

**ORDER GRANTING PERMIT AND RIGHT-OF-WAY  
TO CONSTRUCT PIPELINE, ROAD CROSSING, AND/OR ROAD CUT**

Now, on this 27 day of JANUARY, 2014 at a regular session of the Commissioners' Court of Clay County, Texas, came on to be considered the application of (contractor) H<sub>2</sub>O FastLine & EXCAVATION  
(address) 1210 CLAY STREET NACOMA TEXAS 76255, (telephone #) 940-841-0505 hereafter referred to as "contractor", for a permit and right-of-way to lay, construct, maintain, operate or remove a pipeline, road crossing, and/or road cut, along, over and across or under the public roads, streets, alleyways or highways in the County of Clay, State of Texas, described on the plat attached, and the court having considered such application, it is accordingly ORDERED by the Court:

1. That the County of Clay, State of Texas, does hereby grant the right, privilege and right-of-way to contractor to lay, construct, maintain, operate and/or remove a pipeline, road crossing, and/or road cut, along, over, across or under the public roads, streets, alleyways of the County of Clay, State of Texas, as described in the plat attached.
2. That such pipeline, road crossing, and/or road cut, shall be buried, covered, constructed and maintained as not to interfere with the uses and occupancy of such roads by the public and shall be buried at least three (3') feet below the present barditch on said county road.
3. That any adjustment of said pipeline, road crossing, and/or road cut, required for any state farm to market road or any other improved road would be at 100% percent cost to contractor.
4. That all the rights, privileges and right-of-ways hereinabove mentioned are by this order duly vested in the said contractor, its successors and assigns, without any further grant or procedure.
5. That contractor shall restore roadway and/or right-of-way to its previous condition; and/or shall pay to Clay County, Texas reasonable compensation for the restoration of said roadway and/or right-of-way.

(check if applicable) an agreed payment as reasonable compensation in the amount of \$200.00 payable by contractor to Clay County, Texas.

Agreed and Accepted:

DN

Contractor

By: owner

Title

STATE OF TEXAS

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COUNTY OF Clay

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Before me, the undersigned authority, on this day personally appeared Donnie Fenoglio, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

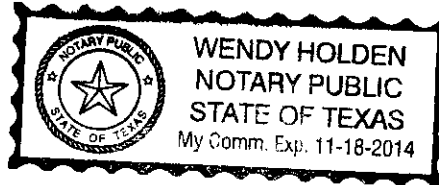
Given under my hand and seal of office this 17 day of January, 2014



Shawna Franklin  
Notary Public in and for \_\_\_\_\_ County, Texas

\* \* \* \*

Kenneth Liggett  
Kenneth Liggett, County Judge



STATE OF TEXAS

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COUNTY OF CLAY

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Before me, the undersigned authority, on this day personally appeared Kenneth Liggett known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 27 day of January, 2014.

Wendy Holden  
Notary Public in and for Clay County, Texas

