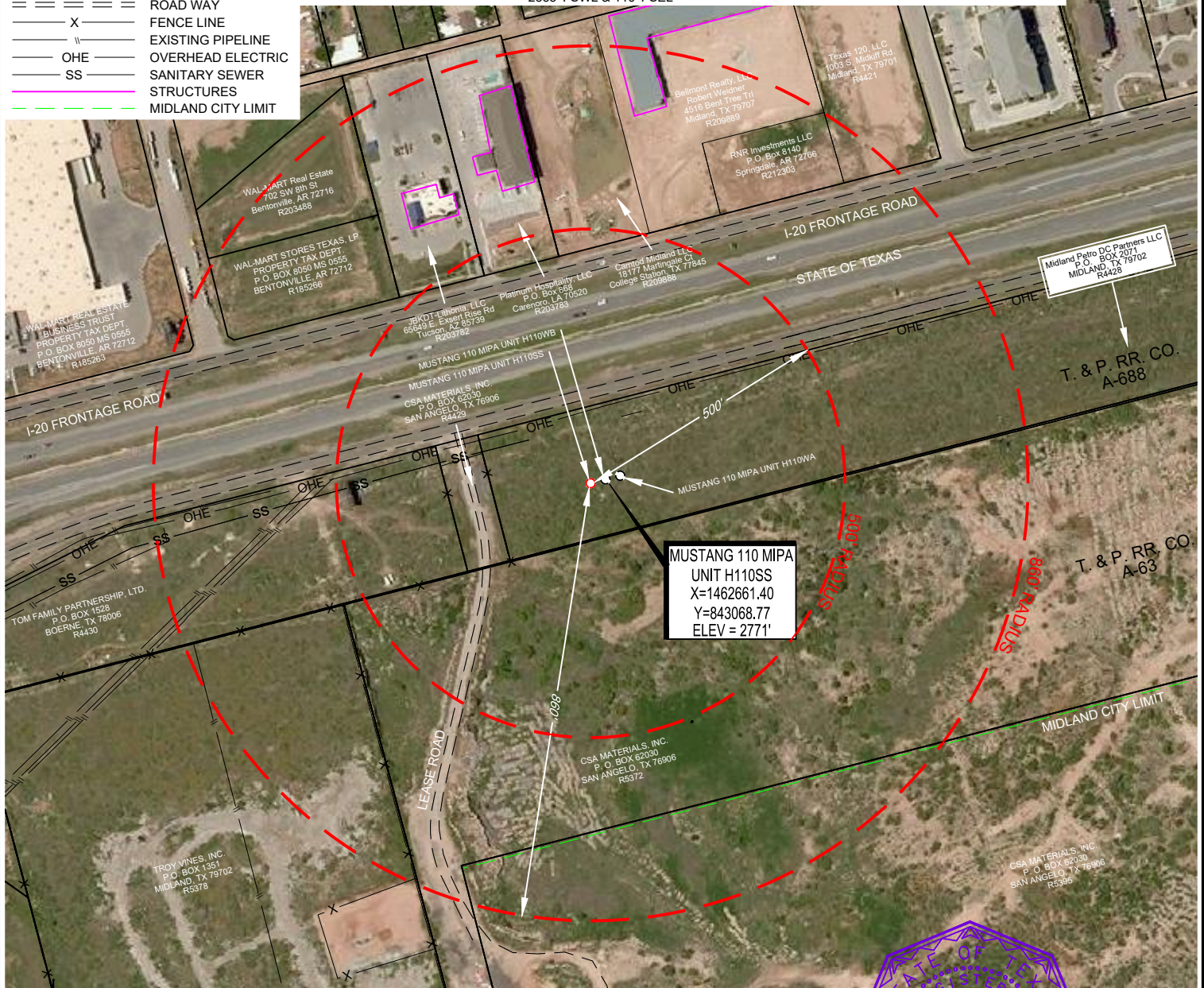
	SURVEY/SECTION LINE
	RADIUS LINE
	ROAD WAY
	FENCE LINE
	EXISTING PIPELINE
	OVERHEAD ELECTRIC
	SANITARY SEWER
	STRUCTURES
	MIDLAND CITY LIMIT

T. & P. RR. CO. SURVEY, A-688 CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

SHOWING STRUCTURES WITHIN 500' RADIUS
AND PROPERTY OWNERS WITHIN 860' RADIUS
FOR PROPOSED **MUSTANG 110 MIPA UNIT H110SS**
2335' FSWL & 110' FSEL



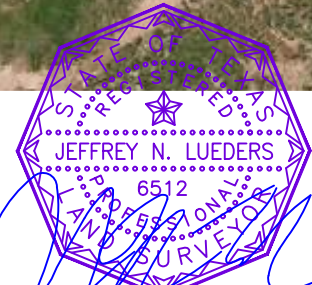
**PERMIAN DEEP ROCK
OIL CO., L.L.C.**



**MUSTANG 110 MIPA
UNIT H110SS**
X=1462661.40
Y=843068.77
ELEV = 2771'



1400 EVERMAN PARKWAY, Ste. 146 • FT. WORTH, TEXAS 76140
TELEPHONE: (817) 744-7512 • FAX (817) 744-7554
TEXAS FIRM REGISTRATION NO. 10042504
WWW.TOPOGRAPHIC.COM



Jeffrey N. Lueders, R.P.L.S. No. 6512
SEPTEMBER 20, 2021

**MUSTANG 110 MIPA
UNIT H110SS**

REVISION:

INT	DATE

NOTES:

1. ORIGINAL DOCUMENT SIZE: 8.5" X 11"
2. ALL BEARINGS, DISTANCES, AND COORDINATE VALUES CONTAINED HEREIN ARE GRID BASED UPON THE TEXAS COORDINATE SYSTEM OF 1927, CENTRAL ZONE, U.S. SURVEY FEET.
3. THIS PROPOSED LOCATION HAS BEEN CAREFULLY SURVEYED ON THE GROUND UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE ACCORDING TO THE EVIDENCE, OFFICIAL SURVEY RECORDS, MAPS, AND OTHER DATA PROVIDED PERMIAN DEEP ROCK OIL CO., L.L.C. THIS PLAT WAS CREATED FOR THE SOLE PURPOSE OF FILING A PERMIT WITH THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS AND SHOULD NOT BE CONSTRUED AS A "BOUNDARY SURVEY" IN COMPLIANCE WITH T.B.P.L.S. MINIMUM STANDARDS OF PROCEDURES FOR BOUNDARY SURVEYS. THIS CERTIFICATION IS MADE AND LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS PLAT AND IS NON-TRANSFERABLE.
4. OWNERSHIP INFORMATION SHOWN HEREON WAS TAKEN FROM THE CITY OF MIDLAND, TEXAS GIS SITE.
5. DISTANCES SHOWN HEREON TO EXISTING STRUCTURES ARE SCALED PER AERIAL MAP.

6.15

July 26, 2022

DATE: 03/16/2022

FILE:CD_MUSTANG_H110SS

DRAWN BY: **PACKET**

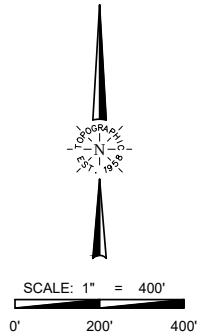
SHEET: 1 OF 2

EXHIBIT "G"

SECTION 2, BLOCK 39, T2S, T. & P. RR. CO. SURVEY, A-688 &
SECTION 11, BLOCK 39, T2S, H. MCCLINTIC SURVEY, A-63
MIDLAND COUNTY, TEXAS



PERMIAN DEEP ROCK
OIL CO., L.L.C.



LEGEND

---	CITY LIMIT LINE
---	SURVEY LINE
---	TRACT BORDER
---	ROAD WAY
X	EXISTING FENCE LINE
	EXISTING PIPELINE
OHE	OVERHEAD ELECTRIC
SS	SEWER LINE
X	PROPOSED FENCE LINE
SS	PROPOSED SEWER
FWL	PROPOSED FLOWLINE
OHE	PROPOSED POWERLINE
*	GAS/OIL WELL
◎	PME



TOPOGRAPHIC
LOYALTY INNOVATION LEGACY

1400 EVERMAN PARKWAY, Ste. 146 • FT. WORTH, TEXAS 76140
TELEPHONE: (817) 744-7512 • FAX (817) 744-7554
TEXAS FIRM REGISTRATION NO. 10042504
WWW.TOPOGRAPHIC.COM

MUSTANG CITY PERMIT

REVISION:

JRH	10/30/18
DRH	09/23/21
DRH	09/28/21
DRH	09/29/21
DRH	10/29/21
DRH	11/30/21
DRH	12/10/21

DATE: 06/13/2018

FILE: SK_MUSTANG_CITY_PERMIT_REV9

DRAWN BY: AMD

SHEET: 3 OF 8

NOTES:

1. ORIGINAL DOCUMENT SIZE: 11" X 8.5"
2. ALL BEARINGS, DISTANCES, AND COORDINATE VALUES CONTAINED HEREIN ARE GRID BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, U.S. SURVEY FEET, NORTH AMERICAN DATUM 1927.
3. CERTIFICATION IS MADE ONLY FOR PROPOSED UTILITIES AND SITES, IN RELATION TO THE EVIDENCE FOUND DURING A FIELD SURVEY, MADE ON THE GROUND, UNDER MY SUPERVISION, AND USING DOCUMENTATION PROVIDED BY PERMIAN DEEP ROCK OIL CO., L.L.C. ONLY UTILITIES/EASEMENTS THAT WERE VISIBLE ON THE DATE OF THIS SURVEY, WITHIN/ADJOINING THIS EASEMENT, HAVE BEEN LOCATED AS SHOWN HEREON OF WHICH I HAVE KNOWLEDGE. THIS CERTIFICATION IS LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS PLAT AND IS NON-TRANSFERABLE, AND MADE FOR THIS TRANSACTION ONLY.
4. ALL PROPOSED INFRASTRUCTURE SHOWN HEREON IS SOLELY FOR THE PURPOSE OF APPLYING FOR A PERMIT WITH THE CITY OF MIDLAND, TEXAS. THIS IS EXHIBIT IS NOT TO BE CONSTRUED AS A "BOUNDARY SURVEY" IN COMPLIANCE WITH THE T.B.P.L.S. MINIMUM STANDARDS OF PROCEDURES FOR BOUNDARY SURVEYS. THESE ARE FOR PLANNING PURPOSES ONLY.
5. ADJOINER INFORMATION SHOWN FOR INFORMATIONAL PURPOSES ONLY.
6. D.R.M.C.T. = DEED RECORDS MIDLAND COUNTY, TEXAS
7. C.C.O.R.M.C.T. = C. C. OFFICIAL RECORDS MIDLAND COUNTY, TEXAS



JEFFREY N. LUEDERS, R.P.L.S. No. 6512
SURVEYED ON THE GROUND: SEPTEMBER 20, 2020

S:\SURVEY\ARRINGTON\MUSTANG_UNIT\FINAL_PRODUCTS\SKETCH\SK_MUSTANG_CITY_PERMIT_REV9.DWG 12/10/2021 10:22:09 AM dharis

PACKET
6.16
July 26, 2022

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on July 26, 2022, considered the application of Permian Deep Rock Oil Co., LLC (“Operator”) dated April 1, 2022, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, “Oil and Gas Well Permits Issued On or After January 1, 2010” (Ordinance 8769), to drill an oil and gas well as requested in Operator’s application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator’s Mustang 110 MIPA Unit #H110SS oil and gas well shall be 110 feet from the south line and 2,335 feet from the west line, Section 2, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator’s application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, “Oil and Gas Well Permits Issued On or After January 1, 2010” (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from July 26, 2022 through July 26, 2023, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, “Oil and Gas Well Permits Issued On or After January 1, 2010” (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a “negative pronouncement” that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND’S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND’S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY’S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY’S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR’S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well’s location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Twenty-four hour hydraulic fracturing operations and use of a workover rig during the completion process directly following the fracing operations.
2. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
3. No landscaping or irrigation is required because City water is not available.
4. No road repair agreement is required because no City streets will be used to access the well site.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of July 2022.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____ day of July 2022.

Permian Deep Rock Oil Co., LLC

By: _____

Kyle M. Hammond

General Manager



City Council Meeting

Item Number: 7
Meeting Date: July 26, 2022
To: City Council / City Manager
From: Crystal Garcia,
Subject: RESOLUTION ACCEPTING A GRANT AWARD FROM THE TEXAS "J" REGIONAL ADVISORY COUNCIL IN THE AMOUNT OF \$17,764.00; SAID FUNDS TO BE USED BY THE MIDLAND FIRE DEPARTMENT FOR TRAINING, EQUIPMENT, AND SUPPLIES (DISTRICT: NONE) (FIRE)

Purpose:

The Texas EMS/Trauma funds are established to encourage participation in trauma reporting from 911 agencies. The Midland Fire Department has participated in the JRAC reporting program since it was established. The monies accepted would fund training, equipment, and/or supplies for the Midland Fire Department EMS System.

Recommended City Council Action:

Approve

Fiscal Impact:

That the grant of \$17,764.00 from Texas "J" Regional Advisory Council is hereby accepted, deposited and appropriated in the JRAC 22 Grant Project in the Fire Technology Fund.

Discussion:

These funds are allocated through the State EMS/Trauma fund, distributed through local regional advisory councils based on 911 participation and regional guidance. These monies will be used for training, equipment, and/or supplies in the Midland Fire Department EMS system.

Morris Williams Jr.

City Manager's Office

RESOLUTION NO. _____

**RESOLUTION ACCEPTING A GRANT AWARD FROM
THE TEXAS “J” REGIONAL ADVISORY COUNCIL IN
THE AMOUNT OF \$17,764.00; SAID FUNDS TO BE
USED BY THE MIDLAND FIRE DEPARTMENT FOR
TRAINING, EQUIPMENT, AND SUPPLIES**

WHEREAS, the City of Midland has been awarded a grant from the Texas “J” Regional Advisory Council in the amount of \$17,764.00; and

WHEREAS, the grant will be used by the Midland Fire Department for training, equipment, and supplies; and

WHEREAS, the City Council finds it to be in the public interest to accept the grant award;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF MIDLAND, TEXAS:**

SECTION ONE. That the City of Midland, Texas, acting through its Mayor and City Council, hereby accepts the grant award of \$17,764.00 as made by the Texas “J” Regional Advisory Council to be used by the Midland Fire Department for training, equipment, and supplies.

SECTION TWO. That the Mayor, Director of Finance, and Fire Chief of the City of Midland, Texas, are hereby authorized and directed to evidence the City of Midland’s acceptance by executing all necessary documents in order to accept the grant.

SECTION THREE. That the Fiscal Year 2022 JRAC grant sum of \$17,764.00 is hereby accepted, deposited and appropriated into the JRAC 22 Grant Project in the Fire Technology Fund.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2022, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Robert Patrick, City Manager

Christy Weakland, Director of Finance

APPROVED AS TO CONTENT
AND COMPLETENESS:

Charles Blumenauer, Fire Chief

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney



City Council Meeting

Item Number: 8
Meeting Date: July 26, 2022
To: City Council / City Manager
From: John Simmons, Manager, Right-of-Way
Subject: Motion authorizing the execution of two Right-of-Way licenses with Whistler Pipeline LLC., the first regarding City-owned property described as Sections 4, 9 and 16, Block 37, Township 3 South, T&P RR Co. Survey, Midland County, and the second regarding city-owned property described as Section 9, Block 37, T3S, T&P RR Co. Survey, Midland County (DISTRICT: NONE) (UTILITIES)

Purpose:

First license will provide applicant a 30' wide right of way to place a Thirty-six inch (36") common carrier, steel construction, natural gas pipeline and a 31,500 square foot surface use area on City of Midland owned Sprayberry Farm real property. Applicant will need a variable width, up to a 115' wide temporary workspace in places for construction.

Second license will provide applicant a 20' wide and 426.7' long road right of way to access the applicants pipelines.

This Right-of-Way License is proposed for a single (1) year period with the option for a single one (1) year renewal.

Recommended City Council Action:

Approve

Fiscal Impact:

Application fee: \$1,000

Annual Lease Rate,

Annual Lease Rate 36" pipeline and surface use area (\$343,308.75)

Annual Lease rate 20' wide road (\$1,810.20)

Total Collected: \$346,118.95

Discussion:

This is a common carrier, steel construction natural gas line and will be thirty-six inches (36) in diameter and will be buried a minimum of thirty-six inches (36) deep with a 31,500 square foot, fenced in surface use area for above ground valve placement.

Certificates of Insurance are on file

City Secretary to record all documents



City Manager's Office

NOTES:
1. BASIS OF BEARING IS NAD 83, ZONE UTM 14
COORDINATE SYSTEM.
2. SURVEYOR HAS MADE NO INVESTIGATION OR
INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES,
OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT
TITLE SEARCH MAY DISCLOSE.
3. SEE ATTACHED PLAT.

EXHIBIT "A"

1 OF 6

Legal description: MCL-TX-MID-0089.00000

BEING the centerline of a 30' pipeline right of way license in the T & P RR Company Survey, Block 37, Section 4, T3S, Midland County, Texas, and being part of tract described in deed to City of Midland, recorded in Volume 760 Page 466, Official Public Records, Midland County, Texas, said right of way being described as follows:

BEGINNING at a point [N:11596295.24, E:753129.89] in the north line of said Section, from which a railroad spike found for the northwest corner of said Section bears S 76°42'54" W, a distance of 5,275.13 feet;

THENCE, S 14°00'28" E, a distance of 652.87 feet, to a point for a corner;

THENCE, S 06°42'17" W, a distance of 153.58 feet, to a point for a corner;

THENCE, S 13°17'43" E, a distance of 1,214.11 feet, to a point for a corner;

THENCE, S 14°14'21" E, a distance of 677.65 feet, to a point for a corner;

THENCE, S 34°14'21" E, a distance of 243.14 feet, to a point for a corner;

THENCE, S 14°14'39" E, a distance of 997.83 feet, to a point for a corner;

THENCE, S 12°51'06" E, a distance of 1,000.58 feet, to a point for a corner;

THENCE, S 07°08'54" W, a distance of 310.38 feet, to a point for a corner;

THENCE, S 14°57'47" E, a distance of 92.41 feet, to the Point of Terminus, [N:11591129.94, E:754305.99] in the south line of said Section, from which a 5" concrete monument with a iron rod found for the southwest corner of said Section bears S 76°41'17" W, a distance of 5,222.47 feet for a total of 5,342.55 Feet or 323.79 Rods



I, DAVID A. WRISLEY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO
HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS
TRUE AND CORRECT OF A SURVEY MADE ON THE GROUND.

David A. Wisley 7-13-22

DAVID A. WRISLEY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5087



JN SERVICES, LTD
252 GARDNER ROAD
WILLIAMSFORD, TX 76087
FIRM LICENSE # 10194071
817-501-3847

CENTERLINE FOOTAGE: 5,342.55'

8.3

RODS: 323.79

WHISTLER
PIPELINE

30' PIPELINE RIGHT OF WAY LICENSE

SITUATED IN THE
CITY OF MIDLAND
PROPERTY
T & P RR COMPANY SURVEY
BLOCK 37, SECTION 4, T3S
MIDLAND COUNTY, TEXAS

JOB: WHISTLER MARTIN COUNTY LATERAL

DATE: 02/18/2022

CHECKED: DAW

AFE: 21201

DATE: 02/18/2022

REV: #2 07/13/2022

NOTES:
 1. BASIS OF BEARING IS NAD 83, ZONE UTM 14
 COORDINATE SYSTEM.
 2. SURVEYOR HAS MADE NO INVESTIGATION OR
 INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES,
 OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT
 TITLE SEARCH MAY DISCLOSE.
 3. SEE ATTACHED LEGAL DESCRIPTION.

EXHIBIT "A"

2 OF 6

TEXAS TEN TWO, LTD
 INSTRUMENT #2016-35758
 O.P.R.M.C.T.

S 76°42'54" W
 5275.13'

POB
 N:11596295.24
 E:753129.89

70' TEMPORARY
 WORKSPACE
 205,992.83 SQ. FEET
 4.73 ACRES

PROPOSED BANGL
 MARTIN CO. LATERAL
 PIPELINE

50' X 277' ATWS
 13,406.16 Sq. Feet
 0.31 Acres
 N:11595615.40
 E:753146.53

15' TEMPORARY
 WORKSPACE
 205,992.83 SQ. FEET
 4.73 ACRES

EXISTING
 UNKNOWN
 PIPELINE

50' X 150' ATWS
 7,500.00 Sq. Feet
 0.17 Acres
 N:11595134.86
 E:753219.74

EXISTING
 NUSTAR
 PIPELINE

EXISTING
 ABOVE GROUND
 POLY LINE

EXISTING
 TARGA
 PIPELINE

MATCHLINE

T & P RR. CO. SURVEY
 BLOCK 37, SECTION 4, T3S

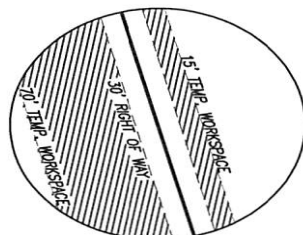
(MCL-TX-MID-0089.00000)

CITY OF MIDLAND
 VOLUME 760, PAGE 466
 O.P.R.M.C.T.

LINE	BEARING	DISTANCE
L1	S 14°00'28" E	652.87'
L2	S 06°42'17" W	153.58'
L3	S 13°17'43" E	1214.11'

TEMPORARY WORKSPACE	
ACRES	SQ. FEET
11.80	513,704.75

DETAIL "A"
 N.T.S.



I, DAVID A. WRISLEY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO
 HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS
 TRUE AND CORRECT OF A SURVEY MADE ON THE GROUND.

David A. Wisley 7-13-22

DAVID A. WRISLEY
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 5087



JN SERVICES, LTD
 2825 GARDNER ROAD
 MIDLAND, TX 79607
 FIRM LICENSE # 10194071
 817-501-3847

CENTERLINE FOOTAGE: 5,342.55'

8.4

RODS: 323.79



WHISTLER
 PIPELINE

30' PIPELINE RIGHT OF WAY LICENSE

SITUATED IN THE
 CITY OF MIDLAND
 PROPERTY
 T & P RR COMPANY SURVEY
 BLOCK 37, SECTION 4, T3S
 MIDLAND COUNTY, TEXAS

JOB: WHISTLER MARTIN COUNTY LATERAL

DATE: 02/18/2022

CHECKED: DAW

AFE: 21201

DATE: 02/18/2022

REV: #2 07/13/2022

NOTES:
 1. BASIS OF BEARING IS NAD 83, ZONE UTM 14
 COORDINATE SYSTEM.
 2. SURVEYOR HAS MADE NO INVESTIGATION OR
 INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES,
 OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT
 TITLE SEARCH MAY DISCLOSE.
 3. SEE ATTACHED LEGAL DESCRIPTION.

EXHIBIT "A"

3 OF 6

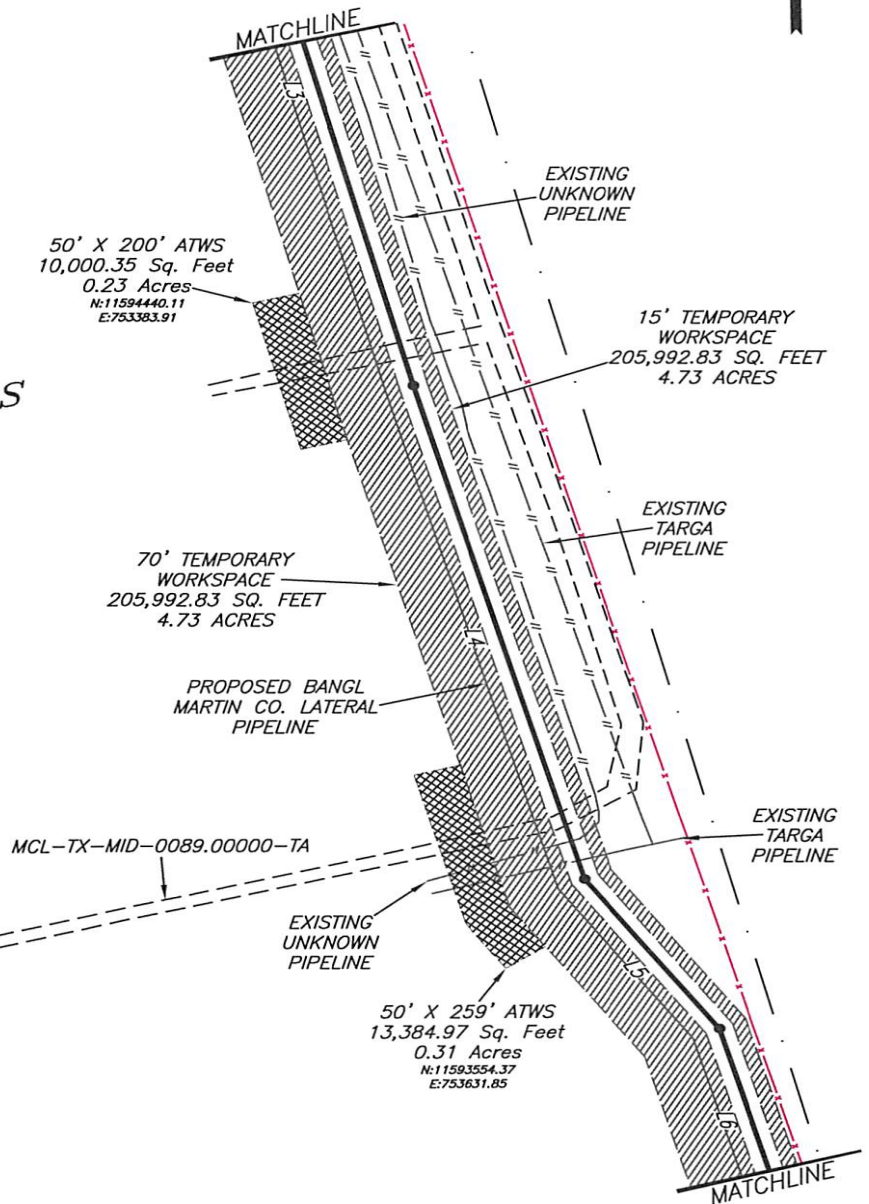
**T & P RR. CO. SURVEY
 BLOCK 37, SECTION 4, T3S**

(MCL-TX-MID-0089.00000)

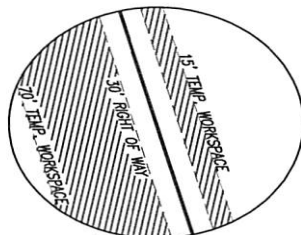
CITY OF MIDLAND
 VOLUME 760, PAGE 466
 O.P.R.M.C.T.

LINE	BEARING	DISTANCE
L3	S 13°17'43" E	1214.11'
L4	S 14°14'21" E	677.65'
L5	S 34°14'21" E	243.14'
L6	S 14°14'39" E	997.83'

TEMPORARY WORKSPACE ACRES	SQ. FEET
11.80	513,704.75



DETAIL "A"
 N.T.S.



I, DAVID A. WRISLEY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO
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David A. Wisley 7-13-22

DAVID A. WRISLEY
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 5087

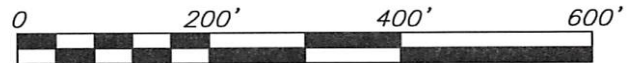


JN SERVICES, LTD
 1001 GARDNER ROAD
 MIDLAND, TX 79707
 FIRM LICENSE # 10194071
 817-501-3847

CENTERLINE FOOTAGE: 5,342.55'

8.5

RODS: 323.79



WHISTLER
 PIPELINE

30' PIPELINE RIGHT OF WAY LICENSE

SITUATED IN THE
 CITY OF MIDLAND
 PROPERTY
 T & P RR COMPANY SURVEY
 BLOCK 37, SECTION 4, T3S
 MIDLAND COUNTY, TEXAS

JOB: WHISTLER MARTIN COUNTY LATERAL

DATE: 02/18/2022

CHECKED: DAW

A/E: 21201

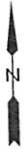
DATE: 02/18/2022

REV: #2 07/13/2022

NOTES:
 1. BASIS OF BEARING IS NAD 83, ZONE UTM 14
 COORDINATE SYSTEM.
 2. SURVEYOR HAS MADE NO INVESTIGATION OR
 INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES,
 OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT
 TITLE SEARCH MAY DISCLOSE.
 3. SEE ATTACHED LEGAL DESCRIPTION.

EXHIBIT "A"

4 OF 6



**T & P RR. CO. SURVEY
 BLOCK 37, SECTION 4, T3S**

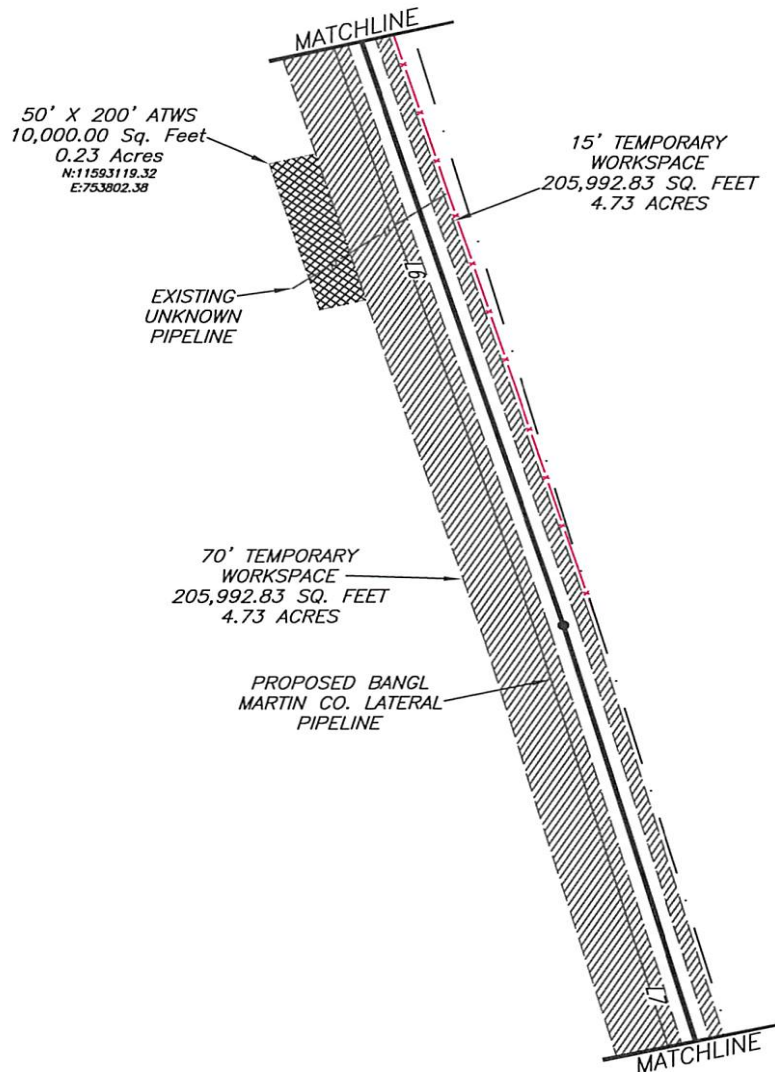
(MCL-TX-MID-0089.00000)

CITY OF MIDLAND
 VOLUME 760, PAGE 466
 O.P.R.M.C.T.

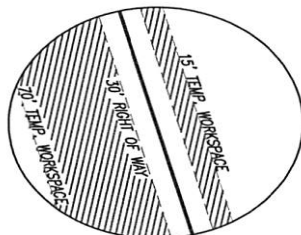
LINE	BEARING	DISTANCE
L6	S 14°14'39" E	997.83'
L7	S 12°51'06" E	1000.58'

TEMPORARY WORKSPACE

ACRES	SQ. FEET
11.80	513,704.75



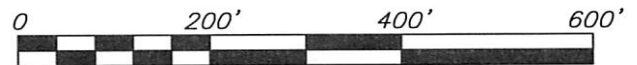
DETAIL "A"
 N.T.S.



I, DAVID A. WRISLEY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO
 HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS
 TRUE AND CORRECT OF A SURVEY MADE ON THE GROUND.

David A. Wisley 7-13-22

DAVID A. WRISLEY
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 5087



WHISTLER
 PIPELINE

**30' PIPELINE
 RIGHT OF WAY LICENSE**

SITUATED IN THE
 CITY OF MIDLAND
 PROPERTY
 T & P RR COMPANY SURVEY
 BLOCK 37, SECTION 4, T3S
 MIDLAND COUNTY, TEXAS

JOB: WHISTLER MARTIN COUNTY LATERAL	DATE: 02/18/2022	CHECKED: DAW
AFE: 21201	DATE: 02/18/2022	REV: #2 07/13/2022



JN SERVICES, LTD.
 1001 GARDNER ROAD
 MIDLAND, TX 79701
 FIRM LICENSE # 10194071
 817-501-3847

CENTERLINE FOOTAGE: 5,342.55'

8.6

RODS: 323.79

NOTES:
 1. BASIS OF BEARING IS NAD 83, ZONE UTM 14
 COORDINATE SYSTEM
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 INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES,
 OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT
 TITLE SEARCH MAY DISCLOSE.
 3. SEE ATTACHED LEGAL DESCRIPTION.

EXHIBIT "A"

5 OF 6

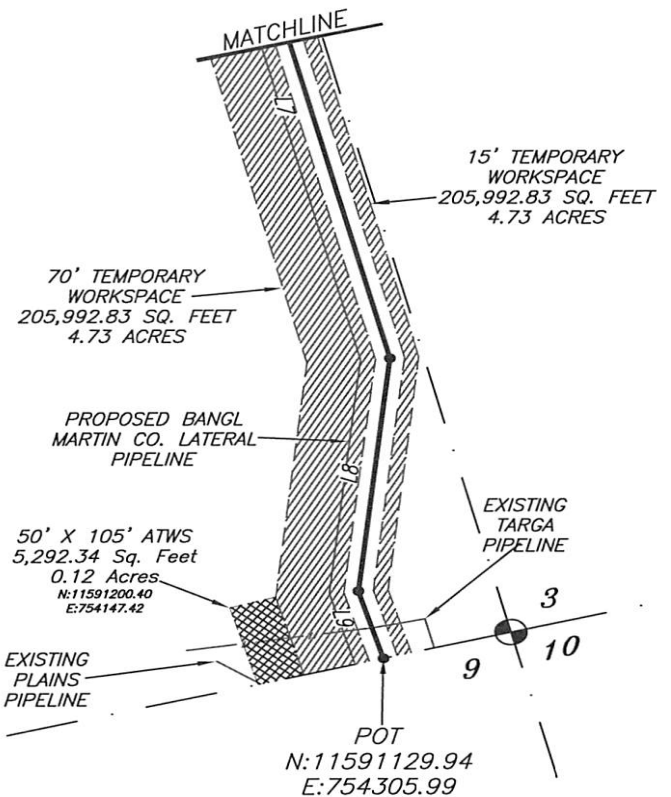
**T & P RR. CO. SURVEY
 BLOCK 37, SECTION 4, T3S**

MCL-TX-MID-0089.00000

CITY OF MIDLAND
 VOLUME 760, PAGE 466
 O.P.R.M.C.T.

LINE	BEARING	DISTANCE
L7	S 12°51'06" E	1000.58'
L8	S 07°08'54" W	310.38'
L9	S 14°57'47" E	92.41'

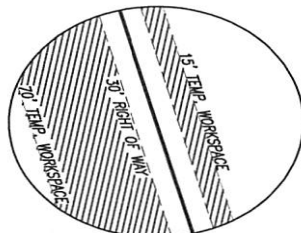
TEMPORARY WORKSPACE	
ACRES	SQ. FEET
11.80	513,704.75



CITY OF MIDLAND
 VOLUME 1276, PAGE 94
 O.P.R.M.C.T.



DETAIL "A"
 N.T.S.



I, DAVID A. WRISLEY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO
 HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS
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David A. Wisley 7-13-22

DAVID A. WRISLEY
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 5087



JN SERVICES, LTD
 225 GARDNER ROAD
 MIDLAND, TX 79607
 FIRM LICENSE # 10194071
 817-501-3847

CENTERLINE FOOTAGE: 5,342.55'

8.7

RODS: 323.79



WHISTLER
 PIPELINE

30' PIPELINE RIGHT OF WAY LICENSE

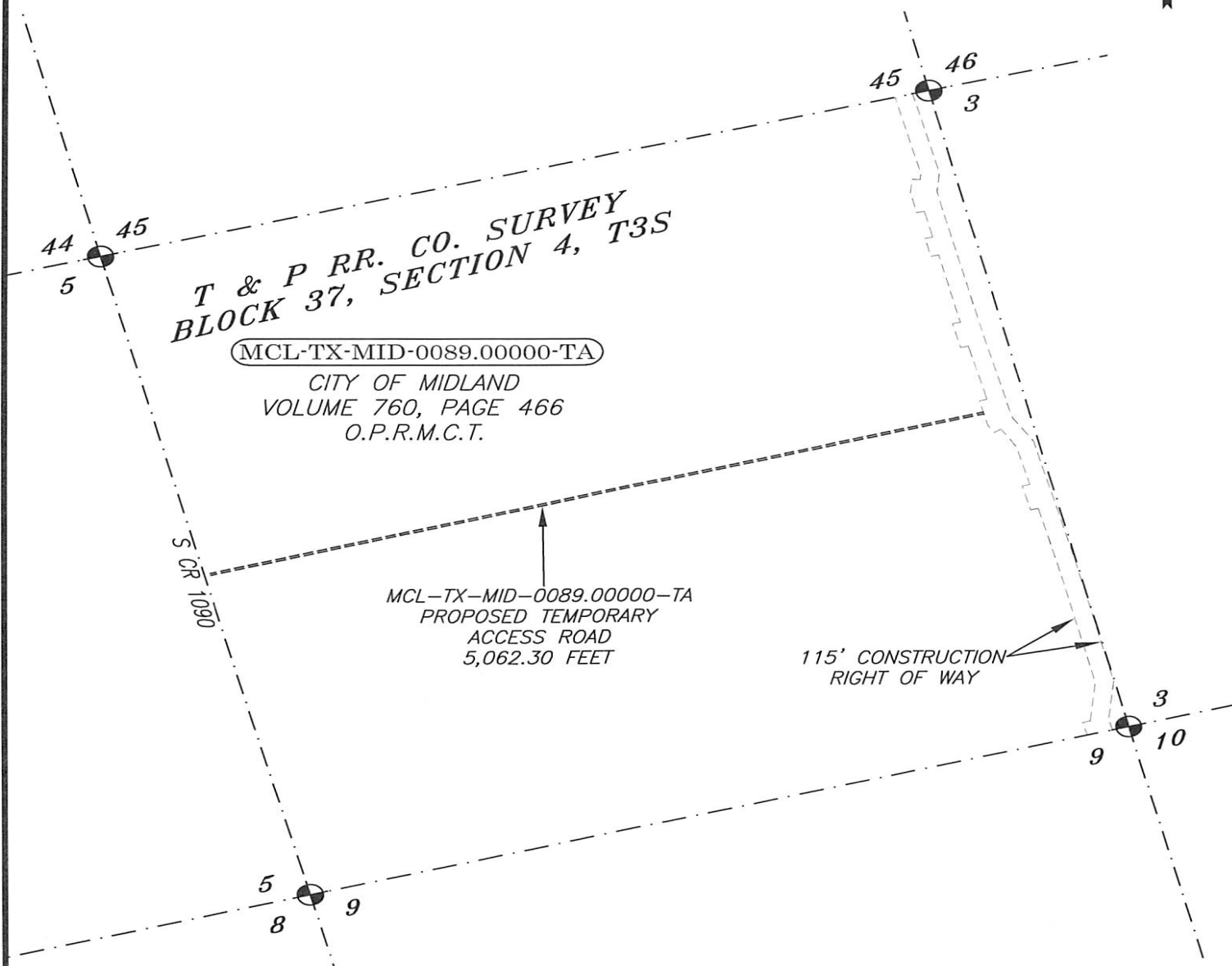
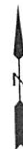
SITUATED IN THE
 CITY OF MIDLAND
 PROPERTY
 T & P RR COMPANY SURVEY
 BLOCK 37, SECTION 4, T3S
 MIDLAND COUNTY, TEXAS

JOB: WHISTLER MARTIN COUNTY LATERAL	DATE: 02/18/2022	CHECKED: DAW
AFE: 21201	DATE: 02/18/2022	REV: #2 07/13/2022

NOTES:
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 COORDINATE SYSTEM.
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 OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT
 TITLE SEARCH MAY DISCLOSE.
 3. SEE ATTACHED LEGAL DESCRIPTION.

EXHIBIT "A"

6 OF 6



I, DAVID A. WRISLEY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO
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David A. Wisley 7-13-22

DAVID A. WRISLEY
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 5087

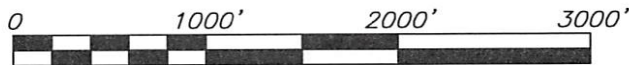


JN SERVICES, LTD
 1225 GARDNER ROAD
 MIDLAND, TX 79607
 FIRM LICENSE # 10194071
 817-501-3847

CENTERLINE FOOTAGE: 5,062.30'

8.8

RODS: 306.81



WHISTLER
 PIPELINE

TEMPORARY ACCESS ROAD

SITUATED IN THE
 CITY OF MIDLAND
 PROPERTY
 T & P RR COMPANY SURVEY
 BLOCK 37, SECTION 4, T3S
 MIDLAND COUNTY, TEXAS

JOB: WHISTLER MARTIN COUNTY LATERAL

DATE: 02/18/2022

CHECKED: DAW

A/E: 21201

DATE: 02/18/2022

REV: #2 07/13/2022

NOTES:
1. BASIS OF BEARING IS NAD 83, ZONE UTM 14
COORDINATE SYSTEM.
2. SURVEYOR HAS MADE NO INVESTIGATION OR
INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES,
OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT
TITLE SEARCH MAY DISCLOSE.
3. SEE ATTACHED PLAT.

EXHIBIT "A"

1 OF 5

Legal description "A": MCL-TX-MID-0090.00000

BEING the centerline of a 30' pipeline right of way license in the T & P RR Company Survey, Block 37, Section 9, T3S, Midland County, Texas, and being part of tract described in deed to City of Midland, recorded in Volume 1278, Page 577, Official Public Records, Midland County, Texas, said easement being described as follows:

BEGINNING at a point [N:11591129.94, E:754305.99] in the north line of said Section, from which a 5" concrete monument with iron rod found for the northwest corner of said Section bears S 76°41'17" W, a distance of 5,222.47 feet;

THENCE, S 14°57'47" E, a distance of 271.65 feet, to a point for a corner;

THENCE, S 13°13'14" E, a distance of 4,603.79 feet, to the Point of Terminus, [N:11586385.72, E:755429.01] in the north line of of a proposed surface site in said Section, for a total of 4,875.44 Feet or 295.48 Rods

Legal description "B": MCL-TX-MID-0090.00000

BEING the centerline of a 30' pipeline right of way license in the T & P RR Company Survey, Block 37, Section 9, T3S, Midland County, Texas, and being part of tract described in deed to City of Midland, recorded in Volume 1278, Page 577, Official Public Records, Midland County, Texas, said easement being described as follows:

BEGINNING at a point [N:11586239.69, E:755463.31] in the south line of a proposed surface site in said Section;

THENCE, S 13°13'14" E, a distance of 90.12 feet, to a point for a corner;

THENCE, S 13°13'28" E, a distance of 156.56 feet, to the Point of Terminus, [N:11585999.55, E:755519.74] in the south line of said Section, from which a 3/8" iron rod found for the southeast corner of said Section bears N 76°30'24" E, a distance of 124.04 feet for a total of 246.69 Feet or 14.95 Rods

Legal description : MCL-TX-MID-0090.00000-MS

BEING a 150' x 210' surface site in the T & P RR Company Survey, Block 37, Section 9, T3S Midland County, Texas, and being part of tract described in deed to City of Midland recorded in Volume 1278, Page 577, Official Public Records, Midland County, Texas, said easement being described by metes and bounds as follows:

BEGINNING at a point [N:11586195.10, E:755273.48] in said Section, from which a 3/8" iron rod found for the southeast corner of said tract bears S 65°34'33" E, a distance of 402.93 feet;

THENCE, N 13°13'14" W, a distance of 150.00 feet, to a point for a corner;

THENCE, N 76°46'46" E, a distance of 210.00 feet, to a point for a corner;

THENCE, S 13°13'14" E, a distance of 150.00 feet, to a point for a corner;

THENCE, S 76°46'46" W, a distance of 210.00 feet, to the Point of Beginning, for a total of 31,500.00 Square Feet or 0.72 Acres



I, DAVID A. WRISLEY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO
HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS
TRUE AND CORRECT OF A SURVEY MADE ON THE GROUND.

David A. Wisley 7-13-22

DAVID A. WRISLEY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5087



JN SERVICES, LTD
452 GARDNER ROAD
MIDLAND, TX 79607
FIRM LICENSE # 10194071
817-501-3847

CENTERLINE FOOTAGE: 5,122.13'

8.9

RODS: 310.43

WHISTLER
PIPELINE

30' PIPELINE RIGHT OF WAY LICENSE

SITUATED IN THE
CITY OF MIDLAND
PROPERTY
T & P RR COMPANY SURVEY
BLOCK 37, SECTION 9, T3S
MIDLAND COUNTY, TEXAS

JOB: WHISTLER MARTIN COUNTY LATERAL

AFE: 21201

DATE: 02/23/2022

REV: #1 07/13/2022

CHECKED: DAW

NOTES:
 1. BASIS OF BEARING IS NAD 83, ZONE UTM 14 COORDINATE SYSTEM.
 2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
 3. SEE ATTACHED LEGAL DESCRIPTION.

EXHIBIT "A"

2 OF 5

CITY OF MIDLAND,
 VOLUME 760, PAGE 466
 O.P.R.M.C.T.

S 76°41'17" W
 5222.47'

POB
 N:11591129.94
 E:754305.99

50' X 252' ATWS
 12,540.89 Sq. Feet
 0.29 Acres
 N:11590855.83
 E:754239.51

**T & P RR. CO. SURVEY
 BLOCK 37, SECTION 9, T3S**

(MCL-TX-MID-0090.00000)

CITY OF MIDLAND
 VOLUME 1278, PAGE 577
 O.P.R.M.C.T.

LINE	BEARING	DISTANCE
L1	S 14°57'47" E	271.65'
L2	S 13°13'14" E	4603.79'

TEMPORARY WORKSPACE	
ACRES	SQ. FEET
12.06	524,826.68

PROPOSED BANGL
 MARTIN CO. LATERAL
 PIPELINE

70' TEMPORARY
 WORKSPACE
 340,375.40 SQ. FEET
 7.81 ACRES

EXISTING
 NAVITAS
 PIPELINE

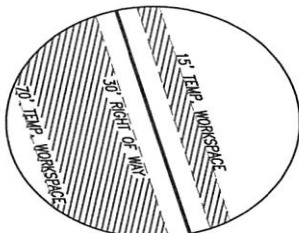
EXISTING
 PLAINS
 PIPELINE

15' TEMPORARY
 WORKSPACE
 79,080.45 SQ. FEET
 1.82 ACRES

EXISTING
 TARGA
 PIPELINE

MATCHLINE

DETAIL "A"
 N.T.S.



I, DAVID A. WRISLEY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS TRUE AND CORRECT OF A SURVEY MADE ON THE GROUND.

David A. Wisley 7-13-22

DAVID A. WRISLEY
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 5087

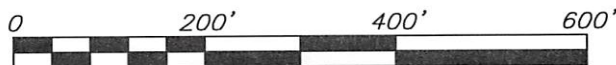


JN SERVICES, LTD
 125 GARDNER ROAD
 MIDLAND, TX 79707
 FIRM LICENSE # 10194071
 817-501-3847

CENTERLINE FOOTAGE: 5,122.13'

8.10

RODS: 310.43



WHISTLER
 PIPELINE

30' PIPELINE RIGHT OF WAY LICENSE

SITUATED IN THE
 CITY OF MIDLAND
 PROPERTY
 T & P RR COMPANY SURVEY
 BLOCK 37, SECTION 9, T3S
 MIDLAND COUNTY, TEXAS

JOB: WHISTLER MARTIN COUNTY LATERAL

DATE: 02/23/2022

CHECKED: DAW

AFE: 21201

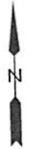
DATE: 02/23/2022

REV: #1 07/13/2022

NOTES:
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 3. SEE ATTACHED LEGAL DESCRIPTION.

EXHIBIT "A"

3 OF 5



PROPOSED BANGL
 MARTIN CO. LATERAL
 PIPELINE

50' X 200' ATWS
 10,000.00 Sq. Feet
 0.23 Acres
 N:11589259.02
 E:754615.33

EXISTING
 UNKNOWN
 PIPELINE

EXISTING
 TARGA
 PIPELINE

70' TEMPORARY
 WORKSPACE
 340,375.40 SQ. FEET
 7.81 ACRES

50' X 200' ATWS
 10,000.00 Sq. Feet
 0.23 Acres
 N:11588619.01
 E:754765.68

GRAVEL ROAD

**T & P RR. CO. SURVEY
 BLOCK 37, SECTION 9, T3S**

(MCL-TX-MID-0090.00000)

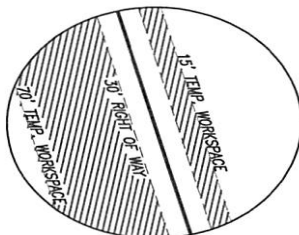
CITY OF MIDLAND,
 VOLUME 1278, PAGE 577
 O.P.R.M.C.T.

LINE	BEARING	DISTANCE
L2	S 13°13'14" E	4603.79'

TEMPORARY WORKSPACE	
ACRES	SQ. FEET
12.06	524,826.68



DETAIL "A"
 N.T.S.



I, DAVID A. WRISLEY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO
 HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS
 TRUE AND CORRECT OF A SURVEY MADE ON THE GROUND.

David A. Wisley 7-13-22

DAVID A. WRISLEY
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 5087

0 200' 400' 600'

WHISTLER
 PIPELINE

30' PIPELINE RIGHT OF WAY LICENSE

SITUATED IN THE
 CITY OF MIDLAND
 PROPERTY
 T & P RR COMPANY SURVEY
 BLOCK 37, SECTION 9, T3S
 MIDLAND COUNTY, TEXAS

JOB: WHISTLER MARTIN COUNTY LATERAL

DATE: 02/23/2022

CHECKED: DAW

A/E: 21201

DATE: 02/23/2022

REV: #1 07/13/2022



JN SERVICES, LTD
 2215 GARDNER ROAD
 MIDLAND, TX 79707
 FIRM LICENSE # 10194071
 817-501-3847

CENTERLINE FOOTAGE: 5,122.13'

8.11

RODS: 310.43

NOTES:
 1. BASIS OF BEARING IS NAD 83, ZONE UTM 14 COORDINATE SYSTEM.
 2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
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EXHIBIT "A"

4 OF 5



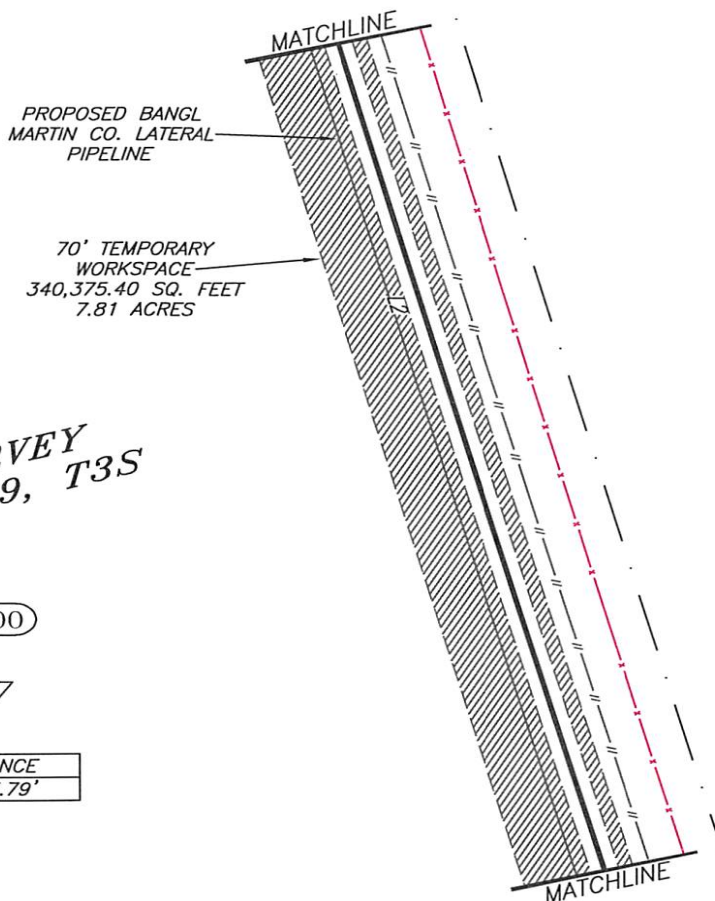
**T & P RR. CO. SURVEY
 BLOCK 37, SECTION 9, T3S**

(MCL-TX-MID-0090.00000)

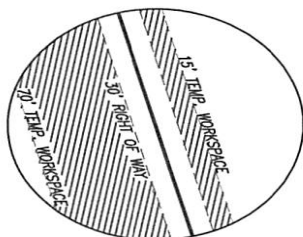
CITY OF MIDLAND,
 VOLUME 1278, PAGE 577
 O.P.R.M.C.T.

LINE	BEARING	DISTANCE
L2	S 13°13'14" E	4603.79'

TEMPORARY WORKSPACE	
ACRES	SQ. FEET
12.06	524,826.68



DETAIL "A"
 N.T.S.



I, DAVID A. WRISLEY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS TRUE AND CORRECT OF A SURVEY MADE ON THE GROUND.

David A. Wisley 7-13-22

DAVID A. WRISLEY
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 5087



JN SERVICES, LTD
 225 GARDNER ROAD
 MIDLAND, TX 76907
 FIRM LICENSE # 10194071
 817-501-3847

CENTERLINE FOOTAGE: 5,122.13'

8.12

RODS: 310.43



WHISTLER
 PIPELINE

30' PIPELINE RIGHT OF WAY LICENSE

SITUATED IN THE
 CITY OF MIDLAND
 PROPERTY
 T & P RR COMPANY SURVEY
 BLOCK 37, SECTION 9, T3S
 MIDLAND COUNTY, TEXAS

JOB: WHISTLER MARTIN COUNTY LATERAL

DATE: 02/23/2022

CHECKED: DAW

A/E: 21201

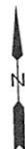
DATE: 02/23/2022

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EXHIBIT "A"

5 OF 5



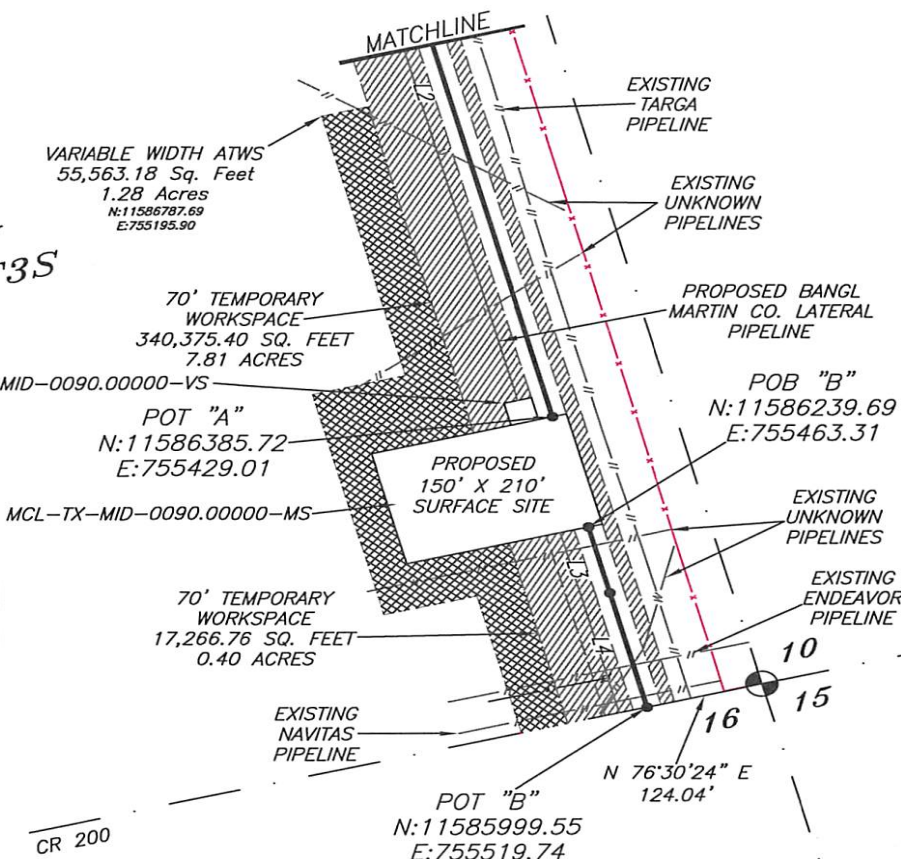
**T & P RR. CO. SURVEY
 BLOCK 37, SECTION 9, T3S**

(MCL-TX-MID-0090.00000)

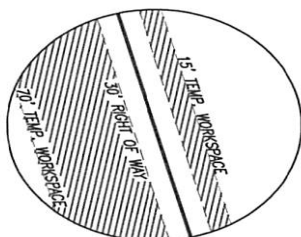
CITY OF MIDLAND,
 VOLUME 1278, PAGE 577
 O.P.R.M.C.T.

LINE	BEARING	DISTANCE
L2	S 13°13'14" E	4603.79'
L3	S 13°13'14" E	90.12'
L4	S 13°13'28" E	156.56'

TEMPORARY WORKSPACE ACRES	SQ. FEET
12.06	524,826.68



DETAIL "A"
 N.T.S.



I, DAVID A. WRISLEY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO
 HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS
 TRUE AND CORRECT OF A SURVEY MADE ON THE GROUND.

David A. Wisley 7-13-22

DAVID A. WRISLEY
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 5087

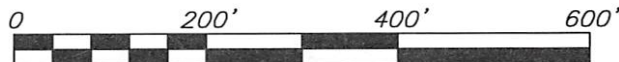


JN SERVICES, LTD
 1525 GARDNER ROAD
 MIDLAND, TX 79707
 FIRM LICENSE # 10194071
 817-501-3847

CENTERLINE FOOTAGE: 5,122.13'

8.13

RODS: 310.43



WHISTLER
 PIPELINE

30' PIPELINE RIGHT OF WAY LICENSE

SITUATED IN THE
 CITY OF MIDLAND
 PROPERTY
 T & P RR COMPANY SURVEY
 BLOCK 37, SECTION 9, T3S
 MIDLAND COUNTY, TEXAS

JOB: WHISTLER MARTIN COUNTY LATERAL	DATE: 02/23/2022	CHECKED: DAW
AFE: 21201	DATE: 02/23/2022	REV: #1 07/13/2022

NOTES:
 1. BASIS OF BEARING IS NAD 83, ZONE UTM 14
 COORDINATE SYSTEM.
 2. SURVEYOR HAS MADE NO INVESTIGATION OR
 INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES,
 OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT
 TITLE SEARCH MAY DISCLOSE.
 3. SEE ATTACHED PLAT.

EXHIBIT "A"

1 OF 2

Legal description : MCL-TX-MID-0090.00000-MS

BEING 0.72 Acre surface site in the T & P RR Company Survey, Block 37, Section 9, T3S Midland County, Texas, and being part of tract described in deed to City of Midland recorded in Volume 1278, Page 577, Official Public Records, Midland County, Texas, said easement being described by metes and bounds as follows:

BEGINNING at a point [N:11586195.10, E:755273.48] in said Section, from which a 3/8" iron rod found for the southeast corner of said tract bears S 65°34'33" E, a distance of 402.93 feet;

THENCE, N 13°13'14" W, a distance of 150.00 feet, to a point for a corner;

THENCE, N 76°46'46" E, a distance of 210.00 feet, to a point for a corner;

THENCE, S 13°13'14" E, a distance of 150.00 feet, to a point for a corner;

THENCE, S 76°46'46" W, a distance of 210.00 feet, to the Point of Beginning, for a total of 31,500.00 Square Feet or 0.72 Acres



I, DAVID A. WRISLEY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO
 HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS
 TRUE AND CORRECT OF A SURVEY MADE ON THE GROUND.

David A. Wisley 7-13-22

DAVID A. WRISLEY
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 5087



JN SERVICES, LTD
 125 GARDNER ROAD
 MIDLAND, TX 79707
 FIRM LICENSE # 10194071
 817-501-3847

SQUARE FOOTAGE: 31,500.00

ACRES: 0.72

8.14

WHISTLER
 PIPELINE

150' X 210'
SURFACE SITE

SITUATED IN THE
 CITY OF MIDLAND
 PROPERTY
 T & P RR COMPANY SURVEY
 BLOCK 37, SECTION 9, T3S
 MIDLAND COUNTY, TEXAS

JOB: WHISTLER MARTIN COUNTY LATERAL

AFE: 21201

DATE: 02/22/2022

REV:

CHECKED: DAW

NOTES:
 1. BASIS OF BEARING IS NAD 83, ZONE UTM 14
 COORDINATE SYSTEM.
 2. SURVEYOR HAS MADE NO INVESTIGATION OR
 INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES,
 OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT
 TITLE SEARCH MAY DISCLOSE.
 3. SEE ATTACHED LEGAL DESCRIPTION.

EXHIBIT "A"

2 OF 2

T & P RR. CO. SURVEY
BLOCK 37, SECTION 9, T3S

MCL-TX-MID-0090.00000

CITY OF MIDLAND
 VOLUME 1278, PAGE 577
 O.P.R.M.C.T.

LINE	BEARING	DISTANCE
L1	N 13°13'14" W	150.00'
L2	N 76°46'46" E	210.00'
L3	S 13°13'14" E	150.00'
L4	S 76°46'46" W	210.00'

MCL-TX-MID-0090.00000-MS

POB
 N:11586195.10
 E:755273.48

S 65°34'33" E
 402.93'

PROPOSED BANGL
 MARTIN CO. LATERAL
 PIPELINE

PROPOSED WHISTLER
 MARTIN CO. LATERAL
 PIPELINE

BMC-TX-MID-0090.00000-VS



I, DAVID A. WRISLEY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO
 HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS
 TRUE AND CORRECT OF A SURVEY MADE ON THE GROUND.

David A. Wisley 7-13-22

DAVID A. WRISLEY
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 5087

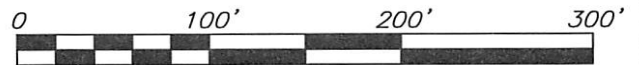


JN SERVICES, LTD
 1525 GARDNER ROAD
 MIDLAND, TX 79707
 FIRM LICENSE # 10194071
 817-501-3847

SQUARE FOOTAGE: 31,500.00

ACRES: 0.72

8.15



WHISTLER
 PIPELINE

150' X 210'
SURFACE SITE

SITUATED IN THE
 CITY OF MIDLAND
 PROPERTY
 T & P RR COMPANY SURVEY
 BLOCK 37, SECTION 9, T3S
 MIDLAND COUNTY, TEXAS

JOB: WHISTLER MARTIN COUNTY LATERAL

AFE: 21201

DATE: 02/22/2022

REV:

CHECKED: DAW

NOTES:
1. BASIS OF BEARING IS NAD 83, ZONE UTM 14
COORDINATE SYSTEM.
2. SURVEYOR HAS MADE NO INVESTIGATION OR
INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES,
OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT
TITLE SEARCH MAY DISCLOSE.
3. SEE ATTACHED PLAT.

EXHIBIT "A"

1 OF 2

Legal description: MCL-TX-MID-0090.00000-PA

BEING the centerline of a 20' access road in the T & P RR Company Survey, Block 37, Section 9, T3S, Midland County, Texas, and being part of tract described in deed to City of Midland, recorded in Volume 1276 Page 94, Official Public Records, Midland County, Texas, said easement being described as follows:

BEGINNING at a point [N:11586005.25, E:755544.07] in the south line of said Section, from which a 3/8" iron rod found for the southeast corner of said Section bears N 76°25'53" E, a distance of 99.05 feet;

THENCE, N 13°13'14" W, a distance of 426.70 feet, to the Point of Terminus, [N:11586420.64, E:755446.49] in said Section, for a total of 426.70 Feet or 25.86 Rods



I, DAVID A. WRISLEY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO
HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS
TRUE AND CORRECT OF A SURVEY MADE ON THE GROUND.

David A. Wisley 7-13-22

DAVID A. WRISLEY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5087



JN SERVICES, LTD
8225 GARDNER ROAD
MIDLAND, TX 79707
FIRM LICENSE # 10194071
817-501-3847

CENTERLINE FOOTAGE: 426.70'

8.16

RODS: 25.86

WHISTLER
PIPELINE

20' ACCESS ROAD

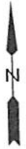
SITUATED IN THE
CITY OF MIDLAND
PROPERTY
T & P RR COMPANY SURVEY
BLOCK 37, SECTION 9, T3S
MIDLAND COUNTY, TEXAS

JOB: WHISTLER MARTIN COUNTY LATERAL	DATE: 02/24/2022	CHECKED: DAW
AFE: 21201	REV: #1 07/13/2022	

NOTES:
 1. BASIS OF BEARING IS NAD 83, ZONE UTM 14
 COORDINATE SYSTEM.
 2. SURVEYOR HAS MADE NO INVESTIGATION OR
 INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES,
 OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT
 TITLE SEARCH MAY DISCLOSE.
 3. SEE ATTACHED LEGAL DESCRIPTION.

EXHIBIT "A"

2 OF 2



PROPOSED BANGL
 MARTIN CO. LATERAL
 PIPELINE EASEMENT

PROPOSED WHISTLER
 MARTIN CO. LATERAL
 PIPELINE EASEMENT

BMC-TX-MID-0090.00000-VS

MCL-TX-MID-0090.00000-MS

POT
 N:11586420.64
 E:755446.49

**T & P RR. CO. SURVEY
 BLOCK 37, SECTION 9,
 T3S**

(MCL-TX-MID-0090.00000-PA)

CITY OF MIDLAND
 VOLUME 1276, PAGE 94
 O.P.R.M.C.T.

LINE	BEARING	DISTANCE
L1	N 13°13'14" W	426.70'

CR 200

N 76°25'53" E
 99.05'

POB
 N:11586005.25
 E:755544.07



I, DAVID A. WRISLEY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO
 HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS
 TRUE AND CORRECT OF A SURVEY MADE ON THE GROUND.

David A. Wisley 7-13-22

DAVID A. WRISLEY
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 5087

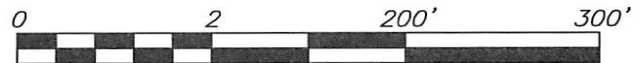


JN SERVICES, LTD
 10000 DORNER ROAD
 MIDLAND, TX 79707
 FIRM LICENSE # 10194071
 817-501-3847

CENTERLINE FOOTAGE: 426.70'

RODS: 25.86

8.17



WHISTLER
 PIPELINE

20' ACCESS ROAD

SITUATED IN THE
 CITY OF MIDLAND
 PROPERTY
 T & P RR COMPANY SURVEY
 BLOCK 37, SECTION 9, T3S
 MIDLAND COUNTY, TEXAS

JOB: WHISTLER MARTIN COUNTY LATERAL	DATE: 02/24/2022	CHECKED: DAW
AFE: 21201	DATE: 07/26/2022	REV: #1 07/13/2022

NOTES:
1. BASIS OF BEARING IS NAD 83, ZONE UTM 14
COORDINATE SYSTEM.
2. SURVEYOR HAS MADE NO INVESTIGATION OR
INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES,
OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT
TITLE SEARCH MAY DISCLOSE.
3. SEE ATTACHED PLAT.

EXHIBIT "A"

1 OF 4

Legal description: MCL-TX-MID-0092.00000

BEING the centerline of a 30' right of way license in the T & P RR Company Survey, Block 37, Section 16, T3S, Midland County, Texas, and being part of tract described in deed to City of Midland, recorded in Volume 1160 Page 622, Deed Records, Midland County, Texas, said easement being described as follows:

BEGINNING at a point [N:11585931.12, E:755535.82] in the north line of said tract, from which a 3/8" iron rod found for the northeast corner of said Section bears N 47°02'00" E, a distance of 142.86 feet;

THENCE, S 13°13'28" E, a distance of 547.48 feet, to a point for a corner;

THENCE, S 05°52'18" W, a distance of 233.84 feet, to a point for a corner;

THENCE, S 14°07'42" E, a distance of 1,479.42 feet, to a point for a corner;

THENCE, S 33°13'35" E, a distance of 155.54 feet, to a point for a corner;

THENCE, S 13°13'35" E, a distance of 593.68 feet, to a point for a corner;

THENCE, S 10°24'19" E, a distance of 496.60 feet, to a point for a corner;

THENCE, S 31°54'42" E, a distance of 319.20 feet, to a point for a corner;

THENCE, S 19°33'34" E, a distance of 544.19 feet, to a point for a corner;

THENCE, S 51°39'01" E, a distance of 104.65 feet, to the Point of Terminus, [N:11581685.73, E:756742.01] in the east line of said Section, from which a 1" iron pipe found for the southeast corner of said Section bears S 14°14'03" E, a distance of 803.27 feet for a total of 4,474.60 Feet or 271.19 Rods



I, DAVID A. WRISLEY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO
HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS
TRUE AND CORRECT OF A SURVEY MADE ON THE GROUND.

David A. Wisley 7-13-22

DAVID A. WRISLEY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5087



JN SERVICES, LTD
2022 GARDNER ROAD
MIDLAND, TX 79707
FIRM LICENSE # 10194071
817-301-3847

CENTERLINE FOOTAGE: 4,474.60'

8.18

RODS: 271.19

WHISTLER
PIPELINE

30' PIPELINE RIGHT OF WAY LICENSE

SITUATED IN THE
CITY OF MIDLAND
PROPERTY
T & P RR COMPANY SURVEY
BLOCK 37, SECTION 16, T3S
MIDLAND COUNTY, TEXAS

JOB: WHISTLER MARTIN COUNTY LATERAL

July 26, 2022

CHECKED: DAW

A/E: 21201

DATE: 02/19/2022

REV: #1 07/13/2022

NOTES:
 1. BASIS OF BEARING IS NAD 83, ZONE UTM 14 COORDINATE SYSTEM.
 2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
 3. SEE ATTACHED LEGAL DESCRIPTION.

EXHIBIT "A"

2 OF 4

**T & P RR. CO. SURVEY
 BLOCK 37, SECTION 16, T3S**

(MCL-TX-MID-0092.00000)

CITY OF MIDLAND
 VOLUME 1160, PAGE 622
 D.R.C.C.T.

LINE	BEARING	DISTANCE
L1	S 13°13'28" E	547.48'
L2	S 05°52'18" W	233.84'
L3	S 14°07'42" E	1479.42'

TEMPORARY WORKSPACE	
ACRES	SQ. FEET
10.80	469,777.38



I, DAVID A. WRISLEY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS TRUE AND CORRECT OF A SURVEY MADE ON THE GROUND.

David A. Wisley 7-13-22

DAVID A. WRISLEY
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 5087

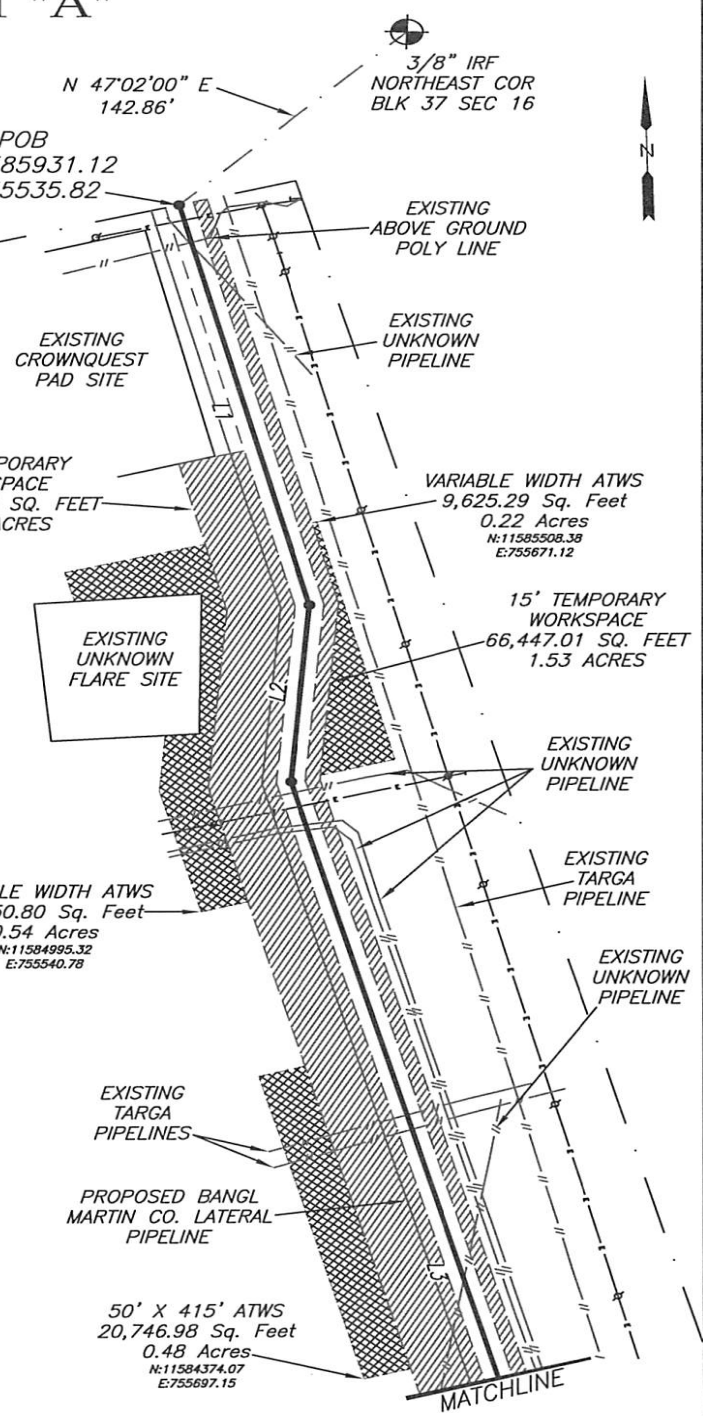


JN SERVICES, LTD
 152 GARDNER ROAD
 MIDLAND, TX 76907
 FIRM LICENSE # 10194071
 817-501-3847

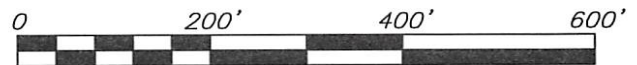
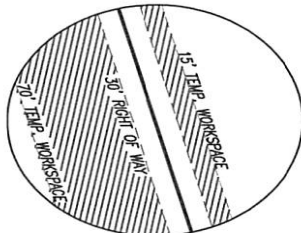
CENTERLINE FOOTAGE: 4,474.60'

8.19

RODS: 271.19



DETAIL "A"
 N.T.S.



WHISTLER
 PIPELINE

30' PIPELINE RIGHT OF WAY LICENSE

SITUATED IN THE
 CITY OF MIDLAND
 PROPERTY
 T & P RR COMPANY SURVEY
 BLOCK 37, SECTION 16, T3S
 MIDLAND COUNTY, TEXAS

JOB: WHISTLER MARTIN COUNTY LATERAL	DATE: 02/19/2022	CHECKED: DAW
AFE: 21201	DATE: 02/19/2022	REV: #1 07/13/2022

NOTES:
 1. BASIS OF BEARING IS NAD 83, ZONE UTM 14
 COORDINATE SYSTEM.
 2. SURVEYOR HAS MADE NO INVESTIGATION OR
 INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES,
 OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT
 TITLE SEARCH MAY DISCLOSE.
 3. SEE ATTACHED LEGAL DESCRIPTION.

EXHIBIT "A"

3 OF 4

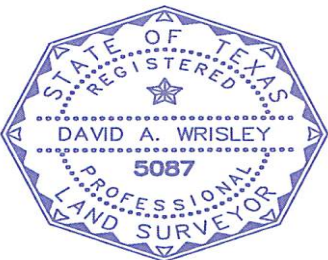
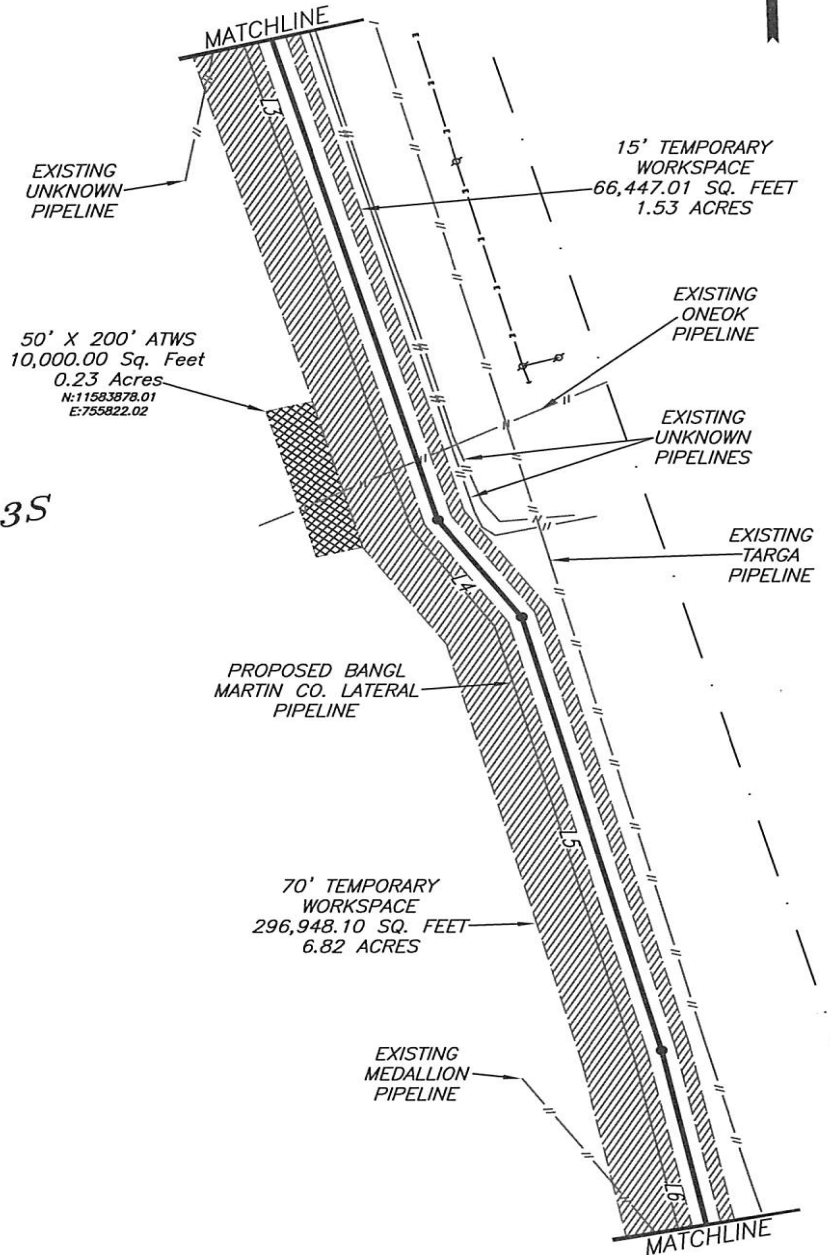
**T & P RR. CO. SURVEY
 BLOCK 37, SECTION 16, T3S**

MCL-TX-MID-0092.00000

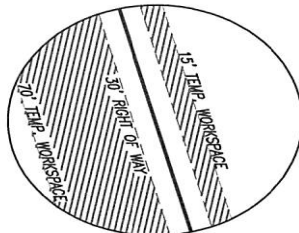
CITY OF MIDLAND
 VOLUME 1160, PAGE 622
 D.R.C.C.T.

LINE	BEARING	DISTANCE
L3	S 14°07'42" E	1479.42'
L4	S 33°13'35" E	155.54'
L5	S 13°13'35" E	593.68'
L6	S 10°24'19" E	496.60'

TEMPORARY WORKSPACE	
ACRES	SQ. FEET
10.80	469,777.38



DETAIL "A"
 N.T.S.



I, DAVID A. WRISLEY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO
 HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS
 TRUE AND CORRECT OF A SURVEY MADE ON THE GROUND.

David A. Wisley 7-13-22

DAVID A. WRISLEY
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 5087

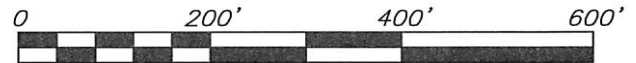


JN SERVICES, LTD
 1525 GARDNER ROAD
 MIDLAND, TX 79707
 FIRM LICENSE # 10194071
 817-501-3847

CENTERLINE FOOTAGE: 4,474.60'

RODS: 271.19

8-20



WHISTLER
 PIPELINE

30' PIPELINE RIGHT OF WAY LICENSE

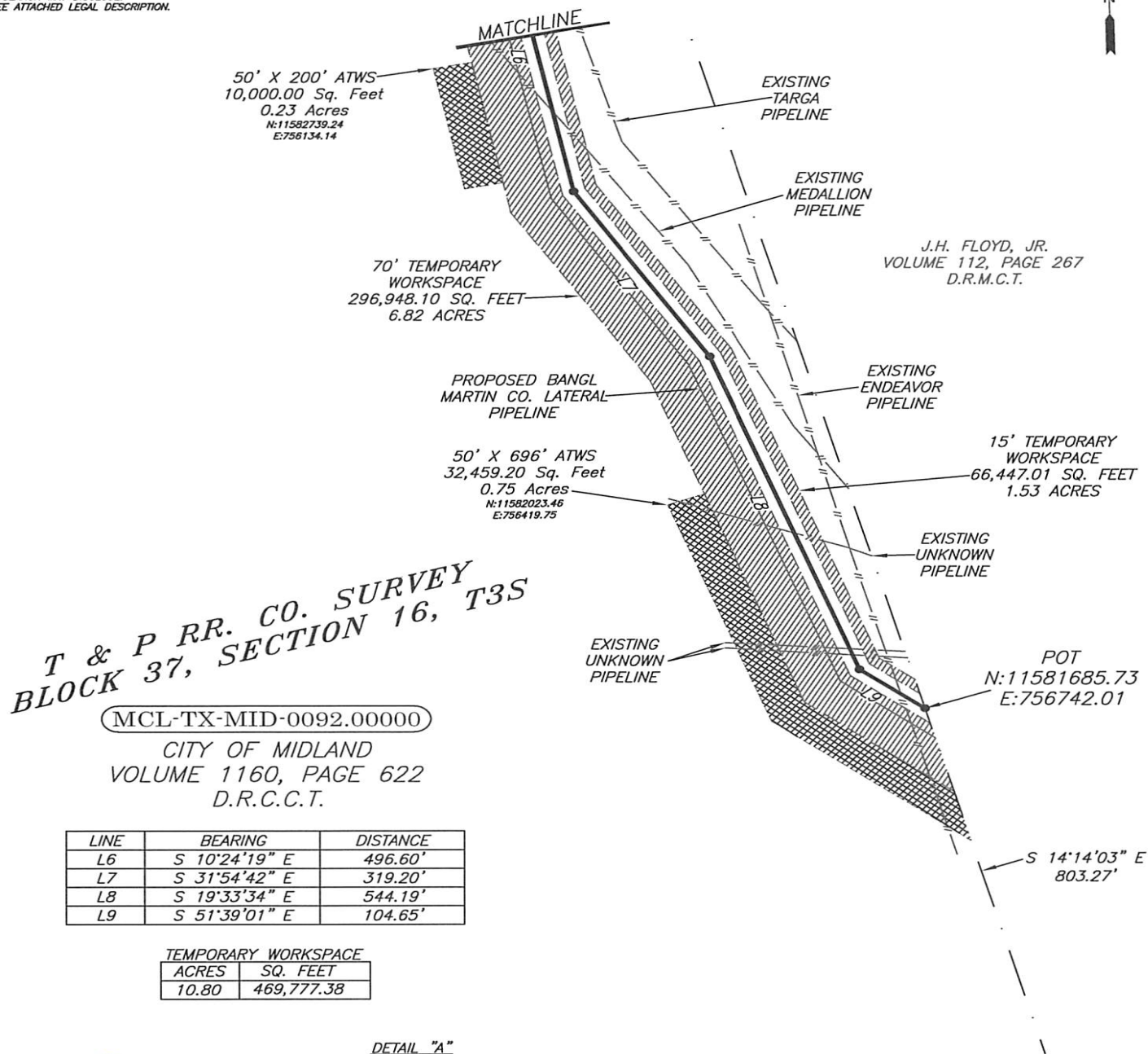
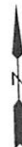
SITUATED IN THE
 CITY OF MIDLAND
 PROPERTY
 T & P RR COMPANY SURVEY
 BLOCK 37, SECTION 16, T3S
 MIDLAND COUNTY, TEXAS

JOB: WHISTLER MARTIN COUNTY LATERAL	DATE: 02/19/2022	CHECKED: DAW
AFE: 21201	DATE: 07/26/2022	REV: #1 07/13/2022

NOTES:
 1. BASIS OF BEARING IS NAD 83, ZONE UTM 14 COORDINATE SYSTEM.
 2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
 3. SEE ATTACHED LEGAL DESCRIPTION.

EXHIBIT "A"

4 OF 4



**T & P RR. CO. SURVEY
 BLOCK 37, SECTION 16, T3S**

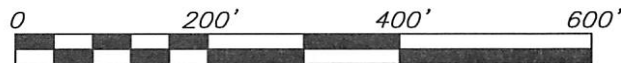
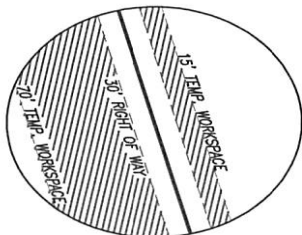
MCL-TX-MID-0092.00000

CITY OF MIDLAND
 VOLUME 1160, PAGE 622
 D.R.C.C.T.

LINE	BEARING	DISTANCE
L6	S 10°24'19" E	496.60'
L7	S 31°54'42" E	319.20'
L8	S 19°33'34" E	544.19'
L9	S 51°39'01" E	104.65'

TEMPORARY WORKSPACE	
ACRES	SQ. FEET
10.80	469,777.38

DETAIL "A"
 N.T.S.



I, DAVID A. WRISLEY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS TRUE AND CORRECT OF A SURVEY MADE ON THE GROUND.

David A. Wisley 7-13-22

DAVID A. WRISLEY
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 5087



JN SERVICES, LTD
 1525 GARDNER ROAD
 MIDLAND, TX 79707
 FIRM LICENSE # 10194071
 817-501-3847

CENTERLINE FOOTAGE: 4,474.60'

RODS: 271.19

8.21

WHISTLER
 PIPELINE

30' PIPELINE RIGHT OF WAY LICENSE

SITUATED IN THE
 CITY OF MIDLAND
 PROPERTY
 T & P RR COMPANY SURVEY
 BLOCK 37, SECTION 16, T3S
 MIDLAND COUNTY, TEXAS

JOB: WHISTLER MARTIN COUNTY LATERAL

A/E: 21201

DATE: 02/19/2022

REV: #1 07/13/2022

CHECKED: DAW



CERTIFICATE OF LIABILITY INSURANCE

5/18/2023

DATE (MM/DD/YYYY)
7/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Employers Insurance Company of Wausau		21458
INSURER B: Liberty Insurance Corporation		42404
INSURER C: Liberty Mutual Fire Insurance Company		23035
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
1461468 Whistler Pipeline LLC
100 Congress, Suite 2200
Austin TX 78701

COVERAGES

CERTIFICATE NUMBER: 18712258

REVISION NUMBER: XXXXXXXX

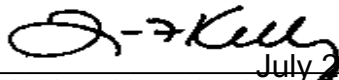
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	TBC-641-445638-032	5/18/2022	5/18/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$	
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	AS2-641-445638-022	5/18/2022	5/18/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX	
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	TH7-641-445638-042	5/18/2022	5/18/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Y	WCC-641-445638-012	5/18/2022	5/18/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION See Attachment

18712258 City of Midland, Texas, a home-rule municipal corporation PO Box 1152 Midland TX 79702	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  8.22 July 26, 2022
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PACKET

ACORD 25 (2016/03)

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All policies (except Workers' Compensation/EL) include a blanket automatic additional insured [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

All policies include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

RIGHT OF WAY LICENSE

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

Date: July 26, 2022

Licensor: CITY OF MIDLAND, TEXAS, a home-rule municipal corporation

Licensor's Representative: Robert Patrick, City Manager

Licensor's Mailing Address: P.O. Box 1152
Midland, Texas 79702

Licensee: Whistler Pipeline LLC,
a Delaware limited liability company

Licensee's Representative: Glenn Kellison

Licensee's Mailing Address: 100 Congress Avenue, Suite 2200
Austin, Texas 78701

Property: As described in Article III below

License Number: 22-329-003

Licensee desires use of certain Property (as defined below) owned by Licensor in Midland County, Texas, for purposes set forth below. Licensee acknowledges and agrees that it must obtain a license (the "License") in order to use the public lands of Licensor.

W I T N E S S E T H:

For and in consideration of the execution of this license (this "License") and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

I. Term

A. Initial Term. This License shall be for a term of one (1) year (the "Initial Term"), commencing on the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

B. Renewal Term(s). This License shall automatically renew annually for an additional term of one (1) year (the “Renewal Term”), upon the written request of Licensee received by Licensor at least sixty (60) days prior to the expiration of the Term then in effect. The granting of consent for the Renewal Term(s) shall be in the sole discretion of the applicable governing body and/or officials of Licensor.

C. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days’ written notice to Licensee. The parties to this License understand and agree that it is in Licensor’s sole discretion to terminate this License during the term of this License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of this License. All work and services under this License shall be suspended upon termination of this License.

Upon expiration or termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface of the Property shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor’s Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred eighty (180) days after the expiration or termination of this License. All of the terms, provisions and requirements of this paragraph shall survive the expiration or termination of this License.

II. Financial Consideration

A. License Fee. The license fee for the Initial Term in the amount of THREE HUNDRED FORTY-THREE THOUSAND THREE HUNDRED EIGHT and 75/100 Dollars (\$343,308.75) shall be due and payable on or prior to the Commencement Date of this License (“License Fee”). For any Renewal Term, a License Fee for the Renewal Term, adjusted as set forth in Article II.F below, shall be payable by Licensee to Licensor on or prior to the first day of the Renewal Term.

In the event Licensor terminates this License pursuant to the provisions of Section I.C., Licensor agrees to refund to Licensee a pro rata share of the License Fee actually paid by Licensee to Licensor for that portion of the remaining term that is being terminated. For the avoidance of doubt, the amount of any refund payable to Licensee pursuant to this paragraph shall be determined net of any costs or expenses incurred by Licensor in connection with Licensee’s unfulfilled obligations under this License (if any).

B. Surface Damage Fee. Purposefully omitted.

C. Application Fee. On or prior to the Commencement Date of this License, Licensee shall pay a non-refundable one-time fee of One Thousand and No/100 Dollars (\$1,000.00) to Licensors Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for this License.

D. Fee Adjustment. Prior to commencement of any Renewal Term, Licensor and Licensee shall negotiate in good faith to agree to an adjustment of the License Fee payable by Licensee to Licensor for the Renewal Term. If Licensor and Licensee are unable to reach an agreement regarding an adjustment to the License Fee for the Renewal Term, then the License Fee for the Renewal Term shall be determined by Licensor in its sole discretion, provided that any increase in the new License Fee shall not exceed twenty-five percent (25%) of the License Fee paid for the Initial Term.

E. Delivery of Payment. Payment of the above fees shall be made to Licensor at the office of Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. Payment of the above fees shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

F. Late Payment. Licensee's failure to make payment of any of the above fees within thirty (30) days after such fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%) of such fee.

III. Use

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon the Property, being one hundred fifteen feet (115') in width of the pipeline location as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing, thereon, along the herein described pipeline locations, a steel pipeline, not to exceed thirty-six inches (36") in diameter, and a 31,500-square-foot surface site, for the transportation of natural gas, natural gas liquids, and its and their constituents and byproducts and to have the right of ingress and egress at convenient points for such purpose, and said construction width shall revert to thirty feet (30') after the pipeline is laid (the "Property"). **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline(s) and facilities described herein. The parties agree Licensee's failure to provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline(s) and facilities described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.**

B. Road Repair. Licensee covenants and agrees that it will repair, at its own expense, any of Licensor's roads that Licensee, its employees, contractors, representatives, agents or assigns damage on Licensor's property, so that such roads will comply with Licensor's standard specifications.

C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines, water meters and other utility lines owned by Licensor that Licensee, its employees, contractors, representatives, agents or assigns, damage so that such

water lines, sewer lines, water meters and other utility lines shall comply with Licensor's standard specifications.

D. Pipeline Depth. Licensee covenants and agrees that it will bury the pipeline to be constructed hereunder no less than thirty-six inches (36") in depth. All backfill used in burying such pipeline shall be compacted to a density of ninety percent (90%), except where such pipeline crosses under a paved or traveled portion of any City of Midland right of way where such backfill shall be compacted to a density of ninety-five percent (95%). Licensor shall be afforded the opportunity to test the density on all backfill. Notwithstanding any provision to the contrary contained herein, Licensee covenants and agrees that, at any point that Licensee's pipeline intersects with a City of Midland utility line location, the pipeline shall be bored at a depth of at least (i) nine (9) feet under all City of Midland water utility lines and (ii) two (2) feet under all City of Midland sewer utility lines. Licensee agrees that it shall comply with 30 Tex. Admin. Code § 290.44(e), as amended, to the extent applicable to this License.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, Licensee shall first obtain written approval of the specifications therefor from Licensor's Representative, which approval shall be at Licensor's Representative's sole discretion.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S PIPELINE ARISING OUT OF THE NEGLIGENCE BY LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS.** If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. In connection with any such changes Licensor agrees to use commercially reasonable efforts to minimize the portion(s) of the pipeline or permitted facilities or structures that must be moved. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee. However, Licensor agrees not to grant other easements crossing the surface site, as such surface site is exclusive to Licensee during the term of this License.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances associated with the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically terminate and revert to Licensor, its successors or assigns, free and clear of any right, title, or interest of Licensee.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, alter, replace or remove any pipeline built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, if Licensor does not respond to Licensee within four (4) weeks, such request shall be deemed approved. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor work day. If not on a work day, Licensee shall notify Licensor's Representative on the first work day after repairs have begun.

J. Gates and Fences. Without altering or expanding the limitations on ingress, egress and access to the Property set forth in Paragraph A. of Article III above, Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed". Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express prior consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License.

K. Trash. Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall be promptly removed from the Property.

L. Hunting, Fishing and Alcohol Prohibited. No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct

any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used, except for during construction operations.

N. Additional Reservations. Licensor reserves the right to use the surface, subsurface or airspace on, below or above the land covered by this License for any purpose allowed by law and deemed necessary or proper by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through any portion of the Property. In the event of such work in connection with said purposes it shall be deemed necessary or proper by Licensor, at Licensor's sole discretion, to alter, change, or relocate any pipeline, property, or casing of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor, without any claim for reimbursement for the cost of the alteration, change or relocation or for damages against Licensor. The relocation, change or alteration shall be at the sole cost of Licensee. In connection with any such changes Licensor agrees to use commercially reasonable efforts to minimize the portion(s) of the pipeline or permitted facilities or structures that must be relocated, changed or altered. Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration, change or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments. Without limiting the foregoing, Licensor expressly reserves the full right to grant other licenses, easements and/or rights-of-way in, on, across, along, over, under or through all or any portion of the Property. Licensor expressly reserves the right to use and grant to third parties the right to use all or any portion of the Property and the surface, subsurface or airspace on, below or above the Property for any purpose.

O. Surface Site. The surface site herein may be used for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing above and below the surface of the ground, pipelines, valves, risers, vents, cables, meters, pigging equipment, alternating current mitigation equipment, solar power facilities, cathodic protection equipment, and other appurtenances to the pipeline. Licensee may fence only the area of the surface site and install and maintain a gate or gates in the fence, and Licensee may lay a caliche base on the surface of the surface site.

IV. Standard General Conditions

A. Insurance. Licensee shall at all times during the term of this License maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

■ Personal Injury: \$1,000,000.00 per person

■ Property Damage:	\$1,000,000.00 per occurrence \$100,000.00 per occurrence
<i>Business Automobile Liability:</i>	\$1,000,000.00 combined single limit-- Personal Injury and Property Damage
<i>Workers' Compensation:</i>	Statutory limits
<i>Employers' Liability:</i>	\$1,000,000.00 per accident or occurrence
<i>Umbrella Liability:</i>	\$10,000,000.00 each occurrence \$10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall include Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of \$1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall include Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

All insurance required pursuant to this License, except for Worker's Compensation Insurance, shall include Licensor as an additional insured. All insurance required pursuant to this License, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to Licensor. The parties agree that, prior to the execution of this License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. Licensor shall determine, in its sole discretion, whether such requirements have been satisfied.

Licensor shall be provided written notice by Licensee not later than thirty (30) days prior to any reduction or termination of such coverage. Licensor shall not be required to provide any insurance whatsoever pursuant to this License.

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required herein. Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE, ITS SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, PROTECT,

DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S REPRESENTATIVES, AGENTS, ATTORNEYS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) THIS LICENSE, LICENSEE'S USE OF OR ACTIVITIES ON THE PROPERTY OR ANY OTHER PROPERTY OWNED BY LICENSOR, OR ANY ACT OR OMISSION OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "LIABILITIES"), EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF ANY INDEMNITEE. LICENSEE SHALL PROMPTLY ADVISE LICENSOR OF ANY ACTION, ADMINISTRATIVE OR LEGAL PROCEEDING OR INVESTIGATION TO WHICH THIS INDEMNIFICATION MAY APPLY, AND OF WHICH LICENSEE HAS RECEIVED NOTICE, AND LICENSEE, AT LICENSEE'S EXPENSE, SHALL ASSUME ON BEHALF OF LICENSOR (AND THE OTHER INDEMNITEES) AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE THEREOF WITH COUNSEL REASONABLY SATISFACTORY TO LICENSOR; PROVIDED, HOWEVER, THAT ANY INDEMNITEE SHALL HAVE THE RIGHT, AT ITS OPTION, TO BE REPRESENTED THEREIN BY COUNSEL OF ITS OWN SELECTION AND AT ITS OWN EXPENSE. IN THE EVENT OF FAILURE BY LICENSEE TO ASSUME THE DEFENSE OF LICENSOR IN ACCORDANCE WITH THIS INDEMNIFICATION, LICENSOR, AT ITS OPTION, AND WITHOUT RELIEVING LICENSEE OF ITS OBLIGATION HEREUNDER, MAY ASSUME SUCH DEFENSE, AFTER WRITTEN NOTICE THEREOF TO LICENSEE AND LICENSEE'S FAILURE TO RESPOND THERETO WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE (SAID TEN (10) DAY PERIOD SHALL NOT APPLY IN ANY CASE WHERE IMMEDIATE ANSWERS, RESPONSES, OR OTHER AFFIRMATIVE ACTION IS REQUIRED TO PRESERVE THE RIGHTS OF LICENSOR) BUT ALL REASONABLE COSTS AND EXPENSES SO INCURRED BY LICENSOR IN THAT EVENT SHALL BE REIMBURSED BY LICENSEE TO LICENSOR, TOGETHER WITH INTEREST ON THE SAME FROM THE DATE ANY SUCH EXPENSE WAS PAID BY LICENSOR UNTIL REIMBURSED BY LICENSEE, AT THE RATE OF INTEREST PROVIDED TO BE PAID ON JUDGMENTS, BY THE LAWS OF THE STATE OF TEXAS.

WITHOUT LIMITING THE FOREGOING, LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY, PROTECT, DEFEND AND SAVE LICENSOR HARMLESS FROM ANY AND ALL CLAIMS, LIENS, JUDGMENTS, SUITS, CAUSES OF ACTION, AND DEMANDS OF ANY SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR FURNISHERS OF MACHINERY AND PARTS THEREOF,

EQUIPMENT, POWER TOOLS, OR SUPPLIES, IN CONNECTION WITH THE CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE PIPELINE OR OTHER PERMITTED FACILITIES OR STRUCTURES DESCRIBED HEREIN.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE SHALL INDEMNIFY, PROTECT AND HOLD HARMLESS AND DEFEND EACH INDEMNITEE FROM ALL LIABILITIES, SUITS, ACTIONS, CLAIMS, DAMAGES, CAUSES OF ACTION, CHARGES, JUDGMENTS, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF ANY INDEMNITEE, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', REPRESENTATIVES', AGENTS', CONTRACTORS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE, INCLUDING, WITHOUT LIMITATION, SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE OR PERMITTED FACILITIES OR STRUCTURES ON LICENSOR'S PROPERTY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY INDEMNITEE, INCLUDING RELATED ATTORNEY'S FEES.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE, ITS SUCCESSORS AND ASSIGNS, SHALL INDEMNIFY, PROTECT, DEFEND AND HOLD INDEMNITEES HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) (i) FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, THE "INDEMNIFYING PARTIES"), TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN

CONNECTION WITH OR RELATED TO ANY INDEMNIFYING PARTY'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR (ii) ANY INDEMNIFYING PARTY'S HANDLING, STORING, RELEASING OR TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

IT IS THE INTENTION OF THE PARTIES HERETO THAT THE PROVISIONS OF THIS INDEMNIFICATION SHALL APPLY TO AND PROTECT EACH INDEMNITEE FROM THE CONSEQUENCES OF STRICT LIABILITY IMPOSED OR THREATENED TO BE IMPOSED ON SUCH INDEMNITEE, AS WELL AS FROM THE CONSEQUENCES OF THE NEGLIGENCE OF ANY INDEMNITEE, WHETHER OR NOT THAT NEGLIGENCE IS A CONTRIBUTING OR CONCURRING CAUSE OF ANY LIABILITY INDEMNIFIED AGAINST IN THIS ARTICLE IV.B.

THE TERMS, PROVISIONS, REQUIREMENTS AND OBLIGATIONS OF THIS ARTICLE IV.B. SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS LICENSE, AND SHALL NOT BE LIMITED BY OR TO DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEES' BENEFIT ACTS.

C. Assignment. The provisions of this License shall inure to the benefit of and be binding upon Licensor and Licensee and their respective successors and permitted assigns. The rights and privileges granted by Licensor under this License inure to the benefit of Licensee. No rights, privileges or obligations hereunder shall be assignable by Licensee without the express prior written consent of Licensor. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager. Notwithstanding the foregoing, Licensee may assign this License, in whole, without the consent of Licensor, to any: (i) entity that, directly or indirectly, in whole or in part, owns or controls, is owned or controlled by, or is under the common ownership or control of, Licensee; or (ii) any person, bank, financing institution or other lender, or groups thereof, as security for amounts payable under any financing or other arrangements under which Licensee has borrowed funds. Licensee will remain responsible for any obligations it incurs under this License prior to any assignment and will ensure that its assignee agrees, in writing, to be bound by the terms of this License, including but not limited to, the insurance requirements set forth hereinabove.

D. Independent Contractor. It is expressly understood and agreed that Licensee shall perform all work described herein as an independent contractor and not as an officer, agent, servant or employee of Licensor; that Licensee shall have exclusive control of and the exclusive right to control the details of the work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work described hereunder shall be considered an officer, agent, servant or employee of Licensor. Further, it is specifically understood and agreed that nothing in this License is intended or shall be construed as creating a "Community of

Pecuniary Interest” or “An Equal Right of Control” which would give rise to vicarious liability. Licensee shall be an independent contractor under this License and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee’s work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way. The provisions of this subparagraph (D.) shall not be deemed or construed as contradicting, limiting or conflicting with the provisions of subparagraph (M.) below.

E. Attorney Fees. SHOULD LICENSOR BE REQUIRED TO RESORT TO EMPLOYMENT OF ATTORNEYS TO ENFORCE THIS LICENSE, OR ANY OF ITS RIGHTS UNDER THIS LICENSE, LICENSOR SHALL BE ENTITLED TO REIMBURSEMENT FROM LICENSEE FOR LICENSOR’S ATTORNEYS’ FEES. LICENSEE SHALL REIMBURSE LICENSOR FOR LICENSOR’S ATTORNEYS’ FEES INCURRED IN CONNECTION WITH THE PREPARATION AND NEGOTIATION OF THIS LICENSE NOT TO EXCEED TEN THOUSAND DOLLARS (\$10,000.00). BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF ATTORNEY’S FEES, WHICH ARE IN ANY WAY RELATED TO THIS LICENSE, OR THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE. WITHOUT LIMITING THE FOREGOING, LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, OR TO THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY’S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

LICENSEE AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING, KNOWN RIGHT. LICENSEE ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS LICENSE. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN LICENSOR AND LICENSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY, TO THE EXTENT SUCH IMMUNITY EXISTS.

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

F. Governing Law & Venue. All performance and payments made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License or the performance of this

License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

G. Release. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS LICENSE, LICENSEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES LICENSOR, AND LICENSOR'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH LICENSEE HAS OR MIGHT HAVE IN THE FUTURE RELATED TO THIS LICENSE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR LICENSOR'S ORDINARY NEGLIGENCE.

H. Governmental Immunity. To the extent governmental immunity exists, by executing this License, Licensor is not waiving its right of governmental immunity. Licensor is retaining its immunity from suit. Licensor is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY SHOULD SUCH IMMUNITY APPLY.**

I. Third Party Beneficiary. Except as provided in Article IV.B. above with respect to Indemnitees, (i) Licensor's granting of this License does not create any third party beneficiary, (ii) there is no third party beneficiary to this License, and (iii) no person or entity who is not a party to this License shall have any third party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. Without limiting the provisions of Article IV.G. above, as a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager or other such official of Licensor within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves

the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Licensee's failure to comply with the requirements herein shall perpetually bar Licensee's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Licenser has actual or constructive notice or knowledge of said claim or alleged damages. Licensee agrees that the requirements of this entire License are reasonable.

L. Consideration. The terms of this License are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties hereto agree that this License does not constitute a "Contract" for providing goods and/or services to Licenser as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licenser does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licenser expressly does not consent to be sued or be liable. To the maximum extent allowed by law, nothing in this License constitutes a waiver of Licenser's governmental immunity and the parties hereto expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licenser's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licenser's governmental immunity for the benefit of any third party lacking privity to this License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, or maintain Licenser's facilities or structures described herein, rather, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose, but does not require the use of the Property for a specific purpose. Licensee is not providing a service to Licenser. Licensee is paying Licenser for temporary rights in real property, not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licenser's governmental immunity, to the extent such immunity exists.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licenser. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of

archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensors and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensors or the Commission.

P. Memorandum of Right of Way License. Licensors and Licensee have executed a Memorandum of Right of Way License in the form attached hereto as **Exhibit B**, dated of even date herewith, for recording in the records of the counties in which the Property is located, to give record notice of this Right of Way License. This Right of Way License shall not be recorded except with the prior written consent of Licensors.

Q. Waiver. No waiver of any of the provisions of this License shall be deemed or constitute a waiver of any other provisions of this License, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Likewise, the failure of Licensors to enforce any provision of this License shall not be deemed nor shall constitute a waiver of the right of Licensors to enforce such provision.

R. Counterpart Execution. This License may be executed in several counterparts, and any such agreement shall be deemed an original for all intents and purposes.

S. No Release of Liability. Notwithstanding anything to the contrary contained in this License, the termination or expiration of this License shall not relieve Licensee of any liability, duty or obligation under this License, nor shall it preclude Licensors from asserting any right to specific performance, damages or any other rights or remedies to which Licensors may be entitled. Upon termination or expiration of this License for any reason, Licensee shall execute and deliver a recordable release of this License to Licensors in form and substance satisfactory to Licensors.

T. Entire Agreement. This License constitutes the entire agreement between Licensors and Licensee concerning the subject matter hereof, superseding all negotiations, prior discussions, prior licenses and prior agreements and understandings related to the subject matter hereof. This License may only be amended by written instrument executed by Licensors and Licensee.

(Signature Pages to Follow)

**LICENSOR:
CITY OF MIDLAND, TEXAS**

By: _____
Robert Patrick, City Manager

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT AND
COMPLETENESS:

Carl Craig, Director of Utilities

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

LICENSEE:
Whistler Pipeline LLC,
a Delaware limited liability company

By: _____
Printed Name: Glenn Kellison
Title: SVP - Engineering

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2022 personally appeared Glenn Kellison an officer of Whistler Pipeline LLC, a Delaware limited liability company known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2022.

Notary Public, State of Texas

EXHIBIT A

Attached to that certain Right of Way License
between the City of Midland, Texas, as “Licensor”
and
Whistler Pipeline LLC, as “Licensee”

Property

(see attached)

Attached to that certain Right of Way License
between the City of Midland, Texas, as “Licensor”
and
Whistler Pipeline LLC, as “Licensee”

STATE OF TEXAS §
COUNTY OF MIDLAND §

document for recording purposes and a single counterpart containing additional signature and acknowledgment pages from the other counterparts may be executed and recorded.

IN WITNESS WHEREOF, this Memorandum is executed as of the dates of the acknowledgments of the respective parties, but effective as of _____, 20__.

LICENSOR:

CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, City Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me this ____ day of _____, 20__, by Robert Patrick, City Manager of the City of Midland, Texas, a home rule municipal corporation, on behalf of said entity.

Notary Public – State of Texas

LICENSEE:
Whistler Pipeline LLC,
a Delaware limited liability company

By: _____
Printed Name: Glenn Kellison
Title: SVP - Engineering

THE STATE OF TEXAS

§
§
§

COUNTY OF _____

BEFORE ME, the undersigned authority, on this ____ day of _____, 2022 personally appeared Glenn Kellison an officer of Whistler Pipeline LLC, a Delaware limited liability company known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2022.

Notary Public, State of Texas

EXHIBIT A

Attached to that certain Memorandum of Right of Way License
between the City of Midland, Texas, as “Licensor”
and
Whistler Pipeline LLC, as “Licensee”

Property

(see attached)

RIGHT OF WAY LICENSE

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

Date: July 26, 2022

Licensor: CITY OF MIDLAND, TEXAS, a home-rule municipal corporation

Licensor's Representative: Robert Patrick, City Manager

Licensor's Mailing Address: P.O. Box 1152
Midland, Texas 79702

Licensee: Whistler Pipeline LLC,
a Delaware limited liability company

Licensee's Representative: Glenn Kellison

Licensee's Mailing Address: 100 Congress Avenue, Suite 2200
Austin, Texas 78701

Property: As described in Article III below

License Number: 22-329-022

Licensee desires use of certain Property (as defined below) owned by Licensor in Midland County, Texas, for purposes set forth below. Licensee acknowledges and agrees that it must obtain a license (the "License") in order to use the public lands of Licensor.

W I T N E S S E T H:

For and in consideration of the execution of this license (this "License") and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

I. Term

A. Initial Term. This License shall be for a term of one (1) year (the "Initial Term"), commencing on the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

B. Renewal Term(s). This License shall automatically renew annually for an additional term of one (1) year (the “Renewal Term”), upon the written request of Licensee received by Licensor at least sixty (60) days prior to the expiration of the Term then in effect. The granting of consent for the Renewal Term(s) shall be in the sole discretion of the applicable governing body and/or officials of Licensor.

C. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days’ written notice to Licensee. The parties to this License understand and agree that it is in Licensor’s sole discretion to terminate this License during the term of this License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of this License. All work and services under this License shall be suspended upon termination of this License.

Upon expiration or termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface of the Property shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor’s Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred eighty (180) days after the expiration or termination of this License. All of the terms, provisions and requirements of this paragraph shall survive the expiration or termination of this License.

II. Financial Consideration

A. License Fee. The license fee for the Initial Term in the amount of ONE THOUSAND EIGHT HUNDRED TEN and 20/100 Dollars (\$1,810.20) shall be due and payable on or prior to the Commencement Date of this License (“License Fee”). For any Renewal Term, a License Fee for the Renewal Term, adjusted as set forth in Article II.F below, shall be payable by Licensee to Licensor on or prior to the first day of the Renewal Term.

In the event Licensor terminates this License pursuant to the provisions of Section I.C., Licensor agrees to refund to Licensee a pro rata share of the License Fee actually paid by Licensee to Licensor for that portion of the remaining term that is being terminated. For the avoidance of doubt, the amount of any refund payable to Licensee pursuant to this paragraph shall be determined net of any costs or expenses incurred by Licensor in connection with Licensee’s unfulfilled obligations under this License (if any).

B. Surface Damage Fee. Purposefully omitted.

C. Application Fee. On or prior to the Commencement Date of this License, Licensee shall pay a non-refundable one-time fee of One Thousand and No/100 Dollars (\$1,000.00) to Licensor's Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for this License.

D. Fee Adjustment. Prior to commencement of any Renewal Term, Licensor and Licensee shall negotiate in good faith to agree to an adjustment of the License Fee payable by Licensee to Licensor for the Renewal Term. If Licensor and Licensee are unable to reach an agreement regarding an adjustment to the License Fee for the Renewal Term, then the License Fee for the Renewal Term shall be determined by Licensor in its sole discretion, provided that any increase in the new License Fee shall not exceed twenty-five percent (25%) of the License Fee paid for the Initial Term.

E. Delivery of Payment. Payment of the above fees shall be made to Licensor at the office of Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. Payment of the above fees shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

F. Late Payment. Licensee's failure to make payment of any of the above fees within thirty (30) days after such fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%) of such fee.

III. Use

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon the Property, being one hundred feet (100') in width of the pipeline location as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing, thereon, along the herein described locations, a twenty (20) foot wide road and an additional twenty (20) foot wide temporary road to be only used during construction of the pipeline, together with the right of ingress and egress at convenient points for such purpose, and said construction width shall revert to twenty (20) feet after placing and construction are completed (the "Property"). **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline(s) and facilities described herein. The parties agree Licensee's failure to provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline(s) and facilities described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.**

B. Road Repair. Licensee covenants and agrees that it will repair, at its own expense, any of Licensor's roads that Licensee, its employees, contractors, representatives, agents or assigns damage on Licensor's property, so that such roads will comply with Licensor's standard specifications.

C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines, water meters and other utility lines owned by Licensor that Licensee, its employees, contractors, representatives, agents or assigns, damage so that such

water lines, sewer lines, water meters and other utility lines shall comply with Licensor's standard specifications.

D. Pipeline Depth. Licensee covenants and agrees that it will bury the pipeline to be constructed hereunder no less than thirty-six inches (36") in depth. All backfill used in burying such pipeline shall be compacted to a density of ninety percent (90%), except where such pipeline crosses under a paved or traveled portion of any City of Midland right of way where such backfill shall be compacted to a density of ninety-five percent (95%). Licensor shall be afforded the opportunity to test the density on all backfill. Notwithstanding any provision to the contrary contained herein, Licensee covenants and agrees that, at any point that Licensee's pipeline intersects with a City of Midland utility line location, the pipeline shall be bored at a depth of at least (i) nine (9) feet under all City of Midland water utility lines and (ii) two (2) feet under all City of Midland sewer utility lines. Licensee agrees that it shall comply with 30 Tex. Admin. Code § 290.44(e), as amended, to the extent applicable to this License.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, Licensee shall first obtain written approval of the specifications therefor from Licensor's Representative, which approval shall be at Licensor's Representative's sole discretion.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S PIPELINE ARISING OUT OF THE NEGLIGENCE BY LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS.** If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. In connection with any such changes Licensor agrees to use commercially reasonable efforts to minimize the portion(s) of the pipeline or permitted facilities or structures that must be moved. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances

associated with the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically terminate and revert to Licensor, its successors or assigns, free and clear of any right, title, or interest of Licensee.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, alter, replace or remove any pipeline built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, if Licensor does not respond to Licensee within four (4) weeks, such request shall be deemed approved. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor work day. If not on a work day, Licensee shall notify Licensor's Representative on the first work day after repairs have begun.

J. Gates and Fences. Without altering or expanding the limitations on ingress, egress and access to the Property set forth in Paragraph A. of Article III above, Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed". Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express prior consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License.

K. Trash. Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall be promptly removed from the Property.

L. Hunting, Fishing and Alcohol Prohibited. No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time.

Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used, except for during construction operations.

N. Additional Reservations. Licensor reserves the right to use the surface, subsurface or airspace on, below or above the land covered by this License for any purpose allowed by law and deemed necessary or proper by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through any portion of the Property. In the event of such work in connection with said purposes it shall be deemed necessary or proper by Licensor, at Licensor's sole discretion, to alter, change, or relocate any pipeline, property, or casing of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor, without any claim for reimbursement for the cost of the alteration, change or relocation or for damages against Licensor. The relocation, change or alteration shall be at the sole cost of Licensee. In connection with any such changes Licensor agrees to use commercially reasonable efforts to minimize the portion(s) of the pipeline or permitted facilities or structures that must be relocated, changed or altered. Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration, change or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments. Without limiting the foregoing, Licensor expressly reserves the full right to grant other licenses, easements and/or rights-of-way in, on, across, along, over, under or through all or any portion of the Property. Licensor expressly reserves the right to use and grant to third parties the right to use all or any portion of the Property and the surface, subsurface or airspace on, below or above the Property for any purpose.

IV. Standard General Conditions

A. Insurance. Licensee shall at all times during the term of this License maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

- Personal Injury: \$1,000,000.00 per person
\$1,000,000.00 per occurrence
- Property Damage: \$100,000.00 per occurrence

Business Automobile Liability: \$1,000,000.00 combined single limit--
Personal Injury and Property Damage

Workers' Compensation: Statutory limits

Employers' Liability: \$1,000,000.00 per accident or occurrence

Umbrella Liability: \$10,000,000.00 each occurrence
\$10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall include Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of \$1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall include Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

All insurance required pursuant to this License, except for Worker's Compensation Insurance, shall include Licensor as an additional insured. All insurance required pursuant to this License, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to Licensor. The parties agree that, prior to the execution of this License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. Licensor shall determine, in its sole discretion, whether such requirements have been satisfied.

Licensor shall be provided written notice by Licensee not later than thirty (30) days prior to any reduction or termination of such coverage. Licensor shall not be required to provide any insurance whatsoever pursuant to this License.

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required herein. Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE, ITS SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S REPRESENTATIVES, AGENTS, ATTORNEYS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN

ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) THIS LICENSE, LICENSEE'S USE OF OR ACTIVITIES ON THE PROPERTY OR ANY OTHER PROPERTY OWNED BY LICENSOR, OR ANY ACT OR OMISSION OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "LIABILITIES"), EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF ANY INDEMNITEE. LICENSEE SHALL PROMPTLY ADVISE LICENSOR OF ANY ACTION, ADMINISTRATIVE OR LEGAL PROCEEDING OR INVESTIGATION TO WHICH THIS INDEMNIFICATION MAY APPLY, AND OF WHICH LICENSEE HAS RECEIVED NOTICE, AND LICENSEE, AT LICENSEE'S EXPENSE, SHALL ASSUME ON BEHALF OF LICENSOR (AND THE OTHER INDEMNITEES) AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE THEREOF WITH COUNSEL REASONABLY SATISFACTORY TO LICENSOR; PROVIDED, HOWEVER, THAT ANY INDEMNITEE SHALL HAVE THE RIGHT, AT ITS OPTION, TO BE REPRESENTED THEREIN BY COUNSEL OF ITS OWN SELECTION AND AT ITS OWN EXPENSE. IN THE EVENT OF FAILURE BY LICENSEE TO ASSUME THE DEFENSE OF LICENSOR IN ACCORDANCE WITH THIS INDEMNIFICATION, LICENSOR, AT ITS OPTION, AND WITHOUT RELIEVING LICENSEE OF ITS OBLIGATION HEREUNDER, MAY ASSUME SUCH DEFENSE, AFTER WRITTEN NOTICE THEREOF TO LICENSEE AND LICENSEE'S FAILURE TO RESPOND THERETO WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE (SAID TEN (10) DAY PERIOD SHALL NOT APPLY IN ANY CASE WHERE IMMEDIATE ANSWERS, RESPONSES, OR OTHER AFFIRMATIVE ACTION IS REQUIRED TO PRESERVE THE RIGHTS OF LICENSOR) BUT ALL REASONABLE COSTS AND EXPENSES SO INCURRED BY LICENSOR IN THAT EVENT SHALL BE REIMBURSED BY LICENSEE TO LICENSOR, TOGETHER WITH INTEREST ON THE SAME FROM THE DATE ANY SUCH EXPENSE WAS PAID BY LICENSOR UNTIL REIMBURSED BY LICENSEE, AT THE RATE OF INTEREST PROVIDED TO BE PAID ON JUDGMENTS, BY THE LAWS OF THE STATE OF TEXAS.

WITHOUT LIMITING THE FOREGOING, LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY, PROTECT, DEFEND AND SAVE LICENSOR HARMLESS FROM ANY AND ALL CLAIMS, LIENS, JUDGMENTS, SUITS, CAUSES OF ACTION, AND DEMANDS OF ANY SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, OR SUPPLIES, IN CONNECTION WITH THE CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE PIPELINE OR OTHER PERMITTED FACILITIES OR STRUCTURES DESCRIBED HEREIN.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE SHALL INDEMNIFY, PROTECT AND HOLD HARMLESS AND DEFEND EACH INDEMNITEE FROM ALL LIABILITIES, SUITS, ACTIONS, CLAIMS, DAMAGES, CAUSES OF ACTION, CHARGES, JUDGMENTS, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSES OF ANY CHARACTER

WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF ANY INDEMNITEE, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', REPRESENTATIVES', AGENTS', CONTRACTORS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE, INCLUDING, WITHOUT LIMITATION, SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE OR PERMITTED FACILITIES OR STRUCTURES ON LICENSOR'S PROPERTY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY INDEMNITEE, INCLUDING RELATED ATTORNEY'S FEES.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE, ITS SUCCESSORS AND ASSIGNS, SHALL INDEMNIFY, PROTECT, DEFEND AND HOLD INDEMNITEES HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) (i) FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, THE "INDEMNIFYING PARTIES"), TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY INDEMNIFYING PARTY'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR (ii) ANY INDEMNIFYING PARTY'S HANDLING, STORING, RELEASING OR TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

IT IS THE INTENTION OF THE PARTIES HERETO THAT THE PROVISIONS OF THIS INDEMNIFICATION SHALL APPLY TO AND PROTECT EACH INDEMNITEE FROM THE CONSEQUENCES OF STRICT LIABILITY IMPOSED OR THREATENED

TO BE IMPOSED ON SUCH INDEMNITEE, AS WELL AS FROM THE CONSEQUENCES OF THE NEGLIGENCE OF ANY INDEMNITEE, WHETHER OR NOT THAT NEGLIGENCE IS A CONTRIBUTING OR CONCURRING CAUSE OF ANY LIABILITY INDEMNIFIED AGAINST IN THIS ARTICLE IV.B.

THE TERMS, PROVISIONS, REQUIREMENTS AND OBLIGATIONS OF THIS ARTICLE IV.B. SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS LICENSE, AND SHALL NOT BE LIMITED BY OR TO DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEES' BENEFIT ACTS.

C. Assignment. The provisions of this License shall inure to the benefit of and be binding upon Licensor and Licensee and their respective successors and permitted assigns. The rights and privileges granted by Licensor under this License inure to the benefit of Licensee. No rights, privileges or obligations hereunder shall be assignable by Licensee without the express prior written consent of Licensor. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager. Notwithstanding the foregoing, Licensee may assign this License, in whole, without the consent of Licensor, to any: (i) entity that, directly or indirectly, in whole or in part, owns or controls, is owned or controlled by, or is under the common ownership or control of, Licensee; or (ii) any person, bank, financing institution or other lender, or groups thereof, as security for amounts payable under any financing or other arrangements under which Licensee has borrowed funds. Licensee will remain responsible for any obligations it incurs under this License prior to any assignment and will ensure that its assignee agrees, in writing, to be bound by the terms of this License, including but not limited to, the insurance requirements set forth hereinabove.

D. Independent Contractor. It is expressly understood and agreed that Licensee shall perform all work described herein as an independent contractor and not as an officer, agent, servant or employee of Licensor; that Licensee shall have exclusive control of and the exclusive right to control the details of the work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work described hereunder shall be considered an officer, agent, servant or employee of Licensor. Further, it is specifically understood and agreed that nothing in this License is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Licensee shall be an independent contractor under this License and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way. The provisions of this subparagraph (D.) shall not be deemed or construed as contradicting, limiting or conflicting with the provisions of subparagraph (M.) below.

E. Attorney Fees. SHOULD LICENSOR BE REQUIRED TO RESORT TO EMPLOYMENT OF ATTORNEYS TO ENFORCE THIS LICENSE, OR ANY OF ITS RIGHTS UNDER THIS LICENSE, LICENSOR SHALL BE ENTITLED TO REIMBURSEMENT FROM LICENSEE FOR LICENSOR'S ATTORNEYS' FEES. LICENSEE SHALL REIMBURSE LICENSOR FOR LICENSOR'S ATTORNEYS' FEES INCURRED IN CONNECTION WITH THE PREPARATION AND NEGOTIATION OF THIS LICENSE NOT TO EXCEED TEN THOUSAND DOLLARS (\$10,000.00). BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS LICENSE, OR THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE. WITHOUT LIMITING THE FOREGOING, LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, OR TO THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

LICENSEE AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING, KNOWN RIGHT. LICENSEE ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS LICENSE. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN LICENSOR AND LICENSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY, TO THE EXTENT SUCH IMMUNITY EXISTS.

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

F. Governing Law & Venue. All performance and payments made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License or the performance of this License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

G. Release. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS LICENSE, LICENSEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES LICENSOR, AND LICENSOR'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH LICENSEE HAS OR MIGHT HAVE IN THE FUTURE RELATED TO THIS LICENSE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR LICENSOR'S ORDINARY NEGLIGENCE.

H. Governmental Immunity. To the extent governmental immunity exists, by executing this License, Licensor is not waiving its right of governmental immunity. Licensor is retaining its immunity from suit. Licensor is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY SHOULD SUCH IMMUNITY APPLY.**

I. Third Party Beneficiary. Except as provided in Article IV.B. above with respect to Indemnitees, (i) Licensor's granting of this License does not create any third party beneficiary, (ii) there is no third party beneficiary to this License, and (iii) no person or entity who is not a party to this License shall have any third party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. Without limiting the provisions of Article IV.G. above, as a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager or other such official of Licensor within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Licensee's failure to comply with the requirements herein shall perpetually bar Licensee's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless

if Licensor has actual or constructive notice or knowledge of said claim or alleged damages. Licensee agrees that the requirements of this entire License are reasonable.

L. Consideration. The terms of this License are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties hereto agree that this License does not constitute a "Contract" for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the maximum extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties hereto expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third party lacking privity to this License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, or maintain Licensor's facilities or structures described herein, rather, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose, but does not require the use of the Property for a specific purpose. Licensee is not providing a service to Licensor. Licensee is paying Licensor for temporary rights in real property, not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity, to the extent such immunity exists.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

P. Memorandum of Right of Way License. Licensor and Licensee have executed a Memorandum of Right of Way License in the form attached hereto as Exhibit B, dated of even date herewith, for recording in the records of the counties in which the Property is located, to give

record notice of this Right of Way License. This Right of Way License shall not be recorded except with the prior written consent of Licensor.

Q. Waiver. No waiver of any of the provisions of this License shall be deemed or constitute a waiver of any other provisions of this License, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Likewise, the failure of Licensor to enforce any provision of this License shall not be deemed nor shall constitute a waiver of the right of Licensor to enforce such provision.

R. Counterpart Execution. This License may be executed in several counterparts, and any such agreement shall be deemed an original for all intents and purposes.

S. No Release of Liability. Notwithstanding anything to the contrary contained in this License, the termination or expiration of this License shall not relieve Licensee of any liability, duty or obligation under this License, nor shall it preclude Licensor from asserting any right to specific performance, damages or any other rights or remedies to which Licensor may be entitled. Upon termination or expiration of this License for any reason, Licensee shall execute and deliver a recordable release of this License to Licensor in form and substance satisfactory to Licensor.

T. Entire Agreement. This License constitutes the entire agreement between Licensor and Licensee concerning the subject matter hereof, superseding all negotiations, prior discussions, prior licenses and prior agreements and understandings related to the subject matter hereof. This License may only be amended by written instrument executed by Licensor and Licensee.

(Signature Pages to Follow)

**LICENSOR:
CITY OF MIDLAND, TEXAS**

By: _____
Robert Patrick, City Manager

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT AND
COMPLETENESS:

Carl Craigo, Director of Utilities

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

LICENSEE:
Whistler Pipeline LLC,
a Delaware limited liability company

By: _____
Printed Name: Glenn Kellison
Title: SVP - Engineering

THE STATE OF TEXAS
§
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2022 personally appeared Glenn Kellison an officer of Whistler Pipeline LLC, a Delaware limited liability company known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2022.

Notary Public, State of Texas

EXHIBIT A

Attached to that certain Right of Way License
between the City of Midland, Texas, as “Licensor”
and
Whistler Pipeline LLC, as “Licensee”

Property

(see attached)

Attached to that certain Right of Way License
between the City of Midland, Texas, as “Licensor”
and
Whistler Pipeline LLC, as “Licensee”

STATE OF TEXAS §
COUNTY OF MIDLAND §

document for recording purposes and a single counterpart containing additional signature and acknowledgment pages from the other counterparts may be executed and recorded.

IN WITNESS WHEREOF, this Memorandum is executed as of the dates of the acknowledgments of the respective parties, but effective as of _____, 20__.

LICENSOR:

CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, City Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me this ____ day of _____, 20__, by Robert Patrick, City Manager of the City of Midland, Texas, a home rule municipal corporation, on behalf of said entity.

Notary Public – State of Texas

LICENSEE:
Whistler Pipeline LLC,
a Delaware limited liability company

By: _____
Printed Name: Glenn Kellison
Title: SVP - Engineering

THE STATE OF TEXAS

COUNTY OF _____

§
§
§

BEFORE ME, the undersigned authority, on this ____ day of _____, 2022 personally appeared Glenn Kellison an officer of Whistler Pipeline LLC, a Delaware limited liability company known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2022.

Notary Public, State of Texas

EXHIBIT A

Attached to that certain Memorandum of Right of Way License
between the City of Midland, Texas, as “Licensor”
and
Whistler Pipeline LLC, as “Licensee”

Property

(see attached)



City Council Meeting

Item Number: 9
Meeting Date: July 26, 2022
To: City Council / City Manager
From: John Simmons, Manager, Right-of-Way
Subject: Motion authorizing the execution of two Right-of-Way licenses with Bangl, LLC., the first regarding City-owned property described as Sections 4, 9 and 16, Block 37, Township 3 South, T&P RR Co. Survey, Midland County, and the second regarding city-owned property described as Section 9, Block 37, T3S, T&P RR Co. Survey, Midland County (DISTRICT: NONE) (UTILITIES) (DISTRICT: NONE) (UTILITIES)

Purpose:

First license will provide applicant a 30' wide right of way and a 900 square foot surface use area to place a twelve inch (12") common carrier, steel construction, natural gas pipeline and above ground valves on City of Midland owned Sprayberry Farm real property. Applicant will need a variable width, up to a 115' wide temporary workspace in places for construction.

Second license will provide applicant a 20' wide road right of way to access the applicants pipelines

This Right-of-Way License is proposed for a single (1) year period with the option for a single one (1) year renewal.

Recommended City Council Action:

Approve

Fiscal Impact:

Application fee: \$1,000.00

Annual Lease Rate,

Annual Lease Rate 16" pipeline (\$199,694.20)

Annual road: (\$1,916.60)

Total Collected: \$202,610.80

Discussion:

This is a common carrier, steel construction natural gas line and will be twelve inches (12) in diameter and will be buried a minimum of thirty-six inches (36) deep with a 900 square foot surface use area for valves.

Certificates of Insurance are on file

City Secretary to record all documents



City Manager's Office

NOTES:
1. BASIS OF BEARING IS NAD 83, ZONE UTM 14
COORDINATE SYSTEM.
2. SURVEYOR HAS MADE NO INVESTIGATION OR
INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES,
OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT
TITLE SEARCH MAY DISCLOSE.
3. SEE ATTACHED PLAT.

EXHIBIT "A"

1 OF 2

Legal description : BMC-TX-MID-0090.00000-VS

BEING a 30' x 30' surface site in the T & P RR Company Survey, Block 37, Section 9, T3S Midland County, Texas, and being part of tract described in deed to City of Midland, recorded in Volume 1276 Page 94, Official Public Records, Midland County, Texas, said easement being described by metes and bounds as follows:

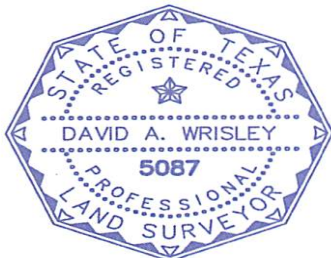
BEGINNING at a point [N:11651056.81, E:742873.73] in said Section, from which a 3/8" iron rod found for the southeast corner of said tract bears S 36°19'58" E, a distance of 430.66 feet;

THENCE, N 13°13'15" W, a distance of 30.00 feet, to a point for a corner;

THENCE, N 76°46'45" E, a distance of 30.00 feet, to a point for a corner;

THENCE, S 13°13'15" E, a distance of 30.00 feet, to a point for a corner;

THENCE, S 76°46'45" W, a distance of 30.00 feet, to the Point of Beginning, for a total of 900.00 Square Feet or 0.02 Acres



I, DAVID A. WRISLEY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO
HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS
TRUE AND CORRECT OF A SURVEY MADE ON THE GROUND.

David A. Wisley 7-13-22

DAVID A. WRISLEY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5087



JN SERVICES, LTD
222 GARDNER ROAD
MIDLAND, TX 79707
FIRM LICENSE # 10194071
817-501-3847

SQUARE FOOTAGE: 900.00

ACRES: 0.02

9.3



30' X 30' SURFACE SITE

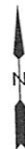
SITUATED IN THE
CITY OF MIDLAND
PROPERTY
T & P RR COMPANY SURVEY
BLOCK 37, SECTION 9, T3S
MIDLAND COUNTY, TEXAS

JOB: BANGL MARTIN COUNTY LATERAL	DATE: 02/22/2022	CHECKED: DAW
AFE: 21300	DATE: 02/22/2022	REV: #1 07/13/2022

NOTES:
 1. BASIS OF BEARING IS NAD 83, ZONE UTM 14 COORDINATE SYSTEM.
 2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
 3. SEE ATTACHED LEGAL DESCRIPTION.

EXHIBIT "A"

2 OF 2



**T & P RR. CO. SURVEY
 BLOCK 37, SECTION 9, T3S**

BMC-TX-MID-0090.00000

CITY OF MIDLAND
 VOLUME 1276, PAGE 94
 O.P.R.M.C.T.

LINE	BEARING	DISTANCE
L1	N 13°13'15" W	30.00'
L2	N 76°46'45" E	30.00'
L3	S 13°13'15" E	30.00'
L4	S 76°46'45" W	30.00'

PROPOSED BANGL
 MARTIN CO. LATERAL
 PIPELINE

PROPOSED WHISTLER
 MARTIN CO. LATERAL
 PIPELINE

BMC-TX-MID-0090.00000-VS

POB
 N:11651056.81
 E:742873.73

S 36°19'58" E
 430.66'

MCL-TX-MID-0090.00000-MS



I, DAVID A. WRISLEY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS TRUE AND CORRECT OF A SURVEY MADE ON THE GROUND.

David A. Wisley 7-13-22

DAVID A. WRISLEY
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 5087

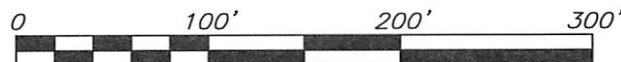


JN SERVICES, LTD
 1525 GARDNER ROAD
 MIDLAND, TX 79707
 FIRM LICENSE # 10194071
 817-501-3847

SQUARE FOOTAGE: 900.00

ACRES: 0.02

9.4



**30' X 30'
 SURFACE SITE**

SITUATED IN THE
 CITY OF MIDLAND
 PROPERTY
 T & P RR COMPANY SURVEY
 BLOCK 37, SECTION 9, T3S
 MIDLAND COUNTY, TEXAS

JOB: BANGL MARTIN COUNTY LATERAL

AFE: 21300

DATE: 02/22/2022

REV: #1 07/13/2022

CHECKED: DAW

DATE: 02/22/2022

NOTES:
1. BASIS OF BEARING IS NAD 83, ZONE UTM 14
COORDINATE SYSTEM.
2. SURVEYOR HAS MADE NO INVESTIGATION OR
INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES,
OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT
TITLE SEARCH MAY DISCLOSE.
3. SEE ATTACHED PLAT.

EXHIBIT "A"

1 OF 2

Legal description: BMC-TX-MID-0090.00000-PA

BEING the centerline of a 20' access road in the T & P RR Company Survey, Block 37, Section 9, T3S, Midland County, Texas, and being part of tract described in deed to City of Midland, recorded in Volume 1276 Page 94, Official Public Records, Midland County, Texas, said easement being described as follows:

BEGINNING at a point [N:11586005.25, E:755544.07] in the south line of said Section, from which a 3/8" iron rod found for the southeast corner of said Section bears N 76°25'53" E, a distance of 99.05 feet;

THENCE, N 13°13'14" W, a distance of 426.70 feet, to the Point of Terminus, [N:11586420.64, E:755446.49] in said Section, for a total of 426.70 Feet or 25.86 Rods



I, DAVID A. WRISLEY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO
HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS
TRUE AND CORRECT OF A SURVEY MADE ON THE GROUND.

David A. Wisley 7-13-22

DAVID A. WRISLEY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5087



JN SERVICES, LTD
2525 GARDNER ROAD
MIDLAND, TX 79707
FIRM LICENSE # 10194071
817-501-3847

CENTERLINE FOOTAGE: 426.70'

9.5

RODS: 25.86



20' ACCESS ROAD

SITUATED IN THE
CITY OF MIDLAND
PROPERTY
T & P RR COMPANY SURVEY
BLOCK 37, SECTION 9, T3S
MIDLAND COUNTY, TEXAS

JOB: BANGL MARTIN COUNTY LATERAL

July 26, 2022

CHECKED: DAW

AFE: 21300

DATE: 02/28/2022

REV: #1 07/13/2022

NOTES:
 1. BASIS OF BEARING IS NAD 83, ZONE UTM 14
 COORDINATE SYSTEM.
 2. SURVEYOR HAS MADE NO INVESTIGATION OR
 INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES,
 OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT
 TITLE SEARCH MAY DISCLOSE.
 3. SEE ATTACHED LEGAL DESCRIPTION.

EXHIBIT "A"

2 OF 2

PROPOSED BANGL
 MARTIN CO. LATERAL
 PIPELINE EASEMENT

PROPOSED WHISTLER
 MARTIN CO. LATERAL
 PIPELINE EASEMENT

BMC-TX-MID-0090.00000-VS

MCL-TX-MID-0090.00000-MS

POT
 N:11586420.64
 E:755446.49

**T & P RR. CO. SURVEY
 BLOCK 37, SECTION 9,
 T3S**

BMC-TX-MID-0090.00000-PA

CITY OF MIDLAND
 VOLUME 1276, PAGE 94
 O.P.R.M.C.T.

LINE	BEARING	DISTANCE
L1	N 13°13'14" W	426.70'

CR 200

POB
 N:11586005.25
 E:755544.07

N 76°25'53" E
 99.05'



I, DAVID A. WRISLEY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO
 HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS
 TRUE AND CORRECT OF A SURVEY MADE ON THE GROUND.

David A. Wisley 7-13-22

DAVID A. WRISLEY
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 5087

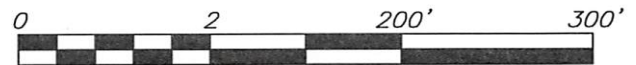


JN SERVICES, LTD
 1025 GARDNER ROAD
 MIDLAND, TX 79707
 FIRM LICENSE # 10194071
 817-501-3847

CENTERLINE FOOTAGE: 426.70'

RODS: 25.86

9.6



20' ACCESS ROAD

SITUATED IN THE
 CITY OF MIDLAND
 PROPERTY
 T & P RR COMPANY SURVEY
 BLOCK 37, SECTION 9, T3S
 MIDLAND COUNTY, TEXAS

JOB: BANGL MARTIN COUNTY LATERAL

AFE: 21300

DATE: 02/28/2022

REV: #1 07/13/2022

CHECKED: DAW

REV: #1 07/13/2022

NOTES:
1. BASIS OF BEARING IS NAD 83, ZONE UTM 14
COORDINATE SYSTEM.
2. SURVEYOR HAS MADE NO INVESTIGATION OR
INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES,
OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT
TITLE SEARCH MAY DISCLOSE.
3. SEE ATTACHED PLAT.

EXHIBIT "A"

1 OF 5

Legal description "A": BMC-TX-MID-0090.00000

BEING the centerline of a 30' right of way license in the T & P RR Company Survey, Block 37, Section 9, Midland County, Texas, and being part of tract described in deed to City of Midland, recorded in Volume 1276 Page 94, Official Public Records, Midland County, Texas, said easement being described as follows:

BEGINNING at a point [N:11591123.03, E:754276.78] in the north line of said Section, from which a 5" concrete monument with iron rod found for the northwest corner of said Section bears S 76°41'17" W, a distance of 5,192.46 feet;

THENCE, S 14°57'47" E, a distance of 272.06 feet, to a point for a corner;

THENCE, S 13°13'14" E, a distance of 4,573.34 feet, to the Point of Terminus, [N:11586408.06, E:755392.94] in the north line of of a proposed surface site in said Section, for a total of 4,845.39 Feet or 293.66 Rods

Legal description "B": BMC-TX-MID-0090.00000

BEING the centerline of a 30' right of way license in the T & P RR Company Survey, Block 37, Section 9, Midland County, Texas, and being part of tract described in deed to City of Midland, recorded in Volume 1276 Page 94, Official Public Records, Midland County, Texas, said easement being described as follows:

BEGINNING at a point [N:11586232.83, E:755434.11] in the south line of a proposed surface site in said Section;

THENCE, S 13°13'14" E, a distance of 90.12 feet, to a point for a corner;

THENCE, S 13°13'28" E, a distance of 156.55 feet, to the Point of Terminus, [N:11585992.70, E:755490.53] in the south line of said Section, from which a 3/8" iron rod found for the southeast corner of said Section bears N 76°30'24" E, a distance of 154.04 feet for a total of 246.67 Feet or 14.95 Rods



I, DAVID A. WRISLEY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO
HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS
TRUE AND CORRECT OF A SURVEY MADE ON THE GROUND.

David A. Wisley 7-13-22

DAVID A. WRISLEY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5087



JN SERVICES, LTD
125 GARDNER ROAD
MIDLAND, TX 79607
FIRM LICENSE # 10194071
817-501-3847

CENTERLINE FOOTAGE: 5,092.06'

RODS: 308.61

9.7



30' PIPELINE RIGHT OF WAY LICENSE

SITUATED IN THE
CITY OF MIDLAND
PROPERTY
T & P RR COMPANY SURVEY
BLOCK 37, SECTION 9
MIDLAND COUNTY, TEXAS

JOB: BANGL MARTIN COUNTY LATERAL

DATE: 02/15/2022

CHECKED: DAW

AFE: 21300

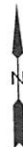
DATE: 02/15/2022

REV: #1 07/13/2022

NOTES:
 1. BASIS OF BEARING IS NAD 83, ZONE UTM 14 COORDINATE SYSTEM.
 2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
 3. SEE ATTACHED LEGAL DESCRIPTION.

EXHIBIT "A"

2 OF 5



CITY OF MIDLAND,
 VOLUME 760 PAGE 466,
 O.P.R.M.C.T.

**T & P RR. CO. SURVEY
 BLOCK 37, SECTION 9, T3S**

BMC-TX-MID-0090.00000

CITY OF MIDLAND
 VOLUME 1276, PAGE 94
 O.P.R.M.C.T.

LINE	BEARING	DISTANCE
L1	S 14°57'47" E	272.06'
L2	S 13°13'14" E	4573.34'

S 76°41'17" W
 5192.46'

POB
 N:11591123.03
 E:754276.78

3
 4
 10

EXISTING
 NAVITAS
 PIPELINE

EXISTING
 PLAINS
 PIPELINE

PROPOSED WHISTLER
 MARTIN CO. LATERAL
 PIPELINE

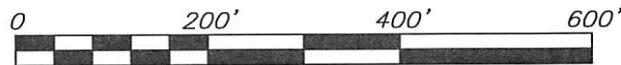
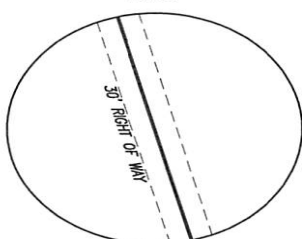
15' TEMPORARY
 WORKSPACE
 79,080.45 SQ. FEET
 1.82 ACRES

EXISTING
 TARGA
 PIPELINE

12

MATCHLINE

DETAIL "A"
 N.T.S.



I, DAVID A. WRISLEY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS TRUE AND CORRECT OF A SURVEY MADE ON THE GROUND.

David A. Wisley 7-13-22

DAVID A. WRISLEY
 REGISTERED PROFESSIONAL LAND-SURVEYOR
 TEXAS REGISTRATION NO. 5087



JN SERVICES, LTD
 1252 GARDNER ROAD
 MIDLAND, TX 79607
 FIRM LICENSE # 10194071
 817-501-3847

CENTERLINE FOOTAGE: 5,092.06'

9.8

RODS: 308.61



30' PIPELINE RIGHT OF WAY LICENSE

SITUATED IN THE
 CITY OF MIDLAND
 PROPERTY
 T & P RR COMPANY SURVEY
 BLOCK 37, SECTION 9
 MIDLAND COUNTY, TEXAS

JOB: BANGL MARTIN COUNTY LATERAL

DATE: 02/15/2022

CHECKED: DAW

AFE: 21300

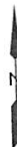
DATE: 02/15/2022

REV: #1 07/13/2022

NOTES:
 1. BASIS OF BEARING IS NAD 83, ZONE UTM 14
 COORDINATE SYSTEM.
 2. SURVEYOR HAS MADE NO INVESTIGATION OR
 INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES,
 OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT
 TITLE SEARCH MAY DISCLOSE.
 3. SEE ATTACHED LEGAL DESCRIPTION.

EXHIBIT "A"

3 OF 5

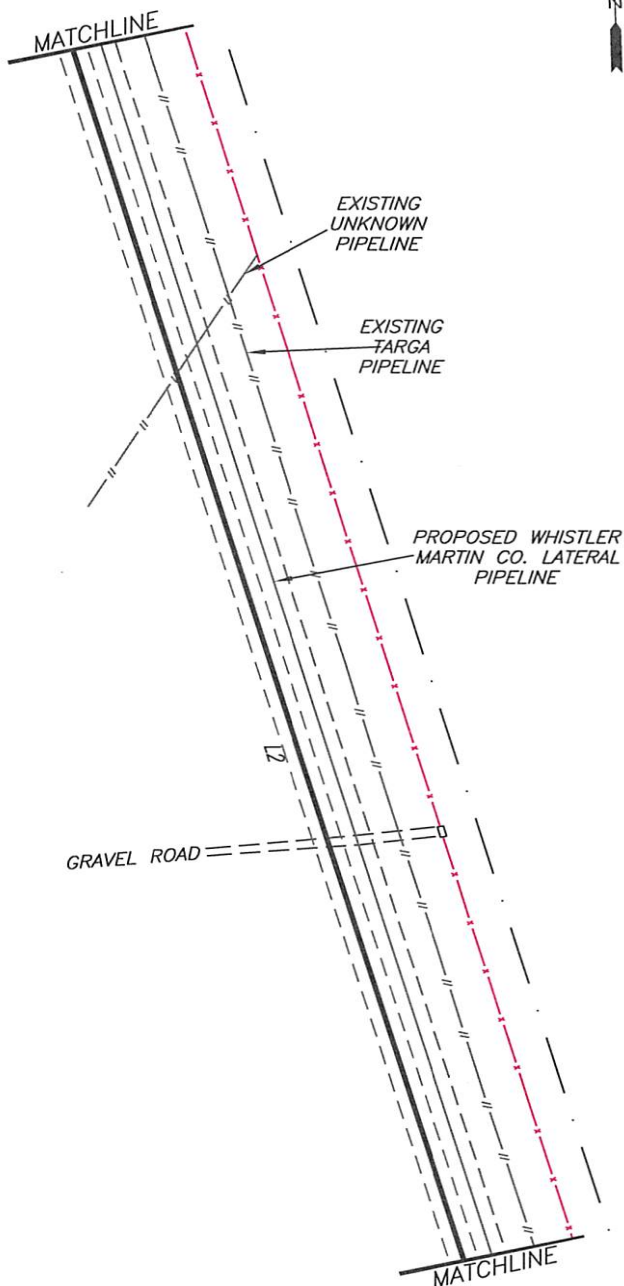


**T & P RR. CO. SURVEY
 BLOCK 37, SECTION 9, T3S**

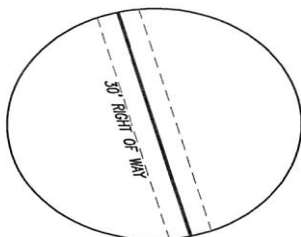
(BMC-TX-MID-0090.00000)

CITY OF MIDLAND
 VOLUME 1276, PAGE 94

LINE	BEARING	DISTANCE
L2	S 13°13'14" E	4573.34'



DETAIL "A"
 N.T.S.



I, DAVID A. WRISLEY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO
 HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS
 TRUE AND CORRECT OF A SURVEY MADE ON THE GROUND.

David A. Wisley 7-13-22

DAVID A. WRISLEY
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 5087



JN SERVICES, LTD
 125 GARDNER ROAD
 MIDLAND, TX 79701
 FIRM LICENSE # 10194071
 817-501-3847

CENTERLINE FOOTAGE: 5,092.06'

9.9

RODS: 308.61



30' PIPELINE RIGHT OF WAY LICENSE

SITUATED IN THE
 CITY OF MIDLAND
 PROPERTY
 T & P RR COMPANY SURVEY
 BLOCK 37, SECTION 9
 MIDLAND COUNTY, TEXAS

JOB: BANGL MARTIN COUNTY LATERAL

DATE: 02/15/2022

CHECKED: DAW

AFE: 21300

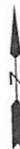
DATE: 02/15/2022

REV: #1 07/13/2022

NOTES:
 1. BASIS OF BEARING IS NAD 83, ZONE UTM 14
 COORDINATE SYSTEM.
 2. SURVEYOR HAS MADE NO INVESTIGATION OR
 INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES,
 OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT
 TITLE SEARCH MAY DISCLOSE.
 3. SEE ATTACHED LEGAL DESCRIPTION.

EXHIBIT "A"

4 OF 5

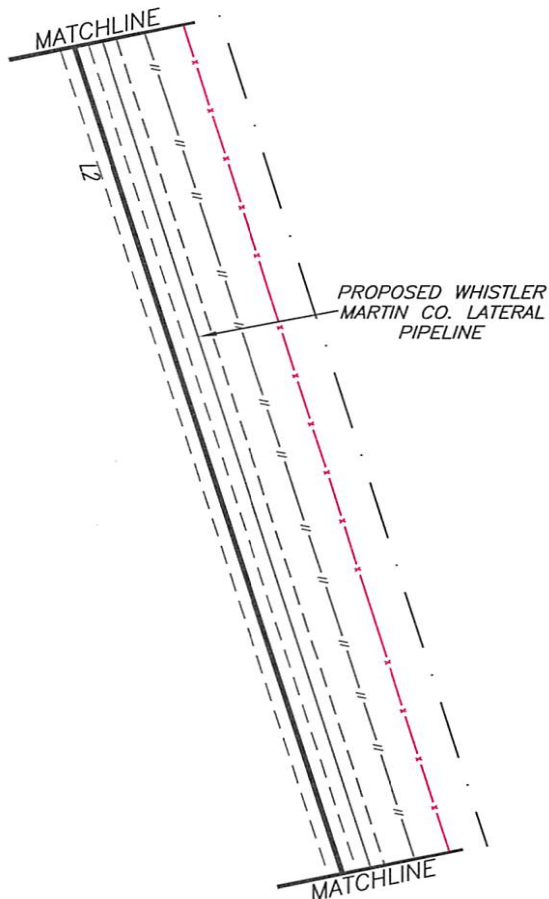


T & P RR. CO. SURVEY
BLOCK 37, SECTION 9, T3S

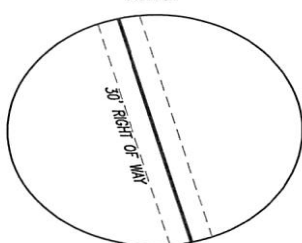
(BMC-TX-MID-0090.00000)

CITY OF MIDLAND
 VOLUME 1276, PAGE 94

LINE	BEARING	DISTANCE
L2	S 13°13'14" E	4573.34'



DETAIL "A"
 N.T.S.



I, DAVID A. WRISLEY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO
 HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS
 TRUE AND CORRECT OF A SURVEY MADE ON THE GROUND.

David A. Wisley 7-13-22

DAVID A. WRISLEY
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 5087



JN SERVICES, LTD
 125 GARDNER ROAD
 MIDLAND, TX 79707
 FIRM LICENSE # 10194071
 817-501-3847

CENTERLINE FOOTAGE: 5,092.06'

9.10

RODS: 308.61

0 200' 400' 600'



30' PIPELINE RIGHT OF WAY LICENSE

SITUATED IN THE
 CITY OF MIDLAND
 PROPERTY
 T & P RR COMPANY SURVEY
 BLOCK 37, SECTION 9
 MIDLAND COUNTY, TEXAS

JOB: BANGL MARTIN COUNTY LATERAL

DATE: 02/15/2022

CHECKED: DAW

AFE: 21300

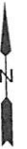
DATE: 02/15/2022

REV: #1 07/13/2022

NOTES:
 1. BASIS OF BEARING IS NAD 83, ZONE UTM 14 COORDINATE SYSTEM.
 2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
 3. SEE ATTACHED LEGAL DESCRIPTION.

EXHIBIT "A"

5 OF 5



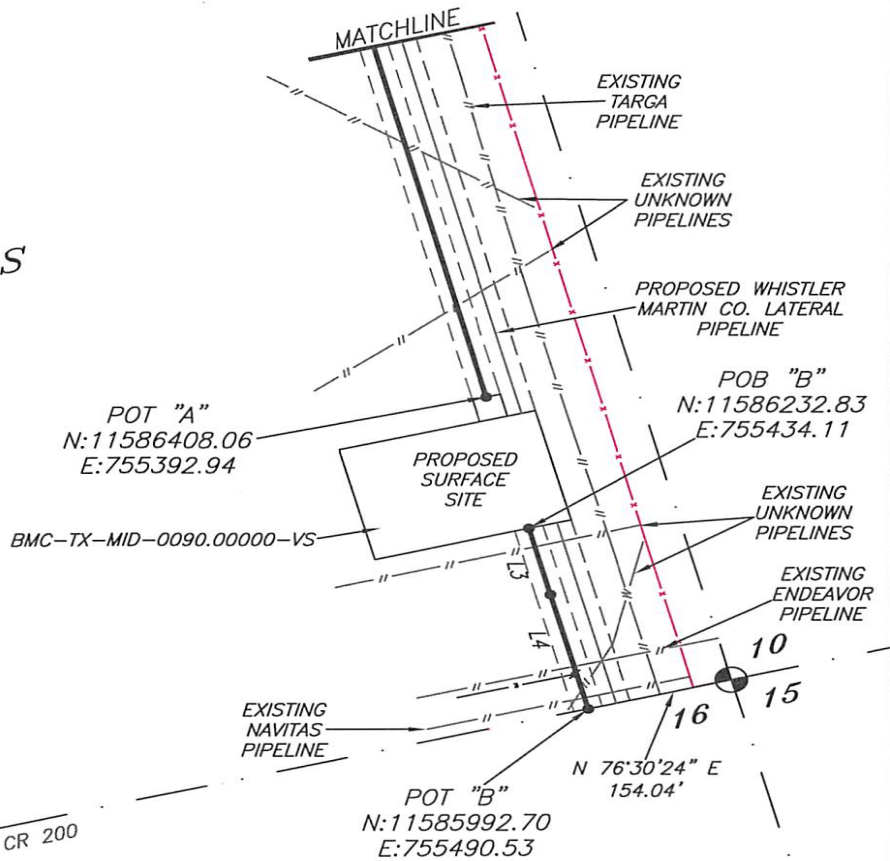
T & P RR. CO. SURVEY BLOCK 37, SECTION 9, T3S

BMC-TX-MID-0090.00000

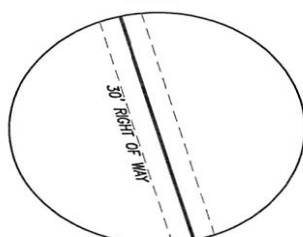
CITY OF MIDLAND
VOLUME 1276, PAGE 94

LINE	BEARING	DISTANCE
L2	S 13°13'14" E	4573.34'

LINE	BEARING	DISTANCE
L3	S 13°13'14" E	90.12'
L4	S 13°13'28" E	156.55'



DETAIL "A"
N.T.S.



I, DAVID A. WRISLEY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS TRUE AND CORRECT OF A SURVEY MADE ON THE GROUND.

David A. Wisley 7-13-22

DAVID A. WRISLEY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5087



JN SERVICES, LTD.
2525 GARDNER ROAD
MIDLAND, TX 76907
FIRM LICENSE # 10194071
817-501-3847

CENTERLINE FOOTAGE: 5,092.06'

9.11

RODS: 308.61



30' PIPELINE RIGHT OF WAY LICENSE

SITUATED IN THE
CITY OF MIDLAND
PROPERTY
T & P RR COMPANY SURVEY
BLOCK 37, SECTION 9
MIDLAND COUNTY, TEXAS

JOB: BANGL MARTIN COUNTY LATERAL

DATE: 02/15/2022

CHECKED: DAW

AFE: 21300

DATE: 02/15/2022

REV: #1 07/13/2022

NOTES:
1. BASIS OF BEARING IS NAD 83, ZONE UTM 14
COORDINATE SYSTEM.
2. SURVEYOR HAS MADE NO INVESTIGATION OR
INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES,
OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT
TITLE SEARCH MAY DISCLOSE.
3. SEE ATTACHED PLAT.

EXHIBIT "A"

1 OF 4

Legal description: BMC-TX-MID-0092.00000

BEING the centerline of a 30' right of way license in the T & P RR Company Survey, Block 37, Section 16, Midland County, Texas, and being part of tract described in deed to City of Midland, recorded in Volume 1160 Page 622, Deed Records, Midland County, Texas, said easement being described as follows:

BEGINNING at a point [N:11585924.11, E:755506.65] in the north line of said tract, from which a 3/8" iron rod found for the northeast corner of said Section bears N 52°01'20" E, a distance of 169.62 feet;

THENCE, S 13°13'28" E, a distance of 542.28 feet, to a point for a corner;

THENCE, S 05°52'18" W, a distance of 234.09 feet, to a point for a corner;

THENCE, S 14°07'42" E, a distance of 1,489.76 feet, to a point for a corner;

THENCE, S 33°13'35" E, a distance of 155.30 feet, to a point for a corner;

THENCE, S 13°13'35" E, a distance of 587.65 feet, to a point for a corner;

THENCE, S 10°24'19" E, a distance of 501.56 feet, to a point for a corner;

THENCE, S 31°54'42" E, a distance of 321.65 feet, to a point for a corner;

THENCE, S 19°33'34" E, a distance of 549.58 feet, to a point for a corner;

THENCE, S 51°39'01" E, a distance of 152.49 feet, to the Point of Terminus, [N:11581637.87, E:756754.15] in the east line of said Section, from which a 1" iron pipe found for the southeast corner of said Section bears S 14°14'03" E, a distance of 753.89 feet for a total of 4,534.35 Feet or 274.81 Rods



I, DAVID A. WRISLEY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO
HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS
TRUE AND CORRECT OF A SURVEY MADE ON THE GROUND.

David A. Wisley 7-13-22

DAVID A. WRISLEY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5087



JN SERVICES, LTD
222 GARDNER ROAD
MIDLAND, TX 79607
FIRM LICENSE # 10194071
817-501-3047

CENTERLINE FOOTAGE: 4,534.35'

9.12

RODS: 274.81



30' PIPELINE RIGHT OF WAY LICENSE

SITUATED IN THE
CITY OF MIDLAND
PROPERTY
T & P RR COMPANY SURVEY
BLOCK 37, SECTION 16
MIDLAND COUNTY, TEXAS

JOB: BANGL MARTIN COUNTY LATERAL

July 26, 2022

CHECKED: DAW

AFE: 21300

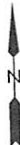
DATE: 02/15/2022

REV: #1 07/13/2022

NOTES:
 1. BASIS OF BEARING IS NAD 83, ZONE UTM 14 COORDINATE SYSTEM.
 2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
 3. SEE ATTACHED LEGAL DESCRIPTION.

EXHIBIT "A"

2 OF 4



POB
 N:11585924.11
 E:755506.65
 N 52°01'20" E
 169.62'
 3/8" IRF
 NORTHEAST COR
 BLK 37 SEC 16

CR 200

EXISTING
CROWNQUEST
PAD SITE

EXISTING
ABOVE GROUND
POLY LINE

EXISTING
UNKNOWN
PIPELINE

PROPOSED WHISTLER
MARTIN CO. LATERAL
PIPELINE

EXISTING
UNKNOWN
FLARE SITE

EXISTING
UNKNOWN
PIPELINE

EXISTING
TARGA
PIPELINE

EXISTING
UNKNOWN
PIPELINE

EXISTING
TARGA
PIPELINES

MATCHLINE

T & P RR. CO. SURVEY
 BLOCK 37, SECTION 16, T3S

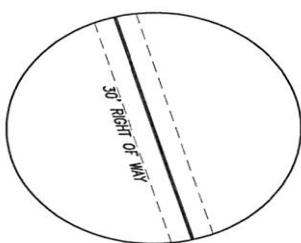
BMC-TX-MID-0092.00000

CITY OF MIDLAND
 VOLUME 1160, PAGE 622
 D.R.C.C.T.

LINE	BEARING	DISTANCE
L1	S 13°13'28" E	542.28'
L2	S 05°52'18" W	234.09'
L3	S 14°07'42" E	1489.76'



DETAIL "A"
 N.T.S.



I, DAVID A. WRISLEY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS TRUE AND CORRECT OF A SURVEY MADE ON THE GROUND.

David A. Wisley 7-13-22

DAVID A. WRISLEY
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 5087



JN SERVICES, LTD
 1852 GARDNER ROAD
 MIDLAND, TX 79707
 FIRM LICENSE # 10194071
 817-501-3847

CENTERLINE FOOTAGE: 4,534.35'

RODS: 274.81

9.13



30' PIPELINE RIGHT OF WAY LICENSE

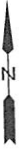
SITUATED IN THE
 CITY OF MIDLAND
 PROPERTY
 T & P RR COMPANY SURVEY
 BLOCK 37, SECTION 16
 MIDLAND COUNTY, TEXAS

JOB: BANGL MARTIN COUNTY LATERAL	DATE: 02/15/2022	CHECKED: DAW
AFE: 21.300	DATE: 07/13/2022	REV: #1

NOTES:
 1. BASIS OF BEARING IS NAD 83, ZONE UTM 14 COORDINATE SYSTEM.
 2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
 3. SEE ATTACHED LEGAL DESCRIPTION.

EXHIBIT "A"

3 OF 4

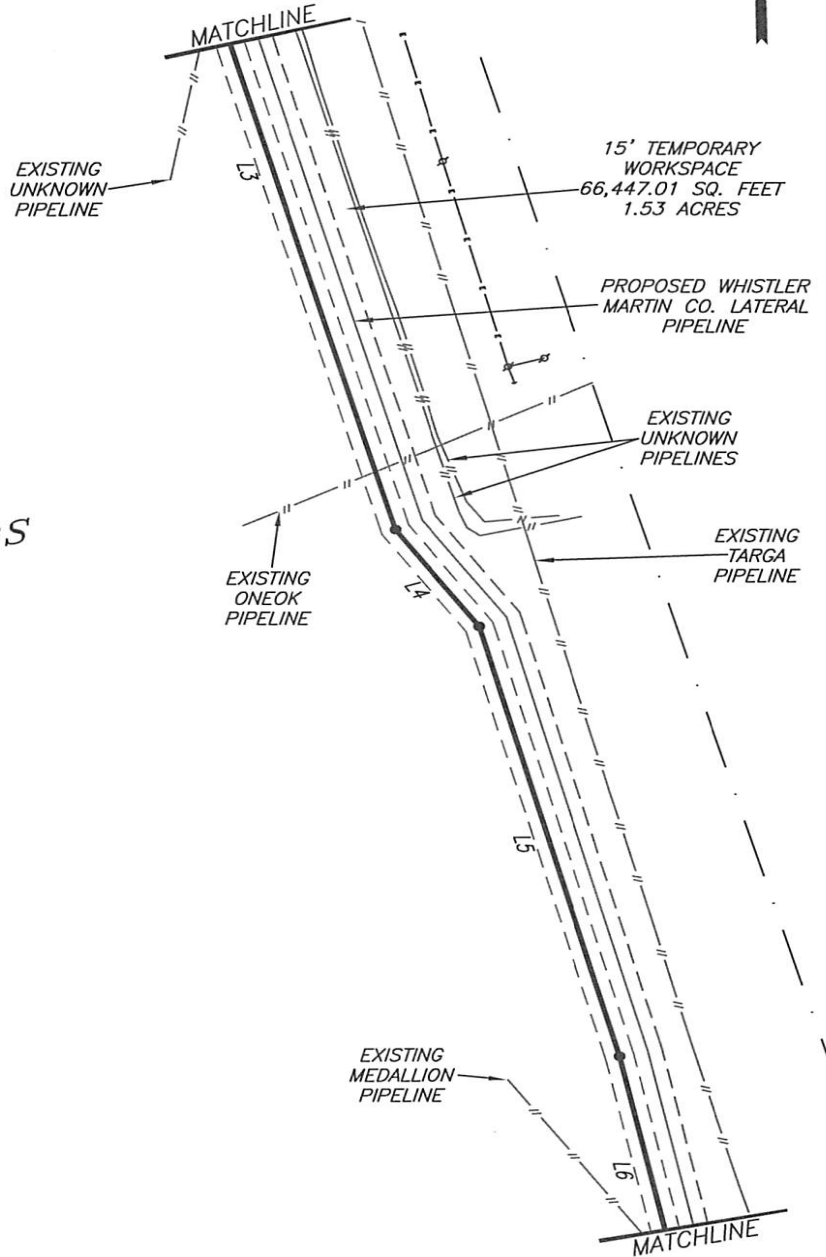


**T & P RR. CO. SURVEY
 BLOCK 37, SECTION 16, T3S**

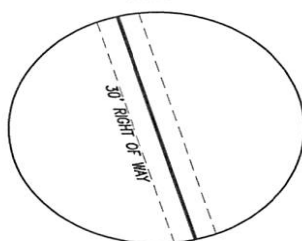
(BMC-TX-MID-0092.00000)

CITY OF MIDLAND
 VOLUME 1160, PAGE 622
 D.R.C.C.T.

LINE	BEARING	DISTANCE
L3	S 14°07'42" E	1489.76'
L4	S 33°13'35" E	155.30'
L5	S 13°13'35" E	587.65'
L6	S 10°24'19" E	501.56'



DETAIL "A"
 N.T.S.



I, DAVID A. WRISLEY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS TRUE AND CORRECT OF A SURVEY MADE ON THE GROUND.

David A. Wisley 7-13-22

DAVID A. WRISLEY
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 5087



JN SERVICES, LTD
 1255 GARDNER ROAD
 MIDLAND, TX 79707
 FIRM LICENSE # 10194071
 817-501-3847

CENTERLINE FOOTAGE: 4,534.35'

9.14

RODS: 274.81



30' PIPELINE RIGHT OF WAY LICENSE

SITUATED IN THE
 CITY OF MIDLAND
 PROPERTY
 T & P RR COMPANY SURVEY
 BLOCK 37, SECTION 16
 MIDLAND COUNTY, TEXAS

JOB: BANGL MARTIN COUNTY LATERAL

DATE: 02/15/2022

CHECKED: DAW

A/E: 21300

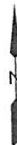
DATE: 02/15/2022

REV: #1 07/13/2022

NOTES:
 1. BASIS OF BEARING IS NAD 83, ZONE UTM 14
 COORDINATE SYSTEM.
 2. SURVEYOR HAS MADE NO INVESTIGATION OR
 INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES,
 OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT
 TITLE SEARCH MAY DISCLOSE.
 3. SEE ATTACHED LEGAL DESCRIPTION.

EXHIBIT "A"

4 OF 4

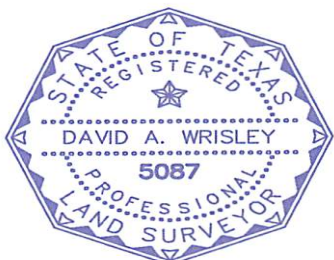
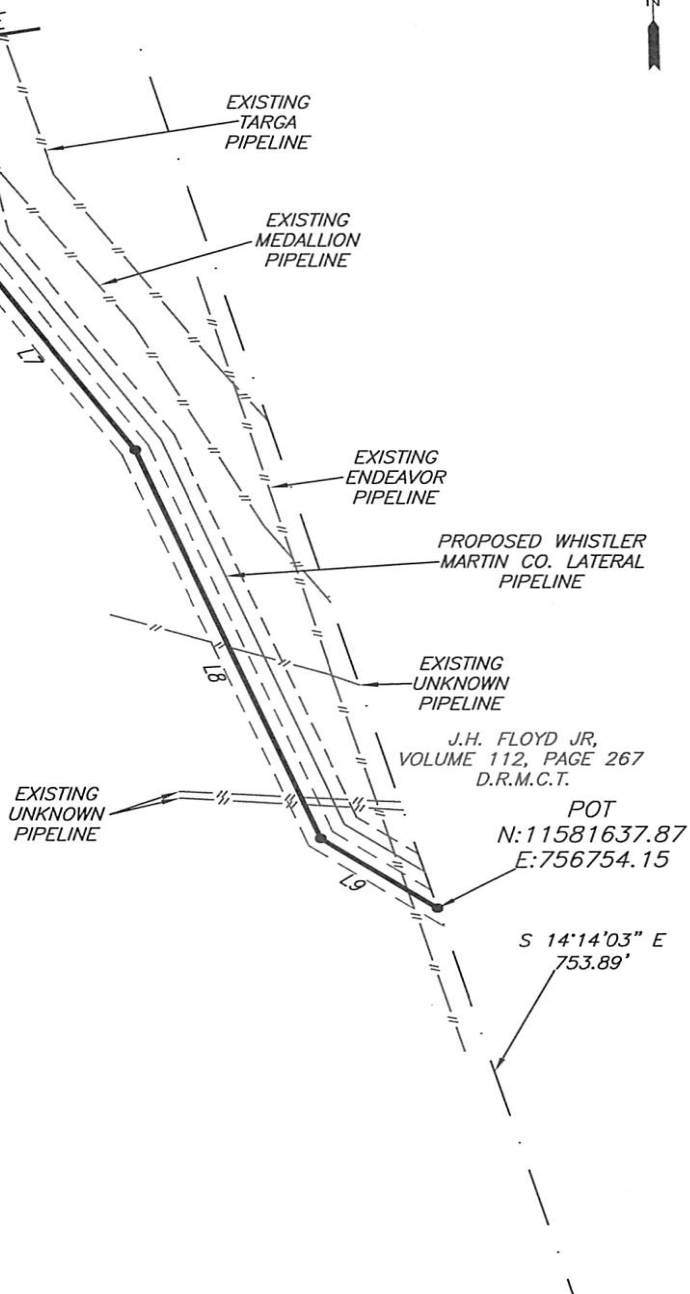


**T & P RR. CO. SURVEY
 BLOCK 37, SECTION 16, T3S**

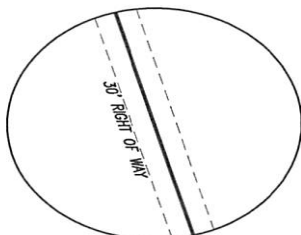
(BMC-TX-MID-0092.00000)

CITY OF MIDLAND
 VOLUME 1160, PAGE 622
 D.R.C.C.T.

LINE	BEARING	DISTANCE
L6	S 10°24'19" E	501.56'
L7	S 31°54'42" E	321.65'
L8	S 19°33'34" E	549.58'
L9	S 51°39'01" E	152.49'



DETAIL "A"
 N.T.S.



I, DAVID A. WRISLEY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO
 HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS
 TRUE AND CORRECT OF A SURVEY MADE ON THE GROUND.

David A. Wisley 7-13-22

DAVID A. WRISLEY
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 5087



JN SERVICES, LTD
 100 GARDNER ROAD
 WINTERFORD, TX 76087
 FIRM LICENSE # 10194071
 817-501-3847

CENTERLINE FOOTAGE: 4,534.35'

9.15

RODS: 274.81

0 200' 400' 600'



30' PIPELINE RIGHT OF WAY LICENSE

SITUATED IN THE
 CITY OF MIDLAND
 PROPERTY
 T & P RR COMPANY SURVEY
 BLOCK 37, SECTION 16
 MIDLAND COUNTY, TEXAS

JOB: BANGL MARTIN COUNTY LATERAL

DATE: 02/15/2022

CHECKED: DAW

A/E: 21300

DATE: 02/15/2022

REV: #1 07/13/2022

NOTES:
1. BASIS OF BEARING IS NAD 83, ZONE UTM 14
COORDINATE SYSTEM.
2. SURVEYOR HAS MADE NO INVESTIGATION OR
INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES,
OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT
TITLE SEARCH MAY DISCLOSE.
3. SEE ATTACHED PLAT.

EXHIBIT "A"

1 OF 5

Legal description: BMC-TX-MID-0089.00000

BEING the centerline of a 30' right of way license in the T & P RR Company Survey, Block 37, Section 4, T3S, Midland County, Texas, and being part of tract described in deed to City of Midland, recorded in Volume 760 Page 466, Official Public Records, Midland County, Texas, said easement being described as follows:

BEGINNING at a point [N:11596288.34, E:753100.69] in the north line of said Section, from which a railroad spike found for the northwest corner of said Section bears S 76°42'54" W, a distance of 5,245.13 feet;

THENCE, S 14°00'28" E, a distance of 647.77 feet, to a point for a corner;

THENCE, S 06°42'17" W, a distance of 153.39 feet, to a point for a corner;

THENCE, S 13°17'43" E, a distance of 1,219.65 feet, to a point for a corner;

THENCE, S 14°14'21" E, a distance of 683.19 feet, to a point for a corner;

THENCE, S 34°14'21" E, a distance of 243.14 feet, to a point for a corner;

THENCE, S 14°14'39" E, a distance of 992.17 feet, to a point for a corner;

THENCE, S 12°51'06" E, a distance of 994.93 feet, to a point for a corner;

THENCE, S 07°08'54" W, a distance of 310.96 feet, to a point for a corner;

THENCE, S 14°57'47" E, a distance of 97.41 feet, to the Point of Terminus, [N:11591123.03, E:754276.78] in the south line of said Section, from which a 5" concrete monument with a iron rod found for the southwest corner of said Section bears S 76°41'17" E, a distance of 5,192.75 feet for a total of 5,342.61 Feet or 323.79 Rods



I, DAVID A. WRISLEY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO
HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS
TRUE AND CORRECT OF A SURVEY MADE ON THE GROUND.

David A. Wisley 7-13-22

DAVID A. WRISLEY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5087



JN SERVICES, LTD
2222 GARDNER ROAD
MIDLAND, TX 79707
FIRM LICENSE # 10194071
817-501-3847

CENTERLINE FOOTAGE: 5,342.61'

9.16

RODS: 323.79



30' PIPELINE RIGHT OF WAY LICENSE

SITUATED IN THE
CITY OF MIDLAND
PROPERTY
T & P RR COMPANY SURVEY
BLOCK 37, SECTION 4, T3S
MIDLAND COUNTY, TEXAS

JOB: BANGL MARTIN COUNTY LATERAL

July 26, 2022

CHECKED: DAW

AFE: 21300

DATE: 02/18/2022

REV: #2 07/13/2022

NOTES:
 1. BASIS OF BEARING IS NAD 83, ZONE UTM 14
 COORDINATE SYSTEM.
 2. SURVEYOR HAS MADE NO INVESTIGATION OR
 INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES,
 OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT
 TITLE SEARCH MAY DISCLOSE.
 3. SEE ATTACHED LEGAL DESCRIPTION.

EXHIBIT "A"

2 OF 5

TEXAS TEN TWO, LTD
 INSTRUMENT #2016-35758
 O.P.R.M.C.T.

S 76°42'54" W
 5245.13'

POB
 N:11596288.34
 E:753100.69

45 46
 3

PROPOSED WHISTLER
 MARTIN CO. LATERAL
 PIPELINE

EXISTING
 UNKNOWN
 PIPELINE

EXISTING
 TARGA
 PIPELINE

EXISTING
 NUSTAR
 PIPELINE

EXISTING
 ABOVE GROUND
 POLY LINE

MATCHLINE

T & P RR. CO. SURVEY
 BLOCK 37, SECTION 4, T3S

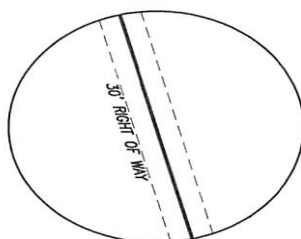
BMC-TX-MID-0089.00000

CITY OF MIDLAND
 VOLUME 760, PAGE 466
 O.P.R.M.C.T.

LINE	BEARING	DISTANCE
L1	S 14°00'28" E	647.77'
L2	S 06°42'17" W	153.39'
L3	S 13°17'43" E	1219.65'



DETAIL "A"
 N.T.S.



I, DAVID A. WRISLEY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO
 HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS
 TRUE AND CORRECT OF A SURVEY MADE ON THE GROUND.

David A. Wisley 7-13-22

DAVID A. WRISLEY
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 5087



JN SERVICES, LTD
 1000 GARDNER ROAD
 MIDLAND, TX 79701
 FIRM LICENSE # 10194071
 817-501-3847

CENTERLINE FOOTAGE: 5,342.61'

RODS: 323.79

9.17

0 200' 400' 600'

BANGL
 Belvieu Alternative NGL

**30' PIPELINE
 RIGHT OF WAY LICENSE**

SITUATED IN THE
 CITY OF MIDLAND
 PROPERTY
 T & P RR COMPANY SURVEY
 BLOCK 37, SECTION 4, T3S
 MIDLAND COUNTY, TEXAS

JOB: BANGL MARTIN COUNTY LATERAL

A/E: 21300

DATE: 02/18/2022

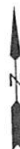
REV: #2 07/13/2022

CHECKED: DAW

NOTES:
 1. BASIS OF BEARING IS NAD 83, ZONE UTM 14
 COORDINATE SYSTEM.
 2. SURVEYOR HAS MADE NO INVESTIGATION OR
 INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES,
 OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT
 TITLE SEARCH MAY DISCLOSE.
 3. SEE ATTACHED LEGAL DESCRIPTION.

EXHIBIT "A"

3 OF 5



**T & P RR. CO. SURVEY
 BLOCK 37, SECTION 4, T3S**

BMC-TX-MID-0089.00000

CITY OF MIDLAND
 VOLUME 760, PAGE 466
 O.P.R.M.C.T.

LINE	BEARING	DISTANCE
L3	S 13°17'43" E	1219.65'
L4	S 14°14'21" E	683.19'
L5	S 34°14'21" E	243.14'
L6	S 14°14'39" E	992.17'

MCL-TX-MID-0089.00000-TA

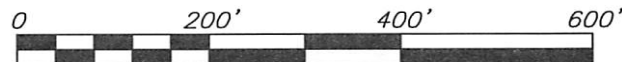
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EXISTING UNKNOWN PIPELINE

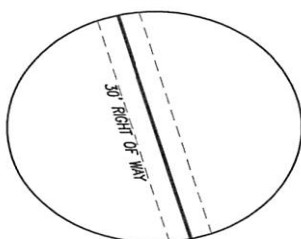
PROPOSED WHISTLER
 MARTIN CO. LATERAL
 PIPELINE

EXISTING TARGA
 PIPELINE

EXISTING TARGA
 PIPELINE



DETAIL "A"
 N.T.S.



I, DAVID A. WRISLEY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO
 HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS
 TRUE AND CORRECT OF A SURVEY MADE ON THE GROUND.

David A. Wisley 7-13-22

DAVID A. WRISLEY
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 5087



JN SERVICES, LTD
 1000 GARDNER ROAD
 MIDLAND, TX 79607
 FIRM LICENSE # 10194071
 817-501-3847

CENTERLINE FOOTAGE: 5,342.61'

9.18

RODS: 323.79

BANGL
 Belvieu Alternative NGL

30' PIPELINE RIGHT OF WAY LICENSE

SITUATED IN THE
 CITY OF MIDLAND
 PROPERTY
 T & P RR COMPANY SURVEY
 BLOCK 37, SECTION 4, T3S
 MIDLAND COUNTY, TEXAS

JOB: BANGL MARTIN COUNTY LATERAL

July 26, 2022

CHECKED: DAW

AFE: 21300

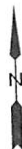
DATE: 02/18/2022

REV: #2 07/13/2022

NOTES:
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 COORDINATE SYSTEM.
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EXHIBIT "A"

4 OF 5

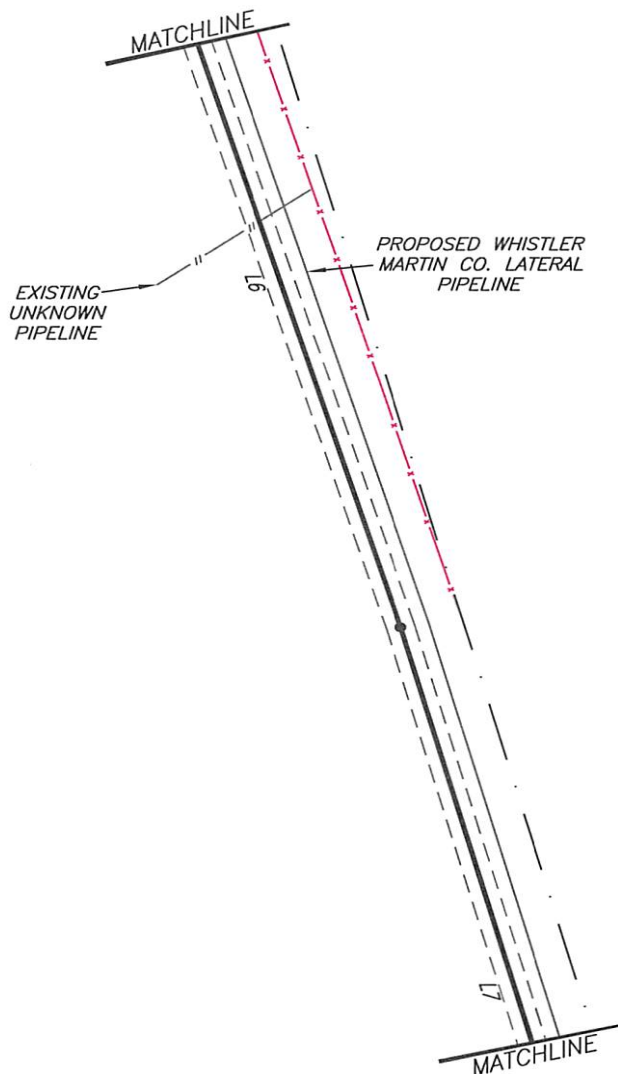


T & P RR. CO. SURVEY
BLOCK 37, SECTION 4, T3S

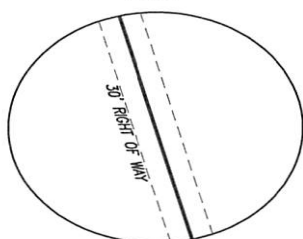
(BMC-TX-MID-0089.00000)

CITY OF MIDLAND
 VOLUME 760, PAGE 466
 O.P.R.M.C.T.

LINE	BEARING	DISTANCE
L6	S 14°14'39" E	992.17'
L7	S 12°51'06" E	994.93'



DETAIL "A"
 N.T.S.



I, DAVID A. WRISLEY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO
 HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS
 TRUE AND CORRECT OF A SURVEY MADE ON THE GROUND.

David A. Wrisley 7-13-22

DAVID A. WRISLEY
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 5087



JN SERVICES, LTD
 1000 GARDNER ROAD
 MIDLAND, TX 79701
 FIRM LICENSE # 10194071
 817-501-3847

CENTERLINE FOOTAGE: 5,342.61'

9.19

RODS: 323.79

0 200' 400' 600'



30' PIPELINE RIGHT OF WAY LICENSE

SITUATED IN THE
 CITY OF MIDLAND
 PROPERTY
 T & P RR COMPANY SURVEY
 BLOCK 37, SECTION 4, T3S
 MIDLAND COUNTY, TEXAS

JOB: BANGL MARTIN COUNTY LATERAL

DATE: 02/18/2022

CHECKED: DAW

AFE: 21300

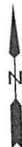
DATE: 02/18/2022

REV: #2 07/13/2022

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EXHIBIT "A"

5 OF 5

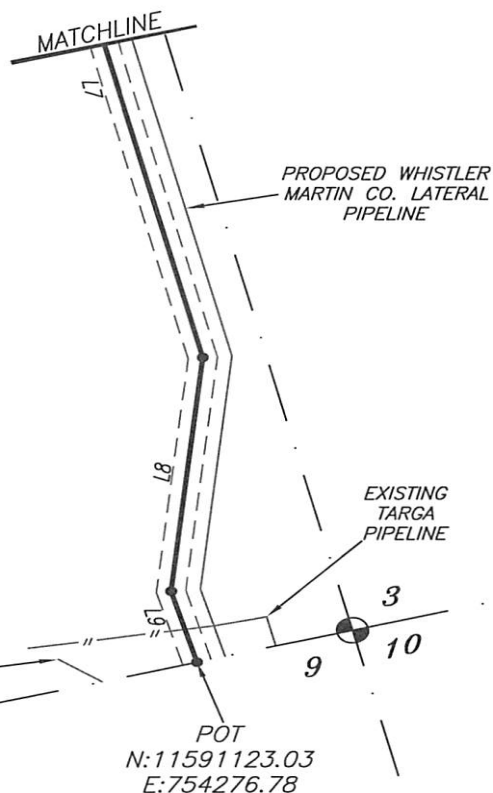


**T & P RR. CO. SURVEY
 BLOCK 37, SECTION 4, T3S**

BMC-TX-MID-0089.00000

CITY OF MIDLAND
 VOLUME 760, PAGE 466
 O.P.R.M.C.T.

LINE	BEARING	DISTANCE
L7	S 12°51'06" E	994.93'
L8	S 07°08'54" W	310.96'
L9	S 14°57'47" E	97.41'

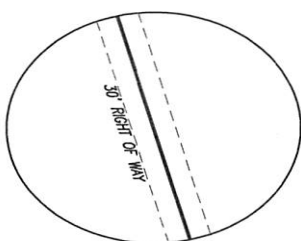


S 76°41'17" W
 5192.75'

CITY OF MIDLAND
 VOLUME 1276, PAGE 94
 O.P.R.M.C.T.



DETAIL "A"
 N.T.S.



I, DAVID A. WRISLEY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO
 HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS
 TRUE AND CORRECT OF A SURVEY MADE ON THE GROUND.

David A. Wisley 7-13-22

DAVID A. WRISLEY
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 5087



JN SERVICES, LTD
 1525 GARDNER ROAD
 MIDLAND, TX 79701
 FIRM LICENSE # 10194071
 817-501-3847

CENTERLINE FOOTAGE: 5,342.61'

9.20

RODS: 323.79



BANGL
 Belvieu Alternative NGL

30' PIPELINE RIGHT OF WAY LICENSE

SITUATED IN THE
 CITY OF MIDLAND
 PROPERTY
 T & P RR COMPANY SURVEY
 BLOCK 37, SECTION 4, T3S
 MIDLAND COUNTY, TEXAS

JOB: BANGL MARTIN COUNTY LATERAL

DATE: 02/18/2022

CHECKED: DAW

AFE: 21300

DATE: 02/18/2022

REV: #2 07/13/2022



CERTIFICATE OF LIABILITY INSURANCE

5/18/2023

DATE (MM/DD/YYYY)
7/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Employers Insurance Company of Wausau	
		INSURER B: Liberty Insurance Corporation	
		INSURER C: Liberty Mutual Fire Insurance Company	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 18712268

REVISION NUMBER: XXXXXXXX

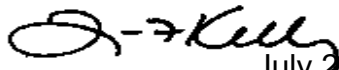
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	TBC-641-445638-032	5/18/2022	5/18/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	AS2-641-445638-022	5/18/2022	5/18/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$	Y	Y	TH7-641-445638-042	5/18/2022	5/18/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCC-641-445638-012	5/18/2022	5/18/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION See Attachment

18712268 City of Midland, Texas, a home-rule municipal corporation PO Box 1152 Midland TX 79702	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  9.21 July 26, 2022
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PACKET

ACORD 25 (2016/03)

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All policies (except Workers' Compensation/EL) include a blanket automatic additional insured [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

All policies include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

RIGHT OF WAY LICENSE

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

Date: July 26, 2022

Licensor: CITY OF MIDLAND, TEXAS, a home-rule municipal corporation

Licensor's Representative: Robert Patrick, City Manager

Licensor's Mailing Address: P.O. Box 1152
Midland, Texas 79702

Licensee: BANGL, LLC,
a Delaware limited liability company

Licensee's Representative: Glenn Kellison

Licensee's Mailing Address: 100 Congress Avenue, Suite 2200
Austin, Texas 78701

Property: As described in Article III below

License Number: 22-329-002

Licensee desires use of certain Property (as defined below) owned by Licensor in Midland County, Texas, for purposes set forth below. Licensee acknowledges and agrees that it must obtain a license (the "License") in order to use the public lands of Licensor.

W I T N E S S E T H:

For and in consideration of the execution of this license (this "License") and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

I. Term

A. Initial Term. This License shall be for a term of one (1) year (the "Initial Term"), commencing on the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

B. Renewal Term(s). This License shall automatically renew annually for an additional term of one (1) year (the “Renewal Term”), upon the written request of Licensee received by Licensor at least sixty (60) days prior to the expiration of the Term then in effect. The granting of consent for the Renewal Term(s) shall be in the sole discretion of the applicable governing body and/or officials of Licensor.

C. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days’ written notice to Licensee. The parties to this License understand and agree that it is in Licensor’s sole discretion to terminate this License during the term of this License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of this License. All work and services under this License shall be suspended upon termination of this License.

Upon expiration or termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface of the Property shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor’s Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred eighty (180) days after the expiration or termination of this License. All of the terms, provisions and requirements of this paragraph shall survive the expiration or termination of this License.

II. Financial Consideration

A. License Fee. The license fee for the Initial Term in the amount of ONE HUNDRED NINETY-NINE THOUSAND SIX HUNDRED NINETY-FOUR and 20/100 Dollars (\$199,694.20) shall be due and payable on or prior to the Commencement Date of this License (“License Fee”). For any Renewal Term, a License Fee for the Renewal Term, adjusted as set forth in Article II.F below, shall be payable by Licensee to Licensor on or prior to the first day of the Renewal Term.

In the event Licensor terminates this License pursuant to the provisions of Section I.C., Licensor agrees to refund to Licensee a pro rata share of the License Fee actually paid by Licensee to Licensor for that portion of the remaining term that is being terminated. For the avoidance of doubt, the amount of any refund payable to Licensee pursuant to this paragraph shall be determined net of any costs or expenses incurred by Licensor in connection with Licensee’s unfulfilled obligations under this License (if any).

B. Surface Damage Fee. Purposefully omitted.

C. Application Fee. On or prior to the Commencement Date of this License, Licensee shall pay a non-refundable one-time fee of One Thousand and No/100 Dollars (\$1,000.00) to Licensors Representative. Said fee shall revert to Licensors and Licensee shall have no claim to said fee. The fee shall be used to process the application for this License.

D. Fee Adjustment. Prior to commencement of any Renewal Term, Licensors and Licensee shall negotiate in good faith to agree to an adjustment of the License Fee payable by Licensee to Licensors for the Renewal Term. If Licensors and Licensee are unable to reach an agreement regarding an adjustment to the License Fee for the Renewal Term, then the License Fee for the Renewal Term shall be determined by Licensors in its sole discretion, provided that any increase in the new License Fee shall not exceed twenty-five percent (25%) of the License Fee paid for the Initial Term.

E. Delivery of Payment. Payment of the above fees shall be made to Licensors at the office of Licensors Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. Payment of the above fees shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

F. Late Payment. Licensees failure to make payment of any of the above fees within thirty (30) days after such fee is due shall constitute a late payment and Licensee shall pay Licensors a late charge of five percent (5%) of such fee.

III. Use

A. Permitted Use. Licensors does hereby grant unto Licensee, the right to enter upon the Property, being one hundred fifteen feet (115') in width of the pipeline location as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing, thereon, along the herein described pipeline locations, a steel pipeline, not to exceed twelve inches (12") in diameter, and a 900-square-foot surface site, for the transportation of natural gas, natural gas liquids, and its and their constituents and byproducts and to have the right of ingress and egress at convenient points for such purpose, and said construction width shall revert to thirty feet (30') after the pipeline is laid (the "Property"). **Licensee shall provide Licensors with a complete as-built survey within sixty (60) days of completion of the pipeline(s) and facilities described herein. The parties agree Licensees failure to provide Licensors with a complete as-built survey within sixty (60) days of completion of the pipeline(s) and facilities described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensors.**

B. Road Repair. Licensee covenants and agrees that it will repair, at its own expense, any of Licensors roads that Licensee, its employees, contractors, representatives, agents or assigns damage on Licensors property, so that such roads will comply with Licensors standard specifications.

C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines, water meters and other utility lines owned by Licensors that Licensee, its employees, contractors, representatives, agents or assigns, damage so that such

water lines, sewer lines, water meters and other utility lines shall comply with Licensor's standard specifications.

D. Pipeline Depth. Licensee covenants and agrees that it will bury the pipeline to be constructed hereunder no less than thirty-six inches (36") in depth. All backfill used in burying such pipeline shall be compacted to a density of ninety percent (90%), except where such pipeline crosses under a paved or traveled portion of any City of Midland right of way where such backfill shall be compacted to a density of ninety-five percent (95%). Licensor shall be afforded the opportunity to test the density on all backfill. Notwithstanding any provision to the contrary contained herein, Licensee covenants and agrees that, at any point that Licensee's pipeline intersects with a City of Midland utility line location, the pipeline shall be bored at a depth of at least (i) nine (9) feet under all City of Midland water utility lines and (ii) two (2) feet under all City of Midland sewer utility lines. Licensee agrees that it shall comply with 30 Tex. Admin. Code § 290.44(e), as amended, to the extent applicable to this License.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, Licensee shall first obtain written approval of the specifications therefor from Licensor's Representative, which approval shall be at Licensor's Representative's sole discretion.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S PIPELINE ARISING OUT OF THE NEGLIGENCE BY LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS.** If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. In connection with any such changes Licensor agrees to use commercially reasonable efforts to minimize the portion(s) of the pipeline or permitted facilities or structures that must be moved. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee. However, Licensor agrees not to grant other easements crossing the surface site, as such surface site is exclusive to Licensee during the term of this License.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances associated with the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically terminate and revert to Licensor, its successors or assigns, free and clear of any right, title, or interest of Licensee.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, alter, replace or remove any pipeline built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, if Licensor does not respond to Licensee within four (4) weeks, such request shall be deemed approved. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor work day. If not on a work day, Licensee shall notify Licensor's Representative on the first work day after repairs have begun.

J. Gates and Fences. Without altering or expanding the limitations on ingress, egress and access to the Property set forth in Paragraph A. of Article III above, Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed". Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express prior consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License.

K. Trash. Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall be promptly removed from the Property.

L. Hunting, Fishing and Alcohol Prohibited. No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct

any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used, except for during construction operations.

N. Additional Reservations. Licensor reserves the right to use the surface, subsurface or airspace on, below or above the land covered by this License for any purpose allowed by law and deemed necessary or proper by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through any portion of the Property. In the event of such work in connection with said purposes it shall be deemed necessary or proper by Licensor, at Licensor's sole discretion, to alter, change, or relocate any pipeline, property, or casing of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor, without any claim for reimbursement for the cost of the alteration, change or relocation or for damages against Licensor. The relocation, change or alteration shall be at the sole cost of Licensee. In connection with any such changes Licensor agrees to use commercially reasonable efforts to minimize the portion(s) of the pipeline or permitted facilities or structures that must be relocated, changed or altered. Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration, change or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments. Without limiting the foregoing, Licensor expressly reserves the full right to grant other licenses, easements and/or rights-of-way in, on, across, along, over, under or through all or any portion of the Property. Licensor expressly reserves the right to use and grant to third parties the right to use all or any portion of the Property and the surface, subsurface or airspace on, below or above the Property for any purpose.

O. Surface Site. The surface site herein may be used for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing above and below the surface of the ground, pipelines, valves, risers, vents, cables, meters, pigging equipment, alternating current mitigation equipment, solar power facilities, cathodic protection equipment, and other appurtenances to the pipeline. Licensee may fence only the area of the surface site and install and maintain a gate or gates in the fence, and Licensee may lay a caliche base on the surface of the surface site.

IV. Standard General Conditions

A. Insurance. Licensee shall at all times during the term of this License maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

■ Personal Injury: \$1,000,000.00 per person

■ Property Damage:	\$1,000,000.00 per occurrence \$100,000.00 per occurrence
<i>Business Automobile Liability:</i>	\$1,000,000.00 combined single limit-- Personal Injury and Property Damage
<i>Workers' Compensation:</i>	Statutory limits
<i>Employers' Liability:</i>	\$1,000,000.00 per accident or occurrence
<i>Umbrella Liability:</i>	\$10,000,000.00 each occurrence \$10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall include Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of \$1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall include Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

All insurance required pursuant to this License, except for Worker's Compensation Insurance, shall include Licensor as an additional insured. All insurance required pursuant to this License, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to Licensor. The parties agree that, prior to the execution of this License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. Licensor shall determine, in its sole discretion, whether such requirements have been satisfied.

Licensor shall be provided written notice by Licensee not later than thirty (30) days prior to any reduction or termination of such coverage. Licensor shall not be required to provide any insurance whatsoever pursuant to this License.

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required herein. Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE, ITS SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, PROTECT,

DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S REPRESENTATIVES, AGENTS, ATTORNEYS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) THIS LICENSE, LICENSEE'S USE OF OR ACTIVITIES ON THE PROPERTY OR ANY OTHER PROPERTY OWNED BY LICENSOR, OR ANY ACT OR OMISSION OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "LIABILITIES"), EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF ANY INDEMNITEE. LICENSEE SHALL PROMPTLY ADVISE LICENSOR OF ANY ACTION, ADMINISTRATIVE OR LEGAL PROCEEDING OR INVESTIGATION TO WHICH THIS INDEMNIFICATION MAY APPLY, AND OF WHICH LICENSEE HAS RECEIVED NOTICE, AND LICENSEE, AT LICENSEE'S EXPENSE, SHALL ASSUME ON BEHALF OF LICENSOR (AND THE OTHER INDEMNITEES) AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE THEREOF WITH COUNSEL REASONABLY SATISFACTORY TO LICENSOR; PROVIDED, HOWEVER, THAT ANY INDEMNITEE SHALL HAVE THE RIGHT, AT ITS OPTION, TO BE REPRESENTED THEREIN BY COUNSEL OF ITS OWN SELECTION AND AT ITS OWN EXPENSE. IN THE EVENT OF FAILURE BY LICENSEE TO ASSUME THE DEFENSE OF LICENSOR IN ACCORDANCE WITH THIS INDEMNIFICATION, LICENSOR, AT ITS OPTION, AND WITHOUT RELIEVING LICENSEE OF ITS OBLIGATION HEREUNDER, MAY ASSUME SUCH DEFENSE, AFTER WRITTEN NOTICE THEREOF TO LICENSEE AND LICENSEE'S FAILURE TO RESPOND THERETO WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE (SAID TEN (10) DAY PERIOD SHALL NOT APPLY IN ANY CASE WHERE IMMEDIATE ANSWERS, RESPONSES, OR OTHER AFFIRMATIVE ACTION IS REQUIRED TO PRESERVE THE RIGHTS OF LICENSOR) BUT ALL REASONABLE COSTS AND EXPENSES SO INCURRED BY LICENSOR IN THAT EVENT SHALL BE REIMBURSED BY LICENSEE TO LICENSOR, TOGETHER WITH INTEREST ON THE SAME FROM THE DATE ANY SUCH EXPENSE WAS PAID BY LICENSOR UNTIL REIMBURSED BY LICENSEE, AT THE RATE OF INTEREST PROVIDED TO BE PAID ON JUDGMENTS, BY THE LAWS OF THE STATE OF TEXAS.

WITHOUT LIMITING THE FOREGOING, LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY, PROTECT, DEFEND AND SAVE LICENSOR HARMLESS FROM ANY AND ALL CLAIMS, LIENS, JUDGMENTS, SUITS, CAUSES OF ACTION, AND DEMANDS OF ANY SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR FURNISHERS OF MACHINERY AND PARTS THEREOF,

EQUIPMENT, POWER TOOLS, OR SUPPLIES, IN CONNECTION WITH THE CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE PIPELINE OR OTHER PERMITTED FACILITIES OR STRUCTURES DESCRIBED HEREIN.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE SHALL INDEMNIFY, PROTECT AND HOLD HARMLESS AND DEFEND EACH INDEMNITEE FROM ALL LIABILITIES, SUITS, ACTIONS, CLAIMS, DAMAGES, CAUSES OF ACTION, CHARGES, JUDGMENTS, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF ANY INDEMNITEE, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', REPRESENTATIVES', AGENTS', CONTRACTORS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE, INCLUDING, WITHOUT LIMITATION, SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE OR PERMITTED FACILITIES OR STRUCTURES ON LICENSOR'S PROPERTY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY INDEMNITEE, INCLUDING RELATED ATTORNEY'S FEES.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE, ITS SUCCESSORS AND ASSIGNS, SHALL INDEMNIFY, PROTECT, DEFEND AND HOLD INDEMNITEES HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) (i) FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, THE "INDEMNIFYING PARTIES"), TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN

CONNECTION WITH OR RELATED TO ANY INDEMNIFYING PARTY'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR (ii) ANY INDEMNIFYING PARTY'S HANDLING, STORING, RELEASING OR TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

IT IS THE INTENTION OF THE PARTIES HERETO THAT THE PROVISIONS OF THIS INDEMNIFICATION SHALL APPLY TO AND PROTECT EACH INDEMNITEE FROM THE CONSEQUENCES OF STRICT LIABILITY IMPOSED OR THREATENED TO BE IMPOSED ON SUCH INDEMNITEE, AS WELL AS FROM THE CONSEQUENCES OF THE NEGLIGENCE OF ANY INDEMNITEE, WHETHER OR NOT THAT NEGLIGENCE IS A CONTRIBUTING OR CONCURRING CAUSE OF ANY LIABILITY INDEMNIFIED AGAINST IN THIS ARTICLE IV.B.

THE TERMS, PROVISIONS, REQUIREMENTS AND OBLIGATIONS OF THIS ARTICLE IV.B. SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS LICENSE, AND SHALL NOT BE LIMITED BY OR TO DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEES' BENEFIT ACTS.

C. Assignment. The provisions of this License shall inure to the benefit of and be binding upon Licensor and Licensee and their respective successors and permitted assigns. The rights and privileges granted by Licensor under this License inure to the benefit of Licensee. No rights, privileges or obligations hereunder shall be assignable by Licensee without the express prior written consent of Licensor. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager. Notwithstanding the foregoing, Licensee may assign this License, in whole, without the consent of Licensor, to any: (i) entity that, directly or indirectly, in whole or in part, owns or controls, is owned or controlled by, or is under the common ownership or control of, Licensee; or (ii) any person, bank, financing institution or other lender, or groups thereof, as security for amounts payable under any financing or other arrangements under which Licensee has borrowed funds. Licensee will remain responsible for any obligations it incurs under this License prior to any assignment and will ensure that its assignee agrees, in writing, to be bound by the terms of this License, including but not limited to, the insurance requirements set forth hereinabove.

D. Independent Contractor. It is expressly understood and agreed that Licensee shall perform all work described herein as an independent contractor and not as an officer, agent, servant or employee of Licensor; that Licensee shall have exclusive control of and the exclusive right to control the details of the work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work described hereunder shall be considered an officer, agent, servant or employee of Licensor. Further, it is specifically understood and agreed that nothing in this License is intended or shall be construed as creating a "Community of

Pecuniary Interest” or “An Equal Right of Control” which would give rise to vicarious liability. Licensee shall be an independent contractor under this License and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee’s work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way. The provisions of this subparagraph (D.) shall not be deemed or construed as contradicting, limiting or conflicting with the provisions of subparagraph (M.) below.

E. Attorney Fees. SHOULD LICENSOR BE REQUIRED TO RESORT TO EMPLOYMENT OF ATTORNEYS TO ENFORCE THIS LICENSE, OR ANY OF ITS RIGHTS UNDER THIS LICENSE, LICENSOR SHALL BE ENTITLED TO REIMBURSEMENT FROM LICENSEE FOR LICENSOR’S ATTORNEYS’ FEES. LICENSEE SHALL REIMBURSE LICENSOR FOR LICENSOR’S ATTORNEYS’ FEES INCURRED IN CONNECTION WITH THE PREPARATION AND NEGOTIATION OF THIS LICENSE NOT TO EXCEED TEN THOUSAND DOLLARS (\$10,000.00). BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF ATTORNEY’S FEES, WHICH ARE IN ANY WAY RELATED TO THIS LICENSE, OR THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE. WITHOUT LIMITING THE FOREGOING, LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, OR TO THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY’S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

LICENSEE AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING, KNOWN RIGHT. LICENSEE ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS LICENSE. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN LICENSOR AND LICENSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY, TO THE EXTENT SUCH IMMUNITY EXISTS.

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

F. Governing Law & Venue. All performance and payments made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License or the performance of this

License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

G. Release. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS LICENSE, LICENSEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES LICENSOR, AND LICENSOR'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH LICENSEE HAS OR MIGHT HAVE IN THE FUTURE RELATED TO THIS LICENSE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR LICENSOR'S ORDINARY NEGLIGENCE.

H. Governmental Immunity. To the extent governmental immunity exists, by executing this License, Licensor is not waiving its right of governmental immunity. Licensor is retaining its immunity from suit. Licensor is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY SHOULD SUCH IMMUNITY APPLY.**

I. Third Party Beneficiary. Except as provided in Article IV.B. above with respect to Indemnitees, (i) Licensor's granting of this License does not create any third party beneficiary, (ii) there is no third party beneficiary to this License, and (iii) no person or entity who is not a party to this License shall have any third party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. Without limiting the provisions of Article IV.G. above, as a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager or other such official of Licensor within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves

the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Licensee's failure to comply with the requirements herein shall perpetually bar Licensee's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Licenser has actual or constructive notice or knowledge of said claim or alleged damages. Licensee agrees that the requirements of this entire License are reasonable.

L. Consideration. The terms of this License are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties hereto agree that this License does not constitute a "Contract" for providing goods and/or services to Licenser as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licenser does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licenser expressly does not consent to be sued or be liable. To the maximum extent allowed by law, nothing in this License constitutes a waiver of Licenser's governmental immunity and the parties hereto expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licenser's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licenser's governmental immunity for the benefit of any third party lacking privity to this License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, or maintain Licenser's facilities or structures described herein, rather, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose, but does not require the use of the Property for a specific purpose. Licensee is not providing a service to Licenser. Licensee is paying Licenser for temporary rights in real property, not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licenser's governmental immunity, to the extent such immunity exists.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licenser. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of

archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensors and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensors or the Commission.

P. Memorandum of Right of Way License. Licensors and Licensee have executed a Memorandum of Right of Way License in the form attached hereto as **Exhibit B**, dated of even date herewith, for recording in the records of the counties in which the Property is located, to give record notice of this Right of Way License. This Right of Way License shall not be recorded except with the prior written consent of Licensors.

Q. Waiver. No waiver of any of the provisions of this License shall be deemed or constitute a waiver of any other provisions of this License, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Likewise, the failure of Licensors to enforce any provision of this License shall not be deemed nor shall constitute a waiver of the right of Licensors to enforce such provision.

R. Counterpart Execution. This License may be executed in several counterparts, and any such agreement shall be deemed an original for all intents and purposes.

S. No Release of Liability. Notwithstanding anything to the contrary contained in this License, the termination or expiration of this License shall not relieve Licensee of any liability, duty or obligation under this License, nor shall it preclude Licensors from asserting any right to specific performance, damages or any other rights or remedies to which Licensors may be entitled. Upon termination or expiration of this License for any reason, Licensee shall execute and deliver a recordable release of this License to Licensors in form and substance satisfactory to Licensors.

T. Entire Agreement. This License constitutes the entire agreement between Licensors and Licensee concerning the subject matter hereof, superseding all negotiations, prior discussions, prior licenses and prior agreements and understandings related to the subject matter hereof. This License may only be amended by written instrument executed by Licensors and Licensee.

(Signature Pages to Follow.)

**LICENSOR:
CITY OF MIDLAND, TEXAS**

By: _____
Robert Patrick, City Manager

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT AND
COMPLETENESS:

Carl Craig, Director of Utilities

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

LICENSEE:
BANGL, LLC,
a Delaware limited liability company

By: _____
Printed Name: Glenn Kellison
Title: SVP - Engineering

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2022 personally appeared Glenn Kellison an officer of BANGL, LLC, a Delaware limited liability company known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2022.

Notary Public, State of Texas

EXHIBIT A

Attached to that certain Right of Way License
between the City of Midland, Texas, as “Licensor”
and
BANGL, LLC, as “Licensee”

Property

(see attached)

Attached to that certain Right of Way License
between the City of Midland, Texas, as “Licensor”
and
BANGL, LLC, as “Licensee”

STATE OF TEXAS §
COUNTY OF MIDLAND §

WITNESSETH:

This Memorandum shall be binding upon both parties signing a counterpart of this Memorandum, whether or not both parties sign the same counterpart hereof. To facilitate recordation, one or more executed counterparts of this Memorandum may be assembled into one

document for recording purposes and a single counterpart containing additional signature and acknowledgment pages from the other counterparts may be executed and recorded.

IN WITNESS WHEREOF, this Memorandum is executed as of the dates of the acknowledgments of the respective parties, but effective as of _____, 20__.

LICENSOR:

CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, City Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me this ____ day of _____, 20__, by Robert Patrick, City Manager of the City of Midland, Texas, a home rule municipal corporation, on behalf of said entity.

Notary Public – State of Texas

LICENSEE:
BANGL, LLC,
a Delaware limited liability company

By: _____
Printed Name: Glenn Kellison
Title: SVP - Engineering

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2022 personally appeared Glenn Kellison an officer of BANGL, LLC, a Delaware limited liability company known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2022.

Notary Public, State of Texas

EXHIBIT A

Attached to that certain Memorandum of Right of Way License
between the City of Midland, Texas, as “Licensor”
and
BANGL, LLC, as “Licensee”

Property

(see attached)

B. Renewal Term(s). This License shall automatically renew annually for an additional term of one (1) year (the “Renewal Term”), upon the written request of Licensee received by Licensor at

least sixty (60) days prior to the expiration of the Term then in effect. The granting of consent for the Renewal Term(s) shall be in the sole discretion of the applicable governing body and/or officials of Licensor.

C. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days' written notice to Licensee. The parties to this License understand and agree that it is in Licensor's sole discretion to terminate this License during the term of this License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of this License. All work and services under this License shall be suspended upon termination of this License.

Upon expiration or termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface of the Property shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred eighty (180) days after the expiration or termination of this License. All of the terms, provisions and requirements of this paragraph shall survive the expiration or termination of this License.

II. Financial Consideration

A. License Fee. The license fee for the Initial Term in the amount of ONE THOUSAND NINE HUNDRED SIXTEEN and 60/100 Dollars (\$1,916.60) shall be due and payable on or prior to the Commencement Date of this License ("License Fee"). For any Renewal Term, a License Fee for the Renewal Term, adjusted as set forth in Article II.F below, shall be payable by Licensee to Licensor on or prior to the first day of the Renewal Term.

In the event Licensor terminates this License pursuant to the provisions of Section I.C., Licensor agrees to refund to Licensee a pro rata share of the License Fee actually paid by Licensee to Licensor for that portion of the remaining term that is being terminated. For the avoidance of doubt, the amount of any refund payable to Licensee pursuant to this paragraph shall be determined net of any costs or expenses incurred by Licensor in connection with Licensee's unfulfilled obligations under this License (if any).

B. Surface Damage Fee. Purposefully omitted.

C. Application Fee. On or prior to the Commencement Date of this License, Licensee shall pay a non-refundable one-time fee of One Thousand and No/100 Dollars (\$1,000.00) to Licensors Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for this License.

D. Fee Adjustment. Prior to commencement of any Renewal Term, Licensor and Licensee shall negotiate in good faith to agree to an adjustment of the License Fee payable by Licensee to Licensor for the Renewal Term. If Licensor and Licensee are unable to reach an agreement regarding an adjustment to the License Fee for the Renewal Term, then the License Fee for the Renewal Term shall be determined by Licensor in its sole discretion, provided that any increase in the new License Fee shall not exceed twenty-five percent (25%) of the License Fee paid for the Initial Term.

E. Delivery of Payment. Payment of the above fees shall be made to Licensor at the office of Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. Payment of the above fees shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

F. Late Payment. Licensee's failure to make payment of any of the above fees within thirty (30) days after such fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%) of such fee.

III. Use

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon the Property, being one hundred feet (100') in width of the pipeline location as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing, thereon, along the herein described locations, a twenty (20) foot wide road, together with the right of ingress and egress at convenient points for such purpose, and said construction width shall revert to twenty (20) feet after placing and construction are completed (the "Property"). **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline(s) and facilities described herein. The parties agree Licensee's failure to provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline(s) and facilities described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.**

B. Road Repair. Licensee covenants and agrees that it will repair, at its own expense, any of Licensor's roads that Licensee, its employees, contractors, representatives, agents or assigns damage on Licensor's property, so that such roads will comply with Licensor's standard specifications.

C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines, water meters and other utility lines owned by Licensor that Licensee, its employees, contractors, representatives, agents or assigns, damage so that such

water lines, sewer lines, water meters and other utility lines shall comply with Licensor's standard specifications.

D. Pipeline Depth. Licensee covenants and agrees that it will bury the pipeline to be constructed hereunder no less than thirty-six inches (36") in depth. All backfill used in burying such pipeline shall be compacted to a density of ninety percent (90%), except where such pipeline crosses under a paved or traveled portion of any City of Midland right of way where such backfill shall be compacted to a density of ninety-five percent (95%). Licensor shall be afforded the opportunity to test the density on all backfill. Notwithstanding any provision to the contrary contained herein, Licensee covenants and agrees that, at any point that Licensee's pipeline intersects with a City of Midland utility line location, the pipeline shall be bored at a depth of at least (i) nine (9) feet under all City of Midland water utility lines and (ii) two (2) feet under all City of Midland sewer utility lines. Licensee agrees that it shall comply with 30 Tex. Admin. Code § 290.44(e), as amended, to the extent applicable to this License.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, Licensee shall first obtain written approval of the specifications therefor from Licensor's Representative, which approval shall be at Licensor's Representative's sole discretion.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S PIPELINE ARISING OUT OF THE NEGLIGENCE BY LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS.** If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. In connection with any such changes Licensor agrees to use commercially reasonable efforts to minimize the portion(s) of the pipeline or permitted facilities or structures that must be moved. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances associated with the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically terminate and revert to Licensor, its successors or assigns, free and clear of any right, title, or interest of Licensee.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, alter, replace or remove any pipeline built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, if Licensor does not respond to Licensee within four (4) weeks, such request shall be deemed approved. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor work day. If not on a work day, Licensee shall notify Licensor's Representative on the first work day after repairs have begun.

J. Gates and Fences. Without altering or expanding the limitations on ingress, egress and access to the Property set forth in Paragraph A. of Article III above, Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed". Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express prior consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License.

K. Trash. Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall be promptly removed from the Property.

L. Hunting, Fishing and Alcohol Prohibited. No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be

permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used, except for during construction operations.

N. Additional Reservations. Licensor reserves the right to use the surface, subsurface or airspace on, below or above the land covered by this License for any purpose allowed by law and deemed necessary or proper by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through any portion of the Property. In the event of such work in connection with said purposes it shall be deemed necessary or proper by Licensor, at Licensor's sole discretion, to alter, change, or relocate any pipeline, property, or casing of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor, without any claim for reimbursement for the cost of the alteration, change or relocation or for damages against Licensor. The relocation, change or alteration shall be at the sole cost of Licensee. In connection with any such changes Licensor agrees to use commercially reasonable efforts to minimize the portion(s) of the pipeline or permitted facilities or structures that must be relocated, changed or altered. Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration, change or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments. Without limiting the foregoing, Licensor expressly reserves the full right to grant other licenses, easements and/or rights-of-way in, on, across, along, over, under or through all or any portion of the Property. Licensor expressly reserves the right to use and grant to third parties the right to use all or any portion of the Property and the surface, subsurface or airspace on, below or above the Property for any purpose.

IV. Standard General Conditions

A. Insurance. Licensee shall at all times during the term of this License maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

- Personal Injury: \$1,000,000.00 per person
\$1,000,000.00 per occurrence
- Property Damage: \$100,000.00 per occurrence

Business Automobile Liability: \$1,000,000.00 combined single limit--
Personal Injury and Property Damage

<i>Workers' Compensation:</i>	Statutory limits
<i>Employers' Liability:</i>	\$1,000,000.00 per accident or occurrence
<i>Umbrella Liability:</i>	\$10,000,000.00 each occurrence \$10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall include Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of \$1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall include Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

All insurance required pursuant to this License, except for Worker's Compensation Insurance, shall include Licensor as an additional insured. All insurance required pursuant to this License, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to Licensor. The parties agree that, prior to the execution of this License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. Licensor shall determine, in its sole discretion, whether such requirements have been satisfied.

Licensor shall be provided written notice by Licensee not later than thirty (30) days prior to any reduction or termination of such coverage. Licensor shall not be required to provide any insurance whatsoever pursuant to this License.

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required herein. Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE, ITS SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S REPRESENTATIVES, AGENTS, ATTORNEYS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE

ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) THIS LICENSE, LICENSEE'S USE OF OR ACTIVITIES ON THE PROPERTY OR ANY OTHER PROPERTY OWNED BY LICENSOR, OR ANY ACT OR OMISSION OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "LIABILITIES"), EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF ANY INDEMNITEE. LICENSEE SHALL PROMPTLY ADVISE LICENSOR OF ANY ACTION, ADMINISTRATIVE OR LEGAL PROCEEDING OR INVESTIGATION TO WHICH THIS INDEMNIFICATION MAY APPLY, AND OF WHICH LICENSEE HAS RECEIVED NOTICE, AND LICENSEE, AT LICENSEE'S EXPENSE, SHALL ASSUME ON BEHALF OF LICENSOR (AND THE OTHER INDEMNITEES) AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE THEREOF WITH COUNSEL REASONABLY SATISFACTORY TO LICENSOR; PROVIDED, HOWEVER, THAT ANY INDEMNITEE SHALL HAVE THE RIGHT, AT ITS OPTION, TO BE REPRESENTED THEREIN BY COUNSEL OF ITS OWN SELECTION AND AT ITS OWN EXPENSE. IN THE EVENT OF FAILURE BY LICENSEE TO ASSUME THE DEFENSE OF LICENSOR IN ACCORDANCE WITH THIS INDEMNIFICATION, LICENSOR, AT ITS OPTION, AND WITHOUT RELIEVING LICENSEE OF ITS OBLIGATION HEREUNDER, MAY ASSUME SUCH DEFENSE, AFTER WRITTEN NOTICE THEREOF TO LICENSEE AND LICENSEE'S FAILURE TO RESPOND THERETO WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE (SAID TEN (10) DAY PERIOD SHALL NOT APPLY IN ANY CASE WHERE IMMEDIATE ANSWERS, RESPONSES, OR OTHER AFFIRMATIVE ACTION IS REQUIRED TO PRESERVE THE RIGHTS OF LICENSOR) BUT ALL REASONABLE COSTS AND EXPENSES SO INCURRED BY LICENSOR IN THAT EVENT SHALL BE REIMBURSED BY LICENSEE TO LICENSOR, TOGETHER WITH INTEREST ON THE SAME FROM THE DATE ANY SUCH EXPENSE WAS PAID BY LICENSOR UNTIL REIMBURSED BY LICENSEE, AT THE RATE OF INTEREST PROVIDED TO BE PAID ON JUDGMENTS, BY THE LAWS OF THE STATE OF TEXAS.

WITHOUT LIMITING THE FOREGOING, LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY, PROTECT, DEFEND AND SAVE LICENSOR HARMLESS FROM ANY AND ALL CLAIMS, LIENS, JUDGMENTS, SUITS, CAUSES OF ACTION, AND DEMANDS OF ANY SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, OR SUPPLIES, IN CONNECTION WITH THE CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE PIPELINE OR OTHER PERMITTED FACILITIES OR STRUCTURES DESCRIBED HEREIN.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE SHALL INDEMNIFY, PROTECT AND HOLD HARMLESS AND DEFEND EACH INDEMNITEE FROM ALL LIABILITIES, SUITS, ACTIONS, CLAIMS, DAMAGES, CAUSES OF ACTION, CHARGES, JUDGMENTS, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF ANY INDEMNITEE, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', REPRESENTATIVES', AGENTS', CONTRACTORS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE, INCLUDING, WITHOUT LIMITATION, SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE OR PERMITTED FACILITIES OR STRUCTURES ON LICENSOR'S PROPERTY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY INDEMNITEE, INCLUDING RELATED ATTORNEY'S FEES.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE, ITS SUCCESSORS AND ASSIGNS, SHALL INDEMNIFY, PROTECT, DEFEND AND HOLD INDEMNITEES HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) (i) FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, THE "INDEMNIFYING PARTIES"), TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY INDEMNIFYING PARTY'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR (ii) ANY INDEMNIFYING PARTY'S HANDLING, STORING, RELEASING OR TRANSPORTING OR DISPOSING

OF ALL SUBSTANCES, INCLUDING BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

IT IS THE INTENTION OF THE PARTIES HERETO THAT THE PROVISIONS OF THIS INDEMNIFICATION SHALL APPLY TO AND PROTECT EACH INDEMNITEE FROM THE CONSEQUENCES OF STRICT LIABILITY IMPOSED OR THREATENED TO BE IMPOSED ON SUCH INDEMNITEE, AS WELL AS FROM THE CONSEQUENCES OF THE NEGLIGENCE OF ANY INDEMNITEE, WHETHER OR NOT THAT NEGLIGENCE IS A CONTRIBUTING OR CONCURRING CAUSE OF ANY LIABILITY INDEMNIFIED AGAINST IN THIS ARTICLE IV.B.

THE TERMS, PROVISIONS, REQUIREMENTS AND OBLIGATIONS OF THIS ARTICLE IV.B. SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS LICENSE, AND SHALL NOT BE LIMITED BY OR TO DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEES' BENEFIT ACTS.

C. Assignment. The provisions of this License shall inure to the benefit of and be binding upon Licensor and Licensee and their respective successors and permitted assigns. The rights and privileges granted by Licensor under this License inure to the benefit of Licensee. No rights, privileges or obligations hereunder shall be assignable by Licensee without the express prior written consent of Licensor. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager. Notwithstanding the foregoing, Licensee may assign this License, in whole, without the consent of Licensor, to any: (i) entity that, directly or indirectly, in whole or in part, owns or controls, is owned or controlled by, or is under the common ownership or control of, Licensee; or (ii) any person, bank, financing institution or other lender, or groups thereof, as security for amounts payable under any financing or other arrangements under which Licensee has borrowed funds. Licensee will remain responsible for any obligations it incurs under this License prior to any assignment and will ensure that its assignee agrees, in writing, to be bound by the terms of this License, including but not limited to, the insurance requirements set forth hereinabove.

D. Independent Contractor. It is expressly understood and agreed that Licensee shall perform all work described herein as an independent contractor and not as an officer, agent, servant or employee of Licensor; that Licensee shall have exclusive control of and the exclusive right to control the details of the work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work described hereunder shall be considered an officer, agent, servant or employee of Licensor. Further, it is specifically understood and agreed that nothing in this License is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Licensee shall be an independent contractor under this License and shall assume all of the rights,

obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way. The provisions of this subparagraph (D.) shall not be deemed or construed as contradicting, limiting or conflicting with the provisions of subparagraph (M.) below.

E. Attorney Fees. SHOULD LICENSOR BE REQUIRED TO RESORT TO EMPLOYMENT OF ATTORNEYS TO ENFORCE THIS LICENSE, OR ANY OF ITS RIGHTS UNDER THIS LICENSE, LICENSOR SHALL BE ENTITLED TO REIMBURSEMENT FROM LICENSEE FOR LICENSOR'S ATTORNEYS' FEES. LICENSEE SHALL REIMBURSE LICENSOR FOR LICENSOR'S ATTORNEYS' FEES INCURRED IN CONNECTION WITH THE PREPARATION AND NEGOTIATION OF THIS LICENSE NOT TO EXCEED TEN THOUSAND DOLLARS (\$10,000.00). BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS LICENSE, OR THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE. WITHOUT LIMITING THE FOREGOING, LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, OR TO THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

LICENSEE AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING, KNOWN RIGHT. LICENSEE ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS LICENSE. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN LICENSOR AND LICENSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY, TO THE EXTENT SUCH IMMUNITY EXISTS.

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

F. Governing Law & Venue. All performance and payments made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License or the performance of this License shall be in Midland County, Texas. The obligations and undertakings of each of the parties

to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

G. Release. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS LICENSE, LICENSEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES LICENSOR, AND LICENSOR’S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH LICENSEE HAS OR MIGHT HAVE IN THE FUTURE RELATED TO THIS LICENSE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR LICENSOR’S ORDINARY NEGLIGENCE.

H. Governmental Immunity. To the extent governmental immunity exists, by executing this License, Licensor is not waiving its right of governmental immunity. Licensor is retaining its immunity from suit. Licensor is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY SHOULD SUCH IMMUNITY APPLY.**

I. Third Party Beneficiary. Except as provided in Article IV.B. above with respect to Indemnitees, (i) Licensor’s granting of this License does not create any third party beneficiary, (ii) there is no third party beneficiary to this License, and (iii) no person or entity who is not a party to this License shall have any third party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties’ respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. Without limiting the provisions of Article IV.G. above, as a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager or other such official of Licensor within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee’s notice is insufficient. Licensor reserves

the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Licensee's failure to comply with the requirements herein shall perpetually bar Licensee's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Licenser has actual or constructive notice or knowledge of said claim or alleged damages. Licensee agrees that the requirements of this entire License are reasonable.

L. Consideration. The terms of this License are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties hereto agree that this License does not constitute a "Contract" for providing goods and/or services to Licenser as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licenser does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licenser expressly does not consent to be sued or be liable. To the maximum extent allowed by law, nothing in this License constitutes a waiver of Licenser's governmental immunity and the parties hereto expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licenser's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licenser's governmental immunity for the benefit of any third party lacking privity to this License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, or maintain Licenser's facilities or structures described herein, rather, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose, but does not require the use of the Property for a specific purpose. Licensee is not providing a service to Licenser. Licensee is paying Licenser for temporary rights in real property, not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licenser's governmental immunity, to the extent such immunity exists.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licenser. Notwithstanding

any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensors and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensors or the Commission.

P. Memorandum of Right of Way License. Licensors and Licensee have executed a Memorandum of Right of Way License in the form attached hereto as **Exhibit B**, dated of even date herewith, for recording in the records of the counties in which the Property is located, to give record notice of this Right of Way License. This Right of Way License shall not be recorded except with the prior written consent of Licensors.

Q. Waiver. No waiver of any of the provisions of this License shall be deemed or constitute a waiver of any other provisions of this License, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Likewise, the failure of Licensors to enforce any provision of this License shall not be deemed nor shall constitute a waiver of the right of Licensors to enforce such provision.

R. Counterpart Execution. This License may be executed in several counterparts, and any such agreement shall be deemed an original for all intents and purposes.

S. No Release of Liability. Notwithstanding anything to the contrary contained in this License, the termination or expiration of this License shall not relieve Licensee of any liability, duty or obligation under this License, nor shall it preclude Licensors from asserting any right to specific performance, damages or any other rights or remedies to which Licensors may be entitled. Upon termination or expiration of this License for any reason, Licensee shall execute and deliver a recordable release of this License to Licensors in form and substance satisfactory to Licensors.

T. Entire Agreement. This License constitutes the entire agreement between Licensors and Licensee concerning the subject matter hereof, superseding all negotiations, prior discussions, prior licenses and prior agreements and understandings related to the subject matter hereof. This License may only be amended by written instrument executed by Licensors and Licensee.

(Signature Pages to Follow)

**LICENSOR:
CITY OF MIDLAND, TEXAS**

By: _____
Robert Patrick, City Manager

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT AND
COMPLETENESS:

Carl Craigo, Director of Utilities

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

LICENSEE:
BANGL, LLC,
a Delaware limited liability company

By: _____
Printed Name: Glenn Kellison
Title: SVP - Engineering

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2022 personally appeared Glenn Kellison an officer of BANGL, LLC, a Delaware limited liability company known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2022.

Notary Public, State of Texas

EXHIBIT A

Attached to that certain Right of Way License
between the City of Midland, Texas, as “Licensor”
and
BANGL, LLC, as “Licensee”

Property

(see attached)

Attached to that certain Right of Way License
between the City of Midland, Texas, as “Licensor”
and
BANGL, LLC, as “Licensee”

STATE OF TEXAS §
COUNTY OF MIDLAND §

This Memorandum shall be binding upon both parties signing a counterpart of this Memorandum, whether or not both parties sign the same counterpart hereof. To facilitate recordation, one or more executed counterparts of this Memorandum may be assembled into one document for recording purposes and a single counterpart containing additional signature and acknowledgment pages from the other counterparts may be executed and recorded.

IN WITNESS WHEREOF, this Memorandum is executed as of the dates of the acknowledgments of the respective parties, but effective as of _____, 20__.

LICENSOR:

CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, City Manager

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF MIDLAND §

This instrument was acknowledged before me this ____ day of _____, 20__, by Robert Patrick, City Manager of the City of Midland, Texas, a home rule municipal corporation, on behalf of said entity.

Notary Public – State of Texas

LICENSEE:
BANGL, LLC,
a Delaware limited liability company

By: _____
Printed Name: Glenn Kellison
Title: SVP - Engineering

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2022 personally appeared Glenn Kellison an officer of BANGL, LLC, a Delaware limited liability company known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2022.

Notary Public, State of Texas

EXHIBIT A

Attached to that certain Memorandum of Right of Way License
between the City of Midland, Texas, as “Licensor”
and
BANGL, LLC, as “Licensee”

Property

(see attached)



City Council Meeting

Item Number: 10
Meeting Date: July 26, 2022 (July 12, 2022)
To: City Council / City Manager
From: Cole Furqueron,
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 1, 2, 3, 10, 11, AND 12, BLOCK 13, AND LOTS 1 AND 2, BLOCK 14, LANGFORD WEATHERED ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-1, SINGLE-FAMILY DWELLING DISTRICT, IN PART, AND SF-2, SINGLE-FAMILY DWELLING DISTRICT, IN PART, TO PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER (GENERALLY LOCATED ON THE EAST SIDE OF THE INTERSECTION OF NORTH A STREET AND ELK AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

The Applicant, James Griffis, is requesting a zone change from SF-1, Single-Family Dwelling District, in part, and SF-2 Single-Family Dwelling District, in part to PD, Planned-Development District on the property located at 1606 N. "A" Street, to construct a mini-storage facility.

Recommended City Council Action:

Directional / Informational

Fiscal Impact:

No City funds would be required for this project.

Current Zoning:

SF-1, Single-Family Dwelling District, in part, and SF-2, Single-Dwelling District in part.

Surrounding Zoning and Land Use:

The properties to the north, east and west are Zoned SF-1 Single-Family Dwelling District and to location of a Bowie Elementary, Cemetery and single-family homes. The properties to the South are zoned SF-1, Single-Family Dwelling District and SF-2, Single-Family Dwelling District, and the location of single-family homes.

Discussion:

The property is currently vacant and in the process of replating. The applicant, James Griffis, is requesting a zone change to allow for the development of a mini-storage facility since the current zoning district (SF-1, Single-Family Dwelling District, in part, and SF-2, Single-Family Dwelling District, in part) does not allow for this type of development. If the change to PD, Planned Development District for an Office Center were approved, then the property would be considered spot-zoned in the middle of a Single-Family residential neighborhood.

If approved, the development will need to conform to section 5.05, Nonresidential Zoning District Dimensional Regulations and section 6.01 through 6.05, Zoning Development Regulations of the Zoning Ordinance.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Engineering: (Approved)

No objection to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Code: (Approved)

No Oil and Gas issues.

Transportation: (Approved)

No objections.

Planning:

This request is not in compliance the Tall City Tomorrow Comprehensive Plan, Chapter 3 as it designates this area for Urban Medium, a classification which calls for a mix of housing styles that include single-family attached housing, townhomes, and limited multiple-family housing. As the surrounding lots consist of cemetery and residences, this zone change will not mesh with the current style and characteristics of the surrounding neighborhood. Rezone the property from SF-1, Single-Family Dwelling District, in part, and SF-2, Single-Family Dwelling District, in part to PD, Planned Development District for an Office Center with an underlying zoning of C, Commercial District, will allow for the development of a mini storage facility and will be the only commercial use allowed on this property.

This request was recommended for approval at the July 5, 2022, Planning and Zoning Commission meeting.

If approved, staff recommends that the zone change from SF-1, Single-Family Dwelling District, in part, and SF-2, Single-Family Dwelling District, in part to PD, Planned Development District for an Office Center, are subject to conditions A through E.

Condition:

- A. That the use and development of this property shall conform to the regulations of the C, Commercial District, except as stated below.**
- B. That the development of a storage facility shall be the only commercial use allowed.**
- C. That this property shall significantly conform to the site plan, attached hereto and incorporated herein as Exhibit A.**
- D. That the landscaping shall conform to the regulations set forth in Title XI, Chapter 9 of the City Code.**
- E. That all signage shall conform to the City of Midland Sign Code.**

Letters of Objection:

Staff has not received any letters of objection as of July 7, 2022.

Attachments:

Application
Site Plan (Exhibit A)

Metes and Bounds
Maps



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 1, 2, 3, 10, 11, AND 12, BLOCK 13, AND LOTS 1 AND 2, BLOCK 14, LANGFORD WEATHERED ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-1, SINGLE-FAMILY DWELLING DISTRICT, IN PART, AND SF-2, SINGLE-FAMILY DWELLING DISTRICT, IN PART, TO PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER (GENERALLY LOCATED ON THE EAST SIDE OF THE INTERSECTION OF NORTH A STREET AND ELK AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lots 1, 2, 3, 10, 11, and 12, Block 13, and Lots 1 and 2, Block 14, Langford Weathered Addition, City and County of Midland, Texas (the “Property”) to PD, Planned Development District for an Office Center and adopting a site plan therefor, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from SF-1, Single-Family Dwelling District, in part, and SF-2, Single-Family Dwelling District, in part, to PD, Planned Development District for an Office Center.

SECTION TWO. That the base zoning district to which the use and development of the Property shall conform, except as modified by Section Three of this ordinance, is the C, Commercial District.

SECTION THREE. That a site plan, which is attached hereto as Exhibit “A” and incorporated herein for all purposes, is hereby adopted, and the use and development of the Property shall be subject to the following conditions and restrictions:

- A. That the use and development of the Property shall significantly conform to the site plan attached hereto as Exhibit “A”.
- B. That the only allowed commercial use of the Property shall be Storage Units, Mini, as that term is defined in Section 11-1-2.01 of the City Code.
- C. That the landscaping shall conform to the regulations set forth in Title XI, Chapter 9 of the City Code.
- D. That all signage shall conform to the regulations set forth in Title XI, Chapter 7a of the City Code.

SECTION FOUR. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FIVE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION SIX. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SEVEN. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars

(\$2,000.00).

SECTION EIGHT. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2022; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2022, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

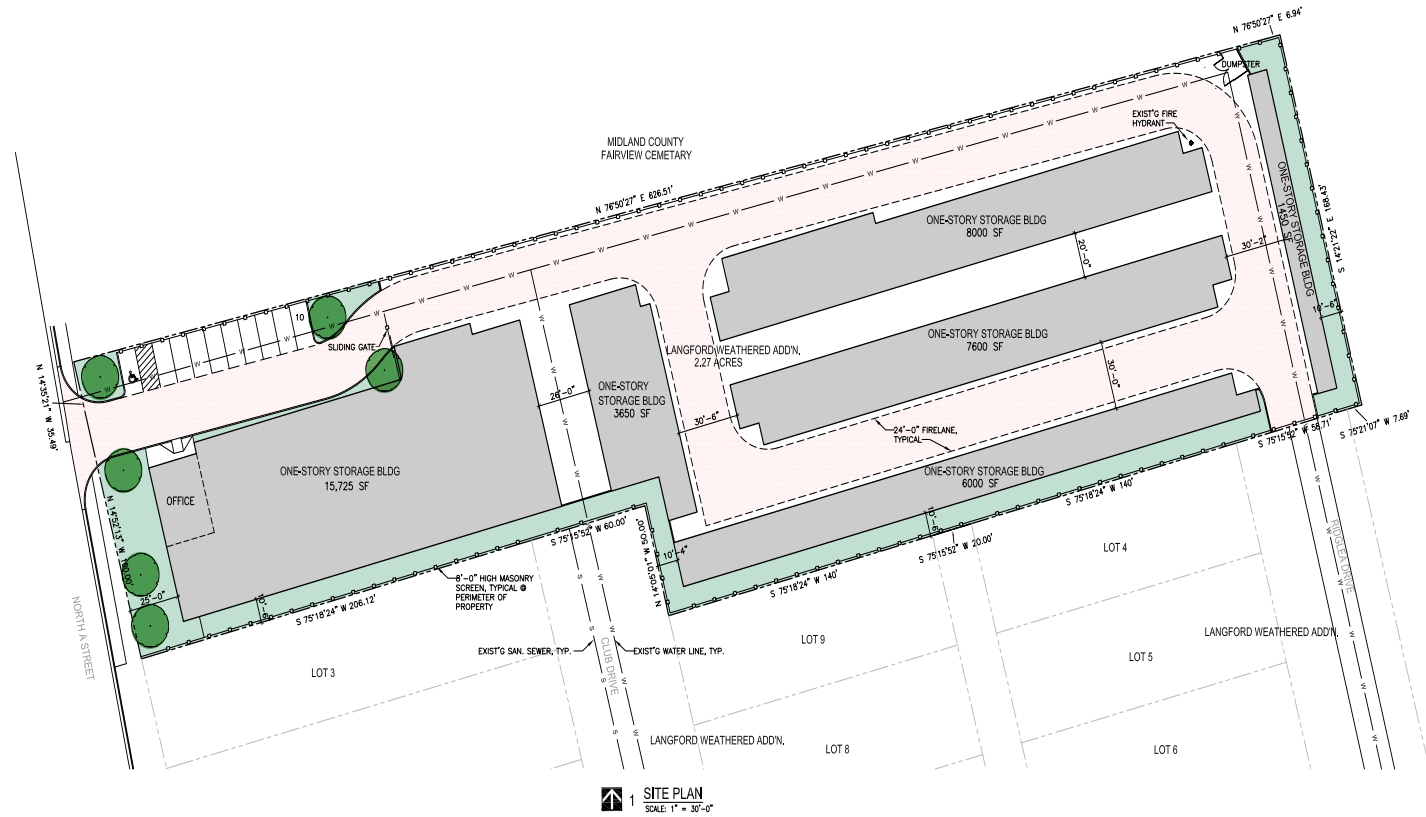
APPROVED AS TO CONTENT
AND COMPLETENESS:

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

EXHIBIT "A"



SITE PLAN STATISTICS:	
CURRENT ZONING:	SF1
PROPOSED ZONING:	C
LOT AREA:	98,881 SF (2.27 AC.)
BUILDING AREA:	42,500 SF
BUILDING HEIGHT (MAX):	25'-0" @ OFFICE; 12'-0", TYP.
IMPERVIOUS AREA:	86,895 SF (88%)
LANDSCAPED AREA:	11,986 SF (12%)
BUILDING USE:	SELF STORAGE
PARKING DATA	
USE: WAREHOUSE	
PARKING REQUIRED:	
1 SPACE/1000 SF =	43 SPACES (2 H.C. SPACE)
PARKING PROVIDED:	
1 SPACE/5000 SF =	10 SPACES (1 H.C. SPACE)

BACA

100 NORTH TRAVIS STREET
SUITE NO.500
SHERMAN, TEXAS 75090
903.893.5800
www.BACA.team

**SCHEMATIC
DESIGN
REVIEW**
NOT FOR REGULATORY
APPROVAL, PERMITTING, OR
CONSTRUCTION

REVISIONS	DATE
DESCRIPTION	
NO.	

North A Storage
A New Self-Storage Facility
North A Street, Midland, Texas

PROJECT NUMBER
2204
DATE
01.18.22
SHEET NUMBER
CSP-1



**Zone Change/Planned District
Amendment/Site Plan Approval**

Project Number: _____

Case Number: _____

2-22-0283

Applicant (if acting as Agent, see affidavit on page 2)

Printed Name: JAMES B. GRAFFIS

Phone (713) 294-3331

Email JAMES@WTICAP.COM

Address 1411 W. CUTHBERT AVE.

City MIDLAND

State TX

Zip 79701

Property Owner

Printed Name: MIKE MASSEY

Phone () _____

Email MLM@MIKELMASSEY.COM

Address 24 HIRLEAH DR.

City MIDLAND

State TX

Zip 79705

Representative (if different from Applicant or Property Owner)

Firm: _____

Printed Name: _____

Phone () _____

Email _____

Address _____

City _____

State _____

Zip _____

Street Address: 1606 N. A STREET MIDLAND, TX 79701

Legal Description

Lot: _____ Block: _____ Subdivision: SEE ATTACHED SURVEY

Current Zoning:

SF1

Proposed Zone: C

(List by tracts if more than one district is requested)

Reason for Zone Change Request:

PROPOSED DEVELOPMENT AND OPERATION OF SELF-STORAGE. CURRENT ZONING NEEDS TO BE CHANGED TO ACCOMMODATE DEVELOPMENT.

Present Use of Property: UNDEVELOPED

Proposed Use of Property: SELF-STORAGE

How would this zone change affect the public health, safety and welfare?

THERE WOULD BE NO AFFECT TO THE PUBLIC HEALTH, SAFETY AND WELFARE.

Describe how conditions affecting the property have changed since present zoning designation:

LAND IS UNDEVELOPED. 1 SIDE FACE A STREET, 2 SIDES FACE CEMETERY. THERE HAS BEEN NO DEVELOPMENT.

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature (by property owner only – authorized agent must sign affidavit below)

Applicant (signature):

Sub. Offi.

Date: *1/19/2022*

Applicant (printed):

JAMES B. GRIFFIN

Property Owner (signature):

Mike Massey

Date: *1-19-22*

Property Owner (printed):

MIKE MASSEY

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear _____ who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (signature)

Subscribed and sworn to before me, this _____ day of _____, 20____, to certify which witness my hand and seal of office.

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☐ Property Owner Authorization

☐ Dimensioned Site Plan

☐ Application Fee

☐ Plans in Digital Format (PDF/JPEG)

Check # _____

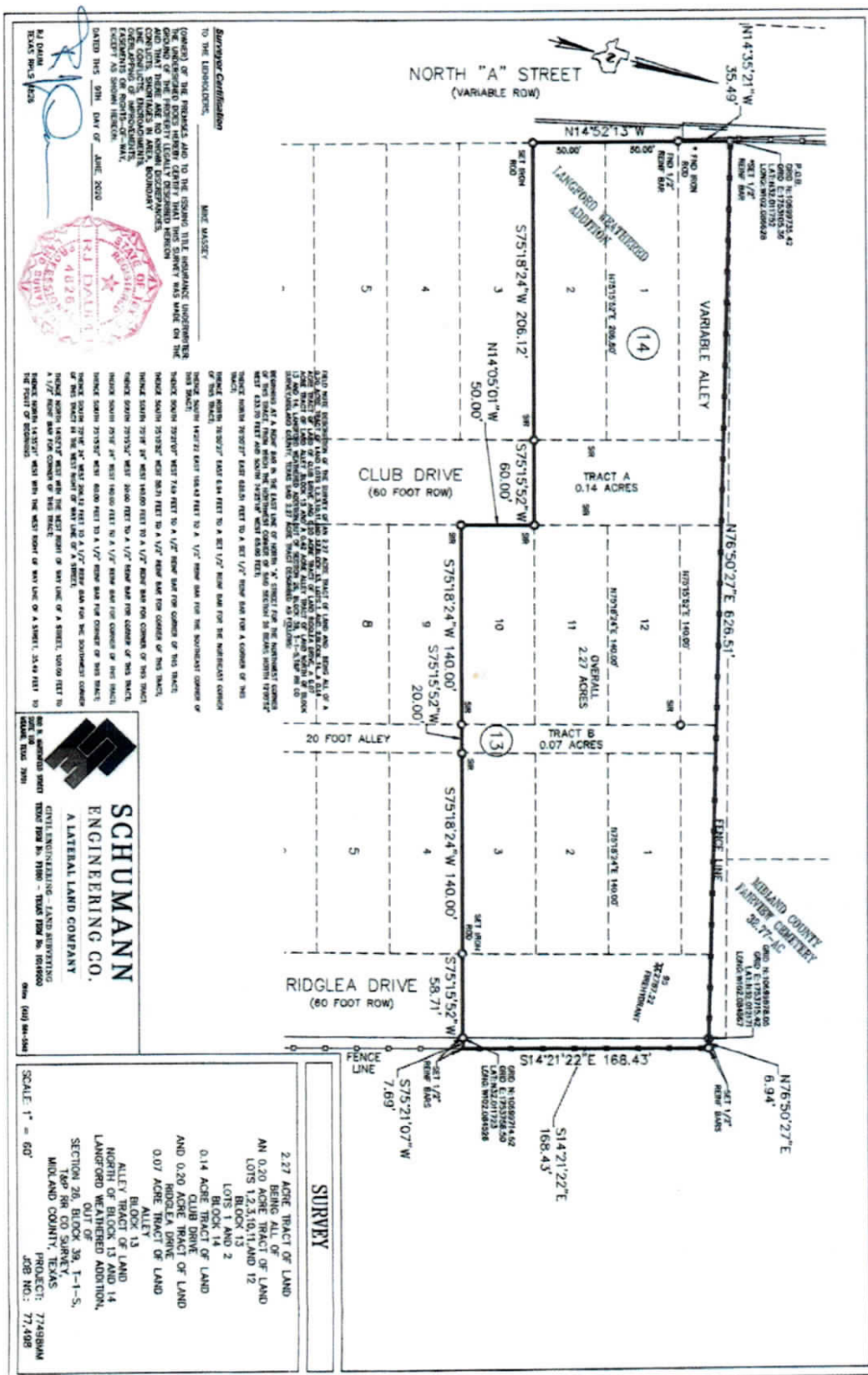
Received By: _____

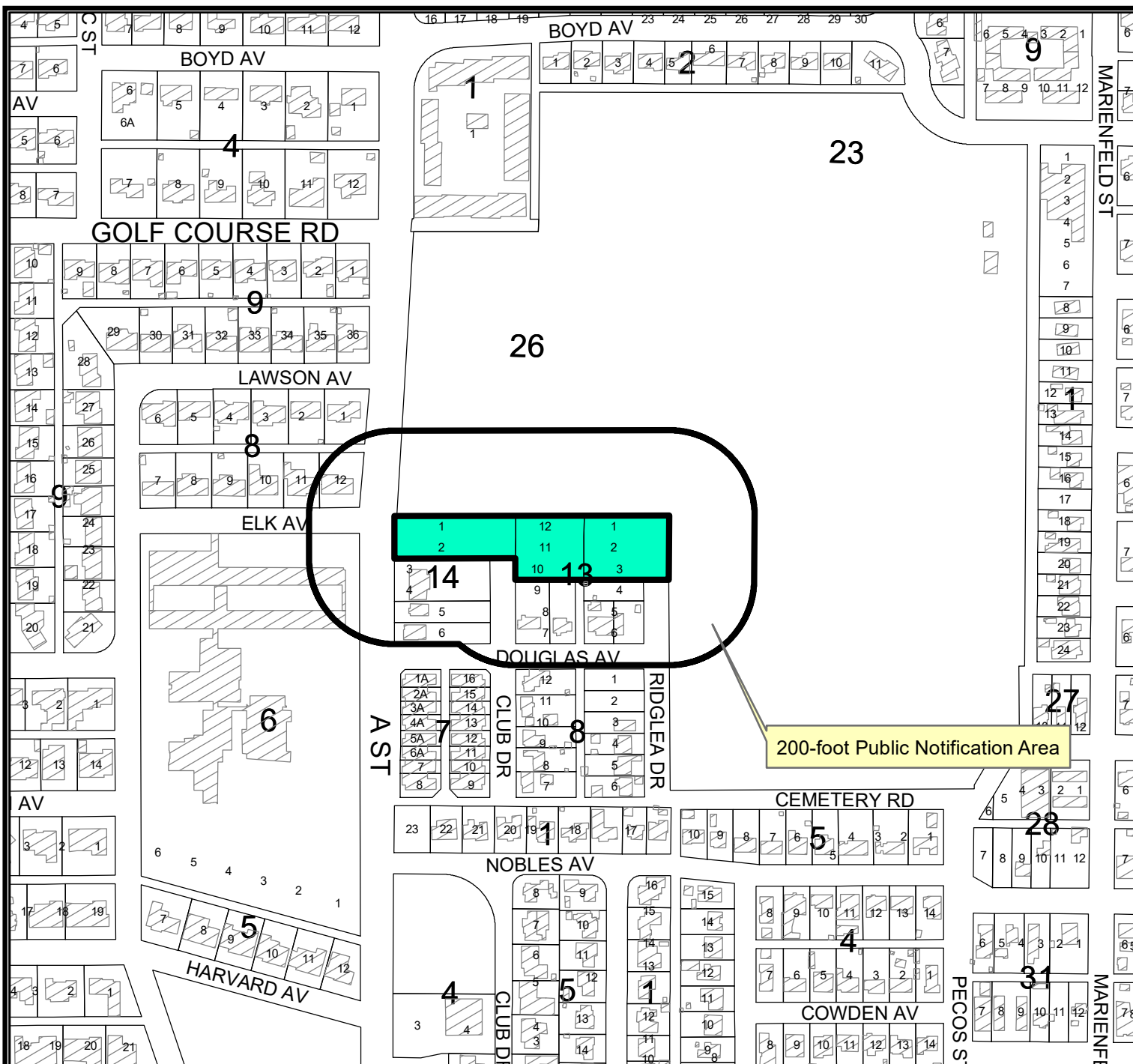
Date: _____

****Application will not be considered for scheduling until reviewed by a planner.****

Special Exception Application

Revised 10/18/16





LOCATION MAP

Z-22-0283

Scale: 1" = 300'

A request by James Griffis for a Zone Change from SF-1, Single-Family Dwelling District in part and SF-2 Single-Family Dwelling District in part to PD, Planned Development District for Office Center on Lots 1 & 2, Block 14 and Lots 1, 2, 3, 10, 11, & 12, Block 13, Langford-Weathered Addition, City and County of Midland, Texas.

Generally located to the east of the intersection of N. 4th Street and Elk Avenue. - (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY OR A ZONING TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

July 26, 2022

LAWSON AV

ELK AV

SF1

AST

PD

CLUB DR

DOUGLAS AV

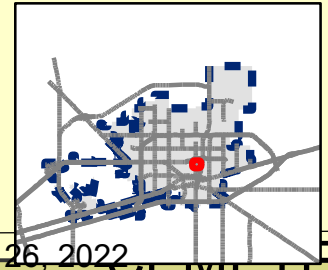
SF2

RIDGLEA DR

PACKET

10.14

July 26, 2022













City Council Meeting

Item Number: 11
Meeting Date: July 26, 2022 (July 12, 2022)
To: City Council / City Manager
From: Landon Ochoa, Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 4,472-SQUARE FOOT PORTION OF LOT 1, BLOCK 8, POLO PARK ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH GARFIELD STREET AND WEST LOOP 250 NORTH), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Brian Burns & Andre Patterson, d/b/a Champs Sports Grill and Bar, LLC., is requesting a Specific Use Designation (SUD) for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant Champs Sports Grill and Bar, located at 4610 N. Garfield Street D-1A.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Current Zoning:

PD, Planned Development District for a Shopping Center (Ordinance No. 7771).

Surrounding Zoning and Land Use:

The properties to the north are zoned O-1, Office District, and PD, Planned District for a Housing Development, and location of Quality Suites and Polo Park Retirement Center, respectively. The properties to the east are zoned 1F-2, One-Family Dwelling District, and PD, Planned District for a Shopping Center, and the location of single-family houses and Extra Space Storage, respectively. The property to the south is zoned 1F-1, One-Family Dwelling District, and the location of the Midland Airpark. The properties to the west are zoned PD, Planned District for a Shopping Center; LR-1, Local Retail District; and PD, Planned District for a Housing Development, and the location of Talbots, Fairfield Inn, and Single-Family houses, respectively.

Discussion:

The applicant is requesting a Specific Use Designation for Champs Sports Grill and Bar, located at 4610 N. Garfield Street D-1A, to be able to sell all alcoholic beverages for on premises consumption, within a restaurant. The property is zoned PD, Planned District for a Shopping Center, which permits the sale of all alcoholic beverages for on-premises consumption, in a restaurant with the approval of a Specific Use Designation with Term.

The restaurant is currently not in operation and does not have a specific use designation for the sale of all alcoholic beverages. However, this location previously had an approved SUD that expired on May 12, 2022, under the business name Brew Street, ordinance number 9630. The floor plan attached hereto as "Exhibit A" illustrates that the establishment, will have a total square footage of 4,472 - square feet, with an alcohol serviceable area of 2,935 square feet. The site currently has adequate parking, access and internal circulation.

The restaurant has the following hours of operation:

Monday through Sunday from 11:00 a.m. to 2:00 a.m. (the next day)

The restaurant is proposing the following hours of alcohol service:

Monday through Sunday from 11:00 a.m. to 2:00 a.m. (the next day)

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no schools or churches within 300 feet of the property.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No objections.

GIS: (Approved)

N/A.

Engineering: (Approved)

No objections.

Oil & Gas: (Approved)

No objections.

Transportation: (Approved)

No objections.

Building Code: (Approved)

The SUD for Champs is acceptable. The property must adhere to the maximum occupant load of 195 for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning:

The request is in compliance with the *Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to* “Encourage the development of places where Midland residents can gather and socialize to build connections.” (Tall City Tomorrow page 137) Champs Sports Grill and Bar is an establishment that will provide Midland residents with a unique social gathering experience.

This request was recommended for approval at the June 21, 2022, Planning and Zoning Commission meeting.

Staff recommends approval of this Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to conditions A through G.

Conditions:

- A. That the serviceable area of the restaurant shall be limited to approximately 2,935 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.**
- B. That the days and hours of alcoholic beverages sales and consumption shall be limited to:**

Monday through Sunday from 11:00 a.m. to 2:00 a.m. (the next day)
- C. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.**
- D. That the establishment shall meet all requirements of the Fire Department and Code Administration.**
- E. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.**
- F. That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on premises consumption to ensure that the conditions of this permit are satisfied.**
- G. That in accordance with Section 9.07.E.3 of the zoning ordinance, the restaurant shall be in operation within 120 days from the final adoption date of this ordinance.**

Letters of Objection:

As of July 6, 2022, staff has not received any letters of objections.

Attachments:

Application
Floor Plan (Exhibit A)
Site Plan (Exhibit B)
Maps
Ordinance No. 7771 and 9630



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 4,472-SQUARE FOOT PORTION OF LOT 1, BLOCK 8, POLO PARK ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH GARFIELD STREET AND WEST LOOP 250 NORTH), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for a 4,472-square foot portion of Lot 1, Block 8, Polo Park Addition, Section 3, City and County of Midland, Texas (the “Property”), as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a restaurant (the “Establishment”) for on-premises consumption, together with the uses permitted in the present PD, Planned Development District for a

Shopping Center.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

- A. That the serviceable area of the Establishment shall be limited to approximately 2,935 square feet as shown in Exhibit “A”, which is attached hereto and incorporated herein for all purposes.
- B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.
- C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Sunday from 11:00 a.m. to 2:00 a.m. of the following day.
- D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.
- E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.
- F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.
- G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more

sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2022; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2022, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

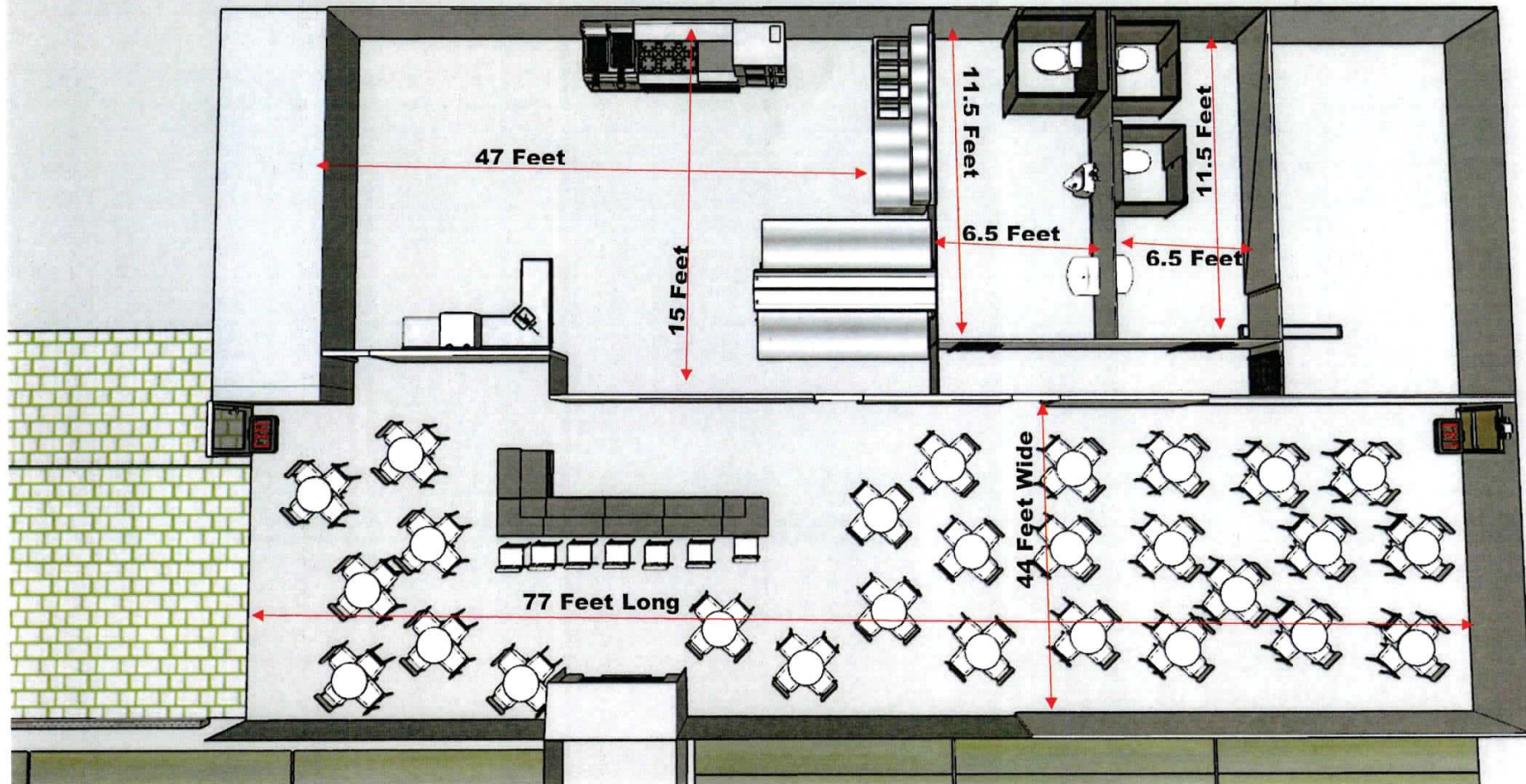
APPROVED AS TO CONTENT
AND COMPLETENESS:

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

EXHIBIT "A"



CHAMPS SPORTS GRILL AND BAR
4610 N. GARFIELD STE. D1-A
MIDLAND, TEXAS 79706



11 Tall (4) Top Tables = 44 Chairs
14 Short (4) Top Tables = 56 Chairs
10 Short (6) Top Tables = 60 Chairs

TOTAL CHAIRS = 150

PACKET
11.10
July 26, 2022



Specific Use Designation with
Term for the Sale of Alcoholic
Beverages for On-Premises
Consumption

Project Number SUD-22-0133
Case Number: _____

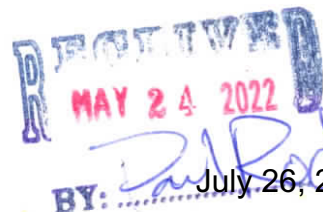
Applicant (if acting as Agent, see affidavit on page 2) Printed Name: <u>Brian Burns & Andre Patterson</u>		Phone (806) 781-4892 Email <u>champsbarmidland@gmail.com</u>	
Address <u>4610 N Garfield St. Ste D1A</u>	City <u>Midland</u>	State <u>TX</u>	Zip <u>79705</u>

Property Owner Printed Name: <u>Colonnade at Polo Park Woodcrest LP</u>		Phone (817-927-0050) Email <u>ap@woodcrestcapital.com</u>	
Address <u>3113 S University Dr. Suite 600</u>	City <u>Fort Worth</u>	State <u>TX</u>	Zip <u>76109</u>

Representative (if different from Applicant or Property Owner) Firm: _____ Printed Name: _____		Phone () Email _____	
Address _____	City _____	State _____	Zip _____

Street Address: 4610 N. Garfield St. Suite D1A, Midland, Texas 79705			
Business Name: CHAMPS SPORTS GRILL AND BAR LLC			
Legal Description Lot: 1 Block: 8 Subdivision: Polo Park Section 3			
Current Zoning: PD			
Reason for Request: <u>SUD Expired</u>			

Type of Business (restaurant, bar, lounge, nightclub, etc.): Restaurant			
Proposed/Current Days and Hours of Operation: <u>Monday-Sunday 11AM-2AM</u>			
Proposed Days and Hours of Alcohol Service: <u>Monday-Sunday 11AM-2AM</u>			
Total Square Footage of Business: 4,472			
Square Footage of Alcohol Serviceable Area: 2,935			
Restroom Fixtures:	Men	Toilets/Urinals: 1 / 1	Bathroom Sinks: 1
	Women	Toilets: 2	Bathroom Sinks: 1



Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
 - Seating
 - Exits
 - Restrooms
 - Kitchen (if applicable)
 - Total Square Footage
 - Serviceable Square Footage
- Dimensioned Site Plan showing:
 - Parking
 - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature):

Andre Patterson

Date:

5/24/22

Applicant (printed):

Andre Patterson

Property Owner (signature):

Date:

5/24/22

Property Owner (printed):

James Ryffel

The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

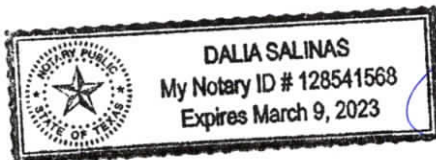
If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Andre Patterson who, being by me duly sworn, upon oath says: That (s)he is authorized by James Ryffel, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Andre Patterson
Authorized Agent (signature)

Subscribed and sworn to before me, this 23rd day of May, 20 22 to certify which witness my hand and seal of office.



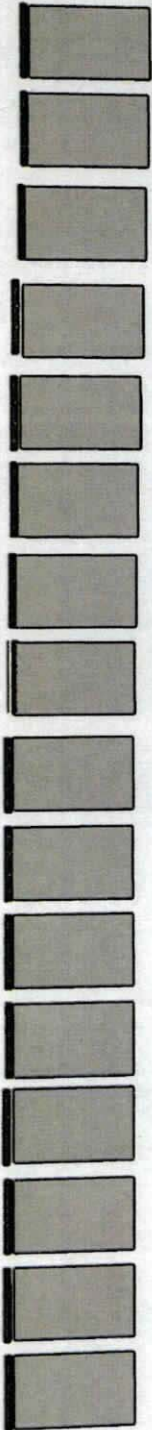
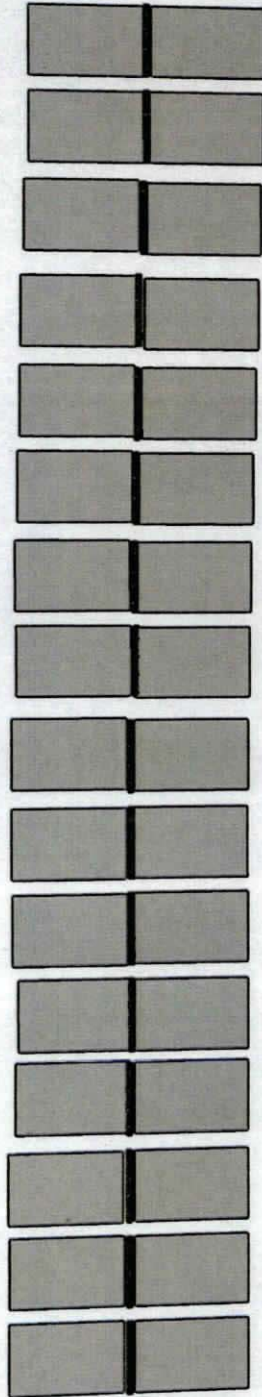
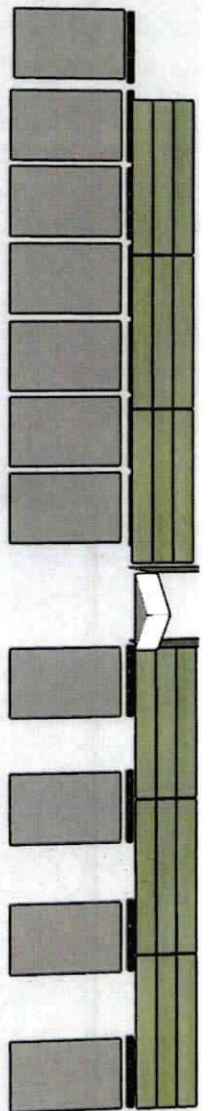
Dalia Salinas
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY	
☐ Property Owner Authorization	☐ Dimensioned Floor Plan
☒ Application Fee	☐ Site Plan
Check # <u>5017</u>	☐ Plans in Digital Format (PDF/JPEG)
Received By: <u>PR</u>	Date: <u>5-23-22</u>

RECEIVED
MAY 24 2022
BY: Paul Rodriguez

****Application will not be considered for scheduling until reviewed by a planner.****

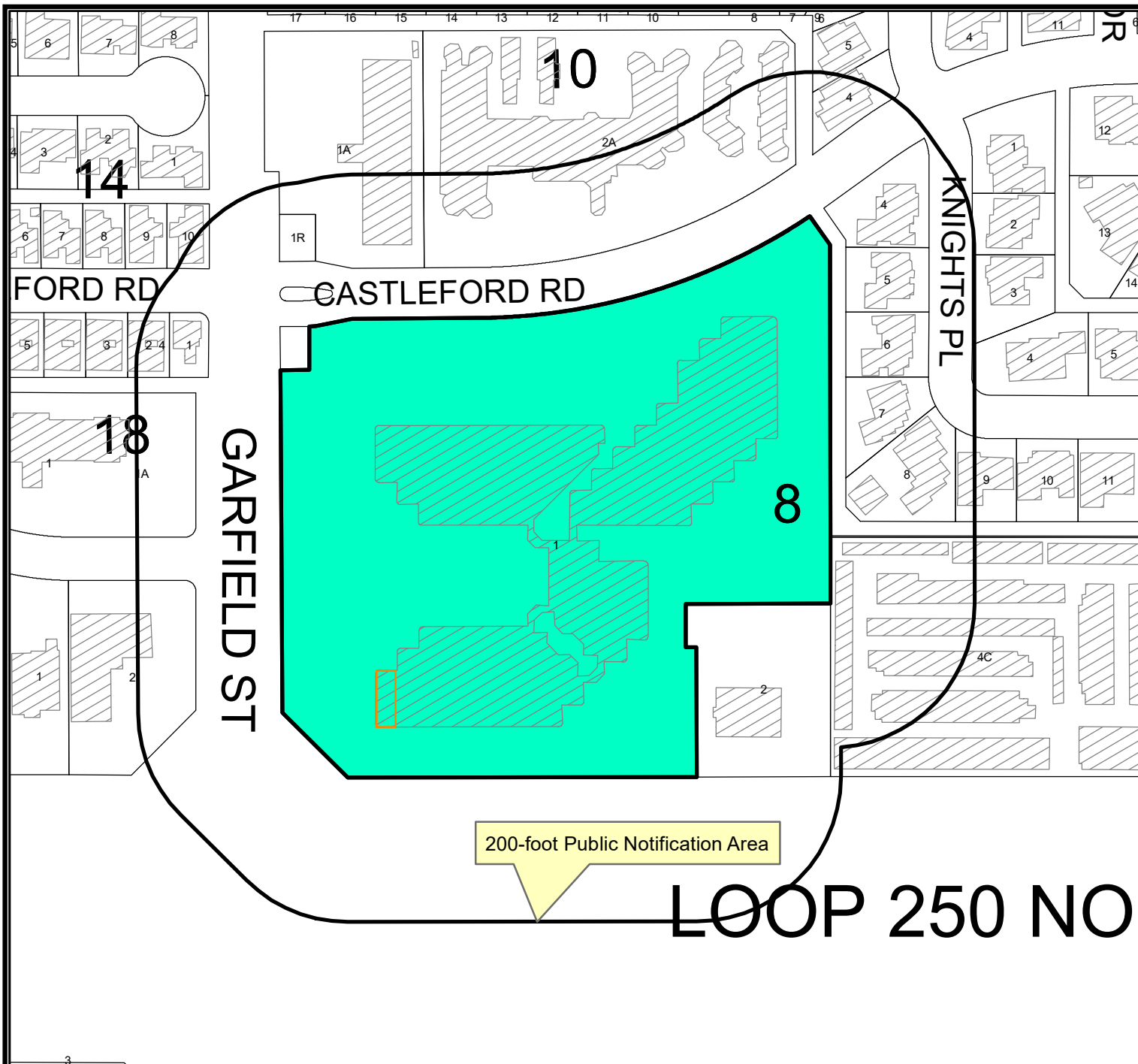


There are (60 Parking Spaces) located in front of the entry
There is ample parking to the North and South sides of the
shopping center.

PACKET

CHAMPS SPORTS GRILL AND BAR
4610 N. GARFIELD STE. D1-A
MIDLAND, TEXAS 79706





LOOP 250 NO

LOCATION MAP

SUD-22-0133

Scale: 1" = 2,400'

Consider a request by Brian Burns & Andre Patterson, D/d/a Champs Sports Grill & Bar, LLC., for a Specific Use Designation for Champs Sports Grill and Bar, LLC on a 4,472 square foot portion of Lot 1, Block 8, Polo Park, Section 3, City and County of Midland, Texas.

Generally located on the northeast corner of the intersection of Garfield Street and West Loop 250 North. (Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

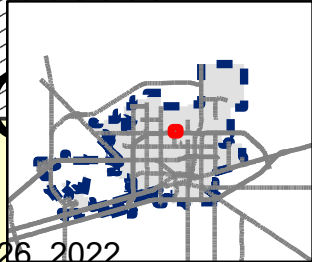


©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY OR IS IT DESIGNED TO BE USED AS A TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

July 26, 2022











AN ORDINANCE CHANGING THE ZONING USE CLASSIFICATION OF THE PROPERTY DESCRIBED AS A 5,141-SQUARE FOOT PORTION OF LOT 1, BLOCK 8, POLO PARK ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED SOUTHEAST OF THE INTERSECTION OF NORTH GARFIELD STREET AND CASTLEFORD ROAD), WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A SHOPPING CENTER, BY PERMITTING SAID PROPERTY TO BE USED UNDER A SPECIFIC USE PERMIT WITH TERM FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID PERMIT SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter and the State law with reference to the granting of specific use permits under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by the granting of a Specific Use Permit With Term, set out hereinafter, on the property described in Section One hereof;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the zoning use classification of the following described property, which is presently zoned PD, Planned District for a Shopping Center, to-wit:

A 5,141-square foot portion of Lot 1, Block 8, Polo Park Addition, Section 3, City and County of Midland, Texas;

is hereby changed to permit said property to be used under a Specific Use Permit With Term

for the sale of all alcoholic beverages for on-premises consumption in a restaurant, together with the uses permitted in the present PD, Planned District for a Shopping Center.

SECTION TWO. That said property shall be subject to the following conditions and restrictions:

- A. That the serviceable area of the restaurant shall be limited to 5,141 contiguous square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.
- B. That the enclosed patio area, as shown in Exhibit "A", shall have an exit only gate.
- C. That the occupancy of the restaurant shall not exceed the maximum occupancy determined by the Building Code and Fire Code.
- D. That the restaurant shall meet all requirements of the Fire Department and the Code Administration Division.
- E. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.
- F. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Monday through Wednesday from 10:00 a.m. to 7:00 p.m.; and
Thursday through Saturday from 10:00 a.m. to 11:00 p.m.
- G. That Ordinance No. 9573 is hereby repealed.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more

sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 10th day of January, A.D., 2017; and passed to second reading on motion of Council member Robnett, seconded by Council member Hotchkiss, by the following vote:

Council members voting "AYE": Hotchkiss, Love, Sparks, Morales, Dufford, Lacy, Robnett

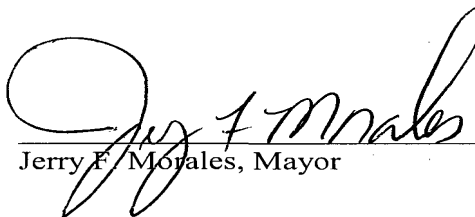
Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Lacy, seconded by Council member Hotchkiss, on the 24th day of January, A.D., 2017, at a regular meeting of the City Council:

Council members voting "AYE": Hotchkiss, Love, Sparks, Morales, Dufford, Lacy, Robnett

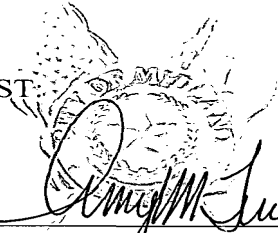
Council members voting "NAY": None

PASSED AND APPROVED THIS 24th day of January, A.D., 2017.



Jerry F. Morales, Mayor

ATTEST




Amy M. Turner, City Secretary

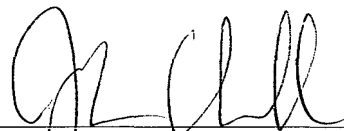
APPROVED AS TO CONTENT
AND COMPLETENESS:



Frank Salvato, Assistant City Manager

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:



John Ohnemiller, City Attorney

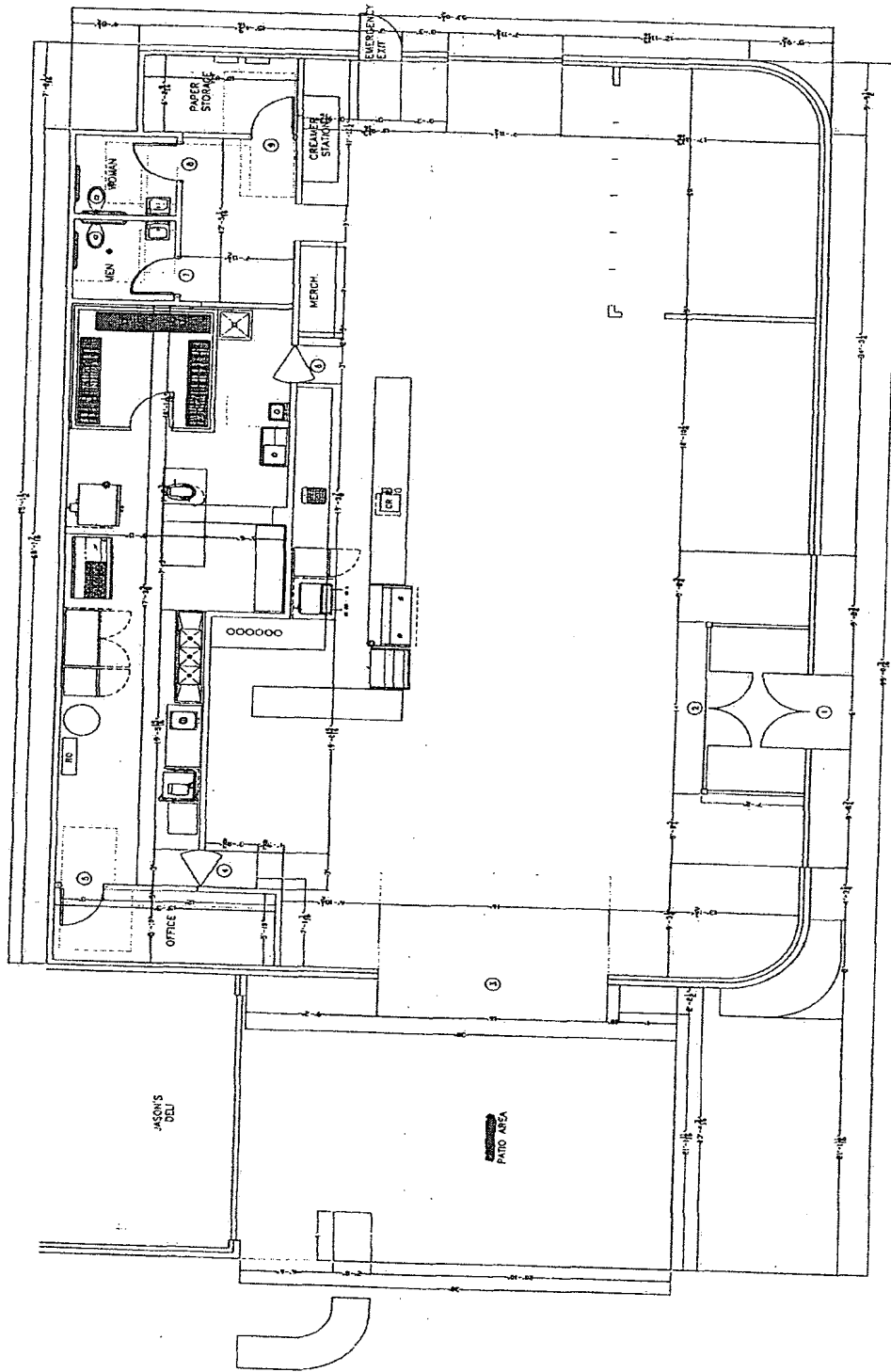
General Notes

No.	Revision/Issue	Date

PROJECT: RICO JACQUEZ
1501 S. 10TH ST.
DALLAS, TEXAS 75210
915.533.3238

PROJECT: RICO JACQUEZ
1501 S. 10TH ST.
DALLAS, TEXAS 75210
915.533.3238

PROJECT: RICO JACQUEZ
1501 S. 10TH ST.
DALLAS, TEXAS 75210
915.533.3238



1 ROOM PLAN
SCALE: 1/4" = 1'-0"

EXHIBIT A

9630



City Council Agenda

APPROVED

Approved for Agenda:
fsalvato
City Manager's Office

MEETING DATE: January 24, 2017

TO: City Council / City Manager

FROM: Kierra Williams, Senior Planner

SUBJECT: Consider an ordinance on second reading on a request by Alli Bixler for a Specific Use Permit With Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, on a 5,141-square foot portion of Lot 1, Block 8, Polo Park Addition, Section 3, City and County of Midland, Texas. (Generally located southeast of the intersection of N. Garfield Street and Castleford Road. - District 1)

Purpose:

Consider an ordinance on second reading on a request by Alli Bixler for a Specific Use Permit with Term for the sale of all alcoholic beverages, for on premises consumption, in a restaurant, Brew Street Bakery.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

No City funds are required to process this request.

Discussion:

The property is located at 4610 N. Garfield Street in a PD, Planned District for Shopping Center (Ordinance No. 7771). Zoning to the north and east of the restaurant is PD, Planned District for a Shopping Center, and the location of the Colonnade at Polo Park Shopping Center with various establishments such as, Jason's Deli, Kayser CHRISTmas Experience, and The Blue Door. Zoning to the south of the restaurant is 1F-1, One-Family Dwelling District, and the location of Midland Airpark. The zoning to the west is PD, Planned District for a Shopping Center, and the location of Talbots Retail store.

The applicant is requesting an amendment to the current Specific Use Permit with Term, for the sale of all alcoholic beverages, for on-premises consumption, for the Brew Street Bakery restaurant.

The applicant wishes to amend Condition A of the adopted ordinance (Ordinance No. 9573) to include the outdoor patio area in the total square footage of the restaurant. The patio is approximately 580-square feet and has ingress and egress through the restaurant as well as from the parking lot. All other conditions of the ordinance will remain intact.

The current Specific Use Permit with Term, for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant adopted on June 14, 2016, granted the restaurant the following alcohol serviceable hours;

From 10:00 a.m. to 7:00 p.m., Monday through Wednesday
From 10:00 a.m. to 11:00 p.m., Thursday through Saturday

The operating hours for the restaurant are as follows;

6:30 a.m.-9:00 p.m. Monday through Wednesday
6:30 a.m.-11:00 p.m. Thursday through Saturday

There are no schools or churches located within 300-feet (walking distance) of this site.

Establishments within 200-feet of Brew Street Bakery restaurant that have Specific Use Permit for the sale of all alcoholic beverages, for on-premises consumption are the following;

Blue Door

SUP Type: SUP w/Term for the sale of all alcoholic beverages, for on-premises consumption, in a Lounge.

Ordinance No. : #9133, Adopted 4/9/2013

Serviceable Hours: 4:00 p.m. to 12:00 a.m. Midnight, Tuesday through Saturday.

Operating Hours: Closed, Sunday and Monday, 4:00 p.m.-12:00 a.m. (midnight), Tuesday through Thursday, and 4:00 p.m.-1:00 a.m. (the following day), Friday and Saturday

Wine Rack

SUP Type: SUP w/Term for the sale of all alcoholic beverages, for on-premises consumption in a Bar.

Ordinance No.: #9326, Adopted 9/23/2014

Serviceable Hours: 11:00 a.m.-11:00 p.m. Sunday-Saturday

Operating Hours: Closed, Monday; 11:00 a.m.-8:00 p.m., Tuesday-Friday, 11:00 a.m. – 9:30 p.m. Saturday and Sunday

Bill's Bistro

SUP Type: SUP w/Term for the sale of all alcoholic beverages, for on-premises consumption, in a Restaurant

Ordinance No.: #9279, Adopted 5/20/2014

Serviceable Hours: From 11:00 a.m.-11:00 p.m. Sunday-Saturday

Operating Hours: Closed, Sunday and Monday; 5:00 p.m.-9:00 p.m., Tuesday-Thursday; 5:00 p.m.-10:00 p.m., Friday and Saturday.

Chili's

SUP Type: SUP w/o Term for the sale of all alcoholic beverages, for on-premises consumption, in a Restaurant.

Ordinance No.: #6355, Adopted 1/24/1984

Serviceable Hours: 11:00 a.m.-12:00 a.m. (midnight), Monday-Thursday; 11:00 a.m.- 2:00 a.m., Friday and Saturday; 12:00 p.m. (noon) - 12:00 a.m. (midnight), Sunday

Operating Hours: 11:00 a.m. – 10:00 p.m., Sunday-Thursday; 11:00 a.m.-11:00 p.m., Friday and Saturday

Athenian Restaurant

SUP Type: SUP w/Term for the sale of all alcoholic beverages, for on-premises consumption, in a Restaurant.

Ordinance No.: #9321, Adopted 9/23/2014

Serviceable Hours: 11:00 a.m.-10:00 p.m., Monday-Thursday, 11:00 a.m.-11:00 p.m., Friday and Saturday.

Operating Hours: Closed, Sunday; 11:00 a.m.-10:00 p.m., Monday-Thursday; 11:00 a.m.-11:00 p.m., Friday and Saturday.

Shogun

SUP Type: SUP w/o Term for the sale of all alcoholic beverages, for on-premises consumption, in a Restaurant.

Ordinance No.: #6457, Adopted 9/25/1984

Serviceable Hours: 7:00 a.m. – 12:00 a.m. (midnight), Monday-Saturday, 12:00 p.m. (noon)-12:00 a.m. (midnight)

Operating Hours: 11:00 a.m.-9:30 p.m., Sunday-Thursday; 11:00 a.m.-10:00 p.m., Friday and Saturday.

Churrasce Brazillian steakhouse

SUP Type: SUP w/o Term for the sale of all alcoholic beverages, for on-premises consumption, in a Restaurant.

Ordinance No.: #7158, Adopted 3/10/1992

Serviceable Hours: 11:00 a.m.-12-a.m. (midnight), Monday-Saturday; 12:00 p.m. (noon) 12:00 a.m. (midnight)

Operating Hours: 11:30 a.m.-2:00 p.m. and 5:00 p.m.-10:00 p.m., Monday-Friday; 4:00p.m.-10:00 p.m., Saturday; 12:00 p.m. (noon)-2:30 p.m. and 5:00 p.m.-9:00 p.m., Sunday

Staff recommends approval of a Specific Use Permit with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, Subject to conditions A-G.

The Planning and Zoning commission approved this request on December 5, 2016.

Engineering and Transportation:

Engineering and Transportation stated they had no objections regarding the request.

Public Safety:

Comments from Fire are as follows:

Means of egress shall meet the requirements of the IBC-2015 for its use.

Portable fire extinguishers shall be approved.

Code Administration:

Code had no comments regarding the request.

Planning:

Planning finds the request in compliance with the comprehensive plan.

Conditions:

- A. That the establishment shall not exceed 5,141 contiguous square feet in area , including the enclosed patio area, as shown in Exhibit "A", which is attached hereto and incorporated herein.
- B. That the enclosed patio are as shown in Exhibit "A", which is attached hereto and incorporated herein, shall have an exit only gate.
- C. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.
- D. That the establishment shall meet all requirements of the Fire Department and the Code Administration Division.
- E. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.
- F. That the days and hours of alcoholic beverage sales and consumption shall be limited to:
 - a. Monday through Wednesday from 10:00 a.m. to 7:00 p.m.
 - b. Thursday through Saturday from 10:00 a.m. to 11:00 p.m.
- G. That City of Midland Ordinance No. 9573 is hereby repealed.

Letters of Objection:

As of November 30, 2016, staff has received no letters of objection to this request.

Attachments:

Application
Maps
Site Plan (Exhibit A)
Ordinance No. 9573

Case Number: SUP 16-0057



APPLICATION FOR A SPECIFIC USE PERMIT WITH TERM
FOR THE SALE OF ALCOHOLIC BEVERAGES
FOR ON-PREMISE CONSUMPTION

I. APPLICATION

Applicant: ALLI BIXLER/JUST US GIRLS LLC 432 230-8844
(Name) (Phone)
5205 ELLEN JAYNE WAY 79707
(Address) (Email)

Property Owner: WOODCREST COLONNADE LP 432 638-7163 DENNIS SKAGGS
(Name) (Phone)
3113 S. UNIVERSITY FT WORTH 76109
(Address) (Email)

Operator (if different than the Applicant or Property Owner):
NA
(Name) (Phone)
(Address) (Email)

Street Address: 4610 N GARFIELD #D-1A PATIO AREA

Legal Description:

If Platted: Lot: _____
Block: _____
Subdivision: _____

If Unplatted: *Attach Metes & Bounds Description with Surveyor's Seal

Current Zoning: _____

Reason for Request: We believe our customers would like to sit on the patio and enjoy our bakery items as well as a beer or glass of wine.

Type of Business: BAKERY
(Restaurant, Bar, Lounge, Nightclub, etc.)

Proposed Days and Hours of Alcoholic Beverage Sales: Operating Hours for restaurant and patio
6:30 am - 9 pm MONDAY-WEDNESDAY
6:30 am - 11 pm THURSDAY-SATURDAY

Service hours: M-W, 10am-7pm; Th-Sat, 10am-11pm

Total Square Footage of Business: 4561 Square Footage of Area: 580 (Patio)

Restroom Fixtures: Men Toilets/Urinals 1 Bathroom Sinks 1
Women Toilets 1 Bathroom Sinks 1

FOR OFFICE USE ONLY: Maximum Seating Capacity Per City Code: _____

II. FEE & SUBMITTALS

Application Fee (\$300.00):

\$ 300.00

2 FOLDED Copies of Dimensioned Floor Plan:

2 FOLDED Copies of Dimensioned Site Plan:

Digital Copies of Floor Plan & Site Plan (PDF & JPEG):

III. SIGNATURES

Applicant: Alli Bixler

Date: 11-8-16

Property Owner: Donna Fagg

Date: 11-8-16

If an Agent is authorized by the property owner to file and execute the application on behalf of the property owner, the Agent must complete the affidavit below.

STATE of TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared ALLI BIXLER who, being by me duly sworn, upon oath says: That (s)he is authorized by WOODCREST COLONNADE I the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Subscribed and sworn to before me, this ____ day of NOVEMBER, 2016, to certify which witness my hand and seal of office.

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY:	
Rec'd By: _____	Date: _____
Assigned: _____	
For: _____	On: _____

****Application will not be considered for scheduling until reviewed by a planner.****

ORDINANCE NO. 9573

AN ORDINANCE CHANGING THE ZONING USE CLASSIFICATION OF THE PROPERTY DESCRIBED AS A 4,472-SQUARE FOOT PORTION OF LOT 1, BLOCK 8, POLO PARK ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED SOUTHEAST OF THE INTERSECTION OF NORTH GARFIELD STREET AND CASTLEFORD ROAD), WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A SHOPPING CENTER, BY PERMITTING SAID PROPERTY TO BE USED UNDER A SPECIFIC USE PERMIT WITH TERM FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID PERMIT SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter and the State law with reference to the granting of specific use permits under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by the granting of a Specific Use Permit With Term, set out hereinafter, on the property described in Section One hereof;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the zoning use classification of the following described property, which is presently zoned PD, Planned District for a Shopping Center, to-wit:

A 4,472-square foot portion of Lot 1, Block 8, Polo Park Addition, Section 3, City and County of Midland, Texas;

is hereby changed to permit said property to be used under a Specific Use Permit With Term

for the sale of all alcoholic beverages for on-premises consumption in a restaurant, together with the uses permitted in the present PD, Planned District for a Shopping Center.

SECTION TWO. That said property shall be subject to the following conditions and restrictions:

- A. That the maximum square footage of the restaurant shall be limited to 4,472 contiguous square feet as shown in the floor plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.
- B. That the occupancy of the restaurant shall not exceed the maximum occupancy determined by the Building Code and Fire Code.
- C. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.
- D. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following when not otherwise prohibited by law:

Monday through Wednesday from 10:00 a.m. to 7:00 p.m.; and
Thursday through Saturday from 10:00 a.m. to 11:00 p.m.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the

descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 24th day of May, A.D., 2016; and passed to second reading on motion of Council member Lacy, seconded by Council member Love, by the following vote:

Council members voting "AYE": Hotchkiss, Love, Sparks, Morales, Dufford, Lacy, Robnett

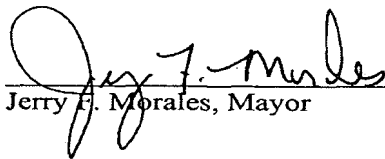
Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Lacy, seconded by Council member Hotchkiss, on the 14th day of June, A.D., 2016, at a regular meeting of the City Council:

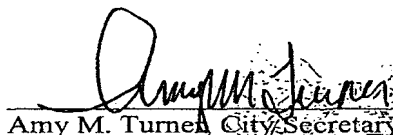
Council members voting "AYE": Hotchkiss, Love, Sparks, Morales, Lacy, Robnett

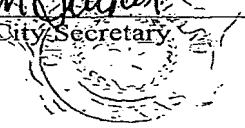
Council members voting "NAY": None

PASSED AND APPROVED THIS 14th day of June, A.D., 2016.

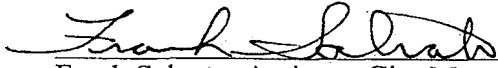

Jerry F. Morales, Mayor

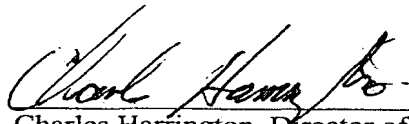
ATTEST:


Amy M. Turner, City Secretary

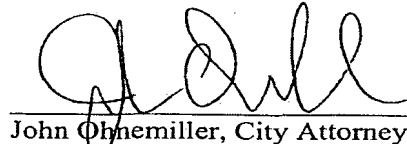


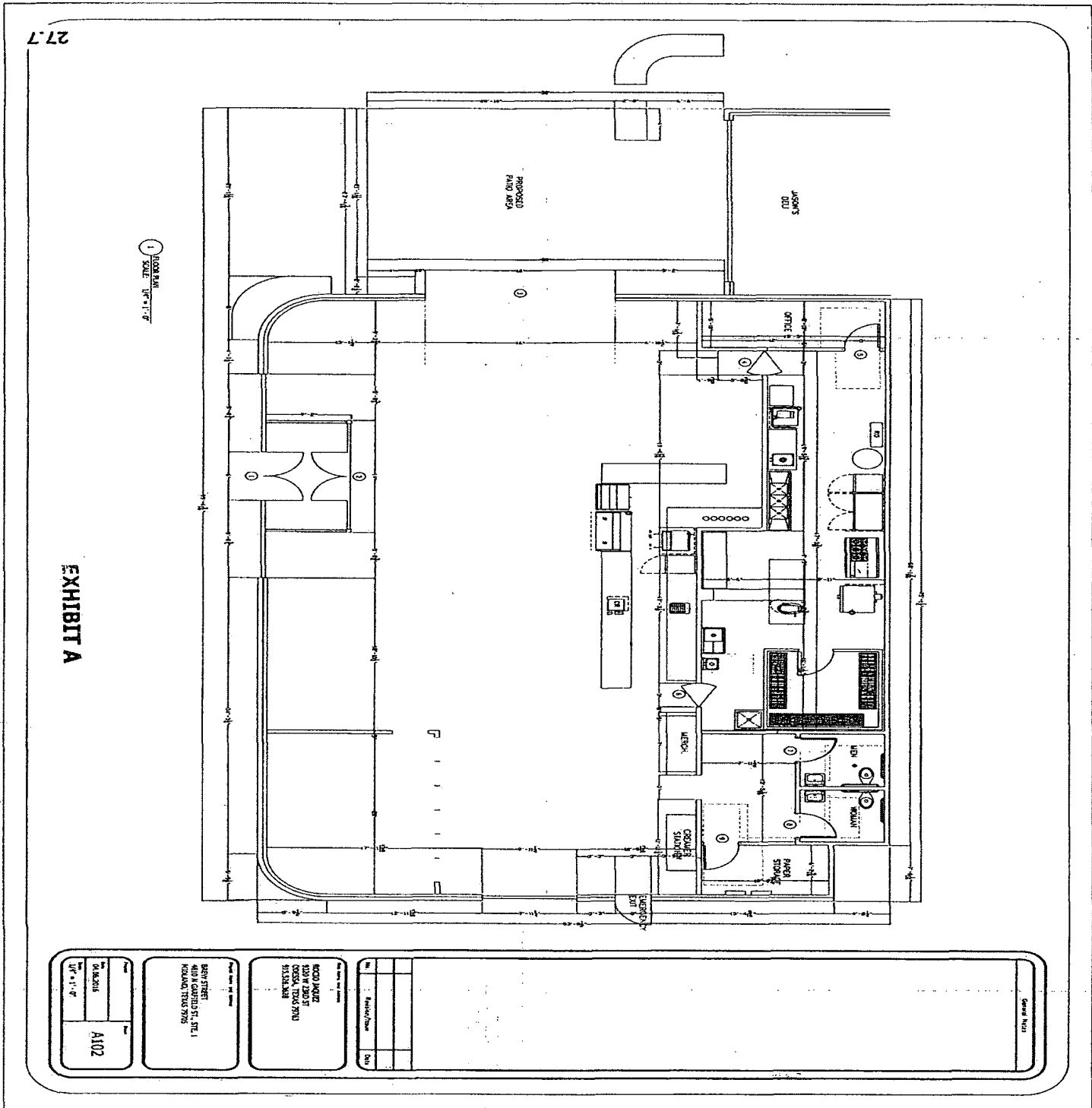
APPROVED AS TO CONTENT
AND COMPLETENESS:


Frank Salvato, Assistant City Manager


Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:


John Ohnemiller, City Attorney



27.7

1" = 10' 0"

EXHIBIT A

General Notes

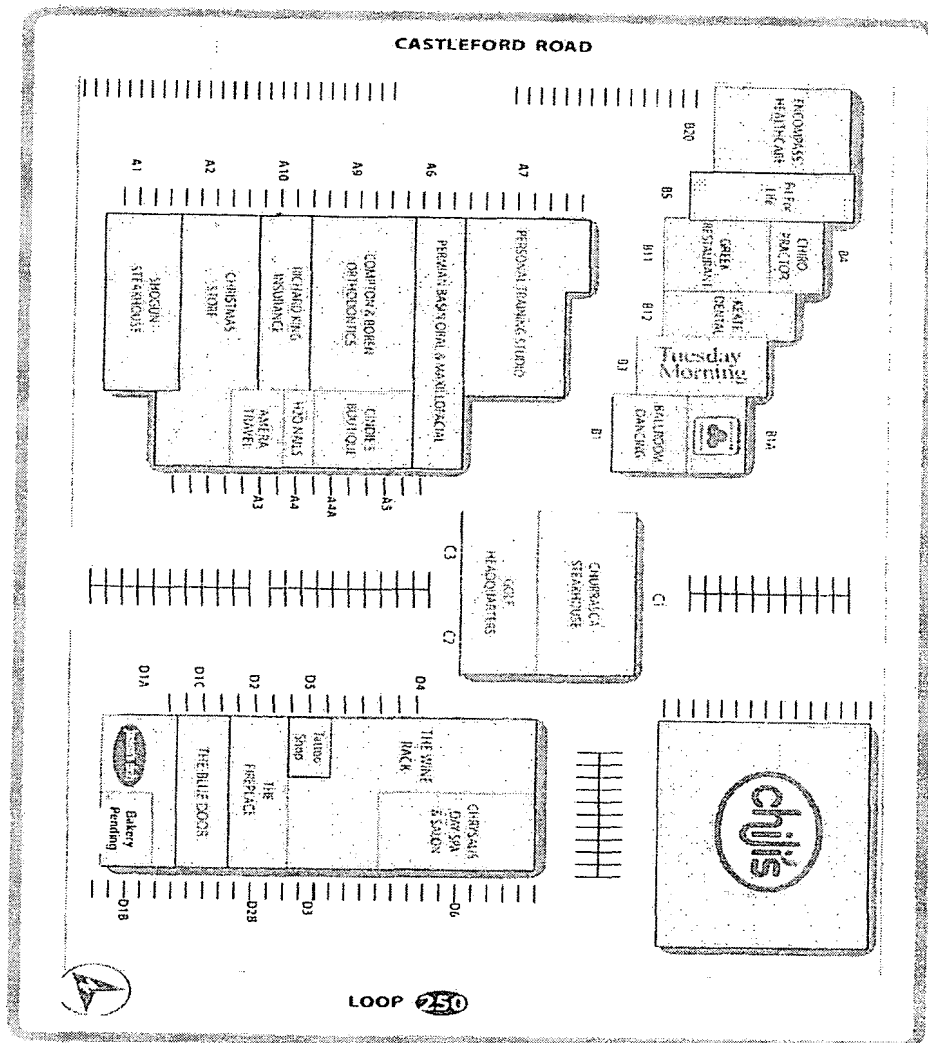
NO.	REVISION/DATE	BY

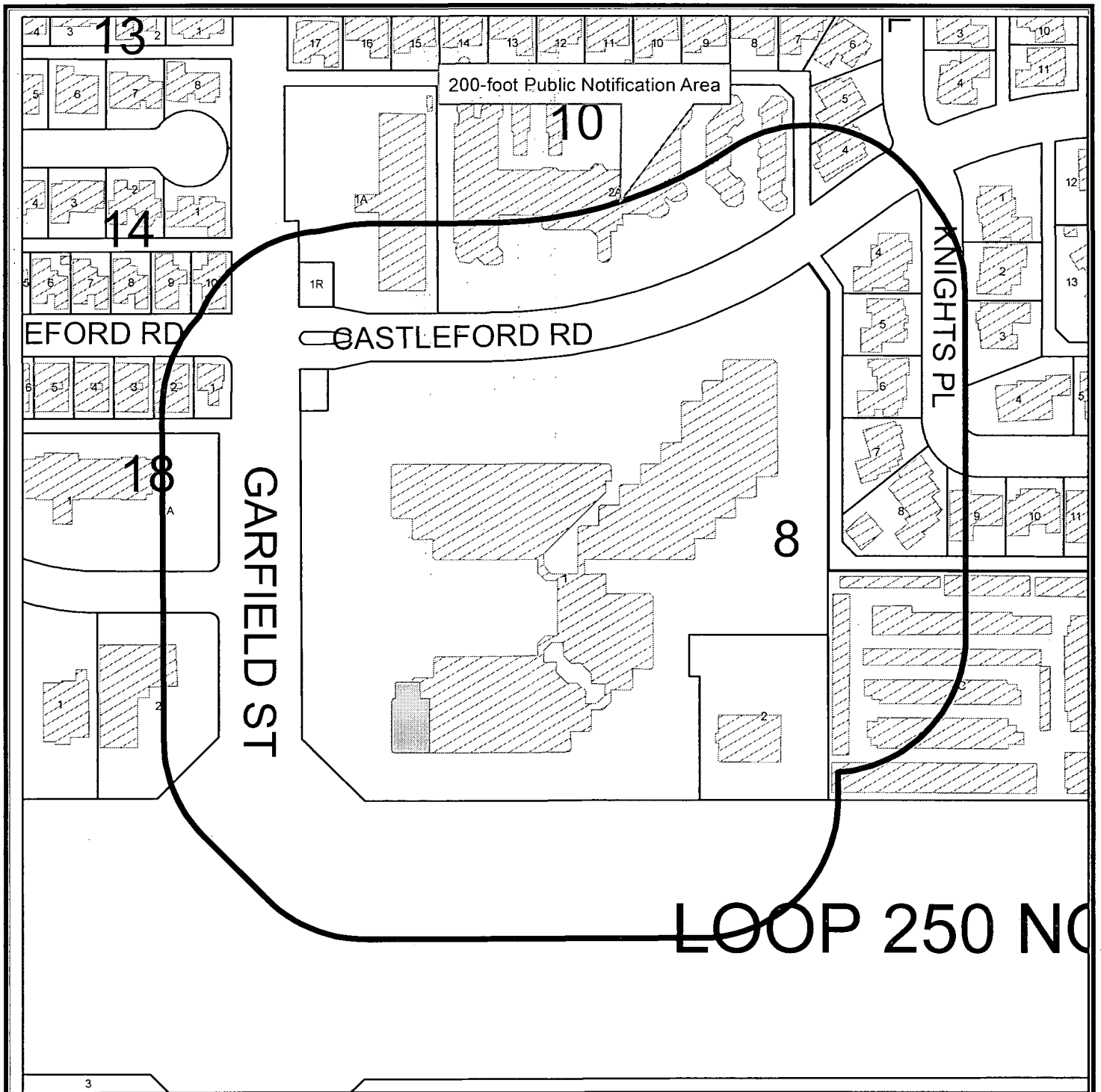
NO. 1000
1000 N. 1000 ST.
DALLAS, TEXAS 75201

1000 N. 1000 ST.
DALLAS, TEXAS 75201

A102

Exhibit "A"





LOCATION MAP

SUP- 16 -0057

Scale: 1" = 200'

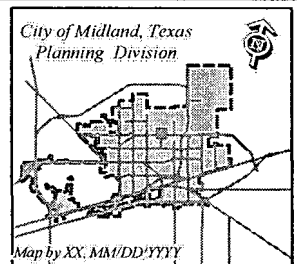
Consider a request for a Specific Use Permit With Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, on a 5,141-square foot portion of Lot 1, Block 8, Polo Park Addition, Section 3, City and County of Midland, Texas.

Generally located southeast of the intersection of N. Garfield Street and Castleford Road. (Council District 1)

PACKET

LEGEND

- CITY LIMITS
- PARCEL
- ▨ PRIVATE BLDGS

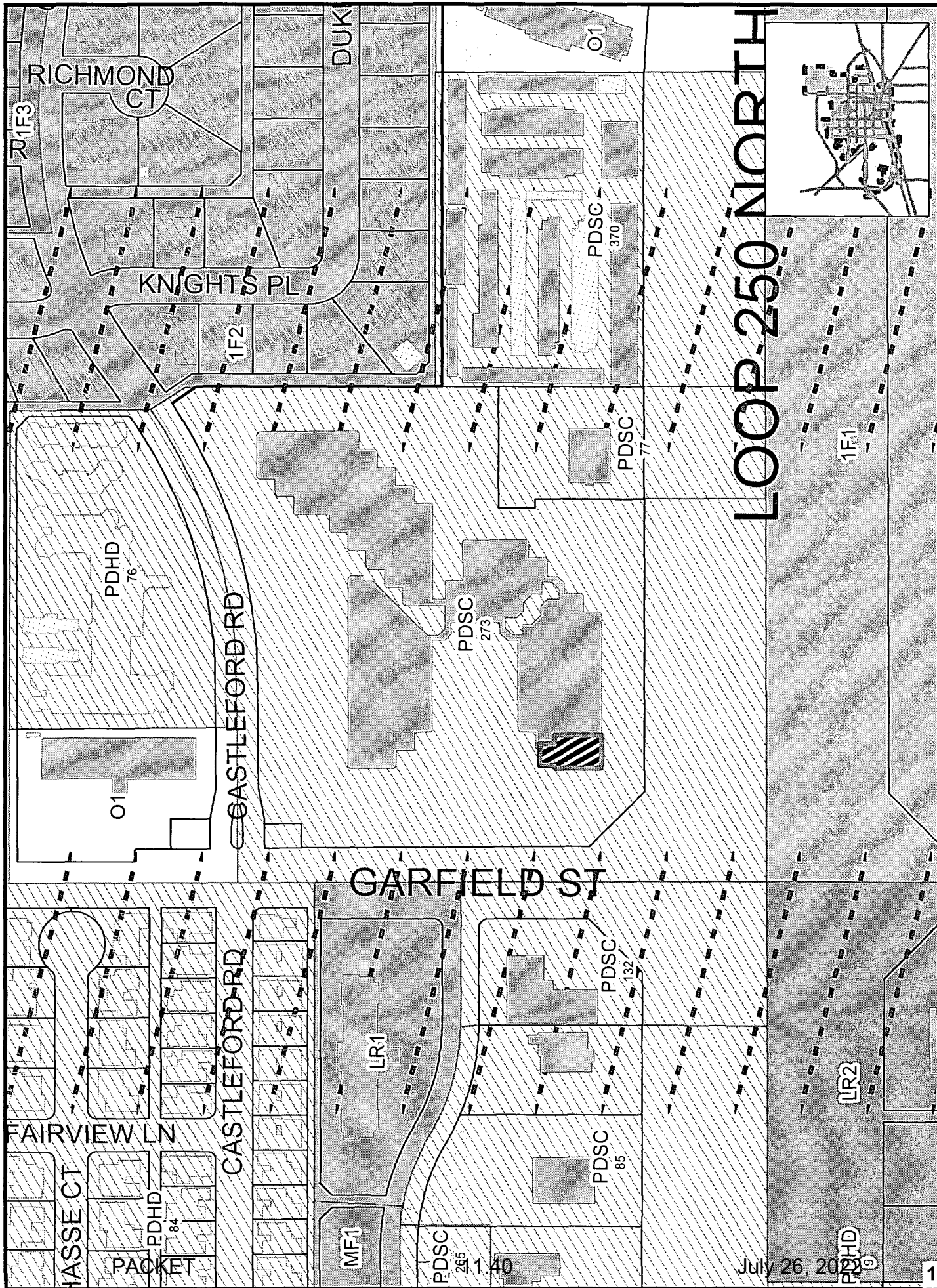


© CITY OF MIDLAND - 2016

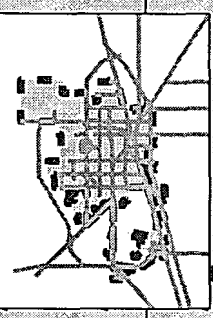
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT. NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

July 26, 2022 17.19

11.39



LOOP 250 NORTH



© CITY OF MIDLAND - 2016. THIS DATA IS NOT A SUBSTITUTE FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

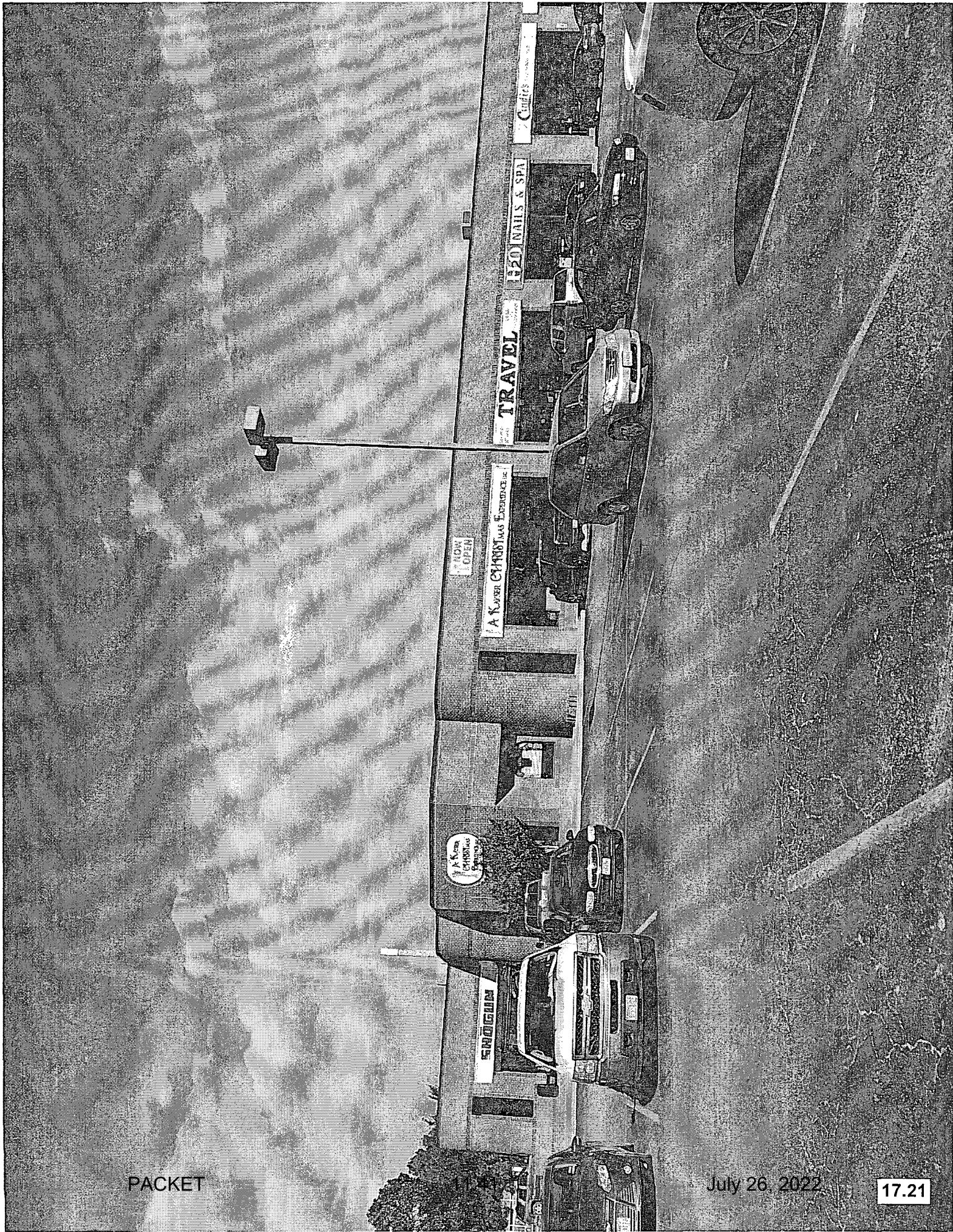


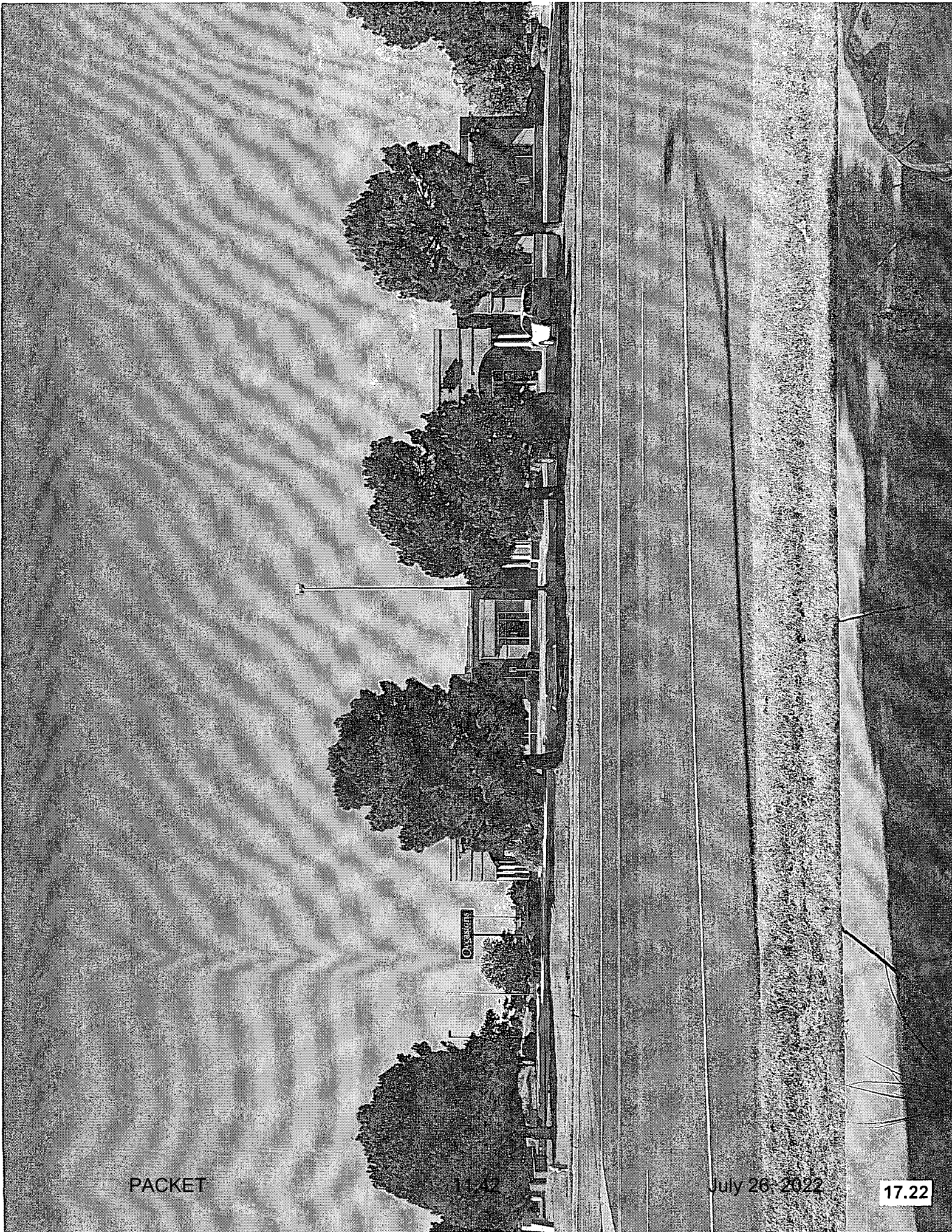
ZONING MAP

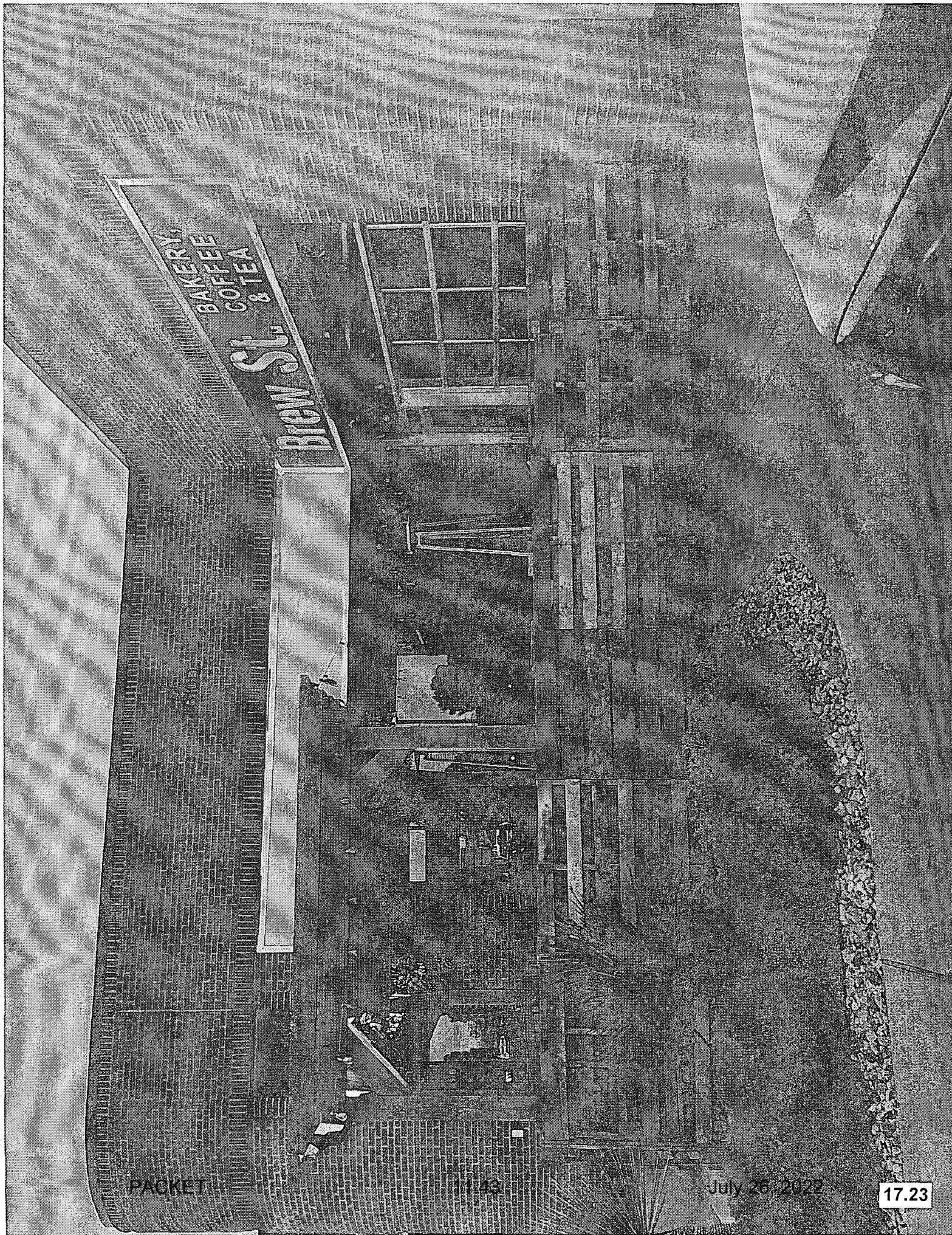
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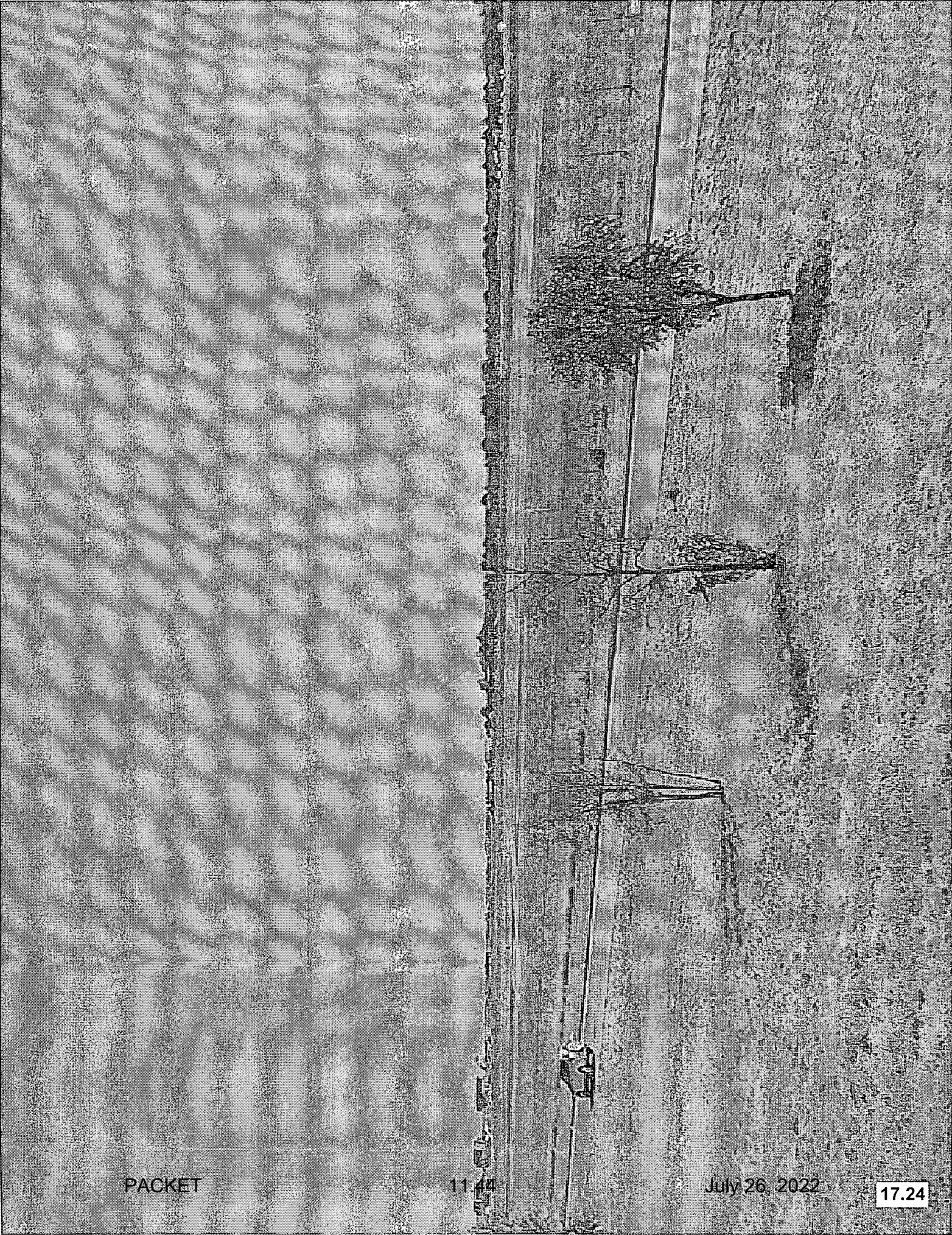
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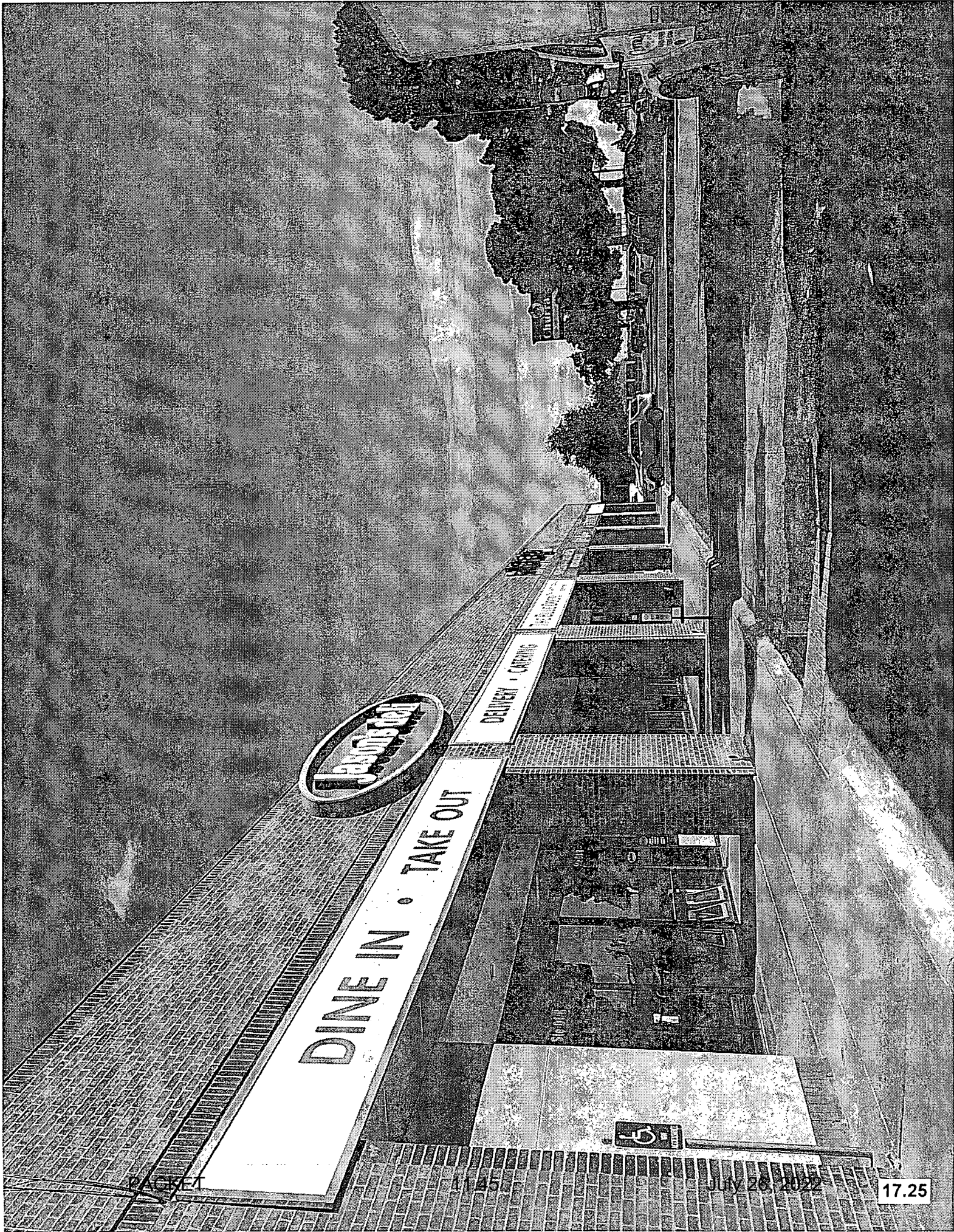
July 26, 2016











ORDINANCE NO. 7771

AN ORDINANCE AMENDING ORDINANCE NO. 7324, WHICH ADOPTED A SITE PLAN FOR A "PLANNED DISTRICT" FOR A SHOPPING CENTER SO AS TO ADOPT AN AMENDED SITE PLAN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter and the State law with reference to the creation of "Planned Districts" under the zoning ordinance regulations and zoning map, have given the requisite notices by United States Mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof; the Governing Body finds that the public health, safety and general welfare will be best served by amending the site plan for a "Planned District" for a Shopping Center by amending Ordinance No. 7324; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to amend the site plan adopted by Ordinance No. 7324;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the "Planned District" site plan adopted for the property described in Section One of

Ordinance No. 7324, specifically Lot 1, Block 8, Polo Park, Section III, City and County of Midland, Texas, shall be amended in its entirety as set forth in Exhibit "A", attached hereto and incorporated herein by reference subject to the following conditions:

- A. That the maximum sign area for all free standing signs for this development not exceed 640 square feet.
- B. That no future free standing sign associated with this development be allowed on the Loop 250 frontage.
- C. That the Site Plan (Exhibits A & B) be adhered to in regard to the locations and types of signs proposed for this development.

SECTION TWO. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION THREE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared

unconstitutional or invalid.

SECTION FOUR. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION FIVE. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 8th day of September, A.D., 1998; and passed to second reading on motion of Council member Brooks, seconded by Council member Cuevas, by the following vote:

Council members voting "AYE":	Brooks, Cuevas, Wood, Brown, Burns, Simpson and Washburn
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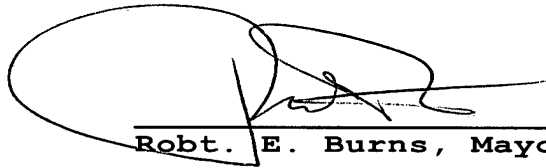
Council members voting "NAY":	None
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The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Brooks, seconded by Council member Cuevas, on the 22nd day of September, A.D., 1998, at a regular meeting of the City Council:

Council members voting "AYE":	Brooks, Cuevas, Wood, Brown, Burns, Simpson and Washburn
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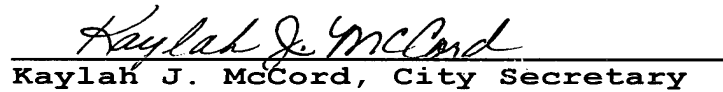
Council members voting "NAY":	None
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PASSED AND APPROVED THIS 22nd day of September,
A.D., 1998.



Robt. E. Burns, Mayor

ATTEST:



Kaylah J. McCord, City Secretary

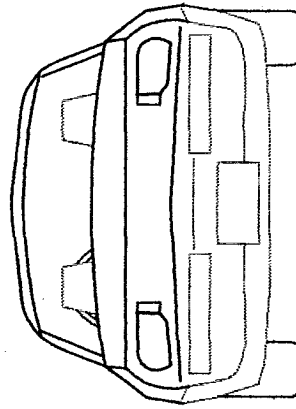
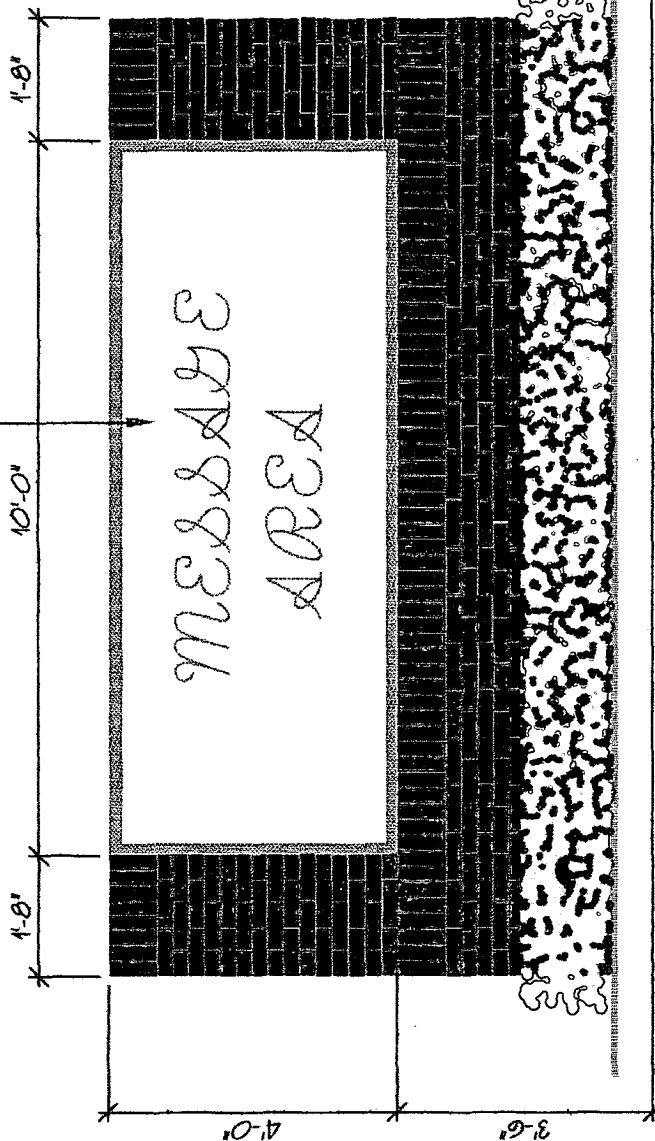
APPROVED AS TO FORM:



Keith Stretcher, City Attorney

ord\planning\plndist\Z-98-022 Red Oak

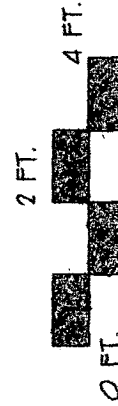
COLORED OR WHITE BACKGROUND
WITH BLACK LITE BOX &
CONTRASTING MESSAGE.



RECEIVED

AUG 25 1998

PLANNING & DEVELOPMENT
CITY OF MIDLAND



VANDERGRIFF GROUP
ARCHITECTS & PLANNERS
92 N. 83 STREET, SUITE 200 • 6959 687-0761 • MIDLAND, TEXAS
MEMBER AMERICAN INSTITUTE OF ARCHITECTS

8-11-98

MONUMENT SIGN PROPOSAL

COLOHADE SHOPPING CENTER
MIDLAND, TEXAS

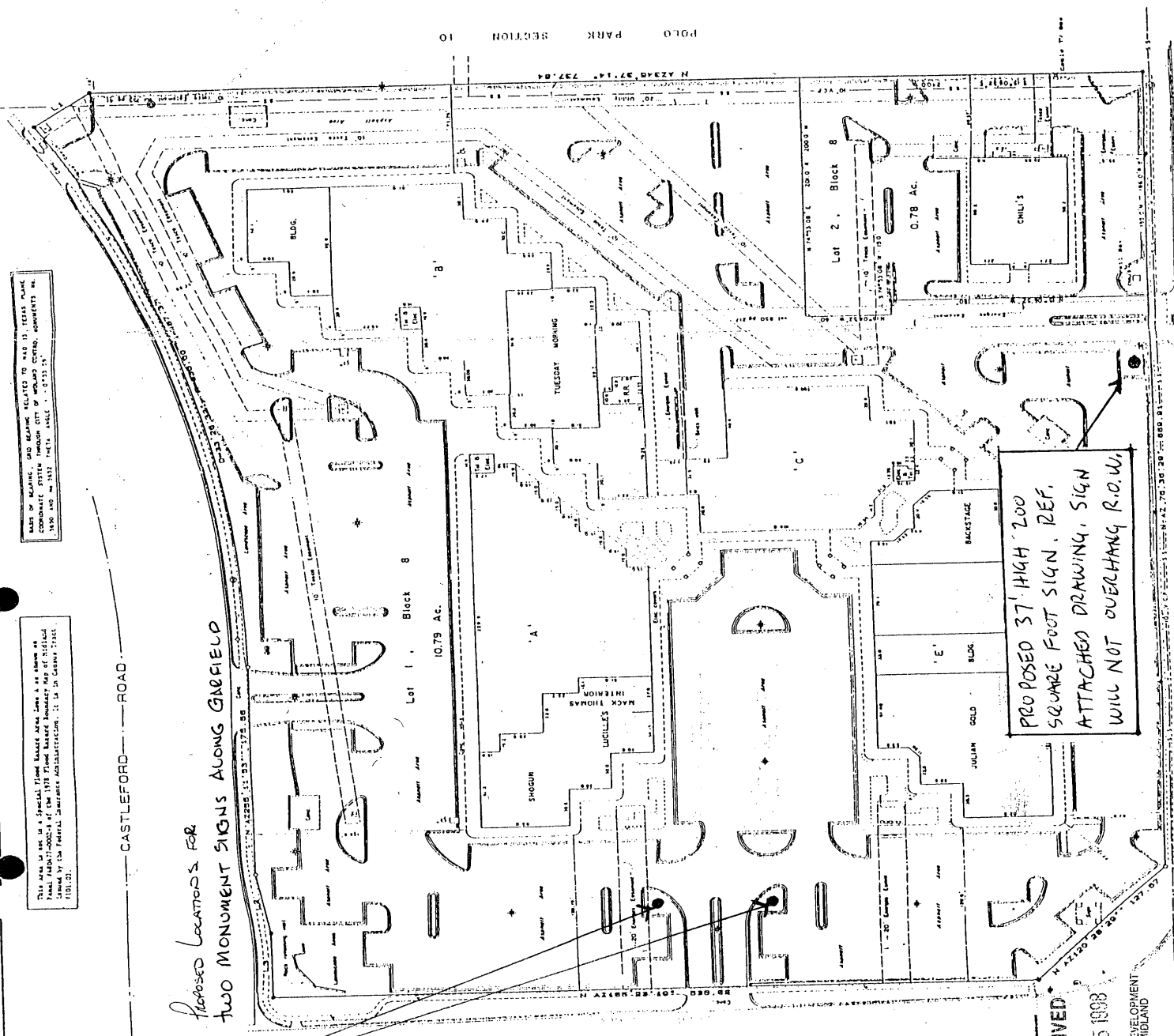
This area is sec in a Special Flood Hazard Area Zone A as shown on Panel #40477-000-8 of the 1978 Flood Hazard Boundary Map of Midland issued by the Federal Insurance Administration. It is in Census Tract #101.03.

CASTLEFORD—ROAD—

Proposed Locations for

TWO MONUMENT SIGNS ALONG GARFIELD

PROPOSED 37' HIGH 200
SQUARE FOOT SIGN, REF.
ATTACHED DRAWING, SIGN
WILL NOT OVERHANG R.O.W.,



1.51

July 26, 2022

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PLANNING & DEVELOPMENT
CITY OF MIDLAND

250-00P

g.	Direction	Length
X	AZ210.48.02.	47.87
X	AZ224.18.33.	20.35
X	AZ235.11.33.	48.68

LEGEND

- [illegible]

STUBBINS, S. BOYD

[illegible]

The surveyor expressly understands and agrees that (a) this certificate is made for the benefit of Federal Deposit Insurance Corporation as assignee of title insurance company and for the benefit of assign title insurance company (title company) to issue a policy of title insurance insuring the validity and priority of such deed to trust lien; (b) both FIDIC and title company are deemed to rely on this plat of survey as being true and accurate in all respects and upon this certificate as being true and accurate.

Discussed this 11st day of March, 1991.

John Wiley

Registered Professional Land
Surveyor No. 2172

CASE NO. Z-98-022



Recall/ship Name: First Gibraltar
Asset Number: 1601-00008-00-1
Asset Name: Condo # Polo Park
Property Description: SEC Carlisle
John Vaila Tel ID: 75-192620



WALLISLAND SURVEYORS

P.O. Box 1111
Melbourne, Victoria 3000

0-03-2051



City Council Meeting

Item Number: 12
Meeting Date: July 26, 2022 (July 12, 2022)
To: City Council / City Manager
From: Kelly Martinez, Senior Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOTS 2 AND 3, BLOCK 27, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF NORTH COLORADO STREET, APPROXIMATELY 66 FEET SOUTH OF OHIO AVENUE), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A LOUNGE FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

The applicant is requesting a Specific Use Designation with Term for the sale of all alcoholic beverages for on-premises consumption in a Lounge at 319 N Colorado Street.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Surrounding Zoning and Land Uses:

The properties to the north, east, south, and west are all zoned CB, Central Business District, and the locations of restaurants and businesses.

Discussion:

The property is in a CB, Central Business District, which permits the sale of alcoholic beverages, for on-premises consumption in a Lounge with the approval of a Specific Use Designation with term. The property previously had an SUD for the sale of alcohol in a Lounge, however, that SUD expired in 2014. Brass Munky will have a total square footage of 2,800, of which 2,200 square feet will be dedicated to the alcohol serviceable area.

The restaurant will have the following hours of operation and alcohol service:

**Monday through Saturday from 10:00 a.m. to 2:00 a.m. (the following day),
and Sunday from 8:00 a.m. to 10:00 p.m.**

The lounge offers very little off-street parking; however, the applicant is proposing to use the property across the street on 312 Colorado Street as parking. A total of 34 parking spaces are provided, of which 2 will be accessible spaces. The lounge will have a total occupancy of 146 people; therefore, 37 parking spaces will be required. There is additional street parking located near the property that customers will have access to.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public school, public school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no schools or churches within 300 feet of the property.

This request has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Engineering: (Approved)

No objection.

Fire: (Approved)

No objections.

Transportation: (Approved)

No objection.

Code Administration: (Approved)

The SUD is acceptable. The property must adhere to the maximum occupant load of 146 for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning:

The request follows the *Tall City Tomorrow Comprehensive Plan, Chapter 2-A Shared Vision: Community Themes* which is to create Downtown Midland as a place to work, live, and entertain. (Tall City Tomorrow page 44). Downtown Midland is experiencing revitalization. We are seeing new development and redevelopment within this area such as new restaurants and bars. Brass Munky will contribute to the entertainment aspect for the revitalization of downtown.

This request was recommended for approval at the July 5, 2022, Planning and Zoning Commission Meeting.

This request meets all requirements; therefore, staff recommends approval of a Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to Conditions A through G.

Conditions:

- A. That the alcoholic serviceable area of the lounge shall be limited to approximately 2,200 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.**
- B. That the days and hours of alcoholic beverages sales and consumption shall be limited to:**
 - Monday through Saturday from 10:00 a.m. to 2:00 a.m. (the following day), and Sunday from 8:00 a.m. to 10:00 p.m.**
- C. The occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.**
- D. That the establishment shall meet all requirements of the Fire Department and Code Administration.**
- E. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.**
- F. That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on premises consumption to ensure that the conditions of this permit are satisfied.**

G. That in accordance with Section 11-1-9.07.E.3 of the Zoning Ordinance, the lounge shall be in operation within 120 days from the final adoption date of this ordinance.

Letters of Objection:

As of June 29, 2022, staff has not received any letters of objections.

Attachments:

Application
Floor Plan (Exhibit A)
Parking Agreement
Parking Plan
Maps



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOTS 2 AND 3, BLOCK 27, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF NORTH COLORADO STREET, APPROXIMATELY 66 FEET SOUTH OF OHIO AVENUE), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A LOUNGE FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for Lots 2 and 3, Block 27, Original Town Addition, City and County of Midland, Texas (the “Property”), as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a lounge (the “Establishment”) for on-premises consumption, together with the uses permitted in the present CB, Central Business District.

SECTION TWO. That the Property shall be subject to the following conditions and

restrictions:

- A. That the serviceable area of the Establishment shall be limited to approximately 2,200 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.
- B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.
- C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Monday through Saturday from 10:00 a.m. to 2:00 a.m. of the following day;
and
Sunday from 8:00 a.m. to 10:00 p.m.
- D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.
- E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.
- F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.
- G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2022; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2022, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

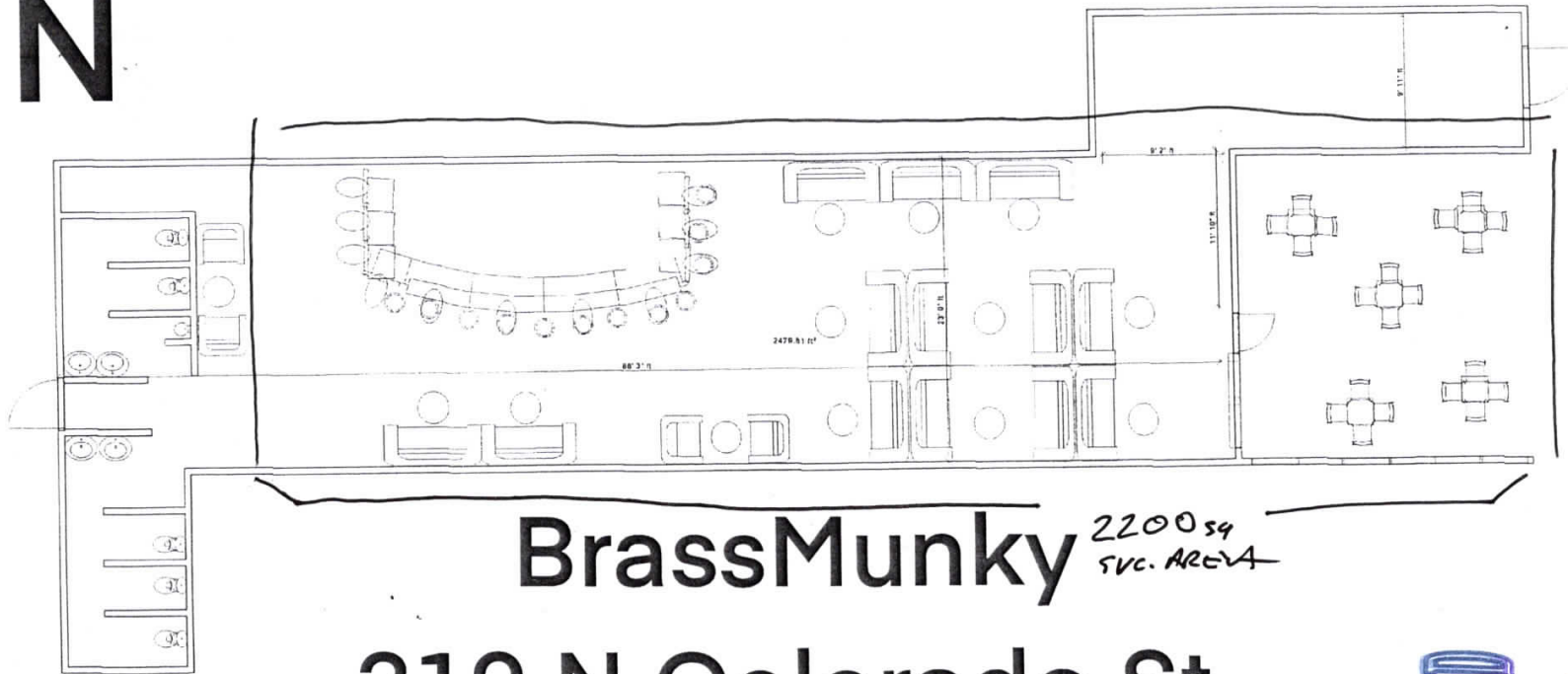
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

EXHIBIT "A"
Ohio Ave.

N



BrassMunkY 2200 sq
svc. AREA

319 N Colorado St.

BLK:027, Lots:002 & 3

ADDN: ORIGINAL TOWN

RECEIVED
MAY 25 2022

TV:

Colorado St.



Specific Use Designation with
Term for the Sale of Alcoholic
Beverages for On-Premises
Consumption

Project Number:

SUD-22-0134

Case Number:

Applicant (if acting as Agent, see affidavit on page 2)

Printed Name: Sonny Aguilar

Phone (432) 352-6386

Email: Sonnyaguilar22@gmail.com

Address

P.O. Box 7747

City

Midland

State

TX

Zip

79708

Property Owner

Printed Name: Rita + Sma Properties

Phone (432) 352-6386

Email

Address

P.O. Box 7747

City

Midland

State

TX

Zip

79708

Representative (if different from Applicant or Property Owner)

Firm: Brass Munky

Printed Name:

Phone (432) 325-6386

Email

Address

P.O. Box 7747

City

Midland

State

TX

Zip

79708

Street Address:

319 N Colorado St.

Business Name:

Brass Munky

Legal Description

Lot: 27 Block: 02x3 Subdivision: Original Town

Current Zoning:

CB - Central Bu

Reason for Request:

SUD

Type of Business (restaurant, bar, lounge, nightclub, etc.):

Proposed/Current Days and Hours of Operation: Monday - Saturday

10 AM - 2 AM Sunday 8 AM - 10 PM

Proposed Days and Hours of Alcohol Service:

same as above

Total Square Footage of Business:

2800

Square Footage of Alcohol Serviceable Area:

2200

Restroom Fixtures:

Men

Toilets/Urinals:

2 1

Bathroom Sinks:

2

Women

Toilets:

3

Bathroom Sinks:

2

RECEIVED
MAY 25 2022
DR

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
 - Seating
 - Exits
 - Restrooms
 - Kitchen (if applicable)
 - Total Square Footage
 - Serviceable Square Footage
- Dimensioned Site Plan showing: *Parking *Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature):

Date: 5/25/22

Applicant (printed):

Sonny Aguilar

Property Owner (signature):

Date: 5/25/22

Property Owner (printed):

The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

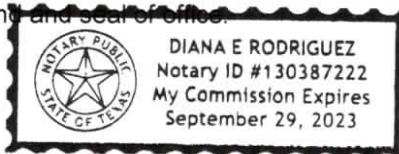
All materials, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute application on behalf of property owner, agent must complete the affidavit below.

STATE OF TEXAS COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Sonny Aguilar who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Subscribed and sworn to before me, this 25th day of May, 2022, to certify which witness my hand and seal of office.



Notary Public

FOR OFFICE USE ONLY

☒ Property Owner Authorization

☒ Dimensioned Floor Plan

☒ Application Fee

☒ Site Plan

Check # 1576

☒ Plans in Digital Format (PDF/JPEG)

Received By: [Signature]

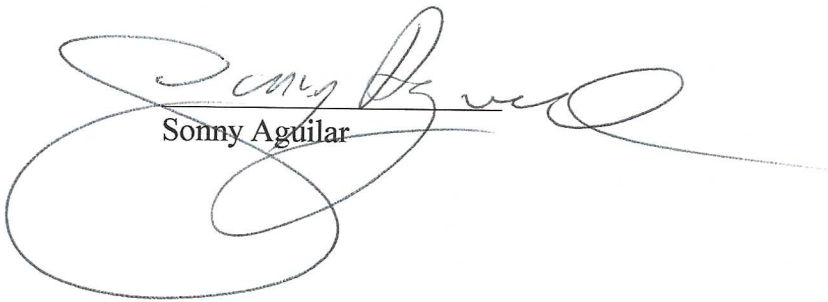
Date: May 25 2022

RECEIVED
MAY 25 2022

BY: _____

6/22/22

Rita & SMA Properties INC, hereby give the Brass Munky and its affiliates permission to park at 312 N. Colorado during business hours.


Sonny Aguilar

6/22/22
Date

Alley

Ohio St.

10 additional
Street parking

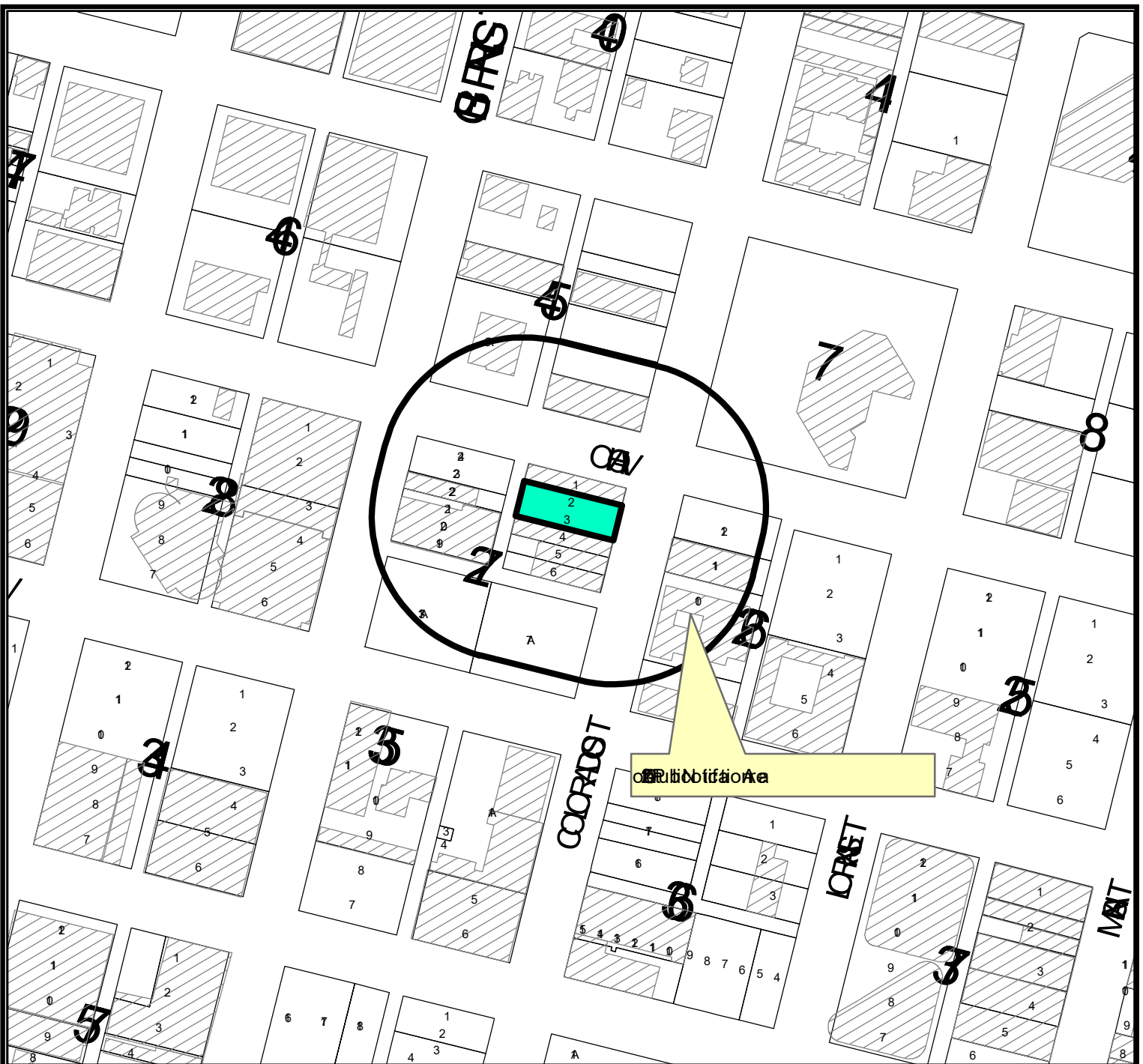
312 N Colorado St.

16 additional
Street parking →

PACKET
↓

12.13

July 26, 2022



LOCATION MAP

SUD-22-0134

Scale: 1" = 200'

Consider a request by Sonny Aguilar, for a Specific Use Designation with Term for the sale of all alcoholic beverages for on-premises consumption, in a Lounge, on Lots 2 and 3, Block 27, Original Town, City and County of Midland, Texas.

Generally located on the west side of N. Colorado Street, approximately 66-feet south of Ohio Avenue.
(Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



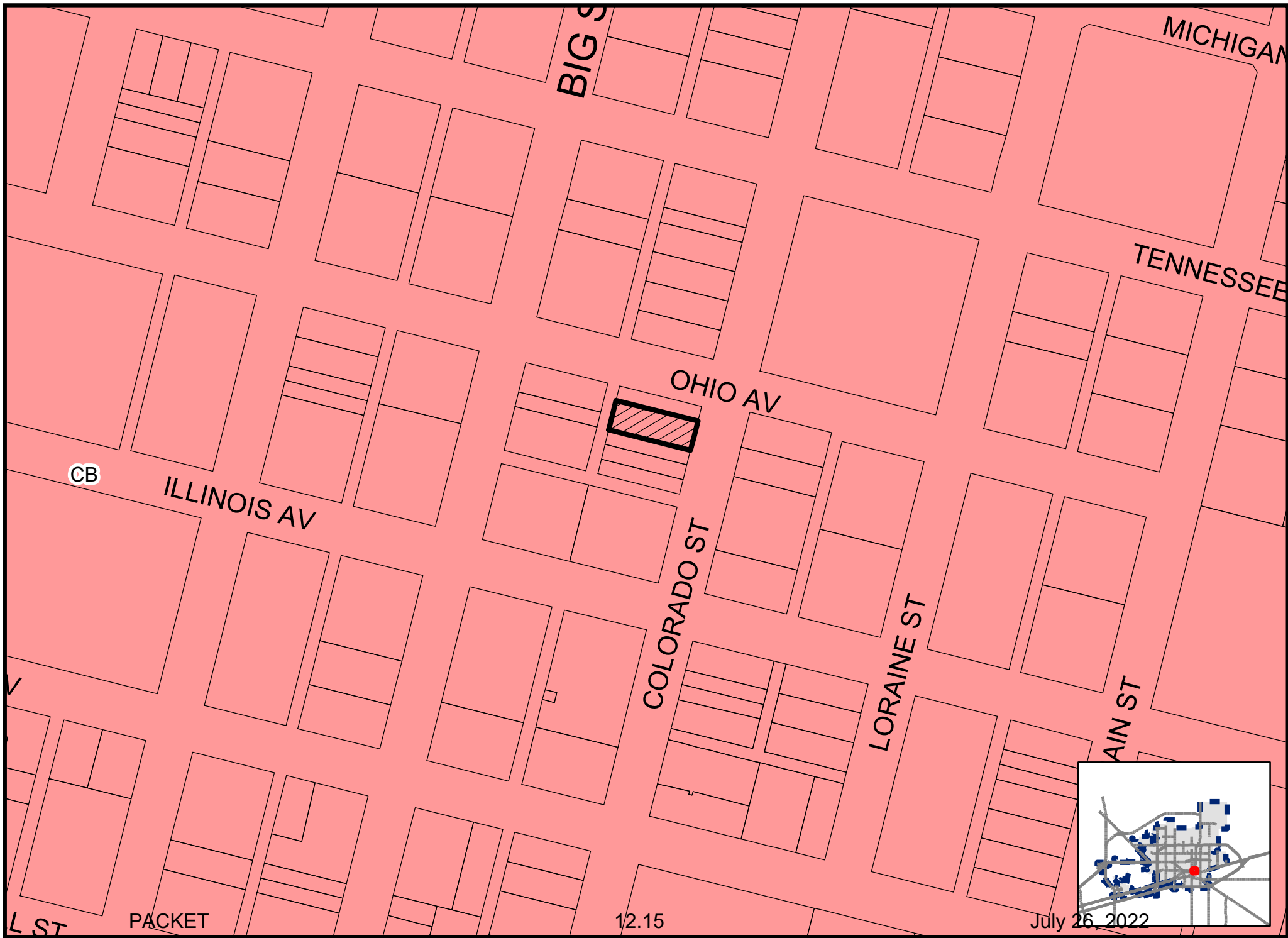
©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY OR A TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

12.14

July 26, 2022













City Council Meeting

Item Number: 13
Meeting Date: July 26, 2022 (July 12, 2022)
To: City Council / City Manager
From: Kelly Martinez, Senior Planner
Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 5, BLOCK 1, KALPOWAR ESTATES, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF TROBAUGH BOULEVARD, APPROXIMATELY 409 FEET NORTH OF GLASGOW DRIVE), BY PERMITTING AN INCREASED MAXIMUM NUMBER OF ACCESSORY BUILDINGS; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Sarah Blackwood, is requesting a Special Exception from the City of Midland Zoning Ordinance, *Section 4.09 Accessory Building and Uses for an increased number of accessory buildings* for an increased number of maximum accessory buildings for the property located at 4900 Trobaugh Boulevard.

Recommended City Council Action:

Deny

Fiscal Impact:

No City funds are required to process this request.

Discussion:

The applicant's property is located at 4900 Trobaugh boulevard and the location of a single-family residence. The applicant is requesting a special exception to the maximum number of

accessory buildings on the property. They are proposing to build a 90 ft. by 90 ft. barn for storage.

Per our City of Midland Zoning Ordinance, *Section 4.09 – Accessory Buildings and Uses*

Table 5: Residential Accessory Building Requirements

Lots 5-acres or greater

Maximum Number of Accessory Buildings: 4

This property is allowed to have 4 (four) accessory structures, which the property currently has. The new accessory structure will exceed the allowable amount. The property sits on an 8.5-acre tract of land. Therefore, the total square footage of the accessory buildings combined does not exceed 15 % of the property.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Engineering: (Approved)

No objection to zone change. [For the Applicant's information only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

Fire: (Approved)

No objections.

Code Compliance: (Approved)

No Oil or Gas issues.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition

adoption in the City of Midland and date of permit application.

Planning Analysis:

As this request represents a deviation from the existing Zoning Ordinance, staff would recommend denial of this application for a Special Exception to the City of Midland Zoning Ordinance, 4.09. *Accessory Buildings and Uses* for an increase maximum number of accessory buildings.

Should the City Council approve this request, the property shall be subject to conditions A and B:

Conditions:

- A. That Property shall significantly conform to the conditions shown in Exhibit "A", which is attached hereto and incorporated herein.**
- B. That the maximum number of accessory buildings on the property shall be 5 (five).**

Letters of Objection:

As of June 29, 2022, staff has not received any letters of objection

Attachments:

Application
Site Plan (Exhibit A)
Elevations
Maps



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 5, BLOCK 1, KALPOWAR ESTATES, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF TROBAUGH BOULEVARD, APPROXIMATELY 409 FEET NORTH OF GLASGOW DRIVE), BY PERMITTING AN INCREASED MAXIMUM NUMBER OF ACCESSORY BUILDINGS; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 (“Section 11-1-7”) of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Ordinance, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That a special exception is hereby granted for the property described as Lot 5, Block 1, Kalpowar Estates, City and County of Midland, Texas (the “Property”). Said special exception shall allow an increased maximum number of accessory buildings.

SECTION TWO. Said special exception is subject to the following special conditions:

- A. That the maximum number of accessory buildings on the Property shall be five (5).
- B. That the Property shall significantly conform to Exhibit “A”, which is attached hereto and incorporated herein for all purposes.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to file this ordinance with the Office of the County Clerk for purposes of recordation.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish

the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2022; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2022, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney



Special Exception Application

Project Number: E-22-0080

Case Number: _____

Applicant (if acting as Agent, see affidavit on page 2) Printed Name: <u>Kevin Blackwood, Sarah</u>		Phone <u>(432) 631-4886</u> Email _____	
Address <u>4900 Trobaugh Blvd</u>	City <u>Midland</u>	State <u>TX</u>	Zip <u>79707</u>

Property Owner Printed Name: <u>Kevin Blackwood</u>		Phone <u>(432) 664-9206</u> Email <u>Sarah.j.blackwood@gmail.com</u>	
Address <u>4900 Trobaugh Blvd</u>	City <u>Midland</u>	State <u>TX</u>	Zip <u>79707</u>

Representative (if different from Applicant or Property Owner) Firm: _____ Printed Name: _____		Phone () _____ Email _____	
Address _____	City _____	State _____	Zip _____

Street Address: <u>4900 Trobaugh Blvd</u>		
Legal Description Lot: <u>005</u> Block: <u>001</u> Subdivision: <u>Kalpower Estates</u>		

Current Zoning: _____
This property qualifies as an exception to the City Code because: ☐ It is an expansion of a nonconforming use. ☐ There are existing nonconforming structures in the area. ☒ The addition of architectural or other projections of a minor extent.
Reason for Request: <u>Our homestead sits on 7.5 acres, even with the additional building and house all buildings are less than 8.5% of overall square footage.</u>

Submittal and Fees Items to be submitted with this application form: • Application Fee – Payable to the 'City of Midland' • Dimensioned Site Plan showing: • Parking • Building Footprint • Digital Copies of Site Plan (PDF/JPEG)
--

Signatures

Applicant (signature):

Date:

Applicant (printed):

Sarah Blackwood

Property Owner (signature):

Date:

Property Owner (printed):

Sarah Blackwood

The Special Exception shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

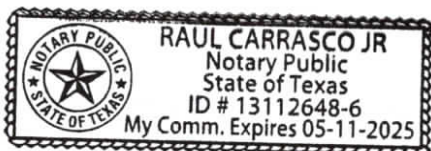
If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Sarah Blackwood who, being by me duly sworn, upon oath says: That (s)he is authorized by Sarah Blackwood the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (signature)

Subscribed and sworn to before me, this 03 day of June, 20 22, to certify which witness my hand and seal of office.



NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☒ Property Owner Authorization

☒ Dimensioned Site Plan

☒ Application Fee

☒ Plans in Digital Format (PDF/JPEG)

Check #

123

Received By:

Paul Rodriguez

Date:

6/3/22

RECEIVED
JUN 03 2022

BY:

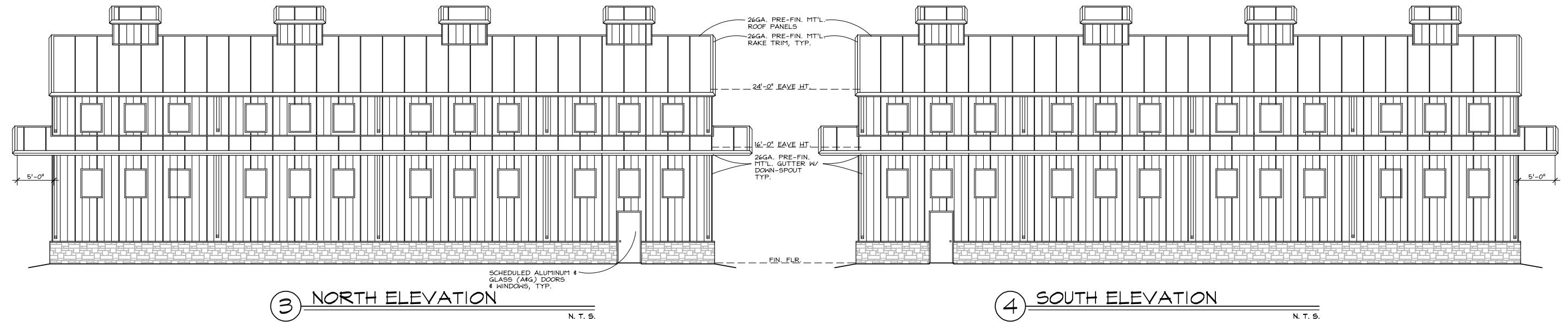
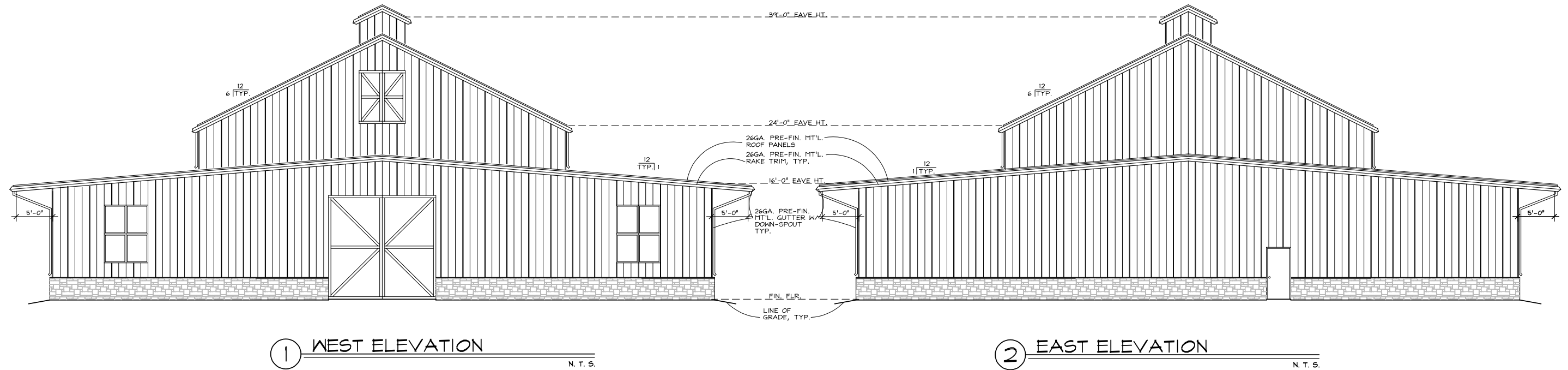
Paul Rodriguez

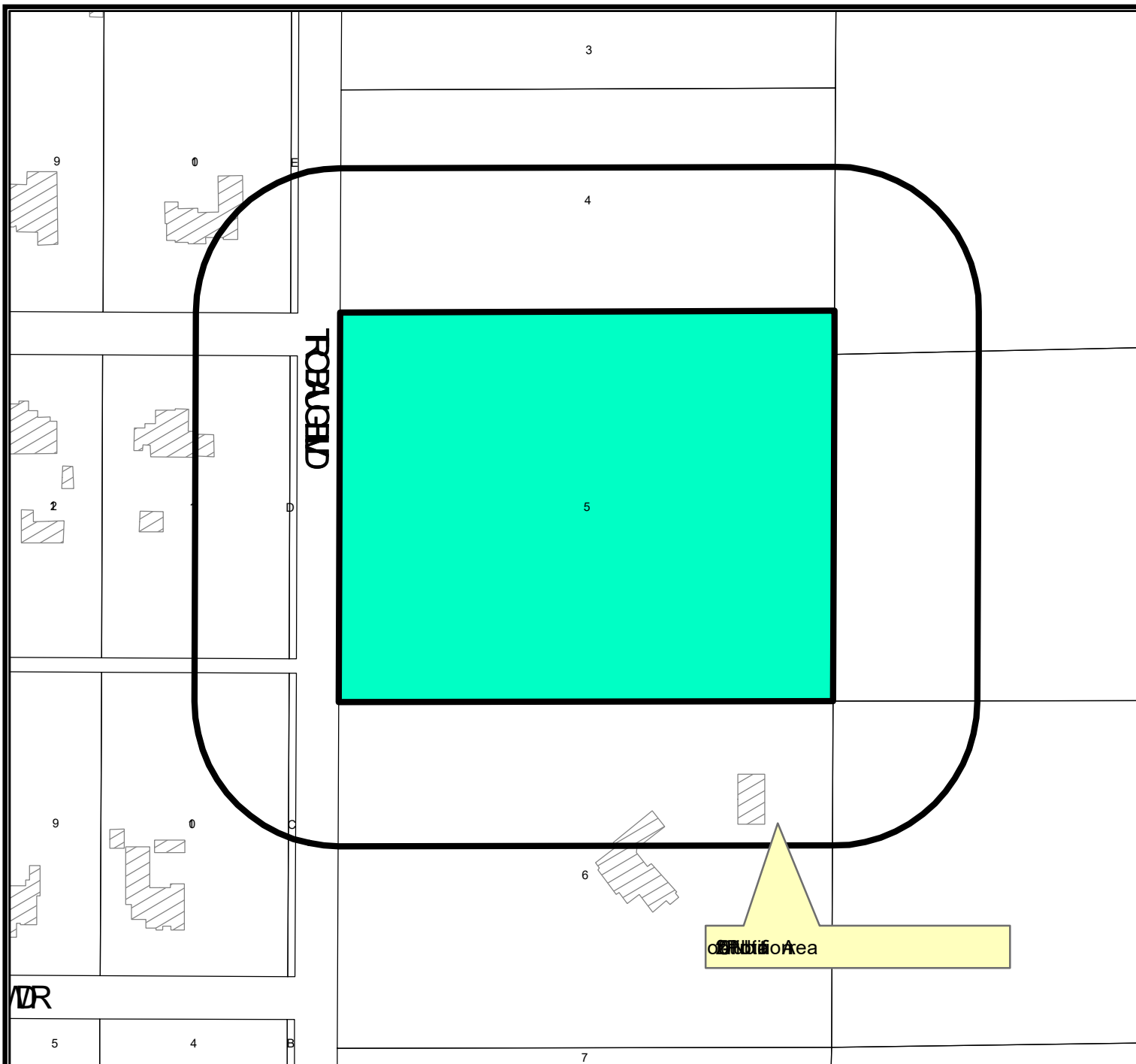
****Application will not be considered for scheduling until reviewed by a planner.****

PACKET
Special Exception Application

13.10
2

July 26, 2022
Revised 08/19/20





LOCATION MAP

E-22-0080

Scale: 1" = 200'

Consider a request by Sarah Blackwood for a Special Exception from the City of Midland Zoning Ordinance, Section 4.09 Accessory Building and Uses for an increased number of accessory buildings on Lot 5, Block 1, Kalpowar Estates, City and County of Midland, Texas.

(Generally located on the east side of Trobaugh Boulevard, approximately 409-feet north of Glasgow Drive. Council District 4)

PACKET

13.12

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

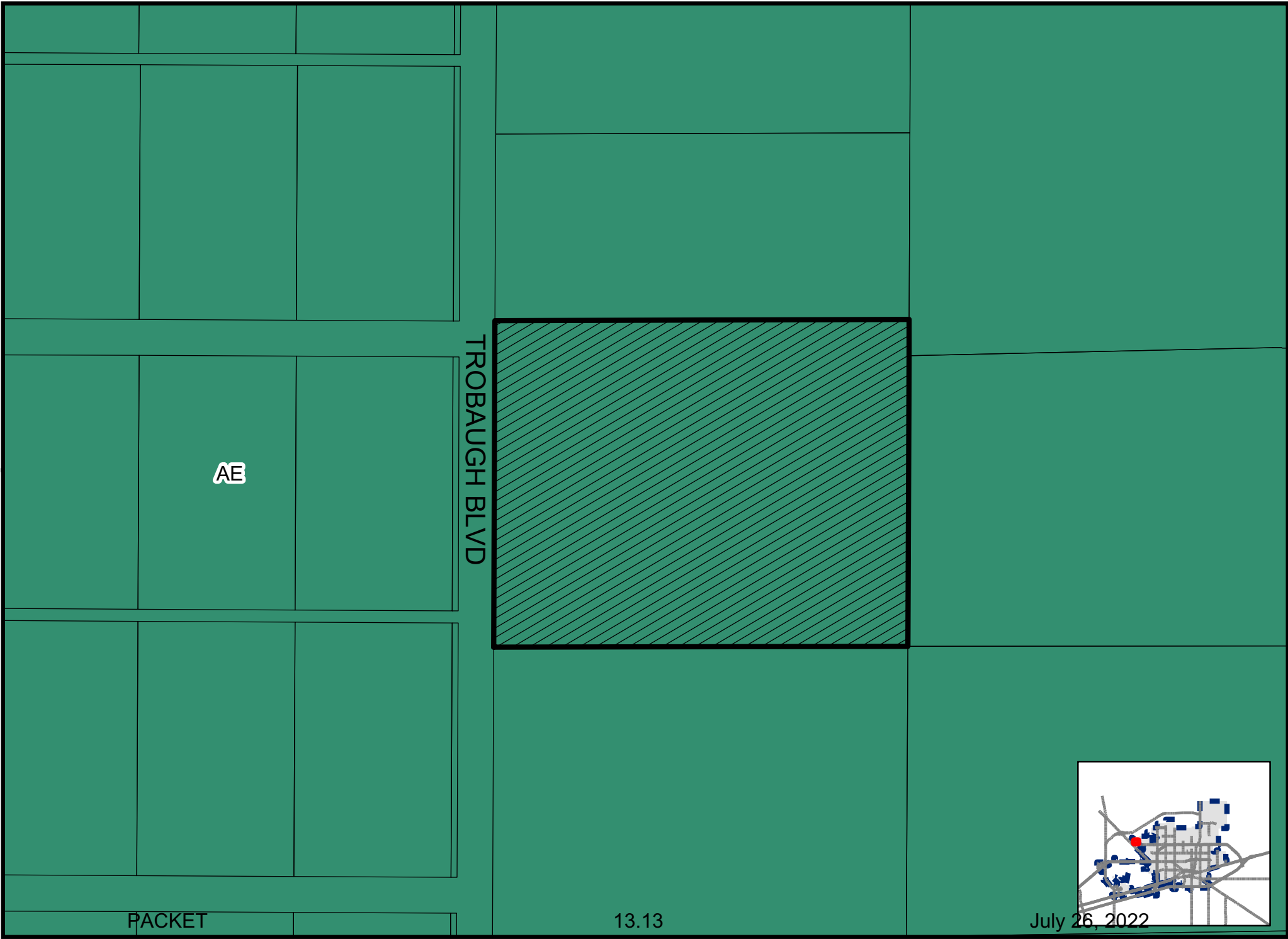


©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY OR AS A TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

July 26, 2022













City Council Meeting

Item Number: 14
Meeting Date: July 26, 2022
To: City Council / City Manager
From: Landon Ochoa, Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.16-ACRE TRACT OF LAND OUT OF THE SOUTHEAST QUARTER OF BLOCK 21, HOMESTEAD ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF NORTH MINEOLA STREET, APPROXIMATELY 92 FEET NORTH OF EAST MICHIGAN AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Davis Laabs, is requesting a zone change from MF-22, Multiple Family Dwelling District to SF-3 Single Family Dwelling District at 603 N. Mineola Street to allow for the construction of a residential home.

Recommended City Council Action:

Approve

Fiscal Impact:

This request does not require any City funds.

Discussion:

Current Zoning:

MF-22, Multiple-Family Dwelling District.

Surrounding Zoning and Land Use:

The properties to the north, east west and south are zoned MF-22, Multiple-Family Dwelling District, and is the location of a single-family home and vacant land.

Analysis:

The applicant is requesting to rezone the property from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District, to allow for the construction of a residential home. The property meets the minimum lot size requirements for the SF-3, Single Family Dwelling District. Under the previous zoning code, the current zoning district would have allowed for construction of single-family homes, which allowed for the proliferation of their construction in this area. Under the new Zoning Code adopted in 2019, residential uses became more specified to single family zoning district.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections to zone change request.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Engineering: (Approved)

No objections to zone change. [For the Applicant's information only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.[For the Applicant's information only.]

Code: (Approved)

No Oil and Gas issues.

Transportation: (Approved)

No additions or changes to site access are approved with plat or zoning review. Driveways or other access points are approved only with construction drawing review. [For the Applicant's

information only.]

No objections to plat. [For the Applicant's information only.]

Planning:

This request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 3 An Integrated Land Use Vision, "Future Land Use Map" as it designates this area for Urban Residential, a classification which calls for single family detached housing.

This request was approved at the July 5, 2022, Planning and Zoning Commission meeting.

Staff recommends approval of this zone change from MF-22, Multiple Family Dwelling District to SF-3, Single Family Dwelling District, subject to condition A.

Conditions:

- A. That the use and development of this property shall conform to the regulations of the SF-3, Single-Family Dwelling District.**

Letters of Objection:

Staff has not received any letters of objection as of July 21, 2022.

Attachments:

Application
Maps
Metes and Bounds
Floor Plan



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.16-ACRE TRACT OF LAND OUT OF THE SOUTHEAST QUARTER OF BLOCK 21, HOMESTEAD ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF NORTH MINEOLA STREET, APPROXIMATELY 92 FEET NORTH OF EAST MICHIGAN AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning a 0.16-acre tract of land out of the southeast quarter of Block 21, Homestead Addition, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit “A”, which is attached hereto and incorporated herein (the “Property”), to SF-3, Single-Family Dwelling District, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2022; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council

member _____, on the _____ day of _____, A.D., 2022, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

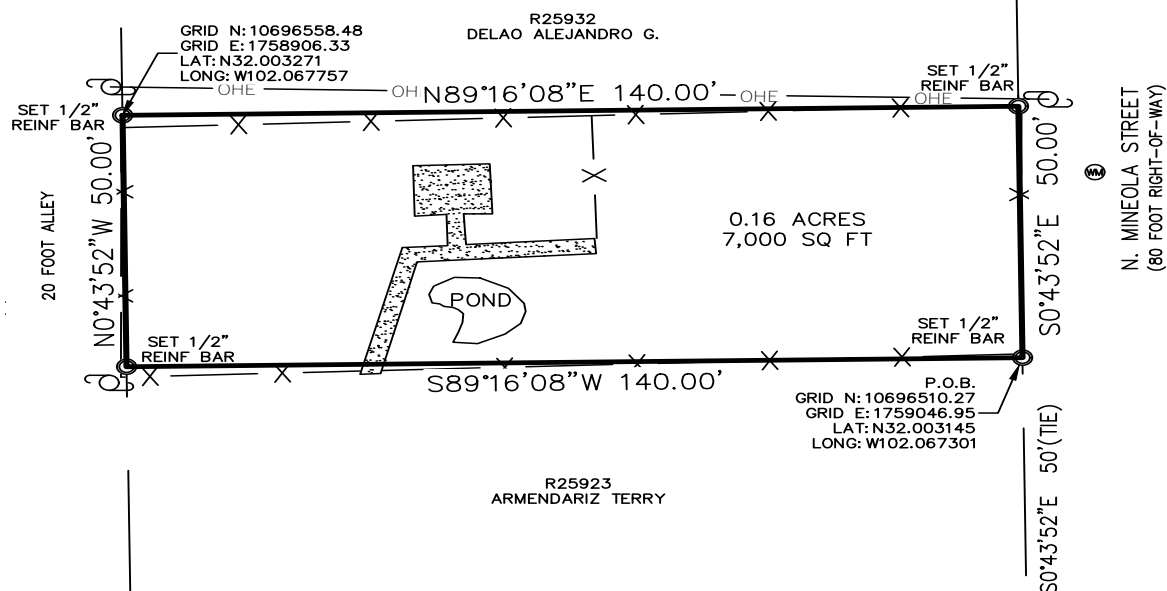
APPROVED AS TO CONTENT
AND COMPLETENESS:

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

EXHIBIT "A"



FIELD NOTE DESCRIPTION OF A0.16 ACRE TRACT OF LAND, OUT OF THE BLOCK 21, HOMESTEAD ADDITION MIDLAND COUNTY, TEXAS, SAID 0.16 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" REINF BAR FOUND/SET (N:10696510.27, E:1759046.95) FOR THE SOUTHEAST CORNER OF THIS TRACT, FROM WHICH THE SOUTHEAST CORNER OF SAID BLOCK 21 BEARS SOUTH 0°43'52" EAST 50 FEET;

THENCE SOUTH 89°16'08" WEST 140 FEET TO A 1/2" REINF BAR SET FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTH 0°43'52" WEST 50 FEET TO A 1/2" REINF BAR SET FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE NORTH 89°16'08" EAST 140 FEET TO A 1/2" REINF BAR SET FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE SOUTH 0°43'52" EAST 50 FEET TO THE PLACE OF BEGINNING.

BEARINGS AND DISTANCES SHOWN ARE BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

NOTES:

THIS PROPERTY IS SUBJECT TO THE FINDINGS OF THE MIDLAND COUNTY COMMISSIONERS COURT ON AUGUST 24, 2020. IN WHICH MIDLAND COUNTY ADOPTED SUBDIVISION REGULATIONS ARTICLES I-XI AND CHAPTER 232 OF THE TEXAS LOCAL GOVERNMENT CODE..

BEARINGS AND DISTANCES SHOWN ARE BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF TITLE COMMITMENT. NOT ALL EASEMENTS OR MATTERS OF TITLE MAY BE SHOWN.

THIS SURVEY DOES NOT GUARANTEE OWNERSHIP.

LEGEND:

	MONUMENT AS DESCRIBED
	PROPERTY LINE
	ADJOINING PROPERTIES
	OVERHEAD ELECTRIC
	UTILITY POLE
	WATER METER
	CONCRETE

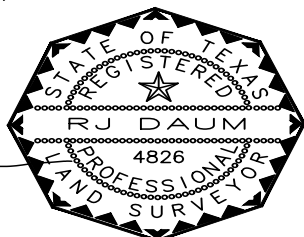
Surveyor Certification

TO THE LIENHOLDERS, DAVIS LAABS

(OWNER) OF THE PREMISES AND TO THE ISSUING TITLE INSURANCE UNDERWRITER: THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND THAT THERE ARE NO KNOWN DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, EASEMENTS OR RIGHTS-OF-WAY, EXCEPT AS SHOWN HEREON.

DATED THIS 6TH DAY OF JUNE, 2022

RJ DAUM
TEXAS RPLS 4826



SCHUMANN
ENGINEERING CO.

A LATERAL LAND COMPANY

PACKET

CIVIL ENGINEERING - LAND SURVEYING
TEXAS FIRM No. F1880 - TEXAS FIRM No. 10149500

800 N. MARIENFELD ST. #100
MIDLAND, TEXAS 79701

(432) 684-5548

SURVEY

M.50 FEET OF THE SE/4

BLOCK 21

HOMESTEAD ADDITION

AN ADDITION TO THE CITY OF MIDLAND,
AS PER PLAT

IN VOLUME 1, PAGE 242 DEED RECORDS.
MIDLAND COUNTY, TEXAS

July 26, 2022

SCALE: 1" = 30'

PROJECT: 78571
JOB NO.: 78571

14.7



**Zone Change/Planned District
Amendment/Site Plan Approval**

Project Number: 222-0294
Case Number: _____

Applicant (if acting as Agent, see affidavit on page 2) Printed Name: <u>Davis Laabs</u>		Phone (432) <u>967-0013</u> Email: <u>laabsdavis@gmail.com</u>	
Address: <u>1601 Magnolia Av.</u>	City: <u>Midland</u>	State: <u>Texas</u>	Zip: <u>79705</u>

Property Owner Printed Name: <u>Davis Laabs</u>		Phone (432) <u>967-0013</u> Email: <u>laabsdavis@gmail.com</u>	
Address: <u>1601 Magnolia Av.</u>	City: <u>Midland</u>	State: <u>Texas</u>	Zip: <u>79705</u>

Representative (if different from Applicant or Property Owner) Firm: _____ Printed Name: _____		Phone () _____ Email: _____	
Address: _____	City: _____	State: _____	Zip: _____

Street Address: <u>603 Al Mineola</u>	
Legal Description Lot: _____ Block: <u>21</u> Subdivision: <u>Homestead S/E 4</u>	

Current Zoning: <u>MF22</u>	Proposed Zone: <u>SF-3</u> (List by tracts if more than one district is requested)
------------------------------------	--

Reason for Zone Change Request: To Build A Residence Home

Present Use of Property: NONE, Property Is Vacant

Proposed Use of Property: Build A 2 Bedroom, Living, Dining, Kitchen House 1,000 Sq Foot Home Room

How would this zone change affect the public health, safety and welfare? _____

Describe how conditions affecting the property have changed since present zoning designation: _____

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

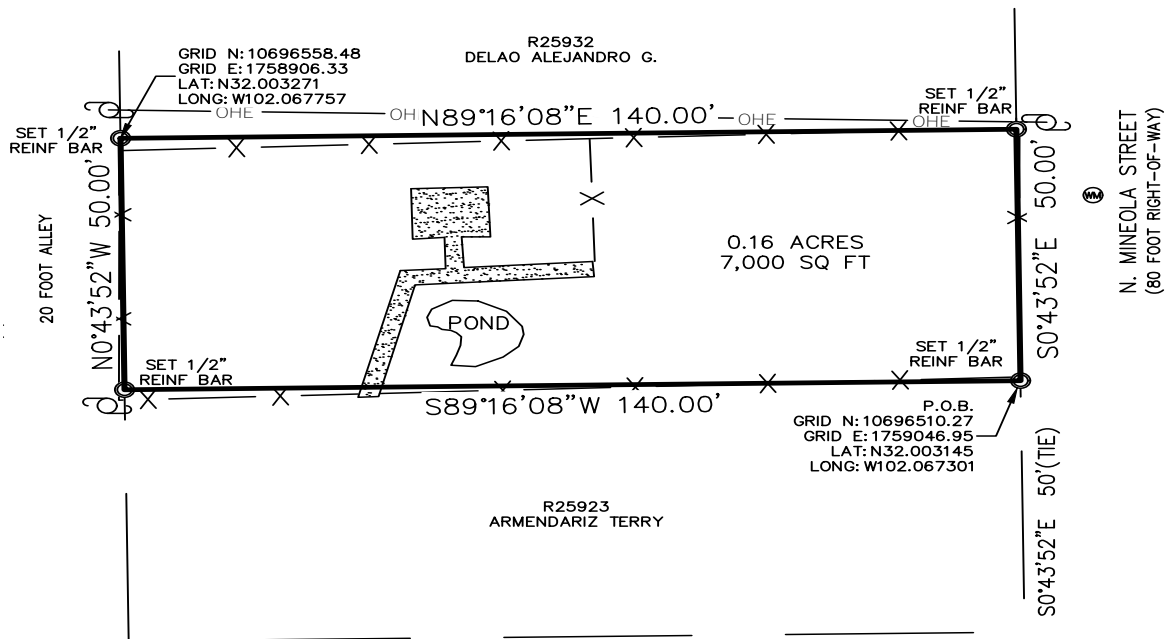
RECEIVED
MAY 05 2022
BY: DL

Signature (by property owner only – authorized agent must sign affidavit below)	
Applicant (signature): <u>Davis Laabs</u>	Date: <u>2-5-2022</u>
Applicant (printed): <u>Davis Laabs</u>	
Property Owner (signature): <u>Davis Laabs</u>	Date: <u>2-5-2022</u>
Property Owner (printed): <u>Davis Laabs</u>	
<i>The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.</i> <i>All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.</i>	

STATE OF TEXAS COUNTY OF MIDLAND	
Before me, the undersigned authority, on this day personally appear _____ who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.	
_____ Authorized Agent (signature)	
Subscribed and sworn to before me, this _____ day of _____, 20____, to certify which witness my hand and seal of office.	
_____ NOTARY PUBLIC, MIDLAND COUNTY, TEXAS	

FOR OFFICE USE ONLY	
☒ Property Owner Authorization ☒ Application Fee Check # <u>CASH (500.00)</u>	☒ Dimensioned Site Plan ☐ Plans in Digital Format (PDF/JPEG)
Received By: _____	Date: <u>MAY 05 2022</u> BY: <u>DL</u>

PACKET 149 July 26, 2022
 Application will not be considered for scheduling until reviewed by a planner.



FIELD NOTE DESCRIPTION OF A 0.16 ACRE TRACT OF LAND, OUT OF THE BLOCK 21, HOMESTEAD ADDITION MIDLAND COUNTY, TEXAS, SAID 0.16 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

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LEGEND:

- MONUMENT AS DESCRIBED
- PROPERTY LINE
- ADJOINING PROPERTIES
- OVERHEAD ELECTRIC
- UTILITY POLE
- WATER METER
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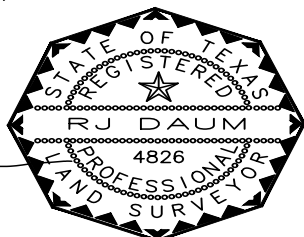
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DATED THIS 6TH DAY OF JUNE, 2022

RJ DAUM
TEXAS RPLS 4826



SCHUMANN
ENGINEERING CO.

A LATERAL LAND COMPANY

PACKET

CIVIL ENGINEERING - LAND SURVEYING
TEXAS FIRM No. F1880 - TEXAS FIRM No. 10149500

800 N. MARIENFELD ST. #100
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SURVEY

M.50 FEET OF THE SE/4

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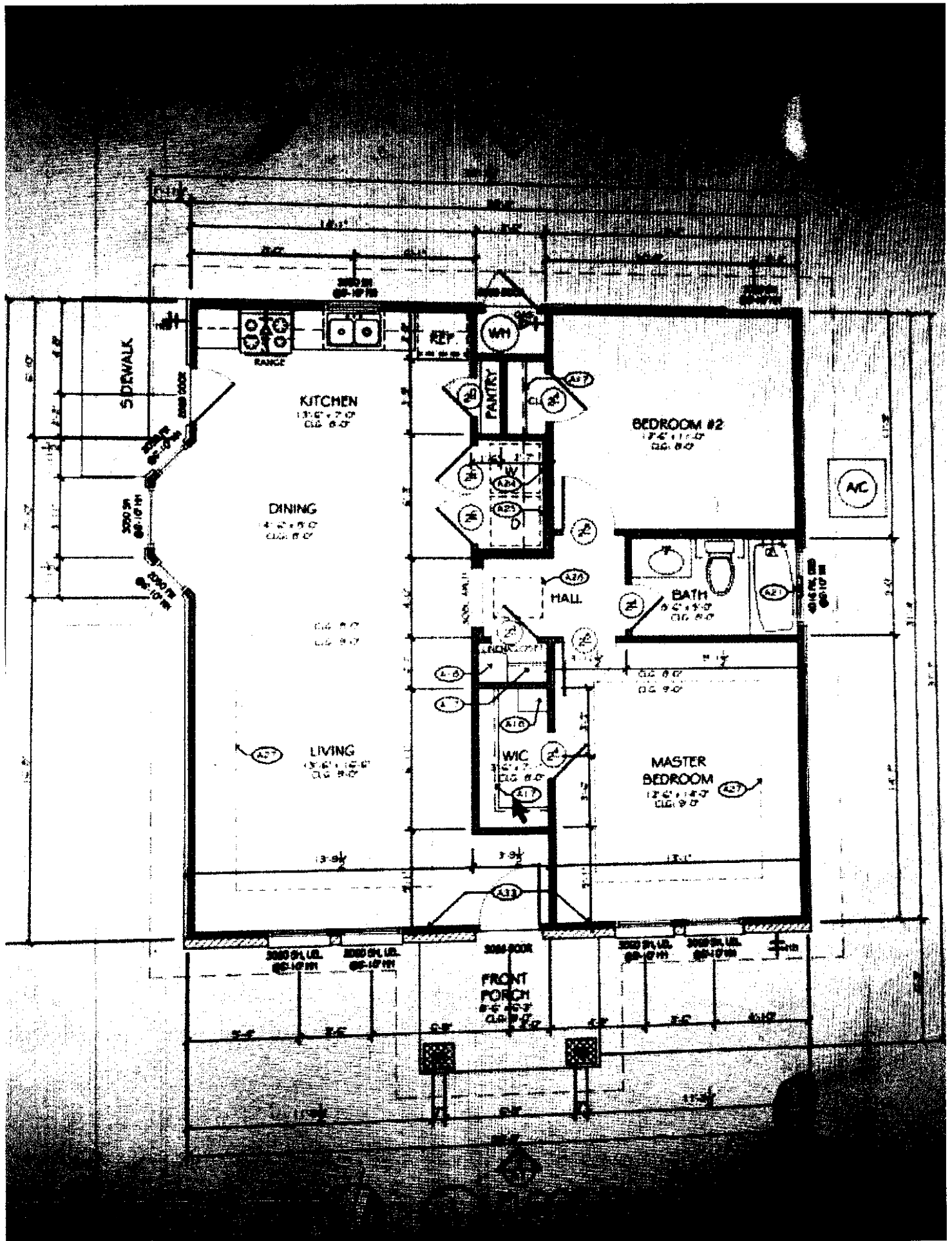
IN VOLUME 1, PAGE 242 DEED RECORDS.
MIDLAND COUNTY, TEXAS

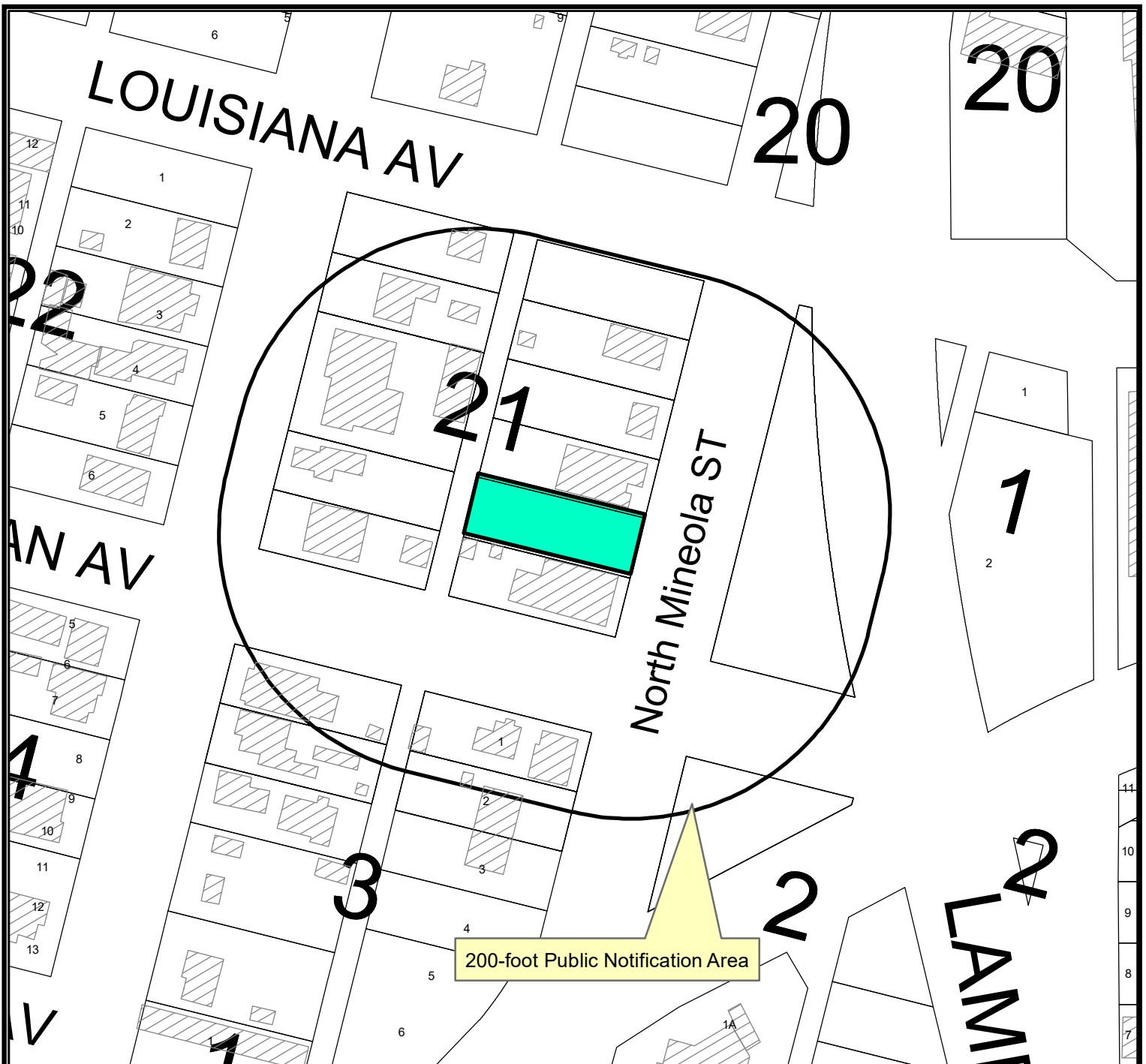
July 26, 2022

SCALE: 1" = 30'

PROJECT: 78571
JOB NO.: 78571

14.10





LOCATION MAP

Z-22-0294

Scale: 1" = 1,411'

Consider a request by David Laabs for a zone change from MF-22, Multiple-Family Dwelling District, to SF-3, Single-Family Dwelling District on a 0.16-acre tract of land out of the southeast quarter of Block 21, Homestead Addition, City and County of Midland, Texas.

Generally located on the west side of N Mineola Street, approximately 92-feet north of E. Michigan Avenue. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



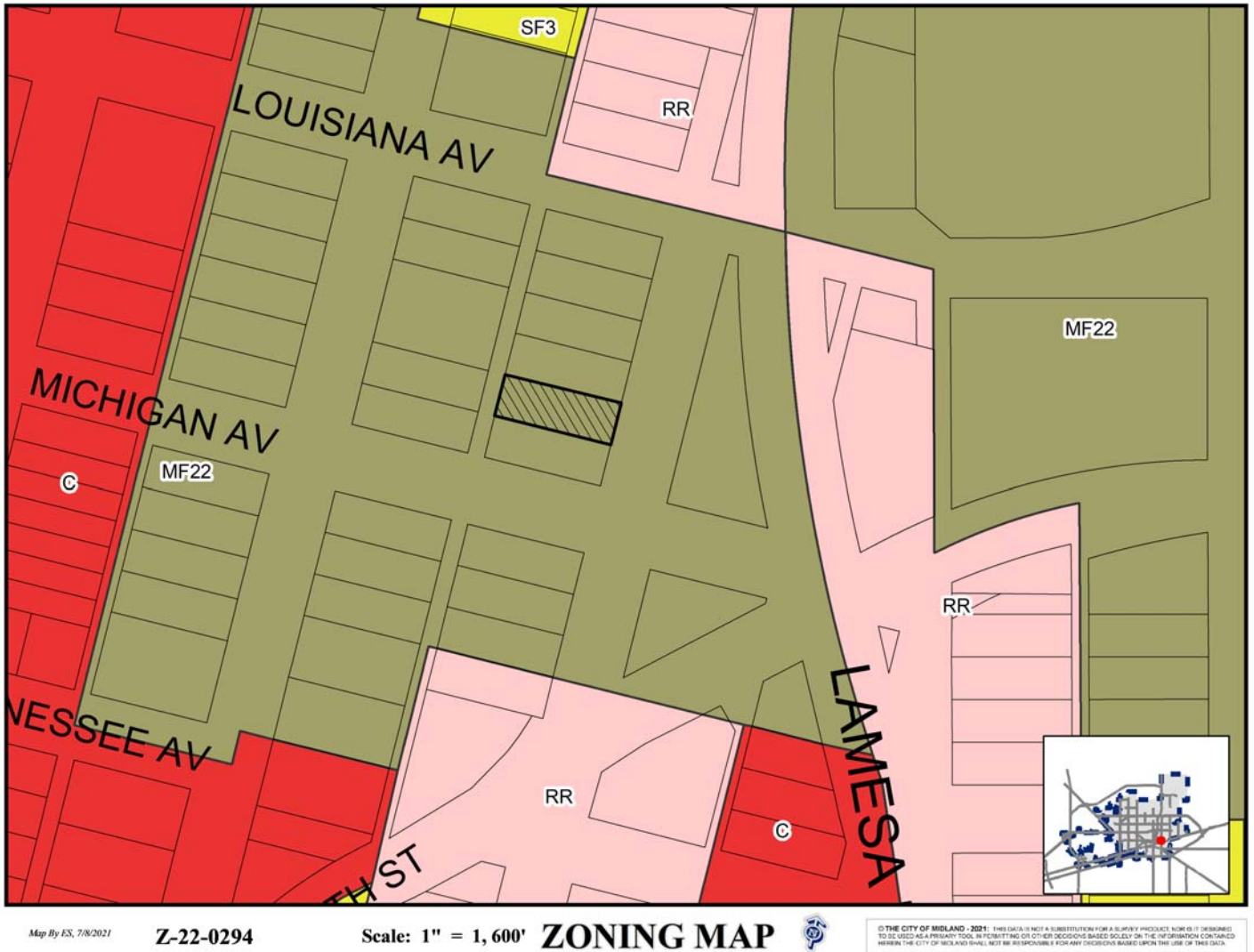
©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY OR A ZONING TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

July 26, 2022

14.12

PACKET













City Council Meeting

Item Number: 15
Meeting Date: July 26, 2022
To: City Council / City Manager
From: Kelly Martinez, Senior Planner
Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 3, BLOCK 13, GRAFALAND ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF STOREY AVENUE AND EAST BROADWAY STREET), BY PERMITTING (1) A REDUCED MINIMUM REAR YARD SETBACK AND (2) A REDUCED MINIMUM SIDE YARD SETBACK ON THE WEST SIDE OF THE LOT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Stephen Melnyk, is requesting a Special Exception from the City of Midland Zoning Ordinance, *Section 4.09 Accessory Building and Uses* for a reduced minimum rear and side yard setbacks for the property located at 1505 Storey Avenue.

Recommended City Council Action:

Deny

Fiscal Impact:

No City funds are required to process this request.

Discussion:

The applicant's property is located at 1505 Storey Avenue and the location of a single-family

residence. The applicant is requesting a special exception to the minimum rear and side yard setbacks. They are proposing to expand their existing garage towards the rear and side property lines near the alley. The garage is a legal nonconforming structure; The garage does not meet the side yard and rear yard setback requirements of the current zoning ordinance. The expansion of the garage will drive this structure further into noncompliance with the zoning code.

Per our City of Midland Zoning Ordinance, *Section 4.09 – Accessory Buildings and Uses*
Table 5: Residential Accessory Building Requirements
Lots 7,500 sq. ft. up to 21,999 sq. ft.
Minimum side and rear yard setback: 5 feet

Therefore, the proposed addition of the garage must maintain 5 feet from the rear and side yard property line as listed in the zoning ordinance.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Engineering: (Approved)

No objection to zone change. [For the Applicant's information only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

Transportation: (Approved with Conditions)

Contractor needs to apply for a driveway permit.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

Fire: (Approved)

No objections.

Code Compliance: (Approved)

No Oil and Gas issues.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Planning Analysis:

As this request represents a deviation from the existing Zoning Ordinance, staff recommends denial of this application for a Special Exception to the City of Midland Zoning Ordinance, *4.09. Accessory Buildings and Uses* for a reduced minimum rear and side yard setback.

Should the City Council approve this request, the property shall be subject to conditions A through C:

Conditions:

- A. That Property shall significantly conform to the conditions shown in Exhibit "A", which is attached hereto and incorporated herein.**
- B. That the minimum rear yard setback for the proposed addition to the garage shall be 0 (zero).**
- C. That the minimum side yard setback on the west side of the property for the proposed addition to the garage shall be 0 (zero)**

Letters of Objection:

As of July 13, 2022, staff has not received any letters of objection

Attachments:

Application
Site Plan (Exhibit A)
Maps



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 3, BLOCK 13, GRAFALAND ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF STOREY AVENUE AND EAST BROADWAY STREET), BY PERMITTING (1) A REDUCED MINIMUM REAR YARD SETBACK AND (2) A REDUCED MINIMUM SIDE YARD SETBACK ON THE WEST SIDE OF THE LOT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 (“Section 11-1-7”) of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Ordinance, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE

CITY OF MIDLAND, TEXAS:

SECTION ONE. That a special exception is hereby granted for the property described as Lot 3, Block 13, Grafaland Addition, Section 2, City and County of Midland, Texas (the “Property”). Said special exception shall allow (1) a reduced minimum rear yard setback and (2) a reduced minimum side yard setback on the west side of the Property.

SECTION TWO. Said special exception is subject to the following special conditions:

- A. That the minimum rear yard setback for the addition to the garage shall be zero feet (0').
- B. That the minimum side yard setback on the west side of the Property for the addition to the garage shall be zero feet (0').
- C. That the Property shall significantly conform to the conditions shown in Exhibit “A”, which is attached hereto and incorporated herein for all purposes.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to file this ordinance with the Office of the County Clerk for purposes of recordation.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2022; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2022, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

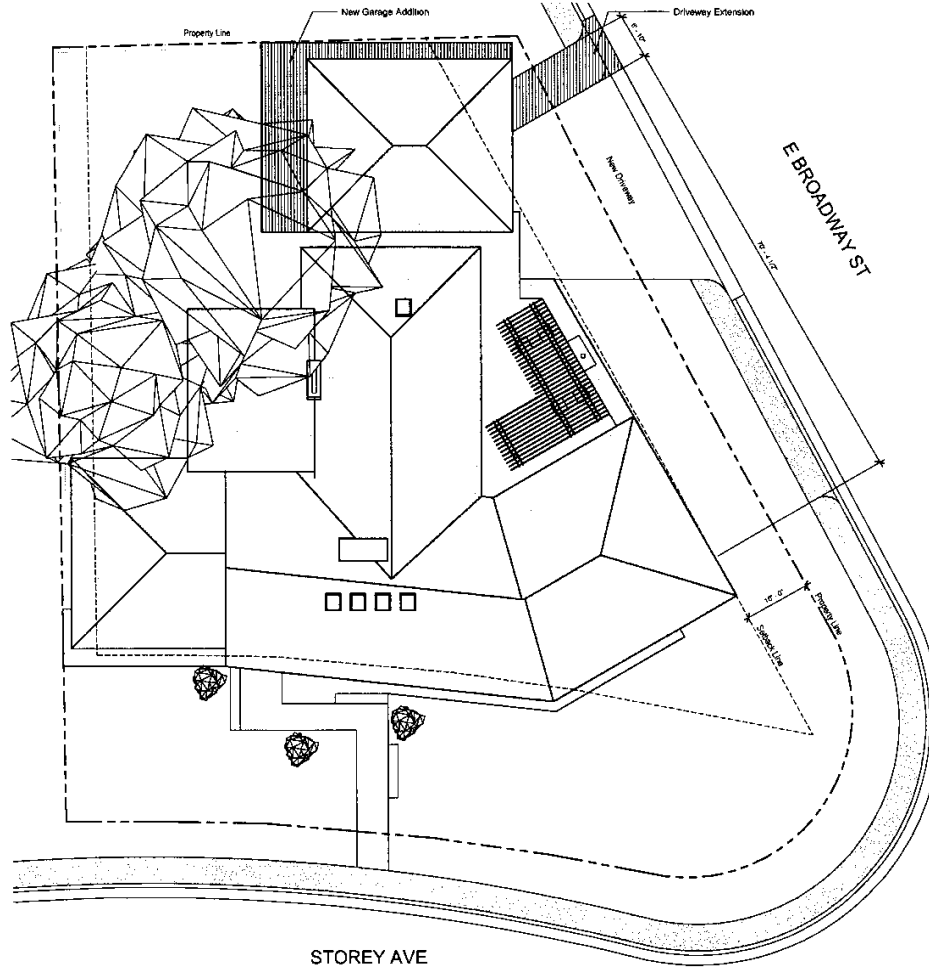
APPROVED AS TO CONTENT
AND COMPLETENESS:

Charles Harrington, Director of Development Services

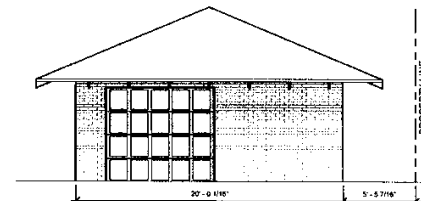
APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

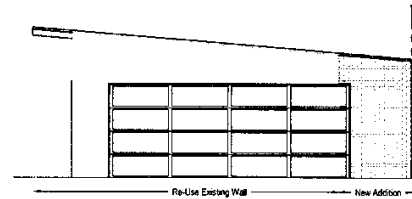
EXHIBIT "A"



① SITE PLAN
1/8" = 1'-0"



② Existing Garage
1/4" = 1'-0"



③ Garage With Addition
1/4" = 1'-0"

MELNYK
RESIDENCE
1506 Storey Avenue
Midland, Texas 79701

rwa
rhotenberry
wellen
architects

1102 WEST TEXAS AVE.
MIDLAND, TEXAS 79701
PHONE: 432.682.1252
FAX: 432.682.1257

△ Date Description
6/26/22 FOR INTERNAL REVIEW

Seal / Signature

"THESE DOCUMENTS ARE FOR INTERNAL REVIEW AND NOT FOR CONSTRUCTION. ANY CHANGES MUST BE APPROVED BY THE ARCHITECT."

Project Number

2209

Description

Garage Addition

SD2

© 2019 Rhotenberry Wellen
Architects



Special Exception Application

Project Number: E-22-0082

Case Number: _____

Applicant (if acting as Agent, see affidavit on page 2)

Printed Name: Stephen Melnyk

Phone (817) 550-7260

Email
sjmelnyk@gmail.com

Address 1505 Storey Ave

City Midland

State TX

Zip 79701

Property Owner

Printed Name: Stephen Melnyk

Phone (817) 550-7260

Email
sjmelnyk@gmail.com

Address 1505 Storey Ave

City Midland

State TX

Zip 79707

Representative (if different from Applicant or Property Owner)

Firm: _____

Printed Name: Stephen Melnyk

Phone (817) 550-7260

Email
sjmelnyk@gmail.com

Address _____

City _____

State _____

Zip _____

Street Address: 1505 Storey Ave Midland, TX, 79707**Legal Description**

Lot: 003

Block: 013

Subdivision: Grafaland Sec 2

Current Zoning:**This property qualifies as an exception to the City Code because:**

- ☐ It is an expansion of a nonconforming use.
- ☒ There are existing nonconforming structures in the area.
- ☒ The addition of architectural or other projections of a minor extent.

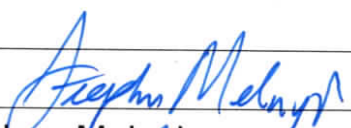
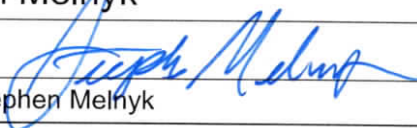
Reason for Request: Garage on property is requested to be expanded on one side towards the back property line (towards current ally).

Garage front does not meet current set back requirements, request to keep the west facing wall of the garage where it stands now and not move it.

Expanding garage to the south with no overhang on the property line with a slanted roof wide enough for a 2-car garage

Submittal and Fees**Items to be submitted with this application form:**

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing:
 - Parking
 - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures	
Applicant (signature): 	Date: 6/24/2022
Applicant (printed): Stephen Melnyk	
Property Owner (signature): 	Date: 6/24/2022
Property Owner (printed): Stephen Melnyk	
<i>The Special Exception shall be considered officially received in the Planning office <u>only</u> when it has been submitted in <u>full compliance</u> with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.</i> <i>All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.</i>	

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (signature)

Subscribed and sworn to before me, this _____ day of _____, 20 ____, to certify which witness my hand and seal of office.

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

- | | |
|--|--|
| ☒ Property Owner Authorization | ☒ Dimensioned Site Plan |
| ☒ Application Fee | ☒ Plans in Digital Format (PDF/JPEG) |

Check # CC

Received By: 

Date:

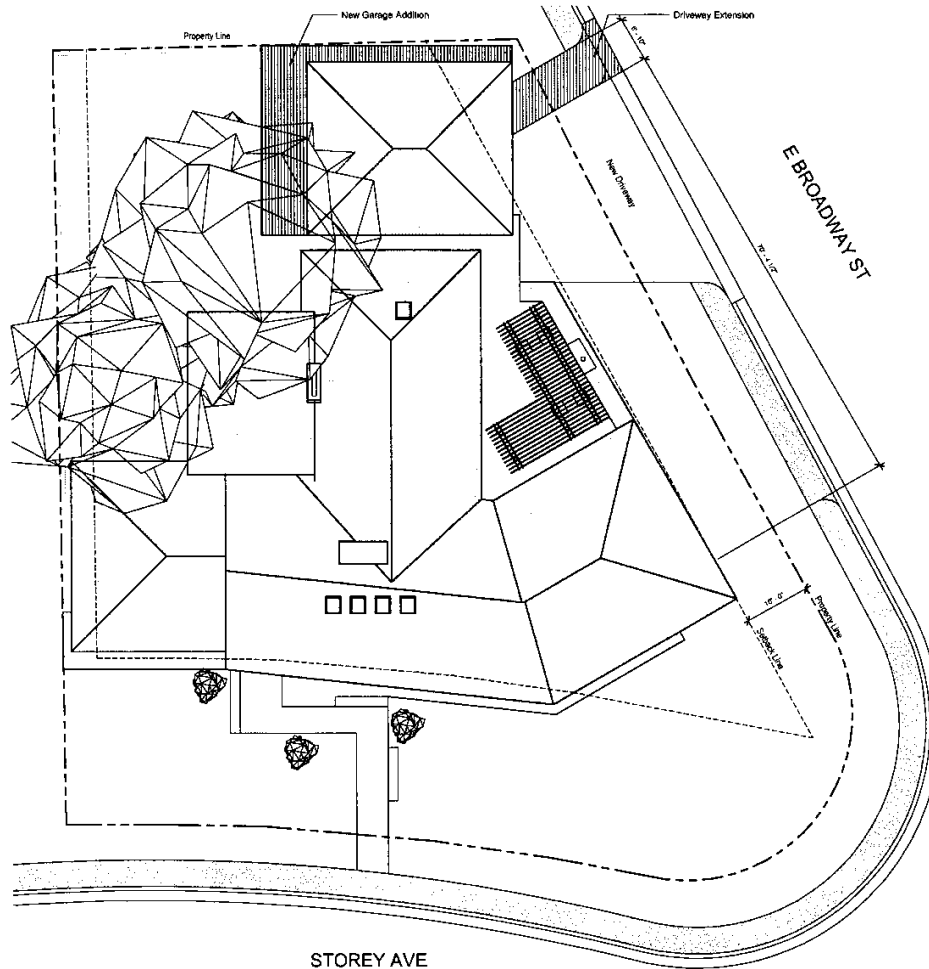
RECEIVED
JUN 24 2022

PACKET

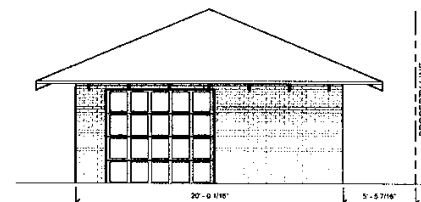
15.10

July 26, 2022

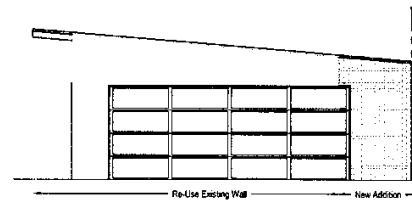
Application will not be considered for scheduling until reviewed by a planner.



① SITE PLAN
1/8" = 1'-0"



② Existing Garage
1/4" = 1'-0"



③ Garage With Addition
1/4" = 1'-0"

MELNYK
RESIDENCE
1506 Storey Avenue
Midland, Texas 79701

rwa
rhotenberry
wellen
architects

1102 WEST TEXAS AVE.
MIDLAND, TEXAS 79701
PHONE: 432.682.1252
FAX: 432.682.1257

△ Date Description
6/26/22 FOR INTERNAL REVIEW

Seal / Signature

"THESE DOCUMENTS ARE FOR INTERNAL REVIEW AND NOT FOR CONSTRUCTION. ANY CHANGES MUST BE APPROVED BY THE ARCHITECT."

Project Number

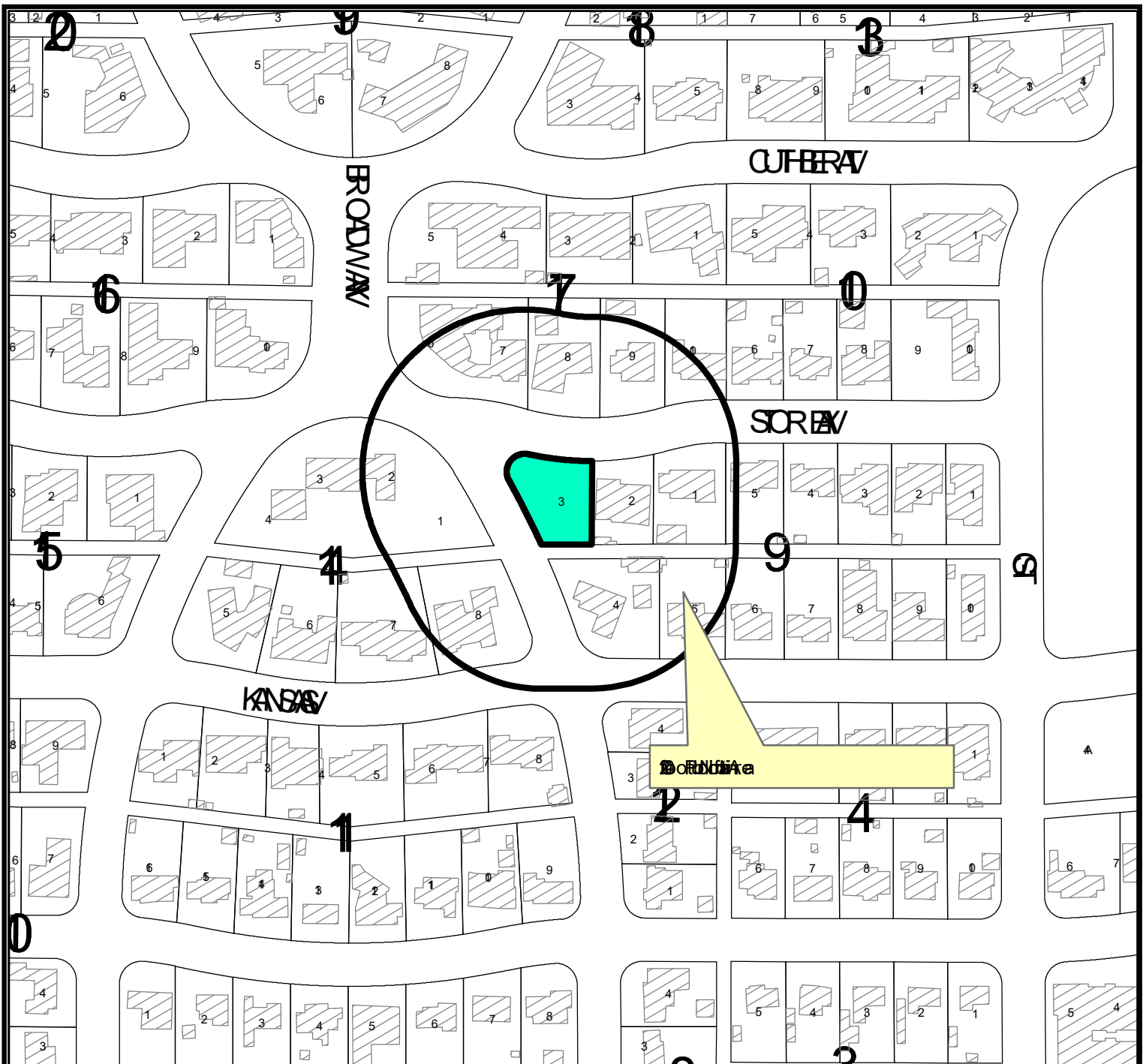
2209

Description

Garage Addition

SD2

© 2019 Rhotenberry Wellen
Architects



LOCATION MAP

E-22-0082

Scale: 1" = 200'

Consider a request by Stephen Melnyk for a Special Exception from the City of Midland Zoning Ordinance, Section 4.09 Accessory Building and Uses for a reduced minimum rear and side yard setbacks on Lot 3, Block 13, Grafaland Addition, Section 2, City and County of Midland, Texas.

Generally located on the southeast corner of the intersection of Storey Avenue and East Broadway Street. (Council District 5)

LEGEND

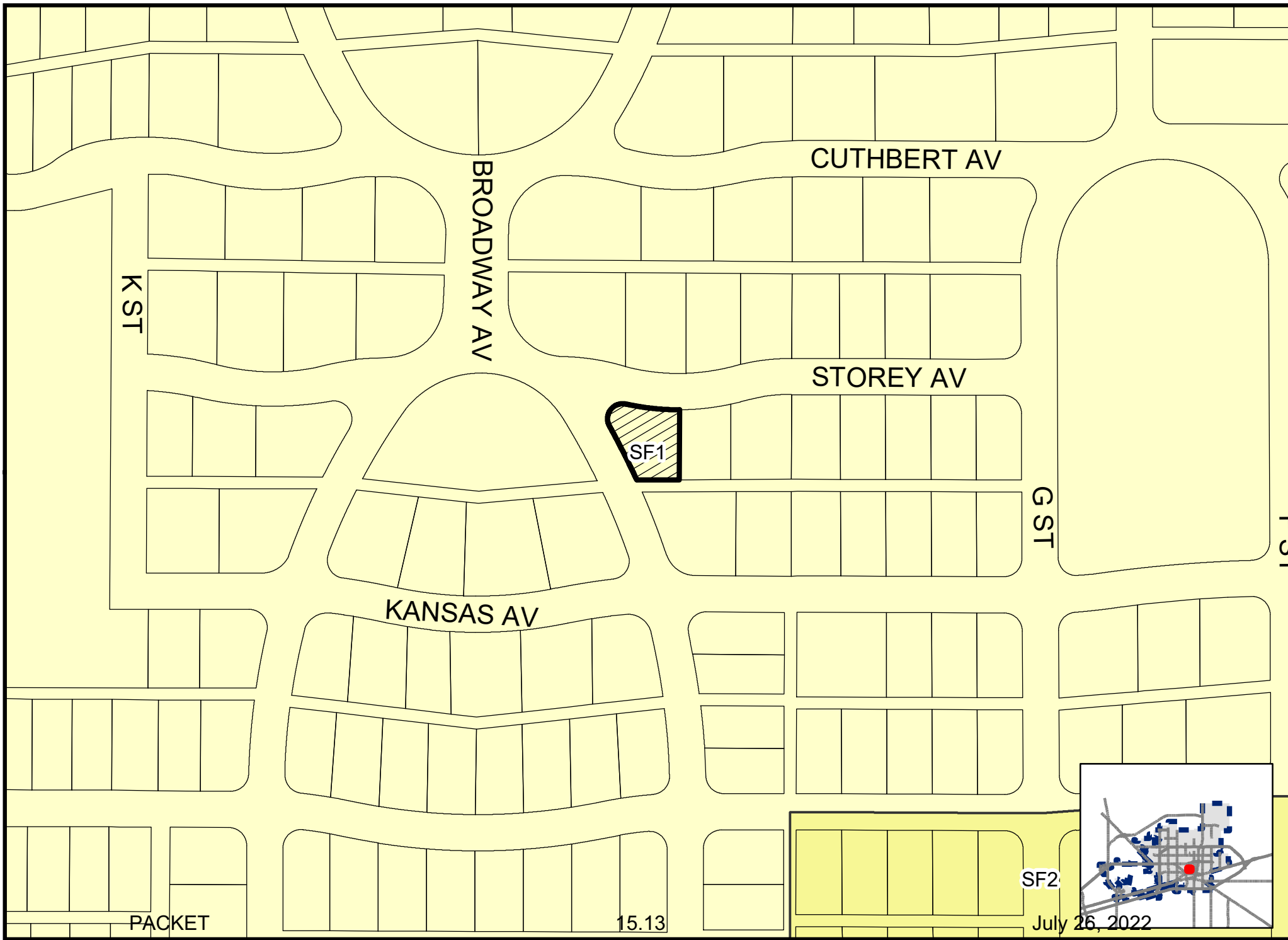
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY OR A ZONING TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.













City Council Meeting

Item Number: 16
Meeting Date: July 26, 2022
To: City Council / City Manager
From: Christy Weakland, Director
Subject: AN ORDINANCE ADOPTING A FEE SCHEDULE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING AN APPEAL PROCESS; ESTABLISHING AN EFFECTIVE DATE OF OCTOBER 1, 2022; AND ORDERING PUBLICATION (DISTRICT: NONE) (FINANCE)

Purpose:

Revise an Ordinance establishing regulatory and user fees collected by the City of Midland in order to adequately cover the costs and expenses incurred by the City in connection with providing the services associated with said fees.

Recommended City Council Action:

Approve

Fiscal Impact:

Regulatory and User Fees generate revenue designed to cover the cost of the service being provided by the City of Midland

Discussion:

Fee revisions are from the Community Services and Sanitation departments.

The Golf Course is increasing green and cart fees to help offset the cost of daily operations while continuing to provide a fun and memorable experience for all.

The Health Department is increasing vaccination fees and adding a fee for a new vaccine. The fee changes and addition are to cover the costs of vaccinations.

Animal Services is implementing various fee increases, a few decreases, and new fees for

services provided.

The Parks division changed multiple fees, added new fees, and removed a few fees.

The Recreation division removed fees associated with the Auxiliary Fields and moved the fees to the Sports Complex division.

Sports Complex is increasing several fees, adding new fees, and removing a couple of fees from the fee schedule and restructuring the rate charges.

In addition, the Sanitation Fee Schedule has been updated with a 2% increase in collection rates and 20% increase on Landfill rates.

All rates will be effective October 1, 2022.

Please see attached memos and exhibits for further information.



City Manager's Office

ORDINANCE NO. _____

**AN ORDINANCE ADOPTING A FEE SCHEDULE;
CONTAINING A SAVINGS AND SEVERABILITY
CLAUSE; PROVIDING AN APPEAL PROCESS;
ESTABLISHING AN EFFECTIVE DATE OF OCTOBER
1, 2022; AND ORDERING PUBLICATION**

WHEREAS, the City Council finds it to be in the public interest to establish fees collected by the City of Midland in order to adequately cover the costs and expenses incurred by the City in connection with providing the services associated with said fees; and

WHEREAS, the City Manager's designees have prepared Exhibits "A" through "O", which are attached hereto and incorporated herein for all purposes, identifying said fees (collectively, the "Fee Schedule"); and

WHEREAS, the City Council of the City of Midland, Texas, finds it to be in the public interest to adopt the Fee Schedule and to establish the fees identified therein as the fees to be collected by the City of Midland, said fees being reasonably related to the costs and expenses incurred by the City in connection with providing the services associated with said fees;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS;

SECTION ONE. That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are adopted as part of this ordinance for all purposes.

SECTION TWO. That the Fee Schedule is hereby approved and adopted. The fees identified in the Fee Schedule are hereby established as the fees to be collected by the City of Midland except for the following types of fees: a fee charged to a requestor who submits a request for information under the Texas Public Information Act; a fee assessed by the Municipal Court that is not identified in the Fee Schedule; a fee established by a contract, to the extent that the fee established by the contract conflicts with or is not identified in the Fee Schedule; a drainage charge; an impact fee; a fee prescribed by a state law, rule, or

regulation; or a fee for which a state law, rule, or regulation, or the City Charter requires a procedure to be followed to establish the fee other than the procedure that was followed to adopt the Fee Schedule.

To the extent that a fee identified in the Fee Schedule conflicts with a fee that was previously established by ordinance (including an ordinance that has been codified in the City Code), resolution, or other City of Midland instrument, this ordinance shall supersede such previous ordinance, resolution, or other instrument, and the fee identified in the Fee Schedule shall be the applicable fee.

To the extent that a fee identified in the Fee Schedule conflicts with a fee prescribed by a state law, rule, or regulation, the fee prescribed by the state law, rule, or regulation shall be the applicable fee.

To the extent that a fee identified in the Fee Schedule is a fee for which a state law, rule, or regulation, or the City Charter requires a procedure to be followed to establish the fee other than the procedure that was followed to adopt the Fee Schedule, such fee that was previously established by following the applicable procedure shall be the applicable fee.

SECTION THREE. Any person wishing to appeal the payment of a fee identified in the Fee Schedule may do so in accordance with the law, rule, regulation, or ordinance that established the procedure for appealing such fee. To the extent no such appeal procedure has been established for a fee identified in the Fee Schedule that is not a fee assessed by the Municipal Court, the following appeal procedure shall apply:

- A. Any person may appeal in writing to the City Manager, or the City Manager's designee, prior to paying the fee or after paying the fee. Any person may appeal in writing to the City Manager, or the City Manager's designee, if the person believes that he or she cannot afford the fee. The person may seek an exemption from all or part of the fee. The City Manager, or the City Manager's designee, shall make certain that the fee is not paid under duress.

If a person wishes to appeal after payment of the fee, the person shall appeal in writing to the City Manager, or the City Manager's designee, within ten (10) calendar days of paying the fee.

- B. The City shall not file criminal charges against any person related to non-payment of the fee if the fee is not paid. The City shall not file criminal charges against a person in an attempt to collect the fee.
- C. The City Manager, or the City Manager's designee, shall provide a full and meaningful review process. The City Manager, or the City Manager's designee, shall provide a fair opportunity for a person to challenge the accuracy and legal validity of his or her fee obligation. The City Manager, or the City Manager's designee, shall also provide a clear and certain remedy for any erroneous or unlawful fee collection to ensure that the opportunity to contest the fee is a meaningful one. Options that the City Manager, or the City Manager's designee, shall consider in providing a clear and certain remedy are a refund of any excess fee paid, as well as other factors, such as ensuring that a person may continue the operation of his or her business.
- D. The City Manager, or the City Manager's designee, shall make his or her decision within ten (10) days of receiving the written notice of appeal. The City Manager, or the City Manager's designee, shall ensure that a person has all rights under any applicable law. A person shall incur no financial hardship by exercising his or her right to appeal.

SECTION FOUR. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FIVE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid

SECTION SIX. That this ordinance shall become effective on October 1, 2022.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2022; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2022, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Robert Patrick, City Manager

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

Exhibit A

City Secretary

	Fee
Business Regulations	
Junk and secondhand goods license	\$25.00
Renewal of junk and secondhand good	\$10.00
Alcoholic Beverage License Fee	1/2 of State Fee
Taxicab annual operating fee (each)	\$200.00
Limo or Motorbus operating fee (each)	\$100.00
Passports	
Execution Fee (DS-11)	\$35.00
Renewal Mailing Fee (DS-82)	\$10.00
Passport Photograph	\$18.00
Expedited Shipping Fee (DS-11)	\$26.40
Expedited Shipping Fee (DS-82)	\$32.95
Notarization Fee	\$10.00
Copies	\$0.25

Exhibit B

Parks

	Fee
TEMP FENCING	
Deposit	\$200.00
Rental Fee (per panel)	\$20/day
SHOWMOBILE	
Deposit	\$1,000.00
Rental Fee (minimum of 4 hours)	\$62.50/hour
Extensions	\$100.00
Show Lights	\$200.00
PORTABLE BLEACHERS	
Deposit	\$100.00
Rental Fee (per day)	\$100.00
PORTABLE STAGE	
Deposit	\$100.00
Rental Fee	\$100.00
TRASH CANS	
Deposit	\$100.00
Rental Fee (minimum of 10 cans)	\$5.00/can/day
PARK PAVILION RENTAL	
Deposit	\$100.00
Rental Fee 9am-10pm	\$60.00
Rental Fee 9am-3pm	\$30.00
Rental Fee 4pm-10pm	\$40.00
BEAL RANCH HOUSE	
Deposit no Alcohol	\$300.00
Deposit w/Alcohol	\$500.00
Rental Fee Per Hour	\$50.00
GAZEBO RENTALS - WADLEY AND BEAL	
Deposit	\$100.00
Rental Fee 9 am- 3 pm	\$50.00
Rental Fee 4 pm-10 pm	\$50.00
Rental Fee 9 am-10 pm	\$100.00
BASEBALL/SOFTBALL FIELD RENTALS	
Artificial Turf Fields Rental Fee	\$50.00/hour
Natural Turf Field Rental Fee	\$25.00/hour
Lights	\$25.00/hour
Tournament Fee	\$25.00/team
FOOTBALL/SOCCER FIELD RENTALS	
Artificial Turf Fields Rental Fee	\$50.00/hour
Natural Turf Field Rental Fee	\$25.00/hour
Lights	\$25.00/hour
Tournament Fee	\$30/game
CONCESSION RENTALS	
Concession Stand Deposit	\$100.00
Concession Stand Rental	\$25.00/hour

ULMER SAND VOLLEYBALL COURT	
Deposit	\$25.00
Rental Fee	\$25.00/day
WHITEHOUSE RENTAL	
Deposit	\$200.00
Rental Fee 10 am - 4 pm	\$200.00
Rental Fee 6 pm - 12 am	\$200.00
Rental Fee All Day	\$400.00

Exhibit C

Recreation

	Fee
CITY POOL RATES	
Entry Fee	\$3.00
Children under 2	Free
10 Punch Card	\$15.00
25 Punch Card	\$35.00
75 Punch Card	\$75.00
Personal Cooler Admission	\$10.00
Soda	\$3.00
Water	\$2.00
Snacks	\$2.00
Swim lesson (1 week)	\$20.00
Life Jacket Rental	\$1.00
PRIVATE RENTALS	
DEPOSIT	\$150.00
RENTAL FEE (2 hours)	\$850.00
POOL PAVILION RENTALS	
(Doug Russell Only)	
DEPOSIT	\$100.00
RENTAL FEE	\$100/session
MARTIN LUTHER KING RECREATION CENTER	
	per hour
Activity Room	
During Operation	\$25.00
After Hours	\$35.00
Deposit	\$100.00
Activity Rm/with Gameroom	per hour
During Operation	\$50.00
After Hours	\$70.00
Deposit	\$300.00
Auditorium	per hour
During Operation	\$50.00
After Hours	\$75.00
Deposit No Alcohol	\$500.00
Deposit Alcohol	\$750.00
Gymnasium	per hour
During Operation	\$40.00
After Hours	\$60.00
Deposit	\$200.00
MLK Volleyball Net Setup Fee	\$15.00
Training Room	per hour

Exhibit C

Recreation

	Fee
Sporting Events ONLY	
During Operation	\$50.00
After Hours	\$75.00
Deposit	\$1,000.00
Daily Entrance Fee	\$1.00
Monthly Membership	\$15.00
MOVIE SCREEN	
Deposit	\$1,000.00
Fee (Maximum 4 hours)	\$500.00
BUBBLE SOCCER AT MLK Gym Only	
Deposit	\$300.00
During Hrs	\$100/hour
After Hours	\$125/hour
Bubble Soccer at MLK Gym/Activity Rm	
Deposit	\$300.00
During Hrs	\$125/hour
After Hours	\$135/hour
BUBBLE SOCCER AT MLK Gym/Act Rm/Game Rm	
Deposit	\$300.00
During Hrs	Not Available
After Hours	\$170/hour
BUBBLE SOCCER NOT @MLK	
Deposit	\$500.00
Fee (minimum of 2 hours)	\$200/hour

Exhibit D

Health and Senior Services

	Fee
Environmental Section	
Mobile Food Vendor	
Mobile Food Vendor	\$175.00
Mobile Food (Seasonal)	\$105.00
Temporary Permit	\$70.00
Food Services Establishments	
1 thru 5 employees	\$150.00
6 thru 10 employees	\$200.00
11 or more employees	\$250.00
Deli/Meat Market/Bakery	\$75.00
Farmers Market	\$50.00
Retail Food Store	
1 thru 5 employees	\$150.00
6 thru 10 employees	\$200.00
11 or more employees	\$250.00
Temporary Permit	\$70.00
Child Care Programs	
Day Care	\$100.00
Foster Care	\$50.00
Child Care Program for after School	\$50.00
Swimming Pool, Spa, or Water Feature Permit	
Swimming Pool or Spa Permit	\$100.00
Water Feature Permit	\$100.00
Non-Profit Yearly	\$30.00
Non-Profit Temporary	\$30.00
Re-inspection (When Establishment is shut down)	\$75.00
Septic System Inspections	
Septic System Residential	\$150.00
Septic System Commercial	\$210.00
Septic re-inspection (When fails initial inspection)	\$50.00
Late Fee (When not paid by specified date)	25% of Permit Fee
Clinical Section	
Health Department Services	
DTaP	\$45.00
Kinrix (DTaP & Polio)	\$100.00
Pentacel (DTaP & Polio & Flu Type B)	\$140.00
IPV (Polio)	\$50.00
Pedi HEP A	\$40.00
Pedi HEP B	\$35.00
HIB (Flu Type B)	\$40.00

Exhibit D

Health and Senior Services

	Fee
Vaxelis (DTaP, Hib, Polio & HEB B)	\$150.00
Rototeg/Rotarix (Rotavirus)	\$140.00
Proquad (MMR & Varicella)	\$255.00
PCV 13 (Pneumococcal Conjugate)	\$260.00
PPSV23 (Pneumococcal Conjugate)	\$145.00
MMR	\$90.00
Varicella	\$155.00
TD (Tetanus & Diphtheria)	\$50.00
TDAP (Tetanus Diphtheria and Pertussis)	\$60.00
HPV 9	\$255.00
MCV4 (Meningitis)	\$150.00
Menquadri (Meningitis)	\$200.00
Trumenba (Meningococcal Group B)	\$155.00
Bexsero (Meningococcal Group B)	\$185.00
Adult Hep A	\$70.00
Adult Hep B	\$65.00
Heplisav-Adult Hep B	\$125.00
Shingrix (Shingles)	\$175.00
Infant flu	\$25.00
Flu	\$30.00
High Dose Flu	\$65.00
Flublok	\$60.00
Yellow Fever	\$130.00
STD Testing	\$15.00
HIV Testing	\$15.00
STD Clinic Treatment	\$15.00
STD Clinic Retreatment	\$15.00
Pregnancy Test-Urine	\$10.00
Pregnancy Test - Blood	\$15.00
TB Test	\$15.00
TB Clinic	\$15.00
Administration Fees	
Insured	\$25.00
TVFC 1=\$10, 2=\$20, >or= 3 = \$30	
Refugee	\$0.00
Medicaid/CHIP	\$14.85
Medicare Flu or Pneumonia	\$25.00

Exhibit E

Animal Services

	Fee
Adoption Fees	
Adoption Fees (includes micro chipping)	\$50 for Cats; \$75 for Dogs
Ducks, Rabbits, Other	\$5.00
Rescue Fee (rabies, microchip, license)	\$32.00
Humane Coalition Transfer Fee (with micro chipping) Range \$17 to \$25	\$25.00
Animal Service Discount	\$6.73
Vaccines and Medical Fees	
Rabies (\$10 special event and \$20 reg)	\$10.00 or \$20.00
Rabies and Booster (\$15 special event)	\$15.00
Impoundment Fees	
Impoundment - 1st Offense (altered)	\$25.00
Impoundment - 1st Offense (unaltered)	\$50.00
Impoundment - 2nd Offense (altered)	\$50.00
Impoundment - 2nd Offense (unaltered)	\$75.00
Impoundment - 3rd+ Offense (altered)	\$60.00
Impoundment - 3rd+ Offense (unaltered)	\$100.00
Livestock Impoundment	\$100.00
Boarding & Quarantine	
Boarding (per day)	\$8.00
Quarantine Fees (minimum of 10 days)	\$10.00/day
Home Quarantine Fees (minimum of 10 days)	\$5.00/day
Pick-up Fees	
Pickup Fee - Owner release	\$15.00
Pickup Fee -Owner release (additional animals)	\$5.00/each
Pickup Fee - Deceased	\$15.00
Pickup Fee - Dead Small Livestock	\$75.00
Pickup Fee- Deceased Livestock	\$150.00
Transfer to Vet Fee	\$15.00
Miscellaneous Fees	
Drop off Fee - Owner release	\$10.00
Rabies Specimen Shipping	\$75.00
Wild Animal Permit	\$25.00
Dangerous Dog Yearly Registration	\$50.00
Off Leash Training Permit	\$5.00
Microchipping	
Microchips	\$8.00
Pet Services	
Flea/Tick Preventative	\$15.00
Euthanasia	
Euthanasia	\$15.00
Pet Licenses	
Pet License (yearly)	\$7.00

Pet License (replacement)	\$1.00
Pigeons	
Loft Permit for Pigeons	\$3.00
Renewal of Loft Permit	\$2.00

Exhibit F

Golf Course

	Fee
Green Fee - Weekday	\$21.25
Green Fee - Weekdays after 4:00	\$12.25
Green Fee - Weekend	\$26.25
Green Fee - Weekend after 4:00	\$16.00
Weekend AM - 9 Holes	\$15.00
Green Fee - Senior	\$16.25
Green Fee - Junior	\$9.50
Cart Fee (90%)	\$13.75

Exhibit G

Planning

	Fee
Preliminary Plat Application	
Sketch Plan Application (1st review)	\$225.00
Sketch Plan Application (2nd review)	\$100.00
Preliminary Plat Application (up to 50 acres)	\$350.00
Preliminary Plat Application (over 50 acres)	\$500.00
Final Plat Application	
Standard Plat or Residential Up to 50 acres	\$350.00
Standard Plat or Residential over 50 acres Max	\$500.00
Administrative Plat	\$250.00
Digital File Conversion Fee	\$50.00
Recording Fees- Plats up to 18"x24"	\$61.00
Recording Fees- Plats over 18"x24"	\$81.00
Related Documents	\$26.00
Replat	
Replat with Public Hearing	\$250.00
Replat without Public Hearing	\$250.00
Annexation/Zone Change Application	
Standard Zone Change	\$500.00
Planned District Zone Change	\$650.00
Multiple PD Proposal Basic	\$550.00
Multiple PD Proposal Per Additional District	\$100.00
Additional PD Regulations	\$75.00
Site Plan in PDF Format for City Council	\$50.00
Application Fee	\$500.00
Zoning Board of Appeal Fee	\$600.00
Special Exception Application Fee	\$500.00
Oil and Gas	
Application for Oil and Gas Permit	\$4,000.00
Credit Access Businesses	
Application Fee	\$50.00
Specific Use Permit (SUP) / Specific Use Designation (SUD)	
Application for SUP/SUD with Term for Alcoholic Beverage	\$300.00
Application for General SUP/SUD	\$400.00
Renewal SUP/SUD	\$75.00
Temporary Mobile Home	
Special Temporary Permit for Manufactured Home App (Based on Genuine Hardship Condition)	\$50.00
Special Temporary Permit for Manufactured Home App (For Occupancy by a Caretaker, Manager, or Guard)	\$100.00
Temporary Land Use	
Application Fee	\$300.00
For each additional event date	\$25.00
Clean-Up Deposit	\$500.00

Exhibit G

Planning

	Fee
Damage Deposit	\$500.00
Outside sale of dogs	\$20.00
Site Plan Review	
Single PD Amendment	\$550.00
Multiple PD Amendment	\$650.00
Dedications	
Review Fee	\$400.00
Vacation	
Application Fee	\$400.00
Creation of a Building Site	
Application Fee	\$400.00
Master Sign Plan	
Application Fee	\$300.00
Traffic Impact	
Traffic Impact (Staff Study)	\$350.00
Traffic Impact (Review of Submittal)	\$600.00
Portable Storage Containers	
Freight or Portable storage cont.- permit fee	\$125.00
Each add'l on same property	\$25.00
90- day permit fee for storage container	\$150.00
Each add'l container	\$25.00
45- day permit fee for storage container	\$125.00
Each add'l container	\$25.00
30 day permit fee for storage container	\$75.00
Certificate of occupancy and compliance	
Certificate of occupancy and compliance	\$10.00

Exhibit H

Code Enforcement

	Fee
Building Permits	
Construction Permit Fee	31.5 cents per square foot
Sidewalk/ROW Residential (No building permit)	\$50.00
Sidewalk/ROW Commercial (No building permit)	\$200.00
Street Improvement Fee	23 cents per square foot
Fence Fee	\$50.00
Manufactured Home	\$200.00
Manufactured Home Skirting Deposit	\$100.00
Moving Fee	\$200.00
Non-Profit Residential	\$150.00
Temporary Structure	\$100.00
Detached Assessory (120Sq.ft or less)	\$50.00
Detached Assessory (120Sq.ft to 200 sq.ft.)	\$100.00
Demolition Permits	
Commercial Demo Fee - Building	\$500.00
Commerical Demo Fee - Interior	\$100.00
Residential or Accessory Bldg	\$50.00
Temporary Sign Permits	
Permanent Sign Permits	\$50.00
Temporary sign annual permit fee	\$50.00
Failure to remove sign- hauling fee	\$50.00
Failure to remove sign- daily storage fee	\$10.00
Oil & Gas Drilling Permits	
Amendment Fee	\$1,000.00
Certification Fee & Inspection	\$300.00
Oil & Gas Application Fee	\$4,000.00
Well Tranfer Fee	\$500.00
*TX State HB-40 recognizes Ordinance 8769 including fees and may not be amended	
Mobile Home Park Licenses	
Mobile Home Park Licenses	\$25.00 plus \$1 ea/addl
Certificate of Occupancy	
Certificate of Occupancy	\$50.00
Lot Deposits	
Clearing Deposits (Floor & Foundation) Commercial	\$2,000.00
Clearing Deposits (Floor & Foundation) Residential	\$600.00
Clearing Deposits (Rubbish, Litter, Lot)	\$200.00
Clearing Deposit (Accessory Bldg, Debris, Material)	\$200.00
Lot Clearing	
Administrative Fee	\$100.00
Tree Removal	\$70.00
Debris Charge	\$110 per ton

Exhibit H

Code Enforcement

	Fee
Mow Vacant Lot	\$0.05 per sq. yd.
Mow Lot with Structure	\$0.055 per sq. yd.
Mow Acreage	\$70 per acre
Mowing Fee	\$0.10 per sq. yd.
Special Project	\$165.00
Minimum Lot Charge	\$45.00
Tires	Reimbursement+\$2.00/tire
Electrical Fees	
Minimum Fee	\$50.00
Temporary Service	\$50.00
Temporary Construction Pole	\$50.00
Parking Lot Wiring	\$50.00
Building Wiring	\$0.05 per sq.ft
Service Change	\$50.00
Sign Electrical Fee	\$50.00
Electrical Fixture Fee (for first, \$1.00 each after)	\$15.00
Mobile Home Rewiring (\$5 for each add'l)	\$50.00
Clearance for Elec Connect/Disconnect Residential	\$50.00
Reinspection (Red Tag)	\$50.00
Mechanical Fees (when not part of bldg.permit)	
Minimum Fee	\$50.00
Inspection for Heating, AC,Venting,Ductwork,Fridge (\$5 for each add'l inspection)	\$50.00
Fire Extinguishing Permit	\$50.00
Boiler Inspections (33K to 1165 BTU)	\$50.00
Boiler Inspections (1165K to 3300 BTU)	\$50.00
Boiler Inspections (over 3300 BTU)	\$50.00
Reinspection (Red Tag)	\$50.00
Gas Fees (when not part of bldg.permit)	
Minimum Fee	\$50.00
Floor Furnace, Boiler	\$50.00
Vented Recessed Heater	\$50.00
Gas line service	\$50.00
Vented Appliance (\$10 each add'l)	\$50.00
Temporary Connection	\$50.00
Reinspection (Red Tag)	\$50.00
Plumbing Fees (when not part of bldg.permit)	
Minimum Fee	\$50.00
Furnace, unit or wall heater (\$10 each add'l)	\$50.00
Water heater (\$10 each add'l)	\$50.00
Water softener	\$50.00
Lawn Sprinkler	\$50.00

Exhibit H

Code Enforcement

	Fee
Water Line Service	\$50.00
Sewer Line Service	\$50.00
Replumb Bldg	\$0.05 Sq. Ft.
Fire Sprinkler	\$0.05 Sq. Ft.
Backflow Assembly Device (\$10 each add'l)	\$50.00
Reinspection (Red Tag)	\$30.00
Vendor Permit	
Vendor Permit	\$100.00
Water Well Fee	
Drill new well	\$50.00
Reinspection Fee	
Reinspection (All Permits)	\$100.00
Application to Board of Appeals	
Application	\$200.00
Public Ways and Property	
House moving permit fee	\$25.00
Network Nodes-5 in same application	\$500.00
Each additional node in application	\$250.00
Node Support Pole Application	\$1,000.00
Fee to attach network node to public ROW pole	\$20.00

Exhibit I

Engineering



	Fee
Traffic	
Street Name and Traffic Control Sign Fee	\$500/intersection
Right of Way Use Permit Fee	\$350.00

Exhibit J

Water & Sewer Fees

	Fee (as of July 1, 2020)
Water Rates Inside City:	
Base Rate for All Except Apartments for First 2,000 gallons	\$21.61
Base Rate for Apartments per Unit for first 2,000 gallons per Unit	\$17.60
Rate per 1,000 gallons over base of 2,000 up to 10,000	\$6.11
Rate per 1,000 gallons from 10,001 up to 25,000	\$8.03
Rate per 1,000 gallons from 25,001 up to 50,000	\$10.80
Irrigation)	\$13.50
Sewer Rates Inside City:	
All Customers Base Rate (First 2,000 gallons)	\$21.79
All Customers Rate per 1,000 after Base Rate	\$0.88
Water Rates Outside City:	
Base Rate for All Except Apartments for First 2,000 gallons	\$32.42
Base Rate for Apartments per Unit for first 2,000 gallons per Unit	\$26.40
Rate per 1,000 gallons over base of 2,000 up to 10,000	\$9.17
Rate per 1,000 gallons from 10,001 up to 25,000	\$12.05
Rate per 1,000 gallons from 25,001 up to 50,000	\$16.20
Irrigation)	\$20.25
Sewer Rates Outside City:	
Residential Base Rate (First 2,000 gallons)	\$32.69
Residential Rate per 1,000 after Base Rate	\$1.32
Miscellaneous:	
Septage waste hauler discharges and fees (per gallon)	\$0.30

Exhibit K

Customer Service/Utility Billing

	Fee
Account Billing	
Residential Utility Deposit	\$75.00
Re-read of Water Meter (2nd time)	\$25.00
Test of Water Meter (2nd time)	\$25.00
Non-sufficient fund check	\$30.00
Reconnect-Disconnect fee	\$30.00
Application Fee	\$20.00
Transfer Fee	\$20.00
Tampering/Straight Fee (1st time)	\$200.00
Tampering/Straight Fee (2nd time)	\$300.00
Water Meters & Tap Fees	
3/4" water meter-with existing meter box	\$40.00
1" water meter-with existing meter box	\$100.00
1" water meter tap (no paving cut or meter installation)	\$390.00
1" service charge for tap and meter with meter box	\$425.00
2" water meter- with existing meter box	\$240.00
2" water meter tap (no paving cut or meter installation)	\$564.00
2" service charge for tap and meter with meter box	\$710.00
3" water meter	\$375.00
4" water meter	\$375.00
4" sewer tap	\$350.00
6" sewer tap	\$400.00
Replacement sewer tap (per line)	\$300.00
Fee to abandon line for replacement	\$150.00
Paving cut/Boring & Casing Fee	\$400.00
Fire hydrant meter setting or moving	\$200.00
Fire Hydrant meter deposit setting	\$2,400.00
Drinking Water Testing- Total Coliform (Presence or absence)	\$18.00
Non-Potable H2O testing- Total Coliform & E.Coli (MPN)	\$25.00
Non-Potable H2O testing- Total Coliform & Fecal Coliform (MPN)	\$25.00
Move a service line no more than 5 feet	\$150.00

Exhibit L

Sanitation Fees

Inside City Limits				
# of Containers	Number of pickups per week			
	2X	3X	4X	5X
Residential				
0.25	\$18.82			
0.5	\$37.64			
0.75	\$56.46			
1	\$75.28			
Commercial				
0.25	\$25.17	\$37.76	\$50.34	\$62.93
0.5	\$50.34	\$75.51	\$100.68	\$125.85
0.75	\$75.51	\$113.27	\$151.02	\$188.78
1	\$100.67	\$151.01	\$201.34	\$251.68
2	\$191.27	\$286.91	\$382.55	\$478.18
3	\$281.88	\$422.81	\$563.75	\$704.69
4	\$372.48	\$558.72	\$744.96	\$931.20
5	\$463.08	\$694.62	\$926.16	\$1,157.71
6	\$553.69	\$830.53	\$1,107.37	\$1,384.21
7	\$644.29	\$966.43	\$1,288.58	\$1,610.72
8	\$734.89	\$1,102.34	\$1,469.78	\$1,837.23
9	\$825.49	\$1,238.24	\$1,650.99	\$2,063.74
10	\$916.10	\$1,374.15	\$1,832.19	\$2,290.24
11	\$1006.70	\$1,510.05	\$2,013.40	\$2,516.75
12	\$1,097.30	\$1,645.95	\$2,194.61	\$2,743.26
13	\$1,187.91	\$1,781.86	\$2,375.81	\$2,969.77
14	\$1,278.51	\$1,917.76	\$2,557.02	\$3,796.27
15	\$1,369.11	\$2,053.67	\$2,738.22	\$3,422.78
16	\$1,459.72	\$2,189.57	\$2,919.43	\$3,649.29
17	\$1,550.32	\$2,325.48	\$3,100.64	\$3,875.80
18	\$1,640.92	\$2,461.38	\$3,281.84	\$4,102.30
19	\$1,731.52	\$2,597.29	\$3,463.05	\$4,328.81
20	\$1,822.13	\$2,733.19	\$3,644.25	\$4,555.32
21	\$1,912.73	\$2,869.10	\$3,825.46	\$4,781.83
22	\$2,003.33	\$3,005.00	\$4,006.67	\$5,008.33
23	\$2,093.94	\$3,140.90	\$4,187.87	\$5,234.84
24	\$2,184.54	\$3,276.81	\$4,369.08	\$5,461.35
25	\$2,275.14	\$3,412.71	\$4,550.28	\$5,687.86
Per Month				
Recycling fee	\$0.50			
Litter Abatement Fee	\$1.00			

Exhibit L

Sanitation Fees

Outside City Limits - Sanitation Fees				
# of Containers	Number of pickups per week			
	2X	3X	4X	5X
Residential				
0.25	\$28.23			
0.5	\$56.46			
0.75	\$84.69			
1	\$112.92			
Commercial				
0.25	\$37.76	\$56.63	\$75.51	\$94.39
0.5	\$75.51	\$113.27	\$151.02	\$188.78
0.75	\$113.27	\$169.90	\$226.53	\$283.16
1	\$151.04	\$226.56	\$302.08	\$377.60
2	\$286.98	\$430.46	\$573.95	\$717.44
3	\$422.91	\$634.37	\$845.82	\$1,057.28
4	\$558.85	\$838.27	\$1,117.70	\$1,397.12
5	\$694.78	\$1,042.18	\$1,389.57	\$1,736.96
6	\$830.72	\$1,246.08	\$1,661.44	\$2,076.80
7	\$966.66	\$1,449.98	\$1,933.31	\$2,416.64
8	\$1,102.59	\$1,653.89	\$2,205.18	\$2,756.48
9	\$1,238.53	\$1,857.79	\$2,477.06	\$3,096.32
10	\$1,374.46	\$2,061.70	\$2,748.93	\$3,436.16
11	\$1,510.40	\$2,265.60	\$3,020.80	\$3,776.00
12	\$1,646.34	\$2,469.50	\$3,292.67	\$4,115.84
13	\$1,782.27	\$2,673.41	\$3,564.54	\$4,455.68
14	\$1,918.21	\$2,877.31	\$3,836.42	\$4,795.52
15	\$2,054.14	\$3,081.22	\$4,108.29	\$5,135.36
16	\$2,190.08	\$3,285.12	\$4,380.16	\$5,475.20
17	\$2,326.02	\$3,489.02	\$4,652.03	\$5,815.04
18	\$2,461.95	\$3,692.93	\$4,923.90	\$6,154.88
19	\$2,597.89	\$3,896.83	\$5,195.78	\$6,494.72
20	\$2,733.82	\$4,100.74	\$5,467.65	\$6,834.56
21	\$2,869.76	\$4,304.64	\$5,739.52	\$7,174.40
22	\$3,005.70	\$4,508.54	\$6,011.39	\$7,514.24
23	\$3,141.63	\$4,712.45	\$6,283.26	\$7,854.08
24	\$3,277.57	\$4,916.35	\$6,555.14	\$8,193.92
25	\$3,413.50	\$5,120.26	\$6,827.01	\$8,533.76

Exhibit L

Sanitation Fees

Open Top/Compactor Fees

One-time set up fee (Delivery fee)	\$33.81 + Tax
Daily Rental	\$6.76 + Tax
Haul Charge	\$169.13 + Tax
Per Ton Disposal Fee (Landfill Charge)	\$42.00 per

Removal of Garbage by Other Entity

Garbage Hauler's Permit	\$500.00
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Landfill- Dumping and Unloading Charges

Landfill Access Fee-	\$25.00
Unlimited Landfill Access Fee-year	\$500.00
Minimum Fee under 1 Ton	\$21.00
Per ton Disposal Fee	\$42.00
Materials not contained	\$15.00
Pull off Fee	\$75.00

Special Waste/Minor or TDH permit

Special Waste Fee- Per Ton	\$84.00
Minimum Fee under 1 Ton	\$42.00

Exhibit M

Airport

	Fee
Landing Fees (per 1000 pounds of gross landing weight)	\$0.70
Air carrier fees (per 1000 pounds of gross landing weight)	\$0.70
Public Aircraft parking – locally based aircraft (month)	\$25.00
Public Aircraft parking – transient aircraft (day)	\$1.50
Customer Facility Charge - vehicle rentals (per transaction day)	\$3.00
Public Parking – CI (Covered)	
0-30 minutes	Free
31-60 minutes	\$3.00
Every additional hour	\$2.00
Maximum per 24-hour period	\$15.00
Public Parking – P1 & P3 (Close-In)	
0-30 minutes	Free
31-60 minutes	\$2.00
Every additional hour	\$1.00
Maximum per 24-hour period	\$12.00
Public Parking – P2 & P4 (Economy)	
0-30 minutes	Free
31-60 minutes	\$2.00
Every additional hour	\$1.00
Maximum per 24-hour period	\$9.00
Public Parking – C2 (Remote Covered)	
0-30 minutes	Free
31-60 minutes	\$2.00
Every additional hour	\$1.00
Maximum per 24-hour period	\$11.00
Public Parking – P5 (Remote Economy)	
0-30 minutes	Free
31-60 minutes	\$2.00
Every additional hour	\$1.00
Maximum per 24-hour period	\$7.00
Ground Transportation Permits -per month, per vehicle	
Taxicab	\$25.00
Buses	\$25.00
Courtesy vehicles for off-airport hotel	\$25.00
Courtesy vehicles for off-airport car rental (plus 10% airport revenue)	\$25.00
Courtesy vehicles for off-airport parking lot (plus 10% airport revenue)	\$25.00
Employee Parking	

Exhibit M

Airport

	<u>Fee</u>
Annual Employee Parking media (prorated monthly)	\$40.00

Special assessments

1. Should any person upon driving a vehicle from the paid parking areas of the airport not be able to present an officially issued ticket indicating where that person's vehicle was parked and at what time, then the charge assessed for the parking of that vehicle shall be at least \$12.00. In addition to that fee, there shall also be a fee assessed for the parking of that vehicle equal to the amount of the daily rate, times number of days, for the area in which that vehicle was parked as is indicated by the daily lot inventory taken by the airport administration.
2. Whenever a person or an entity shall pay for the parking fees assessed by this Section with a check or draft, and that check or draft is dishonored, then there shall be an additional \$25.00 assessed against that person or entity.

Exhibit N

Sports Complex

	Fee
Football/Soccer Stadium	
<i>Sporting Events</i>	
Half Stadium Rental	\$1,500.00/day
Whole Stadium Rental	\$3,000.00/day
<i>Non-Sporting Events</i>	
Non-Profit Deposit	\$1,500.00
Non-Profit Rental	\$1,500.00/day
Commercial Deposit	\$2,500.00
Commercial Rental	\$2,500.00/day
<i>Cleaning Fees</i>	
Less than 2,000 people	\$1,500/side
More than 2,000 people	\$2,500/side
Lighting Fee	\$75.00/hour
Baseball Stadium	
Baseball Events	\$750.00/day
<i>Non-Baseball Events</i>	
Non-Profit Deposit	\$1,000.00
Non-Profit Rental	\$1,000.00/day
Commercial Deposit	\$1,500.00
Commercial Rental	\$1,500/day
Cleaning Fees assessed by Midland Rockhounds	
Lighting Fee	\$75.00/hour
Groundskeeper and Grounds Material Fees assessed by Midland Rockhounds	
Diamond Club Deposit	\$100.00
Diamond Club Rental (minimum 2 hours)	\$50.00/hour
Diamond Club Cleaning Fee (payable to Midland Rockhounds)	\$150.00
OPERATOR FEES FOR BASEBALL AND FOOTBALL/SOCCER STADIUM	Hourly
Video Board Operator	\$50.00
Scoreboard Operator	\$50.00
PA Announcer	\$50.00
Camera Operator	\$45.00
Replay Technician	\$45.00
Sound Operator	\$45.00
SSC - Common Area/Parking Lot Rentals	
<i>Pavilion</i>	
Non-Profit Deposit	\$1,500.00
Non-Profit Rental	\$1,500/day
Commercial Deposit	\$2,000.00
Commercial Rental	\$2,000/day

Parking Lot Only

Parking Lot Deposit	\$1,000.00
Set Up/Tear Down	\$1,000/day
Rental Fee	\$1,500/day

Cleaning Fees - Common Area/Parking Lot Rentals

Less than 1,000 people	\$1,000.00
1,001 to 2,500 people	\$1,500.00
More than 2,500 people	\$2,000.00

Lighting Fee	\$75.00/hour
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SSC - Auxiliary Fields

Non-Tournament Fees

Deposit	\$100.00
Field Rental	\$50.00/hour

Tournament Fees

Deposit	\$100.00/field
Rental	\$30.00/game
Cleaning Fee	\$150.00/field

Lighting Fee	\$25.00/hour
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Concession Stand Deposit	\$100.00
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Concession Stand Rental	\$25.00/hour
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Exhibit O

Miscellaneous

	Fee
Court Fees	
Municipal Court Building Security Fee	\$3.00
Municipal Court Technology Fee	\$4.00
Municipal Court Copy Fee	\$1.00 per page
Business Regulations	
Closing out sale license fees - 30 days	\$100.00
Closing out sale license fees - 60 days	\$125.00
Closing out sale license fees - 90 days	\$150.00
Peddler license	\$4.00
Mobile Home/Travel Trailer Park App Fee	\$10.00
Mobile Home/Travel Trailer Park License	\$25 plus \$1 ea.space
Mobile Home Mini Park location app	\$10.00
Mobile Home Mini Park revised site plan	\$10.00
City Chauffeur's license app fee	\$25.00
Airport Cabstand Permit fee (per month)	\$25.00
Special police officer license fee (individual)	\$10.00
Special police officer license fee (firm)	\$50.00
Carnival operator's license	\$50.00
Carnival employee's license	\$6.00
Side walk sale application fee	\$4.00
Police Regulations	
Ambulance Services- Basic Life Support	\$650 + \$10 per mile
Ambulance Services- Advanced Life Support	\$750 + \$10 per mile
Ambulance Services- Advanced Level II	\$850 + \$10 per mile
Ambulance Waiting Charge	\$200 per hour
Ambulance Service- Outside Midland County	\$100.00
Food Truck Fire Inspection	\$50 per inspection annually
Alarm Permit Application Fee-Commercial	\$25.00
Alarm Permit Application Fee-Residential	\$20.00
Alarm Permit Renewal Fee -Commercial	\$20.00
Alarm Permit Renewal Fee - Residential	\$15.00
Alarm Permit Service fee	\$50.00
Franchises	
Telecomm Carrier on public ROW Reg. Fee-	\$25.00
Franchise application and review fee	\$500.00
Franchise renewal application and review fee	\$500.00



INTEROFFICE MEMORANDUM

TO: Christy Weakland, Finance Director
FROM: Jeffery Ahrlett, Director of Solid Waste
SUBJECT: Update Sanitation Fee Ordinance
DATE: June 29, 2022
CC: Tina Jauz, Assistant City Manager

Staff is seeking city council approval of an update to the current Sanitation Fee Ordinance. This includes the approval of a 2% increase in sanitation rates and a 20% increase in Landfill Tonnage rates.

- \$.37 per month increase to residential rates
- \$7.08 per ton increase at the Landfill

The proposed rates remain among the lowest in comparison to other municipalities with similar services. See attached table.

Increased revenue from the proposed sanitation collection rates would yield approximately an additional \$200,000.00 and an additional \$1,500,000.00 in Landfill tonnage collection.

The proposed rates would be effective October 1, 2022.

CITY OF MIDLAND
Community Services Department
Scharbauer Sports Complex Division
Interoffice Memorandum

Date: July 14, 2022
To: Morris Williams, Deputy City Manager
From: Cristina Burns, Community Services Director
Subject: Proposed Fee Changes for Community Services

The Community Services Department has reviewed the fee schedules for each division and is proposing some changes to better serve our community. The proposed changes are outlined below:

Animal Services

The proposed fee changes for Animal Services are requested to cover shelter costs. The main change is the adoption fee. Currently, the total cost to adopt an animal is \$62; however, those fees for adoption (which includes the micro-chip), rabies vaccination, and license are separate. We are now proposing to change the adoption fee to \$50 for cats and \$75 for dogs, but that cost would include license, microchip, vaccinations, and sterilization. Below are some other proposed changes:

New fees

<i>Rescue fee (rabies, microchip, license)</i>	<i>\$32</i>
<i>Rabies</i>	<i>\$10 special event/\$20 regular</i>
<i>Rabies and booster vaccination</i>	<i>\$15 special event</i>
<i>Pickup Fee – Owner release</i>	<i>\$5/each</i>
<i>(additional animal)</i>	
<i>Drop off Fee – Owner Release</i>	<i>\$10</i>

Proposed changes

<i>Impoundment 1st Offense (unaltered)</i>	<i>\$50 decrease</i>
<i>Impoundment 2nd Offense (unaltered)</i>	<i>\$25 decrease</i>
<i>*currently all impoundment fees for unaltered animals were the same for each offense</i>	
<i>Boarding (per day)</i>	<i>\$2 increase</i>
<i>Quarantine fees</i>	<i>\$2 increase per day</i>
<i>Home Quarantine Fees</i>	<i>\$2 increase per day</i>
<i>Pickup Fee – Deceased</i>	<i>\$5 increase</i>
<i>Pickup Fee – Dead Small Livestock</i>	<i>\$50 increase</i>
<i>Pickup Fee – Deceased Large Livestock</i>	<i>\$75 increase</i>
<i>Rabies Specimen Fee</i>	<i>\$30 increase to cover shipping expenses</i>

Microchips
Pet License (yearly)

\$2 decrease
remove special event fee

Fees removed

Rabies Specimen Prep Fee of \$15

Now included in Rabies Specimen Fee

Golf Course

Historically, Golf Course fees were changed when new golf carts were purchased, which is every three years. However, when new golf carts were purchased in 2021, the fees were not increased. We are proposing a \$1 increase for every fee, except for the Green Fee for Juniors, which will remain the same at \$9.50. These proposed increases will cost the average player an additional \$1.89 but will increase our revenue by approximately \$101,000.

Health Services

The proposed fee changes for Health Services are to cover new costs of vaccines and tests as well as the addition of new vaccine. Below are the proposed changes:

New fee

Heplisav-Adult Hep B

\$125

Proposed changes

Proquad (MMR & Varicella)

\$5 increase

Varicella

\$5 increase

HPV 9

\$15 increase

Trumenba (Meningococcal Group B)

\$15 increase

Bexsero (Meningococcal Group B)

\$55 increase

Adult Hep A

\$10 increase

Shingrix (Shingles)

\$5 increase

STD Testing

\$5 increase

HIV Testing

\$5 increase

STD Clinic Treatment

\$5 increase

STD Clinic Retreatment

\$5 increase

TB Clinic

\$5 increase

Parks

We added several new fees, including Baseball/Softball field rentals, Football/soccer field rentals, concession rentals, and a rental fee for the Ulmer San Volleyball Court for the Parks Division. These fees are being proposed to cover costs associated with maintaining these fields and facilities. We also consolidated the pavilion rentals for Beal and Wadley-

Barron Parks. Below are the proposed changes:

New fees

Baseball/Softball Field Rentals

<i>Artificial Turf Field Rental Fee</i>	<i>\$50/hour</i>
<i>Natural Turf Field Rental Fee</i>	<i>\$25/hour</i>
<i>Lights</i>	<i>\$25 hour</i>
<i>Tournament Fee</i>	<i>\$25/team</i>

Football/Soccer Field Rentals

<i>Artificial Turf Field Rental Fee</i>	<i>\$50/hour</i>
<i>Natural Turf Field Rental Fee</i>	<i>\$25/hour</i>
<i>Lights</i>	<i>\$25 hour</i>
<i>Tournament Fee</i>	<i>\$30/game</i>

Concession Rentals

<i>Deposit</i>	<i>\$100</i>
<i>Rental fee</i>	<i>\$25/hour</i>

Ulmer Sand Volleyball Court

<i>Deposit</i>	<i>\$25</i>
<i>Rental fee</i>	<i>\$25/day</i>

Proposed changes

<i>Temp Fencing – Rental Fee (per panel)</i>	<i>\$10 increase/day</i>
<i>Showmobile- Rental Fee</i>	<i>same hourly fee but removed the 4-hour</i>
<i>(minimum of 4 hours)</i>	<i>increments</i>

Recreation

The proposed changes for Recreation are to cover costs. We also removed the Auxiliary Fields rental fees from this schedule and moved them to the Sports Complex schedule. Below are the proposed changes:

New fees

<i>Water</i>	<i>\$2</i>
<i>Swim lesson (1 week)</i>	<i>\$20</i>

Proposed changes

<i>Soda</i>	<i>\$1 increase</i>
<i>Snacks</i>	<i>\$2 increase</i>
<i>Private Rentals – Deposit</i>	<i>\$100 decrease</i>

<i>Private Rentals – Rental Fee (2 hours)</i>	<i>\$150 increase</i>
<i>MLK Activity Room with Gameroom</i>	<i>\$15 increase/hour</i>
<i>During Operation</i>	
<i>MLK Gymnasium During Operation</i>	<i>\$15 increase/hour</i>
<i>MLK Gymnasium After Hours</i>	<i>\$10 increase</i>

Fees removed

<i>Life Jacket Deposit</i>	<i>No longer required</i>
<i>Auxiliary Fields</i>	<i>Moved to Sports Complex Schedule</i>

Sports Complex

As the original rates for the Sports Complex were adopted in 2002, we are proposing changes that are more practical for current rentals of the facility as well as to better cover our janitorial and maintenance costs. The average increase for football/soccer stadium, baseball stadium, and common area/parking rentals is between \$500-1,000. We have also added operator fees for baseball and football/soccer stadium rentals and concession stand rentals and moved the Auxiliary Field rentals to this schedule from the Recreation schedule. Below are the proposed changes:

New fees

Operator Fees for Baseball and Football/Soccer Stadiums

<i>Video Board Operator</i>	<i>\$50/hour</i>
<i>Scoreboard Operator</i>	<i>\$50/hour</i>
<i>PA Announcer</i>	<i>\$50/hour</i>
<i>Camera Operator</i>	<i>\$45/hour</i>
<i>Replay Technician</i>	<i>\$45/hour</i>
<i>Sound Operator</i>	<i>\$45/hour</i>

Proposed changes

Football/Soccer Stadium

Sporting Events

<i>Half Stadium Rental</i>	<i>\$1,500/day</i>
<i>Whole Stadium Rental</i>	<i>\$3,000/day</i>

Non-Sporting Events

<i>Non-Profit Deposit</i>	<i>\$1,500</i>
<i>Non-Profit Rental</i>	<i>\$1,500/day</i>
<i>Commercial Deposit</i>	<i>\$2,500</i>
<i>Commercial Rental</i>	<i>\$2,500/day</i>

Cleaning Fees

<i>Less than 2,000 people</i>	<i>\$1,500/side</i>
<i>More than 2,000 people</i>	<i>\$2,500/side</i>

<i>Lighting Fee</i>	<i>\$75/hour</i>
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Baseball Stadium

<i>Baseball Events</i>	<i>\$750/day</i>
<i>Non-Baseball Events</i>	
<i>Non-Profit Deposit</i>	<i>\$1,000</i>
<i>Non-Profit Rental</i>	<i>\$1,000/day</i>
<i>Commercial Deposit</i>	<i>\$1,500</i>
<i>Commercial Rental</i>	<i>\$1,500/day</i>
<i>Cleaning Fees assessed by Midland Rockhounds</i>	
<i>Lighting Fee</i>	<i>\$75/hour</i>
<i>Groundskeeper and Grounds Material Fees assessed by Midland Rockhounds</i>	
<i>Diamond Club Deposit</i>	<i>\$100</i>
<i>Diamond Club Rental</i>	<i>\$50/hour</i>
<i>(minimum of 2 hours)</i>	
<i>Diamond Club Cleaning Fee</i>	<i>\$150</i>
<i>(payable to Midland Rockhounds)</i>	

SSC – Common Area/Parking Lots

Pavilion

<i>Non-Profit Deposit</i>	<i>\$1,500</i>
<i>Non-Profit Rental</i>	<i>\$1,500/day</i>
<i>Commercial Deposit</i>	<i>\$2,000</i>
<i>Commercial Rental</i>	<i>\$2,000/day</i>
<i>Parking Lot Only</i>	
<i>Parking Lot Deposit</i>	<i>\$1,000</i>
<i>Set Up/Tear Down</i>	<i>\$1,000/day</i>
<i>Rental Fee</i>	<i>\$1,500/day</i>
<i>Cleaning Fees</i>	
<i>Less than 1,000 people</i>	<i>\$1,000</i>
<i>1,001 to 2,500 people</i>	<i>\$1,500</i>
<i>More than 2,500 people</i>	<i>\$2,000</i>
<i>Lighting Fee</i>	<i>\$75/hour</i>

SSC – Auxiliary Fields

Non-Tournament Fees

<i>Deposit</i>	<i>\$100</i>
<i>Field Rental</i>	<i>\$50/hour</i>
<i>Tournament Fees</i>	
<i>Deposit</i>	<i>\$100/field</i>
<i>Rental</i>	<i>\$30/game</i>
<i>Cleaning Fee</i>	<i>\$150/field</i>
<i>Lighting Fee</i>	<i>\$25/hour</i>
<i>Concession Stand Deposit</i>	<i>\$100</i>
<i>Concession Stand Rental</i>	<i>\$25/hour</i>

Exhibit A

City Secretary

	Fee
Business Regulations	
Junk and secondhand goods license	\$25.00
Renewal of junk and secondhand good	\$10.00
Alcoholic Beverage License Fee	1/2 of State Fee
Taxicab annual operating fee (each)	\$200.00
Limo or Motorbus operating fee (each)	\$100.00
Passports	
Execution Fee (DS-11)	\$35.00
Renewal Mailing Fee (DS-82)	\$10.00
Passport Photograph	\$18.00
Expedited Shipping Fee (DS-11)	\$26.40
Expedited Shipping Fee (DS-82)	\$32.95
Notarization Fee	\$10.00
Copies	\$0.25

Exhibit B

Parks

	Fee
TEMP FENCING	
Deposit	\$200.00
Rental Fee (per panel)	\$20/day
SHOWMOBILE	
Deposit	\$1,000.00
Rental Fee (minimum of 4 hours)	\$62.50/hour
Extensions	\$100.00
Show Lights	\$200.00
PORTABLE BLEACHERS	
Deposit	\$100.00
Rental Fee (per day)	\$100.00
PORTABLE STAGE	
Deposit	\$100.00
Rental Fee	\$100.00
TRASH CANS	
Deposit	\$100.00
Rental Fee (minimum of 10 cans)	\$5.00/can/day
PARK PAVILION RENTAL	
Deposit	\$100.00
Rental Fee 9am-10pm	\$60.00
Rental Fee 9am-3pm	\$30.00
Rental Fee 4pm-10pm	\$40.00
BEAL RANCH HOUSE	
Deposit no Alcohol	\$300.00
Deposit w/Alcohol	\$500.00
Rental Fee Per Hour	\$50.00
GAZEBO RENTALS - WADLEY AND BEAL	
Deposit	\$100.00
Rental Fee 9 am- 3 pm	\$50.00
Rental Fee 4 pm-10 pm	\$50.00
Rental Fee 9 am-10 pm	\$100.00
BASEBALL/SOFTBALL FIELD RENTALS	
Artificial Turf Fields Rental Fee	\$50.00/hour
Natural Turf Field Rental Fee	\$25.00/hour
Lights	\$25.00/hour
Tournament Fee	\$25.00/team
FOOTBALL/SOCCER FIELD RENTALS	
Artificial Turf Fields Rental Fee	\$50.00/hour
Natural Turf Field Rental Fee	\$25.00/hour
Lights	\$25.00/hour
Tournament Fee	\$30/game
CONCESSION RENTALS	
Concession Stand Deposit	\$100.00
Concession Stand Rental	\$25.00/hour

ULMER SAND VOLLEYBALL COURT	
Deposit	\$25.00
Rental Fee	\$25.00/day
WHITEHOUSE RENTAL	
Deposit	\$200.00
Rental Fee 10 am - 4 pm	\$200.00
Rental Fee 6 pm - 12 am	\$200.00
Rental Fee All Day	\$400.00

Exhibit C

Recreation

	Fee
CITY POOL RATES	
Entry Fee	\$3.00
Children under 2	Free
10 Punch Card	\$15.00
25 Punch Card	\$35.00
75 Punch Card	\$75.00
Personal Cooler Admission	\$10.00
Soda	\$3.00
Water	\$2.00
Snacks	\$2.00
Swim lesson (1 week)	\$20.00
Life Jacket Rental	\$1.00
PRIVATE RENTALS	
DEPOSIT	\$150.00
RENTAL FEE (2 hours)	\$850.00
POOL PAVILION RENTALS	
(Doug Russell Only)	
DEPOSIT	\$100.00
RENTAL FEE	\$100/session
MARTIN LUTHER KING RECREATION CENTER	
	per hour
Activity Room	
During Operation	\$25.00
After Hours	\$35.00
Deposit	\$100.00
Activity Rm/with Gameroom	per hour
During Operation	\$50.00
After Hours	\$70.00
Deposit	\$300.00
Auditorium	per hour
During Operation	\$50.00
After Hours	\$75.00
Deposit No Alcohol	\$500.00
Deposit Alcohol	\$750.00
Gymnasium	per hour
During Operation	\$40.00
After Hours	\$60.00
Deposit	\$200.00
MLK Volleyball Net Setup Fee	\$15.00
Training Room	per hour

Exhibit C

Recreation

	Fee
Sporting Events ONLY	
During Operation	\$50.00
After Hours	\$75.00
Deposit	\$1,000.00
Daily Entrance Fee	\$1.00
Monthly Membership	\$15.00
MOVIE SCREEN	
Deposit	\$1,000.00
Fee (Maximum 4 hours)	\$500.00
BUBBLE SOCCER AT MLK Gym Only	
Deposit	\$300.00
During Hrs	\$100/hour
After Hours	\$125/hour
Bubble Soccer at MLK Gym/Activity Rm	
Deposit	\$300.00
During Hrs	\$125/hour
After Hours	\$135/hour
BUBBLE SOCCER AT MLK Gym/Act Rm/Game Rm	
Deposit	\$300.00
During Hrs	Not Available
After Hours	\$170/hour
BUBBLE SOCCER NOT @MLK	
Deposit	\$500.00
Fee (minimum of 2 hours)	\$200/hour

Exhibit D

Health and Senior Services

	Fee
Environmental Section	
Mobile Food Vendor	
Mobile Food Vendor	\$175.00
Mobile Food (Seasonal)	\$105.00
Temporary Permit	\$70.00
Food Services Establishments	
1 thru 5 employees	\$150.00
6 thru 10 employees	\$200.00
11 or more employees	\$250.00
Deli/Meat Market/Bakery	\$75.00
Farmers Market	\$50.00
Retail Food Store	
1 thru 5 employees	\$150.00
6 thru 10 employees	\$200.00
11 or more employees	\$250.00
Temporary Permit	\$70.00
Child Care Programs	
Day Care	\$100.00
Foster Care	\$50.00
Child Care Program for after School	\$50.00
Swimming Pool, Spa, or Water Feature Permit	
Swimming Pool or Spa Permit	\$100.00
Water Feature Permit	\$100.00
Non-Profit Yearly	\$30.00
Non-Profit Temporary	\$30.00
Re-inspection (When Establishment is shut down)	\$75.00
Septic System Inspections	
Septic System Residential	\$150.00
Septic System Commercial	\$210.00
Septic re-inspection (When fails initial inspection)	\$50.00
Late Fee (When not paid by specified date)	25% of Permit Fee
Clinical Section	
Health Department Services	
DTaP	\$45.00
Kinrix (DTaP & Polio)	\$100.00
Pentacel (DTaP & Polio & Flu Type B)	\$140.00
IPV (Polio)	\$50.00
Pedi HEP A	\$40.00
Pedi HEP B	\$35.00
HIB (Flu Type B)	\$40.00

Exhibit D

Health and Senior Services

	Fee
Vaxelis (DTaP, HIB, Polio & HEB B)	\$150.00
Rototeq/Rotarix (Rotavirus)	\$140.00
Proquad (MMR & Varicella)	\$255.00
PCV 13 (Pneumococcal Conjugate)	\$260.00
PPSV23 (Pneumococcal Conjugate)	\$145.00
MMR	\$90.00
Varicella	\$155.00
TD (Tetanus & Diptheria)	\$50.00
TDAP (Tetanus Diptheria and Pertussis)	\$60.00
HPV 9	\$255.00
MCV4 (Meningitis)	\$150.00
Menquadfi (Meningitis)	\$200.00
Trumenba (Meningococcal Group B)	\$155.00
Bexsero (Meningococcal Group B)	\$185.00
Adult Hep A	\$70.00
Adult Hep B	\$65.00
Heplisav-Adult Hep B	\$125.00
Shingrix (Shingles)	\$175.00
Infant flu	\$25.00
Flu	\$30.00
High Dose Flu	\$65.00
Flublok	\$60.00
Yellow Fever	\$130.00
STD Testing	\$15.00
HIV Testing	\$15.00
STD Clinic Treatment	\$15.00
STD Clinic Retreatment	\$15.00
Pregnancy Test-Urine	\$10.00
Pregnancy Test - Blood	\$15.00
TB Test	\$15.00
TB Clinic	\$15.00
Administration Fees	
Insured	\$25.00
TVFC 1=\$10, 2=\$20, >or= 3 = \$30	
Refugee	\$0.00
Medicaid/CHIP	\$14.85
Medicare Flu or Pneumonia	\$25.00

Exhibit E

Animal Services

	Fee
Adoption Fees	
Adoption Fees (includes micro chipping)	\$50 for Cats; \$75 for Dogs
Ducks, Rabbits, Other	\$5.00
Rescue Fee (rabies, microchip, license)	\$32.00
Humane Coalition Transfer Fee (with micro chipping) Range \$17 to \$25	\$25.00
Animal Service Discount	\$6.73
Vaccines and Medical Fees	
Rabies (\$10 special event and \$20 reg)	\$10.00 or \$20.00
Rabies and Booster (\$15 special event)	\$15.00
Impoundment Fees	
Impoundment - 1st Offense (altered)	\$25.00
Impoundment - 1st Offense (unaltered)	\$50.00
Impoundment - 2nd Offense (altered)	\$50.00
Impoundment - 2nd Offense (unaltered)	\$75.00
Impoundment - 3rd+ Offense (altered)	\$60.00
Impoundment - 3rd+ Offense (unaltered)	\$100.00
Livestock Impoundment	\$100.00
Boarding & Quarantine	
Boarding (per day)	\$8.00
Quarantine Fees (minimum of 10 days)	\$10.00/day
Home Quarantine Fees (minimum of 10 days)	\$5.00/day
Pick-up Fees	
Pickup Fee - Owner release	\$15.00
Pickup Fee -Owner release (additional animals)	\$5.00/each
Pickup Fee - Deceased	\$15.00
Pickup Fee - Dead Small Livestock	\$75.00
Pickup Fee- Deceased Livestock	\$150.00
Transfer to Vet Fee	\$15.00
Miscellaneous Fees	
Drop off Fee - Owner release	\$10.00
Rabies Specimen Shipping	\$75.00
Wild Animal Permit	\$25.00
Dangerous Dog Yearly Registration	\$50.00
Off Leash Training Permit	\$5.00
Microchipping	
Microchips	\$8.00
Pet Services	
Flea/Tick Preventative	\$15.00
Euthanasia	
Euthanasia	\$15.00
Pet Licenses	
Pet License (yearly)	\$7.00

Pet License (replacement)	\$1.00
Pigeons	
Loft Permit for Pigeons	\$3.00
Renewal of Loft Permit	\$2.00

Exhibit F

Golf Course

	Fee
Green Fee - Weekday	\$21.25
Green Fee - Weekdays after 4:00	\$12.25
Green Fee - Weekend	\$26.25
Green Fee - Weekend after 4:00	\$16.00
Weekend AM - 9 Holes	\$15.00
Green Fee - Senior	\$16.25
Green Fee - Junior	\$9.50
Cart Fee (90%)	\$13.75

Exhibit G

Planning

	Fee
Preliminary Plat Application	
Sketch Plan Application (1st review)	\$225.00
Sketch Plan Application (2nd review)	\$100.00
Preliminary Plat Application (up to 50 acres)	\$350.00
Preliminary Plat Application (over 50 acres)	\$500.00
Final Plat Application	
Standard Plat or Residential Up to 50 acres	\$350.00
Standard Plat or Residential over 50 acres Max	\$500.00
Administrative Plat	\$250.00
Digital File Conversion Fee	\$50.00
Recording Fees- Plats up to 18"x24"	\$61.00
Recording Fees- Plats over 18"x24"	\$81.00
Related Documents	\$26.00
Replat	
Replat with Public Hearing	\$250.00
Replat without Public Hearing	\$250.00
Annexation/Zone Change Application	
Standard Zone Change	\$500.00
Planned District Zone Change	\$650.00
Multiple PD Proposal Basic	\$550.00
Multiple PD Proposal Per Additional District	\$100.00
Additional PD Regulations	\$75.00
Site Plan in PDF Format for City Council	\$50.00
Application Fee	\$500.00
Zoning Board of Appeal Fee	\$600.00
Special Exception Application Fee	\$500.00
Oil and Gas	
Application for Oil and Gas Permit	\$4,000.00
Credit Access Businesses	
Application Fee	\$50.00
Specific Use Permit (SUP) / Specific Use Designation (SUD)	
Application for SUP/SUD with Term for Alcoholic Beverage	\$300.00
Application for General SUP/SUD	\$400.00
Renewal SUP/SUD	\$75.00
Temporary Mobile Home	
Special Temporary Permit for Manufactured Home App (Based on Genuine Hardship Condition)	\$50.00
Special Temporary Permit for Manufactured Home App (For Occupancy by a Caretaker, Manager, or Guard)	\$100.00
Temporary Land Use	
Application Fee	\$300.00
For each additional event date	\$25.00
Clean-Up Deposit	\$500.00

Exhibit G

Planning

	Fee
Damage Deposit	\$500.00
Outside sale of dogs	\$20.00
Site Plan Review	
Single PD Amendment	\$550.00
Multiple PD Amendment	\$650.00
Dedications	
Review Fee	\$400.00
Vacation	
Application Fee	\$400.00
Creation of a Building Site	
Application Fee	\$400.00
Master Sign Plan	
Application Fee	\$300.00
Traffic Impact	
Traffic Impact (Staff Study)	\$350.00
Traffic Impact (Review of Submittal)	\$600.00
Portable Storage Containers	
Freight or Portable storage cont.- permit fee	\$125.00
Each add'l on same property	\$25.00
90- day permit fee for storage container	\$150.00
Each add'l container	\$25.00
45- day permit fee for storage container	\$125.00
Each add'l container	\$25.00
30 day permit fee for storage container	\$75.00
Certificate of occupancy and compliance	
Certificate of occupancy and compliance	\$10.00

Exhibit H

Code Enforcement

	Fee
Building Permits	
Construction Permit Fee	31.5 cents per square foot
Sidewalk/ROW Residential (No building permit)	\$50.00
Sidewalk/ROW Commercial (No building permit)	\$200.00
Street Improvement Fee	23 cents per square foot
Fence Fee	\$50.00
Manufactured Home	\$200.00
Manufactured Home Skirting Deposit	\$100.00
Moving Fee	\$200.00
Non-Profit Residential	\$150.00
Temporary Structure	\$100.00
Detached Assessory (120Sq.ft or less)	\$50.00
Detached Assessory (120Sq.ft to 200 sq.ft.)	\$100.00
Demolition Permits	
Commercial Demo Fee - Building	\$500.00
Commerical Demo Fee - Interior	\$100.00
Residential or Accessory Bldg	\$50.00
Temporary Sign Permits	
Permanent Sign Permits	\$50.00
Temporary sign annual permit fee	\$50.00
Failure to remove sign- hauling fee	\$50.00
Failure to remove sign- daily storage fee	\$10.00
Oil & Gas Drilling Permits	
Amendment Fee	\$1,000.00
Certification Fee & Inspection	\$300.00
Oil & Gas Application Fee	\$4,000.00
Well Tranfer Fee	\$500.00
*TX State HB-40 recognizes Ordinance 8769 including fees and may not be amended	
Mobile Home Park Licenses	
Mobile Home Park Licenses	\$25.00 plus \$1 ea/addl
Certificate of Occupancy	
Certificate of Occupancy	\$50.00
Lot Deposits	
Clearing Deposits (Floor & Foundation) Commercial	\$2,000.00
Clearing Deposits (Floor & Foundation) Residential	\$600.00
Clearing Deposits (Rubbish, Litter, Lot)	\$200.00
Clearing Deposit (Accessory Bldg, Debris, Material)	\$200.00
Lot Clearing	
Administrative Fee	\$100.00
Tree Removal	\$70.00
Debris Charge	\$110 per ton

Exhibit H

Code Enforcement

	Fee
Mow Vacant Lot	\$0.05 per sq. yd.
Mow Lot with Structure	\$0.055 per sq. yd.
Mow Acreage	\$70 per acre
Mowing Fee	\$0.10 per sq. yd.
Special Project	\$165.00
Minimum Lot Charge	\$45.00
Tires	Reimbursement+\$2.00/tire
Electrical Fees	
Minimum Fee	\$50.00
Temporary Service	\$50.00
Temporary Construction Pole	\$50.00
Parking Lot Wiring	\$50.00
Building Wiring	\$0.05 per sq.ft
Service Change	\$50.00
Sign Electrical Fee	\$50.00
Electrical Fixture Fee (for first, \$1.00 each after)	\$15.00
Mobile Home Rewiring (\$5 for each add'l)	\$50.00
Clearance for Elec Connect/Disconnect Residential	\$50.00
Reinspection (Red Tag)	\$50.00
Mechanical Fees (when not part of bldg.permit)	
Minimum Fee	\$50.00
Inspection for Heating, AC,Venting,Ductwork,Fridge (\$5 for each add'l inspection)	\$50.00
Fire Extinguishing Permit	\$50.00
Boiler Inspections (33K to 1165 BTU)	\$50.00
Boiler Inspections (1165K to 3300 BTU)	\$50.00
Boiler Inspections (over 3300 BTU)	\$50.00
Reinspection (Red Tag)	\$50.00
Gas Fees (when not part of bldg.permit)	
Minimum Fee	\$50.00
Floor Furnace, Boiler	\$50.00
Vented Recessed Heater	\$50.00
Gas line service	\$50.00
Vented Appliance (\$10 each add'l)	\$50.00
Temporary Connection	\$50.00
Reinspection (Red Tag)	\$50.00
Plumbing Fees (when not part of bldg.permit)	
Minimum Fee	\$50.00
Furnace, unit or wall heater (\$10 each add'l)	\$50.00
Water heater (\$10 each add'l)	\$50.00
Water softener	\$50.00
Lawn Sprinkler	\$50.00

Exhibit H

Code Enforcement

	Fee
Water Line Service	\$50.00
Sewer Line Service	\$50.00
Replumb Bldg	\$0.05 Sq. Ft.
Fire Sprinkler	\$0.05 Sq. Ft.
Backflow Assembly Device (\$10 each add'l)	\$50.00
Reinspection (Red Tag)	\$30.00
Vendor Permit	
Vendor Permit	\$100.00
Water Well Fee	
Drill new well	\$50.00
Reinspection Fee	
Reinspection (All Permits)	\$100.00
Application to Board of Appeals	
Application	\$200.00
Public Ways and Property	
House moving permit fee	\$25.00
Network Nodes-5 in same application	\$500.00
Each additional node in application	\$250.00
Node Support Pole Application	\$1,000.00
Fee to attach network node to public ROW pole	\$20.00

Exhibit I

Engineering

	Fee
Traffic	
Street Name and Traffic Control Sign Fee	\$500/intersection
Right of Way Use Permit Fee	\$350.00

Exhibit J

Water & Sewer Fees

	Fee (as of July 1, 2020)
Water Rates Inside City:	
Base Rate for All Except Apartments for First 2,000 gallons	\$21.61
Base Rate for Apartments per Unit for first 2,000 gallons per Unit	\$17.60
Rate per 1,000 gallons over base of 2,000 up to 10,000	\$6.11
Rate per 1,000 gallons from 10,001 up to 25,000	\$8.03
Rate per 1,000 gallons from 25,001 up to 50,000	\$10.80
Irrigation)	\$13.50
Sewer Rates Inside City:	
All Customers Base Rate (First 2,000 gallons)	\$21.79
All Customers Rate per 1,000 after Base Rate	\$0.88
Water Rates Outside City:	
Base Rate for All Except Apartments for First 2,000 gallons	\$32.42
Base Rate for Apartments per Unit for first 2,000 gallons per Unit	\$26.40
Rate per 1,000 gallons over base of 2,000 up to 10,000	\$9.17
Rate per 1,000 gallons from 10,001 up to 25,000	\$12.05
Rate per 1,000 gallons from 25,001 up to 50,000	\$16.20
Irrigation)	\$20.25
Sewer Rates Outside City:	
Residential Base Rate (First 2,000 gallons)	\$32.69
Residential Rate per 1,000 after Base Rate	\$1.32
Miscellaneous:	
Septage waste hauler discharges and fees (per gallon)	\$0.30

Exhibit K

Customer Service/Utility Billing

	Fee
Account Billing	
Residential Utility Deposit	\$75.00
Re-read of Water Meter (2nd time)	\$25.00
Test of Water Meter (2nd time)	\$25.00
Non-sufficient fund check	\$30.00
Reconnect-Disconnect fee	\$30.00
Application Fee	\$20.00
Transfer Fee	\$20.00
Tampering/Straight Fee (1st time)	\$200.00
Tampering/Straight Fee (2nd time)	\$300.00
Water Meters & Tap Fees	
3/4" water meter-with existing meter box	\$40.00
1" water meter-with existing meter box	\$100.00
1" water meter tap (no paving cut or meter installation)	\$390.00
1" service charge for tap and meter with meter box	\$425.00
2" water meter- with existing meter box	\$240.00
2" water meter tap (no paving cut or meter installation)	\$564.00
2" service charge for tap and meter with meter box	\$710.00
3" water meter	\$375.00
4" water meter	\$375.00
4" sewer tap	\$350.00
6" sewer tap	\$400.00
Replacement sewer tap (per line)	\$300.00
Fee to abandon line for replacement	\$150.00
Paving cut/Boring & Casing Fee	\$400.00
Fire hydrant meter setting or moving	\$200.00
Fire Hydrant meter deposit setting	\$2,400.00
Drinking Water Testing- Total Coliform (Presence or absence)	\$18.00
Non-Potable H2O testing- Total Coliform & E.Coli (MPN)	\$25.00
Non-Potable H2O testing- Total Coliform & Fecal Coliform (MPN)	\$25.00
Move a service line no more than 5 feet	\$150.00

Exhibit L

Sanitation Fees

Inside City Limits				
# of Containers	Number of pickups per week			
	2X	3X	4X	5X
Residential				
0.25	\$18.82			
0.5	\$37.64			
0.75	\$56.46			
1	\$75.28			
Commercial				
0.25	\$25.17	\$37.76	\$50.34	\$62.93
0.5	\$50.34	\$75.51	\$100.68	\$125.85
0.75	\$75.51	\$113.27	\$151.02	\$188.78
1	\$100.67	\$151.01	\$201.34	\$251.68
2	\$191.27	\$286.91	\$382.55	\$478.18
3	\$281.88	\$422.81	\$563.75	\$704.69
4	\$372.48	\$558.72	\$744.96	\$931.20
5	\$463.08	\$694.62	\$926.16	\$1,157.71
6	\$553.69	\$830.53	\$1,107.37	\$1,384.21
7	\$644.29	\$966.43	\$1,288.58	\$1,610.72
8	\$734.89	\$1,102.34	\$1,469.78	\$1,837.23
9	\$825.49	\$1,238.24	\$1,650.99	\$2,063.74
10	\$916.10	\$1,374.15	\$1,832.19	\$2,290.24
11	\$1006.70	\$1,510.05	\$2,013.40	\$2,516.75
12	\$1,097.30	\$1,645.95	\$2,194.61	\$2,743.26
13	\$1,187.91	\$1,781.86	\$2,375.81	\$2,969.77
14	\$1,278.51	\$1,917.76	\$2,557.02	\$3,796.27
15	\$1,369.11	\$2,053.67	\$2,738.22	\$3,422.78
16	\$1,459.72	\$2,189.57	\$2,919.43	\$3,649.29
17	\$1,550.32	\$2,325.48	\$3,100.64	\$3,875.80
18	\$1,640.92	\$2,461.38	\$3,281.84	\$4,102.30
19	\$1,731.52	\$2,597.29	\$3,463.05	\$4,328.81
20	\$1,822.13	\$2,733.19	\$3,644.25	\$4,555.32
21	\$1,912.73	\$2,869.10	\$3,825.46	\$4,781.83
22	\$2,003.33	\$3,005.00	\$4,006.67	\$5,008.33
23	\$2,093.94	\$3,140.90	\$4,187.87	\$5,234.84
24	\$2,184.54	\$3,276.81	\$4,369.08	\$5,461.35
25	\$2,275.14	\$3,412.71	\$4,550.28	\$5,687.86
Per Month				
Recycling fee	\$0.50			
Litter Abatement Fee	\$1.00			

Exhibit L

Sanitation Fees

Outside City Limits - Sanitation Fees				
# of Containers	Number of pickups per week			
	2X	3X	4X	5X
Residential				
0.25	\$28.23			
0.5	\$56.46			
0.75	\$84.69			
1	\$112.92			
Commercial				
0.25	\$37.76	\$56.63	\$75.51	\$94.39
0.5	\$75.51	\$113.27	\$151.02	\$188.78
0.75	\$113.27	\$169.90	\$226.53	\$283.16
1	\$151.04	\$226.56	\$302.08	\$377.60
2	\$286.98	\$430.46	\$573.95	\$717.44
3	\$422.91	\$634.37	\$845.82	\$1,057.28
4	\$558.85	\$838.27	\$1,117.70	\$1,397.12
5	\$694.78	\$1,042.18	\$1,389.57	\$1,736.96
6	\$830.72	\$1,246.08	\$1,661.44	\$2,076.80
7	\$966.66	\$1,449.98	\$1,933.31	\$2,416.64
8	\$1,102.59	\$1,653.89	\$2,205.18	\$2,756.48
9	\$1,238.53	\$1,857.79	\$2,477.06	\$3,096.32
10	\$1,374.46	\$2,061.70	\$2,748.93	\$3,436.16
11	\$1,510.40	\$2,265.60	\$3,020.80	\$3,776.00
12	\$1,646.34	\$2,469.50	\$3,292.67	\$4,115.84
13	\$1,782.27	\$2,673.41	\$3,564.54	\$4,455.68
14	\$1,918.21	\$2,877.31	\$3,836.42	\$4,795.52
15	\$2,054.14	\$3,081.22	\$4,108.29	\$5,135.36
16	\$2,190.08	\$3,285.12	\$4,380.16	\$5,475.20
17	\$2,326.02	\$3,489.02	\$4,652.03	\$5,815.04
18	\$2,461.95	\$3,692.93	\$4,923.90	\$6,154.88
19	\$2,597.89	\$3,896.83	\$5,195.78	\$6,494.72
20	\$2,733.82	\$4,100.74	\$5,467.65	\$6,834.56
21	\$2,869.76	\$4,304.64	\$5,739.52	\$7,174.40
22	\$3,005.70	\$4,508.54	\$6,011.39	\$7,514.24
23	\$3,141.63	\$4,712.45	\$6,283.26	\$7,854.08
24	\$3,277.57	\$4,916.35	\$6,555.14	\$8,193.92
25	\$3,413.50	\$5,120.26	\$6,827.01	\$8,533.76

Exhibit L

Sanitation Fees

Open Top/Compactor Fees

One-time set up fee (Delivery fee)	\$33.81 + Tax
Daily Rental	\$6.76 + Tax
Haul Charge	\$169.13 + Tax
Per Ton Disposal Fee (Landfill Charge)	\$42.00 per

Removal of Garbage by Other Entity

Garbage Hauler's Permit	\$500.00
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Landfill- Dumping and Unloading Charges

Landfill Access Fee-	\$25.00
Unlimited Landfill Access Fee-year	\$500.00
Minimum Fee under 1 Ton	\$21.00
Per ton Disposal Fee	\$42.00
Materials not contained	\$15.00
Pull off Fee	\$75.00

Special Waste/Minor or TDH permit

Special Waste Fee- Per Ton	\$84.00
Minimum Fee under 1 Ton	\$42.00

Exhibit M

Airport

	Fee
Landing Fees (per 1000 pounds of gross landing weight)	\$0.70
Air carrier fees (per 1000 pounds of gross landing weight)	\$0.70
Public Aircraft parking – locally based aircraft (month)	\$25.00
Public Aircraft parking – transient aircraft (day)	\$1.50
Customer Facility Charge - vehicle rentals (per transaction day)	\$3.00
Public Parking – CI (Covered)	
0-30 minutes	Free
31-60 minutes	\$3.00
Every additional hour	\$2.00
Maximum per 24-hour period	\$15.00
Public Parking – P1 & P3 (Close-In)	
0-30 minutes	Free
31-60 minutes	\$2.00
Every additional hour	\$1.00
Maximum per 24-hour period	\$12.00
Public Parking – P2 & P4 (Economy)	
0-30 minutes	Free
31-60 minutes	\$2.00
Every additional hour	\$1.00
Maximum per 24-hour period	\$9.00
Public Parking – C2 (Remote Covered)	
0-30 minutes	Free
31-60 minutes	\$2.00
Every additional hour	\$1.00
Maximum per 24-hour period	\$11.00
Public Parking – P5 (Remote Economy)	
0-30 minutes	Free
31-60 minutes	\$2.00
Every additional hour	\$1.00
Maximum per 24-hour period	\$7.00
Ground Transportation Permits -per month, per vehicle	
Taxicab	\$25.00
Buses	\$25.00
Courtesy vehicles for off-airport hotel	\$25.00
Courtesy vehicles for off-airport car rental (plus 10% airport revenue)	\$25.00
Courtesy vehicles for off-airport parking lot (plus 10% airport revenue)	\$25.00
Employee Parking	

Exhibit M

Airport

	<u>Fee</u>
Annual Employee Parking media (prorated monthly)	\$40.00

Special assessments

1. Should any person upon driving a vehicle from the paid parking areas of the airport not be able to present an officially issued ticket indicating where that person's vehicle was parked and at what time, then the charge assessed for the parking of that vehicle shall be at least \$12.00. In addition to that fee, there shall also be a fee assessed for the parking of that vehicle equal to the amount of the daily rate, times number of days, for the area in which that vehicle was parked as is indicated by the daily lot inventory taken by the airport administration.
2. Whenever a person or an entity shall pay for the parking fees assessed by this Section with a check or draft, and that check or draft is dishonored, then there shall be an additional \$25.00 assessed against that person or entity.

Exhibit N

Sports Complex

	Fee
Football/Soccer Stadium	
<i>Sporting Events</i>	
Half Stadium Rental	\$1,500.00/day
Whole Stadium Rental	\$3,000.00/day
<i>Non-Sporting Events</i>	
Non-Profit Deposit	\$1,500.00
Non-Profit Rental	\$1,500.00/day
Commercial Deposit	\$2,500.00
Commercial Rental	\$2,500.00/day
<i>Cleaning Fees</i>	
Less than 2,000 people	\$1,500/side
More than 2,000 people	\$2,500/side
Lighting Fee	\$75.00/hour
Baseball Stadium	
Baseball Events	\$750.00/day
<i>Non-Baseball Events</i>	
Non-Profit Deposit	\$1,000.00
Non-Profit Rental	\$1,000.00/day
Commercial Deposit	\$1,500.00
Commercial Rental	\$1,500/day
Cleaning Fees assessed by Midland Rockhounds	
Lighting Fee	\$75.00/hour
Groundskeeper and Grounds Material Fees assessed by Midland Rockhounds	
Diamond Club Deposit	\$100.00
Diamond Club Rental (minimum 2 hours)	\$50.00/hour
Diamond Club Cleaning Fee (payable to Midland Rockhounds)	\$150.00
OPERATOR FEES FOR BASEBALL AND FOOTBALL/SOCCER STADIUM	Hourly
Video Board Operator	\$50.00
Scoreboard Operator	\$50.00
PA Announcer	\$50.00
Camera Operator	\$45.00
Replay Technician	\$45.00
Sound Operator	\$45.00
SSC - Common Area/Parking Lot Rentals	
<i>Pavilion</i>	
Non-Profit Deposit	\$1,500.00
Non-Profit Rental	\$1,500/day
Commercial Deposit	\$2,000.00
Commercial Rental	\$2,000/day

Parking Lot Only

Parking Lot Deposit	\$1,000.00
Set Up/Tear Down	\$1,000/day
Rental Fee	\$1,500/day

Cleaning Fees - Common Area/Parking Lot Rentals

Less than 1,000 people	\$1,000.00
1,001 to 2,500 people	\$1,500.00
More than 2,500 people	\$2,000.00

Lighting Fee	\$75.00/hour
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SSC - Auxiliary Fields

Non-Tournament Fees

Deposit	\$100.00
Field Rental	\$50.00/hour

Tournament Fees

Deposit	\$100.00/field
Rental	\$30.00/game
Cleaning Fee	\$150.00/field

Lighting Fee	\$25.00/hour
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Concession Stand Deposit	\$100.00
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Concession Stand Rental	\$25.00/hour
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Exhibit O

Miscellaneous

	Fee
Court Fees	
Municipal Court Building Security Fee	\$3.00
Municipal Court Technology Fee	\$4.00
Municipal Court Copy Fee	\$1.00 per page
Business Regulations	
Closing out sale license fees - 30 days	\$100.00
Closing out sale license fees - 60 days	\$125.00
Closing out sale license fees - 90 days	\$150.00
Peddler license	\$4.00
Mobile Home/Travel Trailer Park App Fee	\$10.00
Mobile Home/Travel Trailer Park License	\$25 plus \$1 ea.space
Mobile Home Mini Park location app	\$10.00
Mobile Home Mini Park revised site plan	\$10.00
City Chauffeur's license app fee	\$25.00
Airport Cabstand Permit fee (per month)	\$25.00
Special police officer license fee (individual)	\$10.00
Special police officer license fee (firm)	\$50.00
Carnival operator's license	\$50.00
Carnival employee's license	\$6.00
Side walk sale application fee	\$4.00
Police Regulations	
Ambulance Services- Basic Life Support	\$650 + \$10 per mile
Ambulance Services- Advanced Life Support	\$750 + \$10 per mile
Ambulance Services- Advanced Level II	\$850 + \$10 per mile
Ambulance Waiting Charge	\$200 per hour
Ambulance Service- Outside Midland County	\$100.00
Food Truck Fire Inspection	\$50 per inspection annually
Alarm Permit Application Fee-Commercial	\$25.00
Alarm Permit Application Fee-Residential	\$20.00
Alarm Permit Renewal Fee -Commercial	\$20.00
Alarm Permit Renewal Fee - Residential	\$15.00
Alarm Permit Service fee	\$50.00
Franchises	
Telecomm Carrier on public ROW Reg. Fee-	\$25.00
Franchise application and review fee	\$500.00
Franchise renewal application and review fee	\$500.00