PLANNING & ZONING COMMISSION MEETING
TUESDAY, AUGUST 16, 2022, 6:30 P.M.

JUSTIN CITY HALL
415 NORTH COLLEGE STREET

WORK SHOP SESSION AGENDA (6:30 PM)

A. Call to Order and Roll Call.

B. Discuss Potential Training for the Commission.

C. Development Processes Overview.

D. Discussion relating to Landscape Requirements.

E. Discuss future zoning amendments to be recommended to City Council.

F. Briefing regarding the July 26th and August 9th Council Meetings.

G. Discuss Regular Agenda Items.

H. Adjourn.

CONVENE INTO REGULAR SESSION AT 7:30 PM

1. **CALL TO ORDER AND ROLL CALL**

2. **PLEDGE OF ALLEGIANCE**

3. **PUBLIC COMMENT:**

   In order to the business flow and provide all citizens the opportunity to speak, the Planning & Zoning Commission Chair may impose a three-minute limit on any person addressing the Commission. Speaker slips must be completed prior to speaking.

   To allow the public the ability to participate in the public comment portion and not attend the meeting in person, the City allows the following: email comments may be submitted with name and address to the Director of Planning and Development Services by 5:00 pm on Tuesday, July 12, 2022 to mcyr@cityofjustin.com. Staff will

read any received email to Commission during the discussion of this item. **Please identify the agenda item to discuss.**

4. CONSENT ITEMS:

A. Consider approval of the minutes for July 19, 2022.

5. ACTION ITEMS

A. Consider and act upon a recommendation to City Council for a Final Plat legally described as Buddy Hardeman Business Addition Lot 1, Block 4 generally located west from the intersection of FM 156 and Hardeman Blvd.

6. PUBLIC HEARING:

A. Conduct a Public Hearing to hear concerns for or against five new gas wells on the property legally described as A0419A W.A. FERRIS, TR 1, 27.25 ACRES, OLD DCAD TR 4 generally located west from the intersection of Boss Range Road and FM 407.

B. Consider and act upon a recommendation to City Council for five new gas wells on the property legally described as A0419A W.A. FERRIS, TR 1, 27.25 ACRES, OLD DCAD TR 4 generally located west from the intersection of Boss Range Road and FM 407.

7. FUTURE AGENDA ITEMS:

8. ADJOURNMENT:

I, the undersigned authority, do hereby certify that the above notice of the meeting of the City Planning & Zoning Commission of the City of Justin, Texas, is a true and correct copy of the said notice that I posted on the official bulletin board at Justin Municipal Complex, 415 North College Street, Justin, Texas, a place of convenience and readily accessible to the general public at all times.

Said notice has been posted this 12th Day of August 2022 by 5:00 p.m., at least 72 hours preceding the scheduled meeting time.

Attest:

Matthew Cyr

Matthew Cyr, Director of Planning and Development Services

NOTE: THE CITY OF JUSTIN COUNCIL CHAMBERS ROOM IS ACCESSIBLE IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT. THE CITY WILL PROVIDE SIGN LANGUAGE INTERPRETERS FOR THE HEARING IMPAIRED, IF REQUESTED AT LEAST 48 HOURS IN ADVANCE OF THE SCHEDULED MEETING. PLEASE CALL THE CITY DEVELOPMENT SERVICES DEPARTMENT

OFFICE AT 940-648-2541 OR USE TELECOMMUNICATIONS DEVICES FOR THE DEAF (TDD) BY CALLING 1-800-RELAY-TX SO THAT A SIGN LANGUAGE INTERPRETER CAN BE SCHEDULED BY CITY OFFICES.

PLANNING & ZONING COMMISSION

REGULAR MEETING MINUTES
TUESDAY, JULY 19, 2022

JUSTIN CITY HALL
415 NORTH COLLEGE STREET

Members Present:
John Tinsley, David Beck, Tom Cronberger, Lisa Leary, Tory Turner, and Davis Parsons (6:41 P.M.)

Staff Present:
Matt Cyr, Director of Planning and Development Services

WORK SHOP SESSION:

A. Call to Order and Roll Call

Chairman Beck called the work shop session to order at 6:30 p.m.

B. Discuss House Bill 40 (HB-40).

Staff held a discussion with the Commission relating to this item.

C. Discussion relating to Landscape Requirements.

Staff held a discussion with the Commission relating to this item. The Commission mentioned several different items that should be considered when revising the ordinance for commercial properties such as on-center requirements, irrigation times, native tree list, drought tolerant language and tree list.

D. Discuss future zoning amendments to be recommended to City Council.

Staff gave a brief overview of the item to see if the Commission had any future amendments that could be recommended to City Council. The Commission held discussion.

E. Briefing Regarding the June 28th and July 12th Council Meets

Staff gave a briefing to the Commission relating to the Council meetings on June 28th and July 12th.

F. Discuss Regular Agenda Items.

The Commission asked Brooks White several questions pertaining to his applications.

G. Adjourn

Chairman Beck adjourned the work shop session at 7:25 P.M.

1. CALL TO ORDER

Chairman Beck called the meeting to order at 7:31 P.M.

2. PLEDGE OF ALLEGIANCE

The Commission stood for the pledge.

3. PUBLIC COMMENT:

No member of the public provided public comment. No public comment was submitted in writing.

4. CONSENT ITEMS:

A. Consider approval of the minutes for June 21, 2022.

Commissioner Leary motioned to approve the consent agenda.

Commissioner Tinsley seconded.

The motion passed 6/0/0.

5. ACTION ITEMS:

A. Consider and act upon a recommendation to City Council for a zoning change from General Business – Old Town (GB-OT) to Single Family-Old Town (SF-OT) Planned Development for the properties legally described as O T JUSTIN BLK 48 LOT 2, O T JUSTIN BLK 48 LOT 1, DONALD-HARMONSON ADDN BLK 7 LOT 1-6, and DONALD-HARMONSON ADDN BLK 10.

Staff gave a brief presentation of the item.

The Applicants, Brooks White and Indie White, gave a brief explanation of the development.

The Commission held a discussion with the Applicant.

Commissioner Leary made a motion to recommend approval with the condition that no parking signage be added to the perimeter and the Applicant work with Staff for a solution for the overflow of parking in the alley.

Commissioner Tinsley seconded.

The motion passed 5/1/0

6. PUBLIC HEARING :

A. Conduct a Public Hearing for a Replat for the properties legally described as O T JUSTIN BLK 48 LOT 2, O T JUSTIN BLK 48 LOT 1, DONALD-HARMONSON ADDN BLK 7 LOT 1-6, and DONALD-HARMONSON ADDN BLK 10.

Staff gave a brief presentation of the item.

Chairman Beck opened the Public Hearing at 8:10 p.m.

No one came forward to speak.

Chairman Beck closed the Public Hearing at 8:11 p.m.

B. Consider and act upon a recommendation to City Council for a Replat for the properties legally described as O T JUSTIN BLK 48 LOT 2, O T JUSTIN BLK 48 LOT 1, DONALD-HARMONSON ADDN BLK 7 LOT 1-6, and DONALD-HARMONSON ADDN BLK 10.

Commissioner Parsons made a motion to recommend approval of the item as presented.

Commissioner Leary seconded the motion.

The motion passed 5/1/0

C. Conduct a Public Hearing to hear concerns for or against a Site Plan with a variance request to landscaping for the properties legally described as 6th Street Commercial Lots 1-5, Block A. Generally located southwest from the intersection of 6th Street and Topeka Avenue.

Staff gave a brief presentation of the item.

Chairman Beck opened the Public Hearing at 8:21 p.m.

Carla Hardeman, property owner of 600 Colorado Avenue (parcel #178046), came forward and spoke.

Chairman Beck closed the Public Hearing at 8:24 p.m.

D. Consider and act upon a recommendation to City Council for a Site Plan with a variance request to landscaping for the properties legally described as 6th Street Commercial Lots 1-5, Block A. Generally located southwest from the intersection of 6th Street and Topeka Avenue.

Commissioner Parsons recommended approval of the item as presented

Commissioner Cronberger seconded the motion.

The motion passed 6/0/0

E. Conduct a Public Hearing to hear concerns for or against a Replat for a total of two lots legally described Lots 2R-1 and Lots 2R-2. Generally located northwest from the intersection of FM 407 and Collingwood Drive.

Staff gave a brief presentation of the item.

Chairman Beck opened the Public Hearing at 8:27 p.m.

No one came forward and spoke.

Chairman Beck closed the Public Hearing at 8:28p.m.

F. Consider and act upon a recommendation to City Council for a Replat for a total of two lots legally described Lots 2R-1 and Lots 2R-2. Generally located northwest from the intersection of FM 407 and Collingwood Drive.

Commissioner Parsons made a motion to recommend approval of the item as presented.

Commissioner Cronberger seconded the motion.

The motion passed 6/0/0

G. Conduct a Public Hearing to hear concerns for or against amending Chapter 52 and Chapter 10 of the Code of Ordinances relating to Temporary Batch Plants.

Staff gave a brief presentation of the item.

Chairman Beck opened the Public Hearing at 8:43 p.m.

No one came forward and spoke.

Chairman Beck closed the Public Hearing at 8:44 p.m.

H. Consider and act upon a recommendation to City Council to amend Chapter 52 and Chapter 10 of the Code of Ordinances relating to Temporary Batch Plants.

Commissioner Parsons made a motion to recommend approval with conditions.

Commissioner Tinsley made a request to amend the motion to increase residential setbacks to 700' for asphalt batching plants.
Commissioner Parsons accepted the amendment.

The motion passed 6/0/0

7. FUTURE AGENDA ITEMS:

A. Appoint a new Vice-Chair

B. Justin Self Storage Plat

C. Timberbrook Phase 4B Plat

Staff gave a brief presentation on all the items.

The Commission discussed future processes.

8. ADJOURNMENT:

Commissioner Turner motioned to adjourn the meeting.

Chairman Beck seconded.

The motion passed and the meeting was adjourned at 9:02 p.m.

Chair David Beck

Attest:

Matt Cyr, Director of Development Services

JUSTIN
1887

PLANNING & ZONING COMMISSION MEETING
Staff Report
August 16, 2022

STAFF CONTACT: Matt Cyr, Director of Planning and Development Services

PROJECT: Consider and act upon a recommendation to City Council for a Final Plat legally described as Buddy Hardeman Business Addition Lot 1, Block 4 generally located west from the intersection of FM 156 and Hardeman Blvd.

EXECUTIVE SUMMARY: The Applicant, at Staff's request, is proposing to plat the property. Due to infrastructure extensions, the Applicant is required to do so per State Law (Sec. 212.004)

DETAILS: The plat is for the Justin Self Storage development which was approved in October of 2018. There was a zoning amendment requested in April of 2022, which was approved by City Council.

ACTION CONSIDERED:

1) Make a recommendation to City Council to approve, approve with conditions, table with clarification and intent or deny.

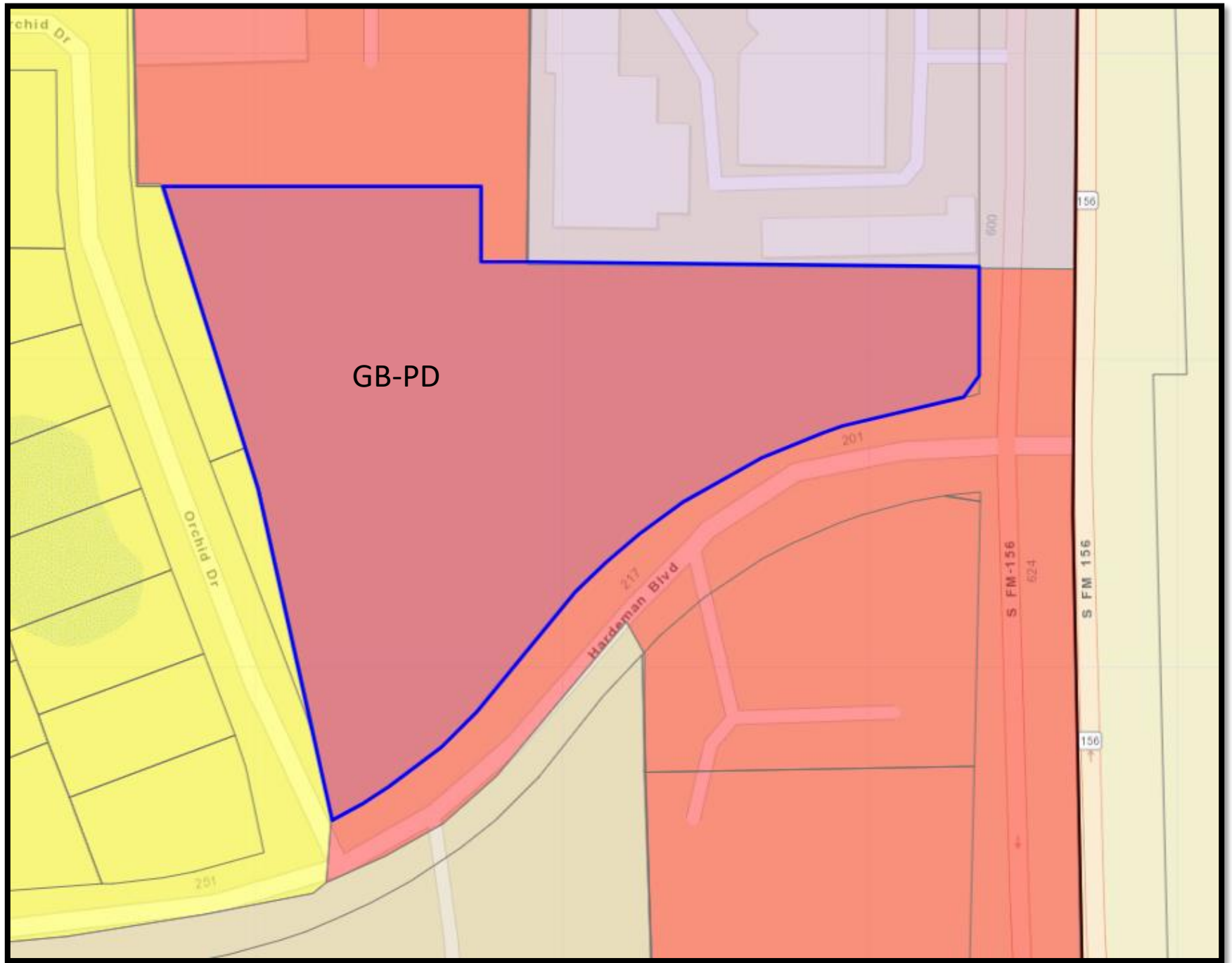
STAFF RECOMMENDATION:

Staff recommends approval of the Plat based on the following:

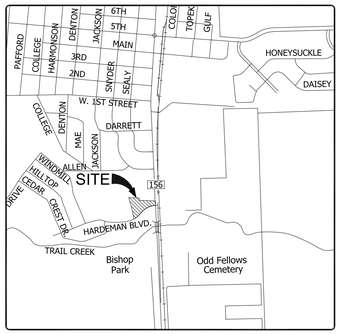
1) Staff has reviewed the plat and has deemed it meets all requisite codes.

ATTACHMENTS:

(A) Map
(B) Proposed Plat


GB-PD
Orchid Dr
Hardeman Blvd
S FM-156
S FM 156
156
201
217
251
600
624





VICINITY MAP
NOT TO SCALE

GENERAL NOTES:

1. All corners are marked with capped 1/2" iron rods stamped "KAZ" unless otherwise noted.

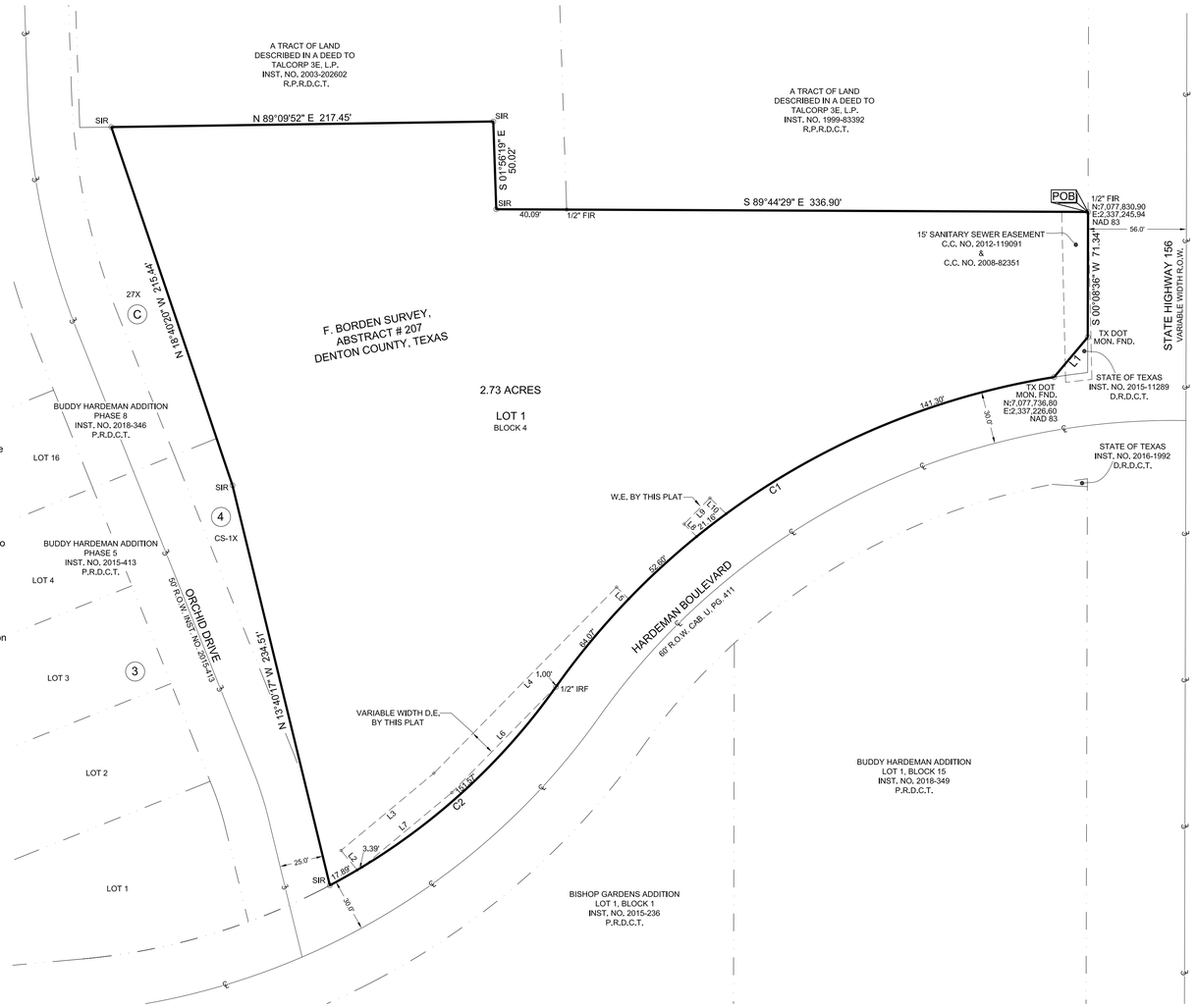
2. Bearings shown hereon are referenced to the Texas Coordinate System of 1983, North Central Zone (4202), and are based on the North American Datum of 1983, 2011 adjustment.

3. FLOOD STATEMENT: I have reviewed the F.E.M.A. Flood Insurance Rate Map for the City of Justin, community number 480778 effective date 4-18-2011 and that map indicates as scaled, that this property is within "Non-Shaded Zone X" defined as "Areas determined to be outside the 0.2% annual chance flood (500-year)" as shown on panel 485 G of said map.

4. Landscaped areas and easements to be maintained by owner.

5. The purpose of this final plat is to create one (1) commercial lot.

6. Any franchised public utility, including the City of Justin, shall have the right to move and keep moved all or part of any building, fences, trees, shrubs, other growths or improvements which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on any of the easements shown on the plat. Any franchised public utility including the City of Justin, shall have the right at all times of ingress and egress to and from and upon said easements for the purposes of constructing, reconstructing, inspection, patrol, maintaining, and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 40°05'41" E	29.75'
L2	S 39°44'26" E	14.48'
L3	N 50°15'34" E	68.77'
L4	N 44°26'27" E	148.53'
L5	S 45°33'33" E	9.66'
L6	S 44°26'27" W	85.51'
L7	S 50°15'34" W	66.18'
L8	N 45°23'21" W	10.08'
L9	N 44°37'26" E	20.96'
L10	S 45°22'34" E	12.92'

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	430.00'	343.05'	334.02'	S 58°06'21" W	45°42'35"
C2	370.00'	172.85'	171.28'	S 48°42'15" W	26°45'58"

WHEREAS the Planning and Zoning Commission of the City of Justin, Texas voted affirmatively on this _____ day of _____, 2022, to recommend approval of this plat by the City Council.

_____
Chairman, Planning and Zoning Commission

_____
Attest: Secretary, Planning and Zoning Commission

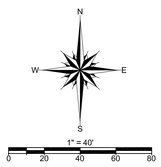
WHEREAS the City Council of the City of Justin, Texas, voted affirmatively on this _____ day of _____, 2022, to approve this plat for filing of record.

_____
Mayor, City of Justin

_____
Attest: City Secretary

LEGEND

TX DOT MON FND = TEXDOT MONUMENT FOUND
NAD 83 = NORTH AMERICAN DATUM 1983
R.P.R.D.C.T. = REAL PROPERTY RECORDS DENTON COUNTY TEXAS
P.R.D.C.T. = PLAT RECORDS DENTON COUNTY TEXAS
D.R.D.C.T. = DEED RECORDS DENTON COUNTY TEXAS
INST. NO. = INSTRUMENT NUMBER
C.C. NO. = COUNTY CLERK NUMBER
POB = POINT OF BEGINNING
FIR = IRON ROD FOUND
SIR = CAPPED IRON ROD SET
R.O.W. = RIGHT OF WAY
D.E. = DRAINAGE EASEMENT
W.E. = WATER EASEMENT
℄ = CENTERLINE



SURVEYOR:
KAZ SURVEYING, INC.
1720 WESTMINSTER STREET
DENTON, TEXAS 76205
PHONE: (940) 382-3446
TBPLS FIRM #10002100

OWNER:
JTX STORAGE, LLC
1102 SHADY REST LANE
CORINTH, TEXAS 76208

ENGINEER:
CRANNELL, CRANNELL & MARTIN ENGINEERING CORPORATION
2570 FM 407, SUITE 209
HIGHLAND VILLAGE, TEXAS 75077
PHONE: (972) 691-6633
TBPE FIRM #605

OWNER'S CERTIFICATION AND DEDICATION

STATE OF TEXAS
COUNTY OF DENTON

WHEREAS JTX STORAGE, LLC, acting by and through the undersigned, its duly authorized agent, is the sole owner of all that certain tract of land situated in the F. Borden Survey, Abstract Number 207, in the City of Justin, Denton County, Texas and being part of a called 2.72 acre tract of land described as Tract "1" in a deed to JTX Storage, LLC, recorded in Instrument Number 2020-120405, Real Property Records, Denton County, Texas, the subject tract being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the Southeast corner of a tract of land described in a deed to Talcorp 3E, LP, recorded in Instrument Number 1999-83392, Real Property Records, Denton County, Texas, and being the Northeast corner of said 2.73 acre tract, same being the Northeast corner of said herein described tract, and being in the West right of way line of State Highway Number 156;

THENCE South 00 degrees 08 minutes 36 seconds West, along said West right of way line, a distance of 71.34 feet to a Texas Department of Transportation monument found at a corner clip at the intersection of said West right of way line of State Highway 156 and the North right of way line of Hardeman Boulevard;

THENCE South 40 degrees 05 minutes 41 seconds West, along said North right of way line, a distance of 29.75 feet to a Texas Department of Transportation monument found in said North right of way, same being at the beginning of a curve to the left;

THENCE continuing along said North right of way line and along said curve to the left, whose chord bears South 58 degrees 06 minutes 21 seconds West, 334.02 feet, having a radius of 430.00 feet, and an arc length of 343.05 feet to a 1/2 inch iron rod found at the beginning of a curve to the right;

THENCE continuing along said North right of way line and along said curve to the right, whose chord bears South 48 degrees 42 minutes 15 seconds West, 171.28 feet, having a radius of 370.00 feet, and an arc length of 172.85 feet to a capped 1/2 inch iron rod set stamped "KAZ" for the Southwest corner of said herein described tract, same being in the intersection of said North right of way line and the East right of way of Orchid Drive;

THENCE North 13 degrees 40 minutes 17 seconds West, departing said North right of way line, a distance of 243.51 feet to a capped 1/2 inch iron rod set stamped "KAZ";

THENCE North 18 degrees 40 minutes 20 seconds West, a distance of 215.44 feet to a capped 1/2 inch iron rod set stamped "KAZ" for the Northwest corner of said herein described tract, same being in the South line of a tract of land described in a deed to Talcorp 3E, L.P., recorded in Instrument Number 2003-202602, Real Property Records, Denton County, Texas;

THENCE North 89 degrees 09 minutes 52 seconds East, along the common line of said herein described tract and said Talcorp tract, a distance of 217.45 feet to a capped 1/2 inch iron rod stamped "KAZ" set in the ell corner of said Talcorp tract, and being the Northernmost Northeast corner of said herein described tract;

THENCE South 01 degree 56 minutes 19 seconds East, continuing along said common line, a distance of 50.02 feet to a capped 1/2 inch iron rod set stamped "KAZ" for the Southernmost Southeast corner of said Talcorp tract;

THENCE South 89 degrees 44 minutes 29 seconds East, passing a 1/2 inch iron rod found at 40.09 feet for the Southeast corner of said Talcorp 3E, L.P. tract, recorded in Instrument Number 2003-202602 and the Southwest corner of said Talcorp 3E, L.P. tract, recorded in Instrument Number 1999-83392 and continuing for a total distance of 336.90 feet to the PLACE OF BEGINNING and containing 2.73 acres of land, more or less.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT JTX STORAGE, LLC, acting by and through the undersigned, its duly authorized agent, does hereby adopt this plat designating the hereinabove described real property as, **BUDDY HARDEMAN BUSINESS ADDITION**, Lot 1, Block 4, an addition to the City of Justin, Denton County, Texas, and does hereby dedicate to the public's use the streets, alleys, rights-of-way, and any other public areas shown on this plat.

_____
Owner's Agent and Title Date

STATE OF TEXAS
COUNTY OF DENTON

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 2022.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF _____
_____ COUNTY

MY COMMISSION EXPIRES ON _____

CERTIFICATE OF SURVEYOR

STATE OF TEXAS
COUNTY OF DENTON

I, KENNETH A. ZOLLINGER, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND AND THAT THE MONUMENTS SHOWN HEREON WERE FOUND OR PLACED WITH CAPPED 1/2" IRON RODS STAMPED "KAZ" UNDER MY DIRECTION AND SUPERVISION IN ACCORDANCE WITH THE ORDINANCES OF THE CITY OF JUSTIN, DENTON COUNTY, TEXAS.

_____
KENNETH A. ZOLLINGER R.P.L.S. # 5312 DATE

STATE OF TEXAS
REGISTERED
KENNETH A. ZOLLINGER
5312
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS
COUNTY OF DENTON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KENNETH A. ZOLLINGER, 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 CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE THIS _____ DAY OF _____ 2022.

_____
NOTARY PUBLIC, DENTON COUNTY, TEXAS.

MY COMMISSION EXPIRES _____.

KAZ SURVEYING
TX FIRM REGISTRATION # 10002100

1720 WESTMINSTER
DENTON, TX 76205
(940)382-3446

JOB NUMBER: 150271-05
DRAWN BY: TK, MLB, DJJ
DATE: 07-11-2022
R.P.L.S.
KENNETH A. ZOLLINGER

FINAL PLAT
BUDDY HARDEMAN BUSINESS ADDITION
LOT 1, BLOCK 4
BEING 2.73 ACRES IN THE F. BORDEN SURVEY, ABSTRACT NUMBER 207, IN THE CITY OF JUSTIN, DENTON COUNTY, TEXAS

Y:\PLATS - KAZ\2015\150271 JUSTIN HARDEMAN BUSINESS ADDITION\DWG\150271 SUBMITTAL 07-11-2022.dwg, 7/14/2022 10:59:09 AM

JUSTIN
1887

PLANNING & ZONING COMMISSION MEETING
Staff Report
August 16, 2022

STAFF CONTACT: Matt Cyr, Director of Planning and Development Services

PROJECT: Conduct a Public Hearing to hear concerns for or against five new gas wells on the property legally described as A0419A W.A. FERRIS, TR 1, 27.25 ACRES, OLD DCAD TR 4 generally located west from the intersection of Boss Range Road and FM 407.

EXECUTIVE SUMMARY: The Applicant is proposing to add five new gas wells on an existing pad with an existing well already in operation located in the Preserve Development.

FENCING:

The ordinance requirements for fencing are the following per Chapter 32 (c):

1) "A chain link fence with slats a minimum of eight feet but not to exceed ten feet in height shall enclose all completed wells and tanks located within a gas well permit area.
2) Gates requirements and other fencing requirements as outlined in section 32-123 shall also be required."

Due to the Preserve Developer's Agreement there will be a 6-8' cedar fence to the north and to the south (see Developer's Agreement in attachments). Due to the Amendment to the Preserve Development, there will be additional screening to the west side of the site pad (see landscape plan in attachments).

The Applicant has agreed to meet this section of the ordinance. Consider requiring a 20' temporary screening of the rig from Public View during the fracturing process. This would help shield sound and construction activity from the Public.

LANDSCAPING:

The ordinance requirements for landscaping per Chapter 32 (d):

"The inspection services provider shall make recommendations regarding specific landscaping requirements as deemed appropriate to the drill site location."

Staff recommends consideration towards placing additional landscaping to the north of the site pad between the Cedar fence and the site pad. The landscaping recommendation is 2 canopy trees, 2 understory trees, and 9 shrubs per every 100'. The 2 canopy trees, 2 understory trees, and 9 shrubs matches the Preserve Development's landscape detail. This would be the Preserve's responsibility, not Bedrock's since it would be outside the site pad.

The Commission and Council can also consider the west side of the site pad for additional landscaping as well.

TRUCK ROUTE/ROADS:

The ordinance requirements for landscaping per Chapter 32 (E):

"Vehicle routes for gas well permit. Vehicles associated with drilling and/or production in excess of three tons shall be restricted to such streets designated as either truck routes or commercial delivery routes by this Code wherever capable of being used. The vehicles shall be operated on a truck route wherever capable of being used; they shall be operated on a commercial delivery route only when it is not possible to use a truck route to fulfill the purpose for which such vehicle is then being operated. Commercial delivery route means any street or highway so designated by the city council for the use by any commercial motor vehicle, truck-tractor, trailer, semi-trailer, or any combination thereof. The operator shall keep thoroughfares throughout the city free from dirt, dust, mud or other debris deposited by vehicles involved in the well drilling or servicing or the pipeline installation process. The operator shall eliminate air, dust, mud or other debris within two hours of notification by the city. If for safety or other reasons, the city elects to perform the removal, the cost of such removal shall be paid by the operator."

The Applicant plans to come down HWY 287 and utilize FM 407 to deliver the trucks and equipment. However, TXDOT will designate the route (see page 9 of supporting documents). Staff has asked the Applicant to enter into a Road Repair Agreement in the event there are trucks and/or equipment that cause damage to the roads. If roads are damaged, which is not expected, the Applicant would be responsible to repair the roads in a timely manner.

WORK HOURS:

According to Chapter 32 (f):

"Work hours for gas well permit. Site development, other than drilling, shall be conducted only between 7:00 a.m. and 8:00 p.m. Truck deliveries of equipment and materials associated with drilling and/or production, well servicing, site preparation and other related work conducted on the well site, shall be limited to between the hours of 7:00 a.m. to 8:00 p.m. except in cases of fires, blowouts, explosions and any other emergencies or where the delivery of equipment is necessary to prevent the cessation of drilling or production."

The Applicant is required to follow these regulations unless actively drilling.

NOISE RESTRICTIONS:

According to Chapter 32 (g):

1. No drilling, producing or other operations shall produce a sound level greater than 78 dB(A) when measured at a distance of 300 feet from the production equipment in question. The noise level shall be the average of sound level meter readings taken consecutively at any given time from four feet above ground level, when measured at a distance of 300 feet from the production equipment. A maximum sound level of 85 dB(A) shall apply to formation fracturing when measured at a distance of 300 feet from the production equipment in question.

2. No person shall operate or permit to be operated in connection with the operation of a producing well (excluding formation fracturing) any engine, compressor or motor-driven machinery of any type which creates a sound level greater than 65 dB(A) when measured at a distance of 300 feet from the well site. The noise level shall be the average of sound level meter readings taken consecutively at any given time from four or more diametrically opposite positions measured at a distance of 300 feet from the well site.

3. Sound level measurements shall be made with a sound level meter conforming, as a minimum, to the requirements of the American National Standards Institute.(4)If sound levels exceed the dB(A) levels cited in subsection (g)(1) and (2) of this subsection, the inspection services provider may require sound reducing mufflers.

   The Applicant has shown they can meet these requirements and will require an inspection onsite to confirm again.

TIMELINE:

The Applicant has provided a timeline of 3-4 months once the work begins until completion. The Applicant will provide additional information at the meeting. **The Applicant plans on doing this work before residents move in the Preserve Development.**

RIG WORK AND SPECS:

The height of the type of rig that will be utilized is somewhere between 136’ and 142’. The fracturing process will take approximately 4 weeks to complete according to the Applicant.

LIGHTING:

Lighting for the workover rig consists of four temporary lights. These are downward facing and shielded as per requirements and are setup on the 4 corners of the work space area. **However, due to the nature of work, the brightness of the lights will still be very noticeable. Due to no residential adjacency, Staff is not concerned regarding the lights.**

ACTION CONSIDERED:

1) Make a recommendation to City Council to approve, approve with conditions, or deny.

STAFF RECOMMENDATION:

Staff recommends approval of the application with considerations to additional landscaping and screening.

ATTACHMENTS:

A) HB-40
B) Preserve DA
C) Supporting Documentation

H.B. No. 40

AN ACT

relating to the exclusive jurisdiction of this state to regulate oil and gas operations in this state and the express preemption of local regulation of those operations.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. The legislature finds that the laws and policy of this state have fostered successful development of oil and gas resources in concert with the growth of healthy and economically vibrant communities for over 100 years. The legislature acknowledges this cooperative progress and that mutual benefit is derived from the statutes already in effect, which provide effective and environmentally sound regulation of oil and gas operations that is so comprehensive and pervasive that the regulation occupies the field, while facilitating the overriding policy objective of this state of fully and effectively exploiting oil and gas resources while protecting the environment and the public's health and safety. The legislature recognizes that in order to continue this prosperity and the efficient management of a key industry in this state, it is in the interest of this state to explicitly confirm the authority to regulate oil and gas operations in this state. The legislature intends that this Act expressly preempt the regulation of oil and gas operations by municipalities and other political subdivisions, which is impliedly preempted by the statutes already in effect.

SECTION 2. Subchapter C, Chapter 81, Natural Resources Code, is amended by adding Section 81.0523 to read as follows:

Sec. 81.0523. EXCLUSIVE JURISDICTION AND EXPRESS PREEMPTION. (a) In this section:

(1) "Commercially reasonable" means a condition that would allow a reasonably prudent operator to fully, effectively, and economically exploit, develop, produce, process, and transport oil and gas, as determined based on the objective standard of a reasonably prudent operator and not on an individualized assessment of an actual operator's capacity to act.

(2) "Oil and gas operation" means an activity associated with the exploration, development, production, processing, and transportation of oil and gas, including drilling, hydraulic fracture stimulation, completion, maintenance, reworking, recompletion, disposal, plugging and abandonment, secondary and tertiary recovery, and remediation activities.

(b) An oil and gas operation is subject to the exclusive jurisdiction of this state. Except as provided by Subsection (c), a municipality or other political subdivision may not enact or enforce an ordinance or other measure, or an amendment or revision of an ordinance or other measure, that bans, limits, or otherwise regulates an oil and gas operation within the boundaries or extraterritorial jurisdiction of the municipality or political subdivision.

(c) The authority of a municipality or other political subdivision to regulate an oil and gas operation is expressly preempted, except that a municipality may enact, amend, or enforce an ordinance or other measure that:

(1) regulates only aboveground activity related to an oil and gas operation that occurs at or above the surface of the ground, including a regulation governing fire and emergency response, traffic, lights, or noise, or imposing notice or reasonable setback requirements;

(2) is commercially reasonable;

(3) does not effectively prohibit an oil and gas operation conducted by a reasonably prudent operator; and

(4) is not otherwise preempted by state or federal law.

(d) An ordinance or other measure is considered prima facie to be commercially reasonable if the ordinance or other measure has been in effect for at least five years and has allowed the oil and gas operations at issue to continue during that period.

SECTION 3. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2015.

_____ _____
President of the Senate Speaker of the House

I certify that H.B. No. 40 was passed by the House on April 20, 2015, by the following vote: Yeas 125, Nays 20, 1 present, not voting.

_____
Chief Clerk of the House

I certify that H.B. No. 40 was passed by the Senate on May 4, 2015, by the following vote: Yeas 24, Nays 7.

_____
Secretary of the Senate

APPROVED: _____
Date

_____
Governor

THE PRESERVE

JUSTIN, TEXAS



DEVELOPMENT DATA

- 6' MASONRY WALL
- 6' TUBULAR STEEL FENCE
- 6' CEDAR FENCE

NOTES:
- MASONRY WALL TO BE USED TO SCREEN BOSS RANGE ROAD AND FARM TO MARKET HIGHWAY
- TUBULAR STEEL FENCE TO BE USED WHERE SHOWN ON PLAN ABOVE.
- CEDAR FENCE TO BE USED WHERE SHOWN ON PLAN ABOVE. ADDITIONALLY TO BE USED BETWEEN LOTS ON THE SIDE AND REAR YARDS.
-LOTS ADJACENT TO GAS WELL LOCATION SHALL HAVE OPTION TO BUILD 6' OR 8' CEDAR FENCE WHERE LOT ABUTS WELL SITE

0 75 150 300 450

N

GOODWIN MARSHALL
CIVIL ENGINEERS – PLANNERS – SURVEYORS
FORT WORTH – PHOENIX – MEMPHIS – DENVER

LDG

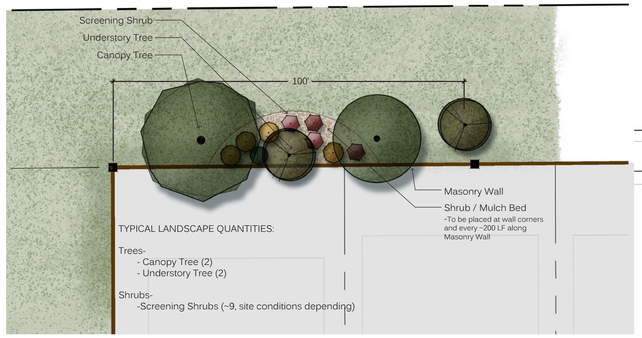
EXHIBIT C-4
FENCING PLAN

JUNE 2021

THE PRESERVE

JUSTIN , TEXAS

TYPICAL 100' LANDSCAPE AREA ALONG ARTERIALS



PLANTING DATA - PHASE 1

Required Landscape

Required:

Canopy Trees	Understory Trees	Shrubs
-392	-392	-980

Provided:

Canopy Tree	Understory Tree	Shrubs
-188	-200	-669

Onsite Landscape:

Required:

Canopy Trees	Understory Trees	Shrubs
-0	-0	-0

Provided:

Canopy Trees	Understory Trees	Shrubs
-119	-148	-1,472

Total Landscape:

Required:

Canopy Trees	Understory Trees	Shrubs
-392	-392	-980

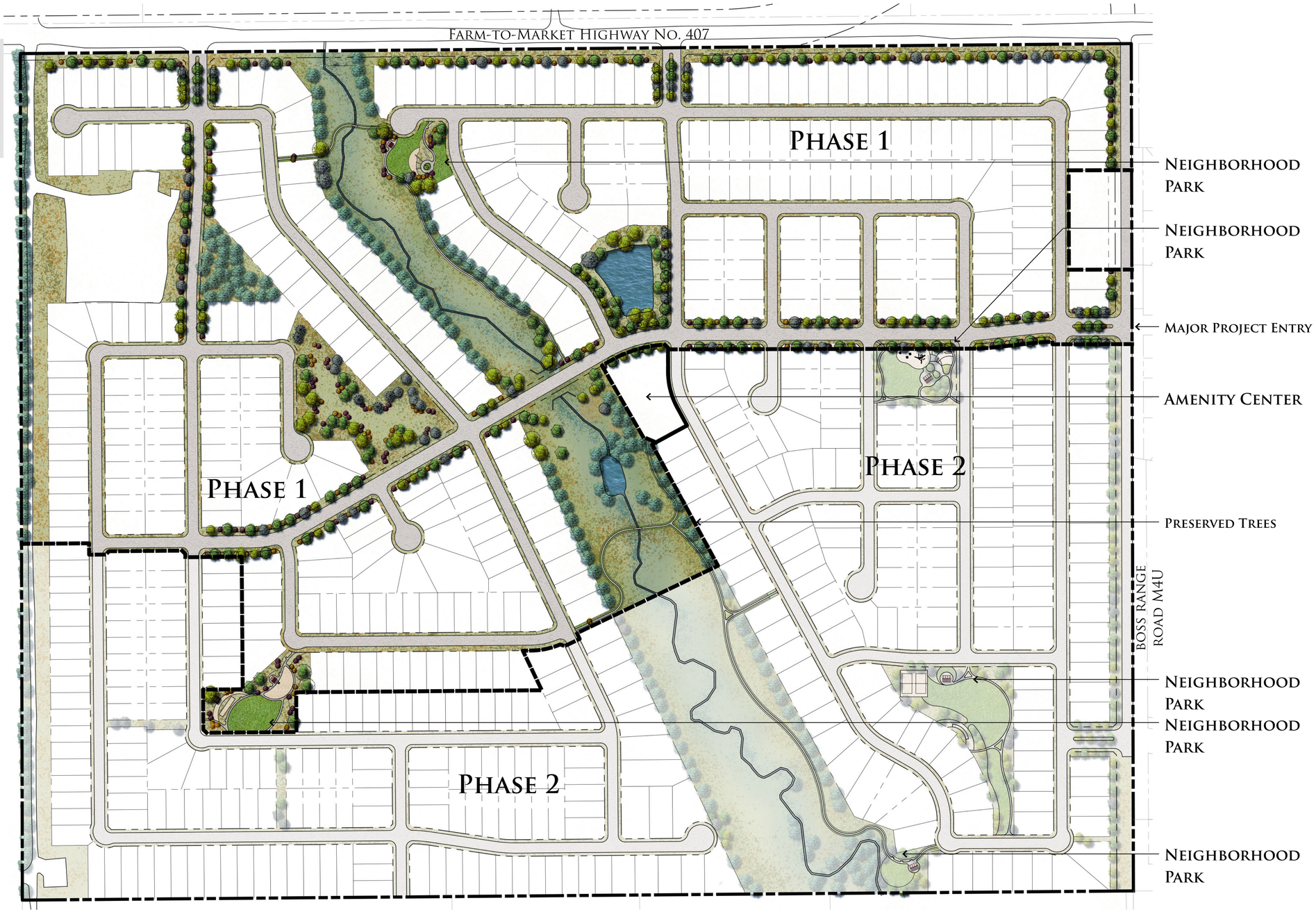
Provided:

Canopy Trees	Understory Trees	Shrubs
-307	-348	-2,141

Preserved Landscape:

Preserved Trees

- >100 Trees Preserved (7 Mature Hardwood Trees Preserved. See Tree Survey)



0 75 150 300 450

N

GOODWIN MARSHALL PLLC
CIVIL ENGINEERS -- PLANNERS -- SURVEY

LDG

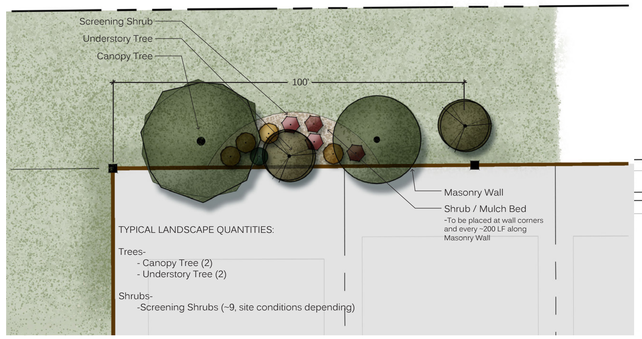
PROPOSED LANDSCAPE PHASE 1

JULY 2022

THE PRESERVE

JUSTIN , TEXAS

TYPICAL 100' LANDSCAPE AREA ALONG ARTERIALS



PLANTING DATA - PHASE 2

Required Landscape

Required:

Canopy Trees	Understory Trees	Shrubs
-62	-62	-186

Provided:

Canopy Tree	Understory Tree	Shrubs
-30	-30	-171

Onsite Landscape:

Required:

Canopy Trees	Understory Trees	Shrubs
-0	-0	-0

Provided:

Canopy Trees	Understory Trees	Shrubs
-66	-76	-450

Total Landscape:

Required:

Canopy Trees	Understory Trees	Shrubs
-62	-62	-186

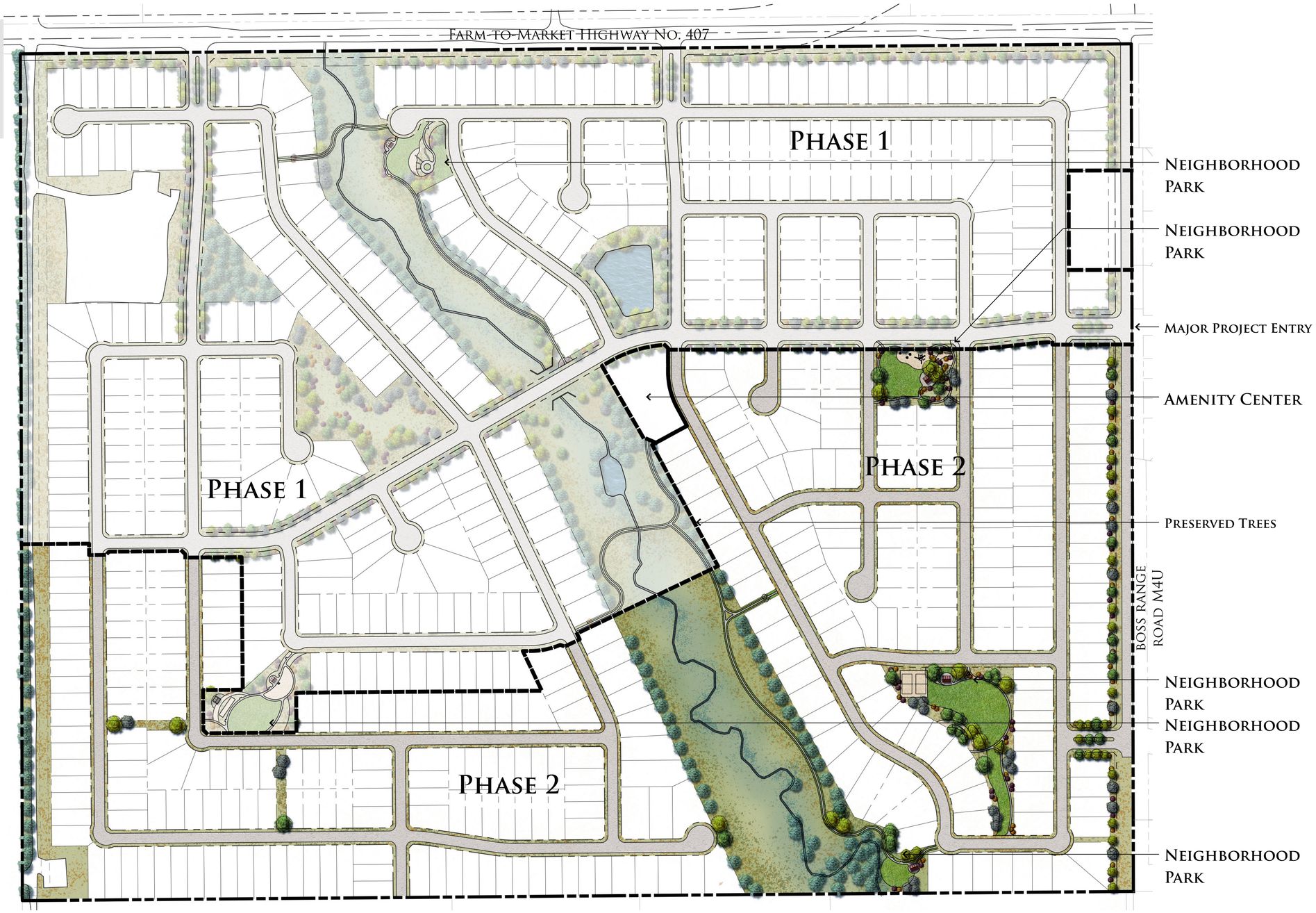
Provided:

Canopy Trees	Understory Trees	Shrubs
-96	-96	-621

Preserved Landscape:

Preserved Trees

- >100 Trees Preserved (46 Mature Hardwood Trees Preserved. See Tree Survey)



0 75 150 300 450

N

GOODWIN & MARSHALL, INC.
CIVIL ENGINEERS ~ PLANNERS ~ SURVEY

LDG

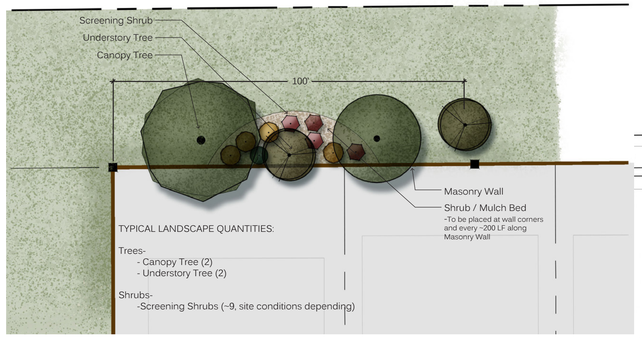
PROPOSED LANDSCAPE PHASE 2

JULY 2022

THE PRESERVE

JUSTIN , TEXAS

TYPICAL 100' LANDSCAPE AREA ALONG ARTERIALS



PLANTING DATA - OVERALL

Required Landscape

Required:

Canopy Trees	Understory Trees	Shrubs
-454	-454	-1,166

Provided:

Canopy Tree	Understory Tree	Shrubs
-218	-230	-840

Onsite Landscape:

Required:

Canopy Trees	Understory Trees	Shrubs
-0	-0	-0

Provided:

Canopy Trees	Understory Trees	Shrubs
-185	-224	-1,922

Total Landscape:

Required:

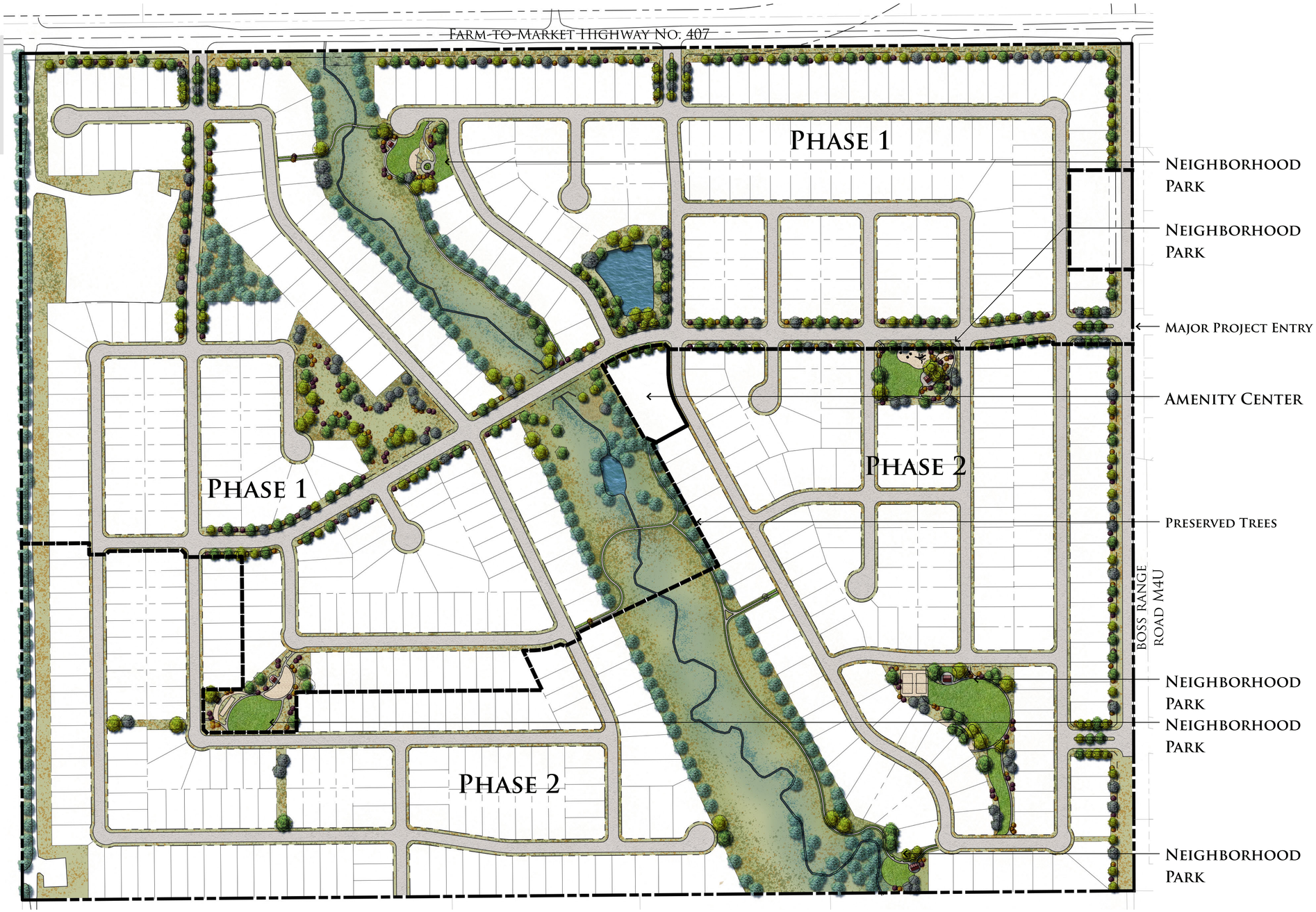
Canopy Trees	Understory Trees	Shrubs
-454	-454	-1,166

Provided:

Canopy Trees	Understory Trees	Shrubs
-403	-454	-2,762

Preserved Landscape:

Preserved Trees
- >200 Trees Preserved (53 Mature Hardwood Trees Preserved. See Tree Survey)



0 75 150 300 450

N

GOODWIN & MARSHALL INC
CIVIL ENGINEERS ~ PLANNERS ~ SURVEY

LDG

PROPOSED LANDSCAPE
OVERALL PROJECT

JULY 2022

NOTES:
1. U.S. STATE PLANE 1983 NCT ZONE 4202, NAD 83, GEOID 12A (CONUS), NAVD 1988.

LEGEND

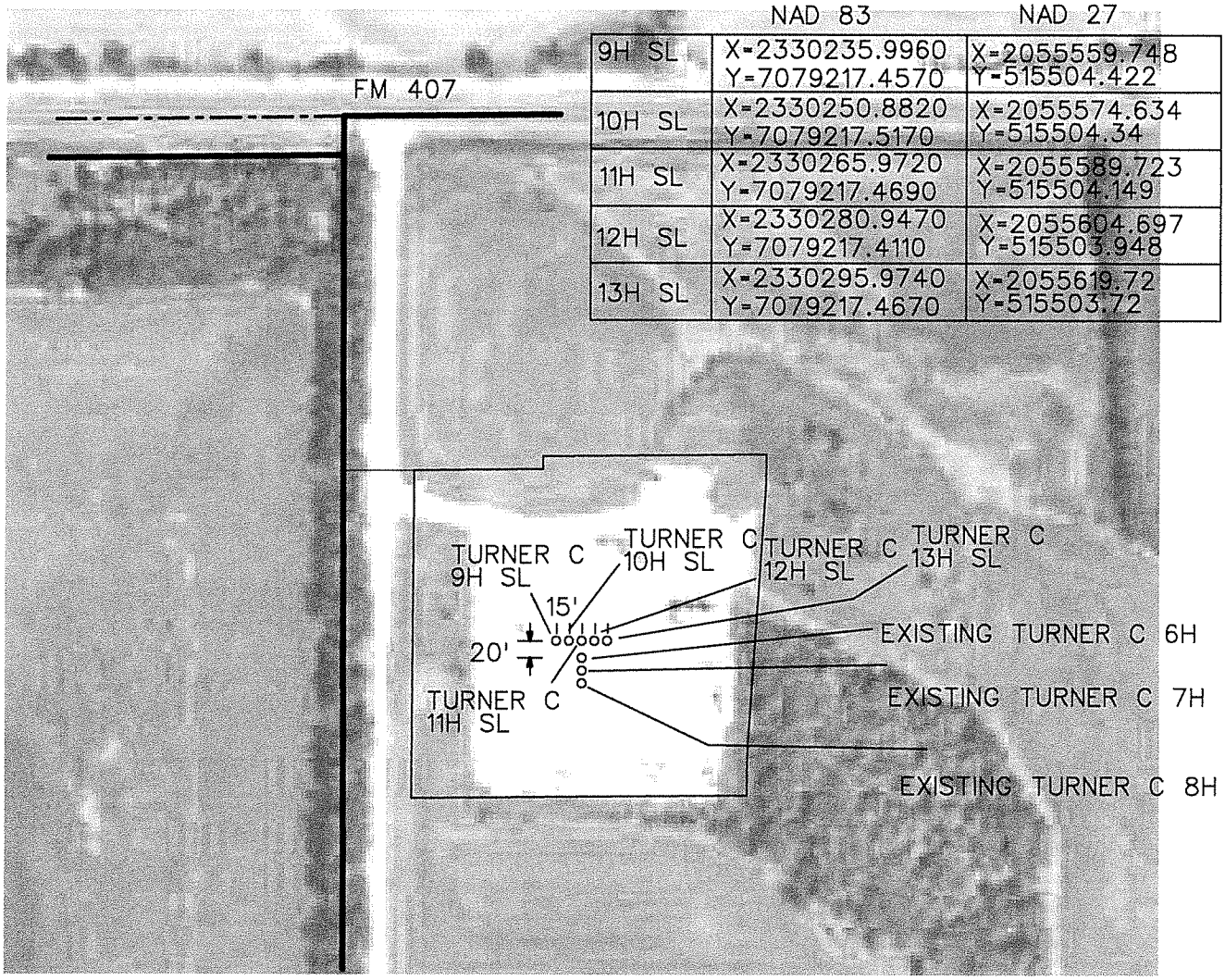
℄ SURVEY LINE

LEASE LINE

TRACT LINE

TURNER C

	NAD 83	NAD 27
9H SL	X=2330235.9960 Y=7079217.4570	X=2055559.748 Y=515504.422
10H SL	X=2330250.8820 Y=7079217.5170	X=2055574.634 Y=515504.34
11H SL	X=2330265.9720 Y=7079217.4690	X=2055589.723 Y=515504.149
12H SL	X=2330280.9470 Y=7079217.4110	X=2055604.697 Y=515503.948
13H SL	X=2330295.9740 Y=7079217.4670	X=2055619.72 Y=515503.72



N

200 0 200 FEET

SCALE: 1" = 200'

STAKE TURNER C WELLS

W. CABLE SURVEY, A-285
DENTON COUNTY, TEXAS
FOR BEDROCK ENERGY PARTNERS

SWAIM ENGINEERING AND SURVEYING
506 N. MASON STREET
BOWIE, TEXAS 76230
PH 940 872-2121; 940 872-5075;
FAX 940 872-4079

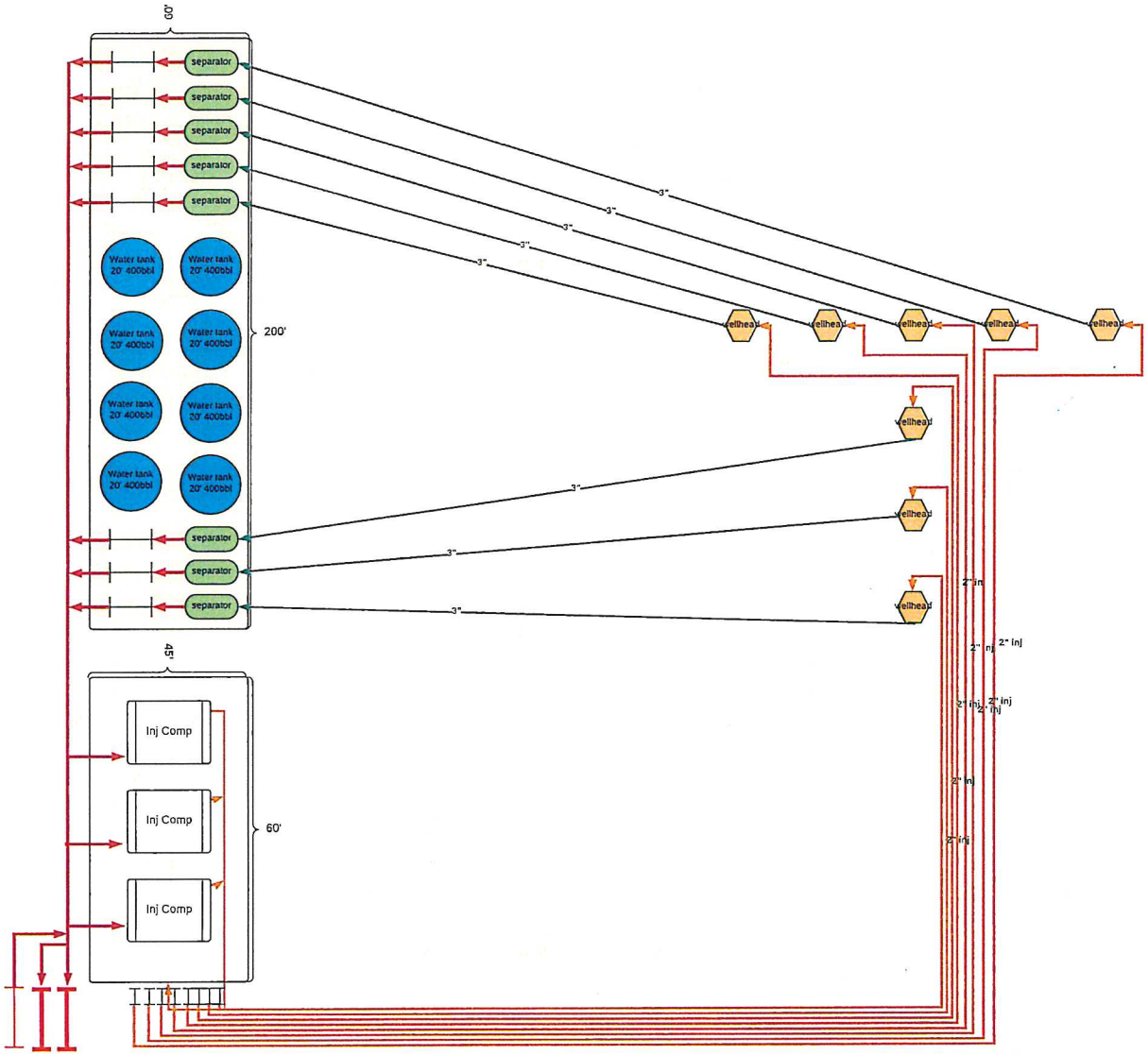
DRAWN: 05-24-22
SHEET STAKE TURNER C WELLS.DGN JOB NO. 22058

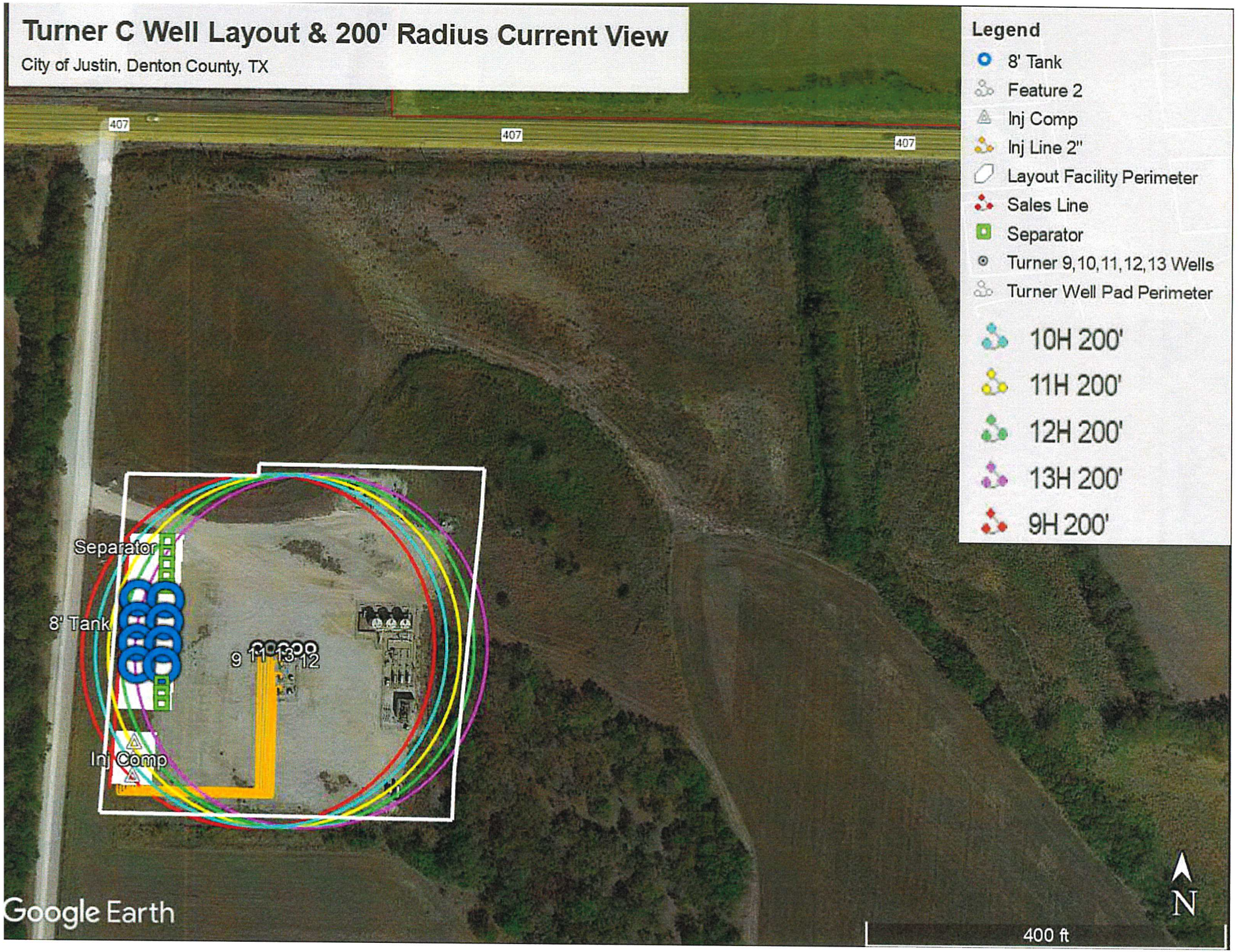
Turner C Pad

Bedrock EP
Bridgeport, Tx

N

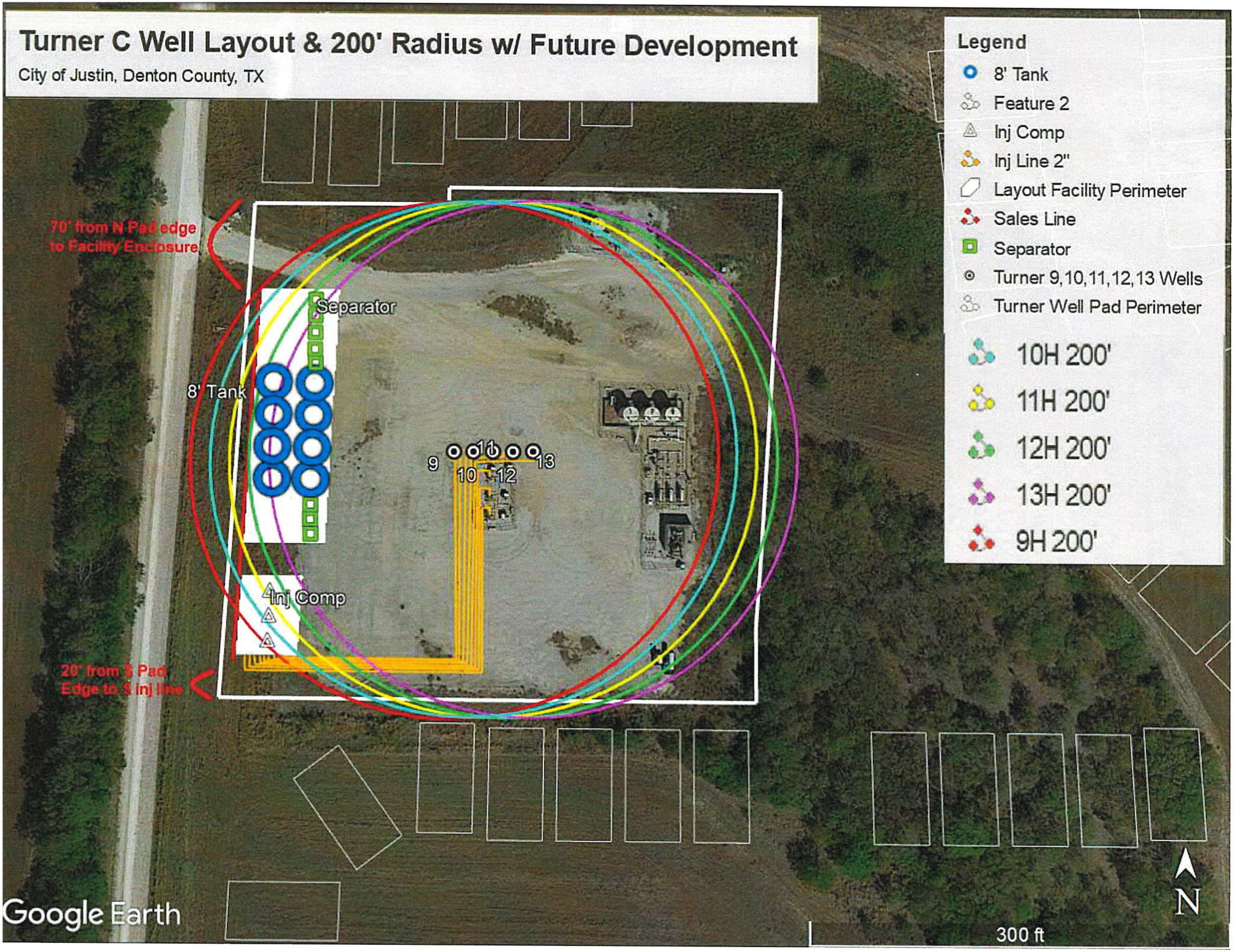
3" Green- wet gas
Red- sales gas
2" Orange- injection gas
Blue- water
Tan- lined containment




Turner C Well Layout & 200' Radius Current View
City of Justin, Denton County, TX
407
407
407
Legend
8' Tank
Feature 2
Inj Comp
Inj Line 2"
Layout Facility Perimeter
Sales Line
Separator
Turner 9,10,11,12,13 Wells
Turner Well Pad Perimeter
10H 200'
11H 200'
12H 200'
13H 200'
9H 200'
Separator
8' Tank
9
11
13
12
Inj Comp
Google Earth
N
400 ft

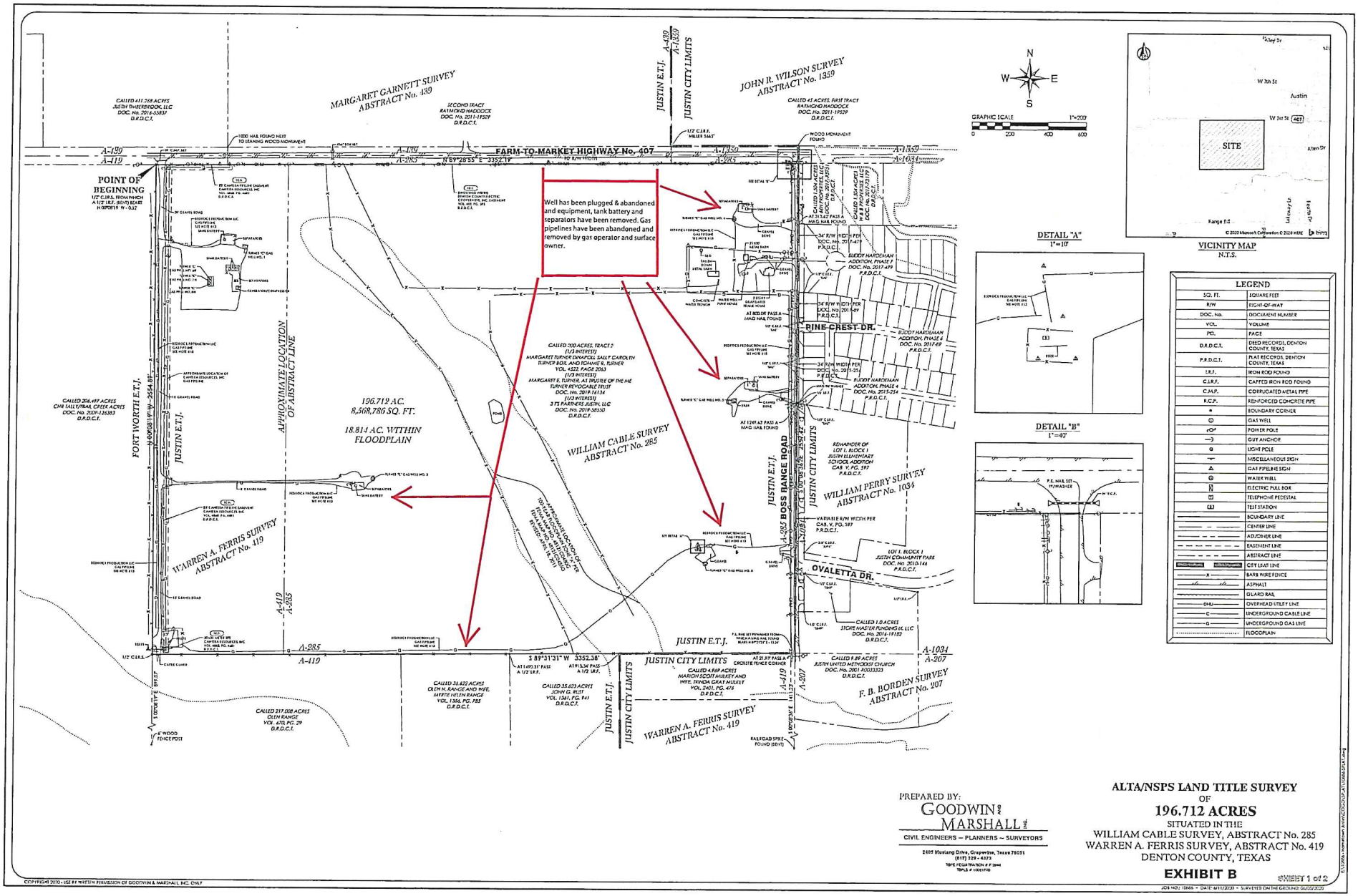
Turner C Well Layout & 200' Radius w/ Future Development

City of Justin, Denton County, TX



Legend

- 8' Tank
- Feature 2
- Inj Comp
- Inj Line 2"
- Layout Facility Perimeter
- Sales Line
- Separator
- Turner 9,10,11,12,13 Wells
- Turner Well Pad Perimeter
- 10H 200'
- 11H 200'
- 12H 200'
- 13H 200'
- 9H 200'



PREPARED BY:
GOODWIN & MARSHALL, INC.
CIVIL ENGINEERS – PLANNERS – SURVEYORS
2405 Mustang Drive, Grapevine, Texas 76051
(817) 329 - 4373
TBPE REGISTRATION # F-2644
TBPLS # 10061900

ALTA/NSPS LAND TITLE SURVEY
OF
196.712 ACRES
SITUATED IN THE
WILLIAM CABLE SURVEY, ABSTRACT No. 285
WARREN A. FERRIS SURVEY, ABSTRACT No. 419
DENTON COUNTY, TEXAS

EXHIBIT B

SHEET 1 of 2

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JOB NO. 170865 - DATE: 4/11/2020 - SURVEYED ON THE GROUND: 03/02/2020

LEGAL DESCRIPTION

All that certain lot, tract, or parcel of land, situated in a portion of the William Cable Survey, Abstract No. 285, the Warren A. Ferris Survey, Abstract No. 419, Denton County, Texas, being part of that certain called 200 acre tract described as Tract 2 in a deed to Margaret Turner Dilworth, Sally Carolyn Turner Box, and Tommie R. Turner recorded in Volume 4522, Page 2063 (as to 1/3 interest), a deed to Margaret E. Turner, as trustee of the ME Turner Revocable Trust recorded in Document No. 2019-143134 (as to 1/3 interest), a deed to 3 Ti Partners Austin, LLC recorded in Document No. 2019-58550 (as to 1/3 interest), of the Deed Records of Denton County, Texas (DRDCT); and being more completely described as follows, to-wit:

BEGINNING at a 1/2" capped iron rod set stamped "GOODWIN & MARSHALL" for the Northeast corner of a called 206.497 acre tract described in a deed to CME Taft/Trail Creek Acres recorded in Document No. 20RM-136363 (ORDCT), being in the South right-of-way line of Farm-to-Market Highway No. 407 (90' right-of-way width), and lying in the West line of said 200 acre tract, from which a 1/2" iron rod found (bent) bears North 00 deg. 08 min. 19 sec. West - 0.52 feet;

THENCE North 89 deg. 28 min. 51 sec. East departing said West line and continue along said South right-of-way line, a distance of 3,352.19 feet to a P.K. nail set with washer stamped "GOODWIN & MARSHALL" in the East line of said 200 acre tract, said point lying in Isle Range Road;

THENCE South 00 deg. 08 min. 36 sec. East departing said South right-of-way line and continue along the East line of said 200 acre tract, at 313.62 feet pass a MAG nail found for the Northwest corner of Buddy Hardeman Addition, Phase 3 recorded in Document No. 2017-479 of the Plat Records of Denton County, Texas (PRDCT), at 800.06 feet pass a MAG nail found for the Southwest corner of Buddy Hardeman Addition, Phase 4 recorded in Document No. 2017-81 (PRDCT), same being the Northwest corner of Buddy Hardeman Addition, Phase 4 recorded in Document No. 2015-254 (PRDCT), at 1,249.83 feet pass a MAG nail found for the Southwest corner of said Buddy Hardeman Addition, Phase 4, continue a total distance of 2,557.62 feet to a P.K. nail set with washer stamped "GOODWIN & MARSHALL" for the Southeast corner of said 200 acre tract and being in the West line of a called 9.89 acre tract described in a deed to Justin United Methodist Church recorded in Document No. 2001-99033253 (ORDCT), from which a MAG nail found bears North 89 deg. 31 min. 31 sec. East - 13.24 feet, and from which a railroad spike found (bent) bears South 00 deg. 08 min. 36 sec. East - 1,411.23 feet;

THENCE South 89 deg. 31 min. 31 sec. West along the South line of said 200 acre tract, at 21.93 feet pass a corner fence corner for the Northeast corner of a called 4.969 acre tract described in a deed to Marion Scott McAfee, et ux recorded in Volume 2681, Page 476 (ORDCT), at 915.54 feet pass a 1/2" iron rod found for the Northwest corner of said 4.969 acre tract, same being the Northeast corner of a called 33.433 acre tract described in a deed to John G. Rust recorded in Volume 1361, Page 941 (ORDCT), at 1,410.31 feet pass a 1/2" iron rod found for the Northeast corner of said 33.433 acre tract, same being the Northeast corner of a called 36.422 acre tract described in a deed to Glenn K. Range, et ux recorded in Volume 1316, Page 785 (ORDCT), continue a total distance of 2,552.28 feet to a 1/2" capped iron rod set stamped "GOODWIN & MARSHALL" for the Southwest corner of said 200 acre tract, the most northerly Northwest corner of a called 217.008 acre tract described in a deed to Glen Range recorded in Volume 670, Page 29 (ORDCT), and being in the East line of before mentioned 206.497 acre tract, from which a 6" wood fence post found for the Southeast corner of said 206.497 acre tract and an all corner of said 217.008 acre tract bears South 00 deg. 08 min. 19 sec. East - 899.07 feet;

THENCE North 00 deg. 08 min. 19 sec. West along the West line of said 200 acre tract and the East line of said 206.497 acre tract, a distance of 2,551.69 feet to the POINT OF BEGINNING, containing 8,585,786 square feet or 196.712 acres of land, more or less.

SCHEDULE "B"

10.f. Easement(s) and rights incidental thereto, as granted in a document;
Granted to: Denton County Electric Cooperative, Inc.
Purpose: As provided in said document
Recording Date: December 1, 1958
Recording No: Volume 472, Page 595, Real Property Records,
Denton County, Texas
Affects: as therein described
(SHOWN, PERTAINS TO ELECTRIC LINES WITHIN 2 FEET OF THE NORTH 3 PROPERTY LINE AND LYING WITHIN THE WILLIAM CABLE SURVEY.)

10.g. Easement(s) and rights incidental thereto, as granted in a document;
Granted to: Lindsay Refining Company
Purpose: As provided in said document
Recording Date: June 1, 1949
Recording No: Volume 347, Page 262, Real Property Records,
Denton County, Texas
Affects: as therein described
(THIS EASEMENT IS BLANKET IN NATURE AND ONLY PERTAINS TO THE PORTION OF THE PROPERTY THAT LIES WITHIN THE WARREN A. FERRIS SURVEY.)

10.h. Easement(s) and rights incidental thereto, as granted in a document;
Granted to: Centera Resources, Inc.
Purpose: As provided in said document
Recording Date: June 28, 2001
Recording No: Volume 4868, Page 4681, Real Property Records,
Denton County, Texas
Affects: as therein described
(SHOWN)

10.i. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated January 3, 2000, by and between Tommie Ross Turner, Jr., as Lessor, and Greg D. Binkley, as Lessee, recorded February 2, 2000 at Volume 4518, Page 1822 of the Official Records of Denton County, Texas. Reference to which instrument is here made for particulars, no further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).
(THE PROPERTY DESCRIBED IN THIS DOCUMENT IS NOT A PART OF THIS SURVEY.)

10.j. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated January 3, 2000, by and between Tommie Ross Turner, Jr., as Lessor, and Greg D. Binkley, as Lessee, recorded February 2, 2000 at Volume 4518, Page 1827 of the Official Records of Denton County, Texas. Reference to which instrument is here made for particulars, no further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).
(THE PROPERTY DESCRIBED IN THIS DOCUMENT IS NOT A PART OF THIS SURVEY.)

10.k. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated January 2, 2000, by and between Sally Carolyn Box, and Tally Turner Box, as Lessor, and Greg D. Binkley, as Lessee, recorded February 2, 2000 at Volume 4518, Page 1837 of the Official Records of Denton County, Texas. Reference to which instrument is here made for particulars, no further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).
(THE PROPERTY DESCRIBED IN THIS DOCUMENT IS NOT A PART OF THIS SURVEY.)

NOTES

1. Bearings are referenced to Texas State Plane Coordinate System, North Central Zone (4202), North American Datum of 1983 as derived from GPS observation. The combined scale factor for this is 0.99986983. The factor is to be applied to any ground coordinate or distance values in order to reduce said values to State Plane grid.
2. According to the Flood Insurance Rate Maps (FIRM) panel 48121C0460G, effective April 18, 2011 and panel 48121C0465G, effective April 18, 2011, this survey is located in Flood Insurance Zone "X" (non-shaded), being defined as areas outside the 0.2% annual chance floodplains and Zone "A", being defined as areas with no Base Flood Elevations determined. Approximate location of flood/ish and/or floodway lines are shown on the survey.
3. All 1/2" iron rod set with yellow plastic caps stamped "Goodwin & Marshall" unless otherwise noted.
4. This survey does not constitute a title search by surveyor. All information regarding record easements, adjoiners, and other documents which might affect the quality of title to tract shown hereon was gained from a title commitment by Commonwealth Land Title Insurance Company, Commitment No. 2000281000129 with an effective date of May 3, 2020 and issued May 15, 2020.
5. This ALTA/NSPS Land Title Survey was prepared specifically for the use of the parties named in the certification and their representatives. Use of this survey is not allowed by others unless expressly permitted in writing in advance by Goodwin and Marshall, Inc. Goodwin and Marshall, Inc. shall have no liability for any unauthorized use of this information without their prior written consent.
6. The word "CERTIFY" or "CERTIFICATE" is an expression of professional opinion regarding the facts of the survey and does not constitute a guarantee, express or implied.
7. Ownership information shown hereon was obtained from the Denton County Central Appraisal District's website and may be inaccurate or as out-dated.
8. The legal description shown hereon is a portion of the real estate recorded in Vol. 4522, Pg. 2063, Doc. No. 2019-143134, and Doc. No. 2019-58550, D.R.D.C.T.
9. Relative to ALTA/NSPS Table "A" Item No. 11, Texas 811 was contacted to mark underground utilities. Utility locate requests may have been ignored or incomplete. Locating excavation, the exact location of underground features cannot be accurately, completely, and reliable depicted. Only visible evidence is shown on the survey. At the request of the client, utility plans were not obtained for this survey.
10. Relative to ALTA/NSPS Table "A" Item No. 16, the Surveyor did not notice any recent earth moving work, building construction, or building additions at the time of survey.
11. Relative to ALTA/NSPS Table "A" Item No. 17, the Surveyor has no knowledge of right of way changes.
12. Relative to ALTA/NSPS Table "A" Item No. 18, no observed markers of wetland delineation were found on the subject tract at time of survey.
13. Approximate location of gas pipeline based on GIS files provided by Bedrock Production, LLC.

SURVEYOR'S CERTIFICATION

TO: Commonwealth Land Title Insurance Company
RLP Justin 198 LLC, a Texas limited liability company
Margaret E. Turner, as Trustee of the ME Turner Revocable Trust
Sally Carolyn Turner Box
3 Ti Partners Austin, LLC

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 minimum standard detail requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 3, 4, 8, 11 (visible utilities only), 13, 16, 17, 18, and 20 of Table A thereof. The field work was completed on June 5, 2020.

John N. Rogers
Registered Professional Land Surveyor No. 6372
Goodwin & Marshall, Inc.
2405 Mustang Drive
Grapevine, Texas 76051
Metro (817) 329-4373
TBPELS Firm No. 10021700

PRELIMINARY, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document. Issued for review 6/11/2020 12:56 PM

PREPARED BY:
GOODWIN & MARSHALL
CIVIL ENGINEERS – PLANNERS – SURVEYORS
2405 Mustang Drive, Grapevine, Texas 76051
(817) 329 - 4373
TBPE #0938 TBPLS/TBPELS #10021700

ALTA/NSPS LAND TITLE SURVEY
OF
196.712 ACRES
SITUATED IN THE
WILLIAM CABLE SURVEY, ABSTRACT No. 285
WARREN A. FERRIS SURVEY, ABSTRACT No. 419
DENTON COUNTY, TEXAS

SHEET 2 of 2

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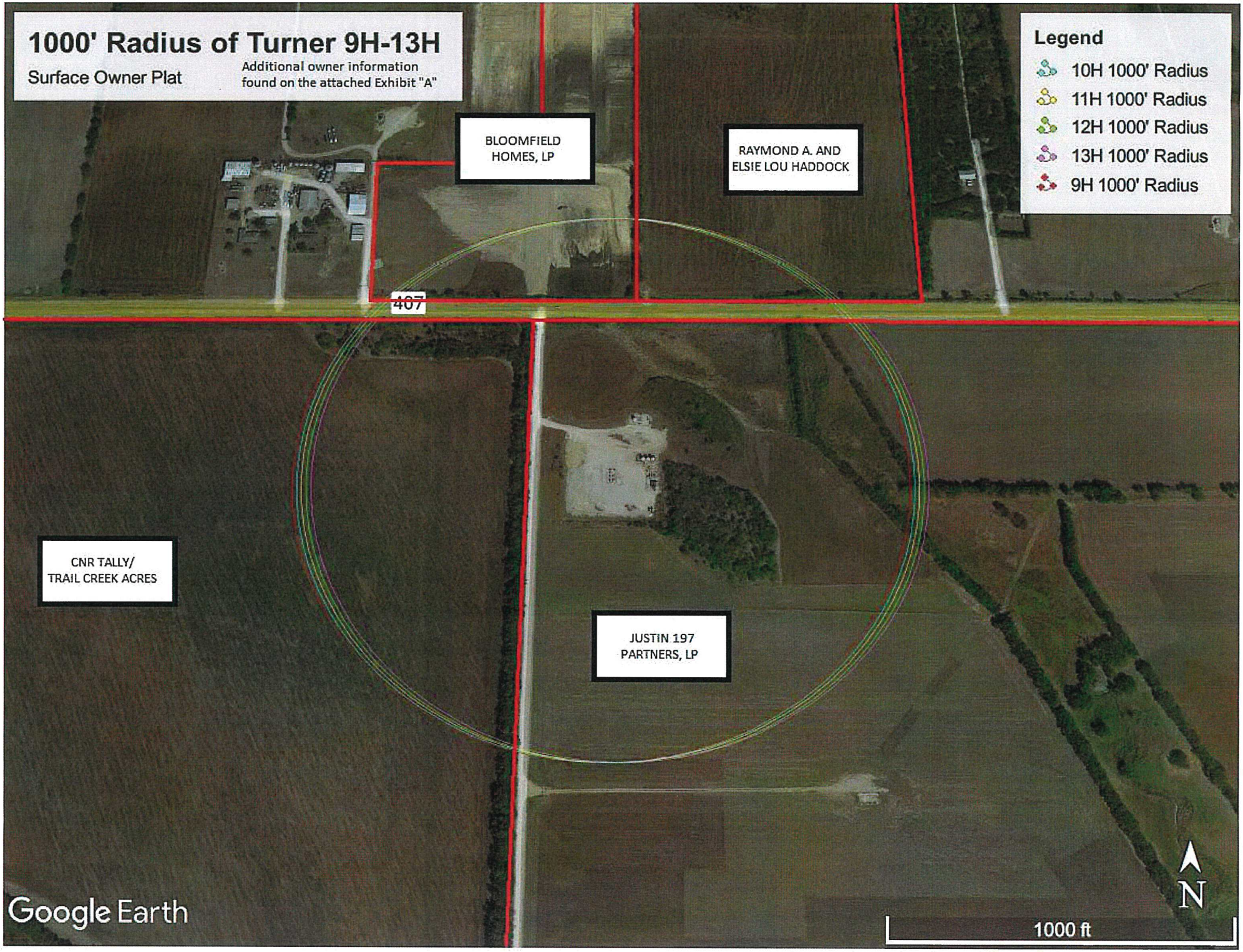
JOB NO. 10044 - DATE: 6/11/2020 - SURVEYED ON THE GROUND 06/05/2020

E:\10044 - Isle Range\ALTA\10044 ALTA.dwg

Surface Owner

contact information

- Bloomfield Homes, LP
    - 1050 E State Highway 114, STE 210
      Southlake, TX 76092-5255
      (972) 877-1508
- Raymond A. and Elsie Lou Haddock
    - 10520 FM 407
      Justin, TX 76247-4411
      (Both are deceased)
- CNR Tally/Trail Creek Acres
    - 2109 Winthrop Hill Rd
      Argyle, TX 76226-2103
- Justin 197 Partners, LP
    - 5055 Keller Springs Rd., STE 500
      Addison, TX 75001-6220


1000' Radius of Turner 9H-13H
Surface Owner Plat
Additional owner information found on the attached Exhibit "A"
Legend
10H 1000' Radius
11H 1000' Radius
12H 1000' Radius
13H 1000' Radius
9H 1000' Radius
BLOOMFIELD HOMES, LP
RAYMOND A. AND ELSIE LOU HADDOCK
407
CNR TALLY/ TRAIL CREEK ACRES
JUSTIN 197 PARTNERS, LP
Google Earth
N
1000 ft

CITY OF JUSTIN GAS WELL PERMIT CHECKLIST ITEM 5 (SEC. 32-49, c, 4)

Bedrock Production, LLC ("Bedrock") has employed the services of a drilling contractor, Mark Prestridge, (the "Contractor") to oversee the drilling of any wells contemplated within this Special Use Permit and future Gas Well Permits (collectively "the Permits") that will be presented to the P&Z Board and City Council Members. Bedrock has not contracted a rig at this time to commence any drilling on this property and will not do so until all proper authorities have accepted and granted the Permits.

Bedrock's Contractor is unable to provide a true route as requested as this time for two (2) reasons.

1. We do not have a rig contracted and therefore are unable to give the Board or the City Council a real description of where the rig will actually come from. The rig could be coming in from Oklahoma, South Texas, West Texas or Possibly in the Fort Worth Basin area. Due to the uncertainty of where the rig will be directed from we are unable to determine a true route to our location at this time.
2. Any rig company that is to be employed by Bedrock prior mobilization, is required to contact the Texas Department of Transportation ("TXDOT"). It is with TXDOT that the rig company is required to coordinate a route to get the rig from the point it will be coming from to the end point. The end point here being our lease also called the Turner Lease.

Bedrock will be sure to notify the City of Justin as soon as a rig contract has been signed and the route the rig will be taking as soon as TXDOT has furnished the preferred/required route that will laid out for Bedrock.

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON A REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

PERMIT NUMBER	DATE PERMIT ISSUED OR AMENDED	DISTRICT
880331	May 25, 2022	09
API NUMBER	FORM W-1 RECEIVED	COUNTY
42-121-34605	May 19, 2022	DENTON
TYPE OF OPERATION	WELLBORE PROFILE(S)	ACRES
NEW DRILL	Horizontal	524.12

OPERATOR 061620

BEDROCK PRODUCTION, LLC

820 GESSNER STE 1100
HOUSTON, TX 77024-0000

NOTICE
This permit and any allowable assigned may be revoked if payment for fee(s) submitted to the Commission is not honored.
District Office Telephone No:
(940) 723-2153

LEASE NAME	WELL NUMBER
TURNER C (AW)	9H
LOCATION	TOTAL DEPTH
1.3 miles W direction from JUSTIN	9000

Section, Block and/or Survey

SECTION ◄ BLOCK ◄ ABSTRACT ◄ 419

SURVEY ◄ FERRIS, W A

DISTANCE TO SURVEY LINES	DISTANCE TO NEAREST LEASE LINE
486 ft. EAST 616 ft. NORTH	ft.
DISTANCE TO LEASE LINES	DISTANCE TO NEAREST WELL ON LEASE
486 ft. EAST 616 ft. NORTH	See FIELD(s) Below

FIELD(s) and LIMITATIONS:

** THIS PERMIT IS GRANTED PURSUANT TO STATEWIDE RULE 37(h)(2)(B) **
CASE NO. 0335118

FIELD NAME / LEASE NAME	ACRES / NEAREST LEASE	DEPTH	WELL # / NEAREST WE	DIST
** NEWARK, EAST (BARNETT SHALE)	524.12	7,500	9H	09
TURNER C (AW)			1	

WELLBORE PROFILE(s) FOR FIELD: Horizontal

RESTRICTIONS:
Permitted for gas only.
Lateral: TH1
Penetration Point Location
Lease Lines: 1184.0 F E L
100.0 F N L
Terminus Location
BH County: DENTON
Section: Block: Abstract: 993
Survey: POLK, M
Lease Lines: 853.0 F E L
240.0 F S L
Survey Lines: 1786.0 F W L
3137.0 F N L

'**' PRECEDING FIELD NAME INDICATES RULE (R37)

THE FOLLOWING RESTRICTIONS APPLY TO ALL FIELDS

This well shall be completed and produced in compliance with applicable special field or statewide spacing and density rules. If this well is to be used for brine mining, underground storage of liquid hydrocarbons in salt formations, or underground storage of gas in salt formations, a permit for that specific purpose must be obtained from Environmental Services prior to construction, including drilling, of the well in accordance with Statewide Rules 81, 95, and 97.

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON A REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

PERMIT NUMBER	DATE PERMIT ISSUED OR AMENDED	DISTRICT
880331	May 25, 2022	09
API NUMBER	FORM W-1 RECEIVED	COUNTY
42-121-34605	May 19, 2022	DENTON
TYPE OF OPERATION	WELLBORE PROFILE(S)	ACRES
NEW DRILL	Horizontal	524.12

OPERATOR 061620

BEDROCK PRODUCTION, LLC

820 GESSNER STE 1100
HOUSTON, TX 77024-0000

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LEASE NAME	WELL NUMBER
TURNER C (AW)	9H
LOCATION	TOTAL DEPTH
1.3 miles W direction from JUSTIN	9000

Section, Block and/or Survey

SECTION ﹤ BLOCK ﹤ ABSTRACT ﹤ 419

SURVEY ﹤ FERRIS, W A

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486 ft. EAST 616 ft. NORTH	ft.
DISTANCE TO LEASE LINES	DISTANCE TO NEAREST WELL ON LEASE
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FIELD(s) and LIMITATIONS:

** THIS PERMIT IS GRANTED PURSUANT TO STATEWIDE RULE 37(h)(2)(B) **
CASE NO. 0335118

FIELD NAME / LEASE NAME	ACRES / NEAREST LEASE	DEPTH	WELL # / NEAREST WE	DIST

This well must comply to the new SWR 3.13 requirements concerning the isolation of any potential flow zones and zones with corrosive formation fluids. See approved permit for those formations that have been identified for the county in which you are drilling the well in.

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

SWR #13 Formation Data

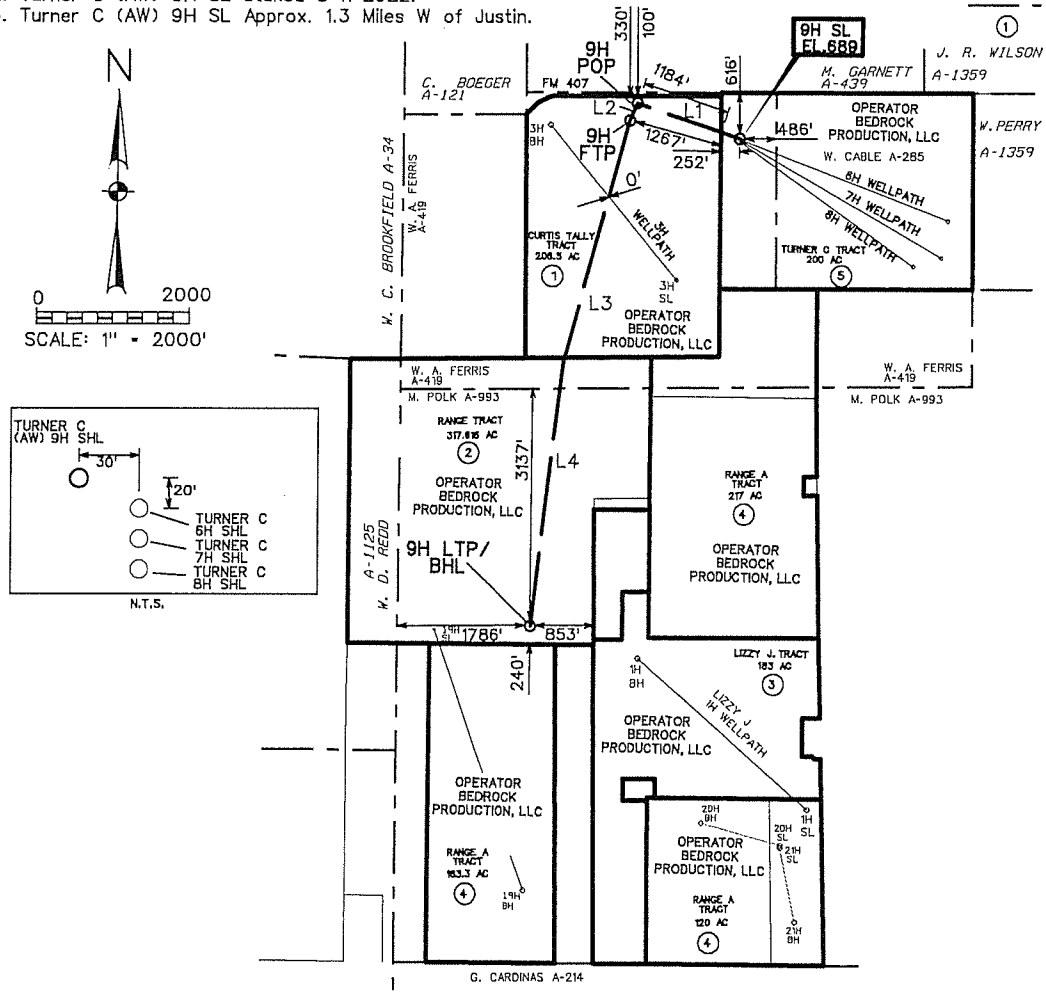
DENTON (121) County

Formation	Remarks	Geological Order	Effective Date
JOHNSON		1	12/17/2013
"GAS LIGHT" GAS ZONE	Krum area, 4 mi. radius North of FM 1173	2	12/17/2013
UNDETERMINED	gas producing zones	3	12/17/2013
STRAWN		4	12/17/2013
CADDO		5	12/17/2013
ATOKA		6	12/17/2013
MARBLE FALLS		7	12/17/2013
CONGLOMERATE		8	12/17/2013
FORESTBERG		9	12/17/2013
BARNETT SHALE		10	12/17/2013
VIOLA LIME		11	12/17/2013
ELLENBURGER		12	12/17/2013

The above list may not be all inclusive, and may also include formations that do not intersect all wellbores. The listing order of the Formation information reflects the general stratigraphic order and relative geologic age. This is a dynamic list subject to updates and revisions. It is the operator's responsibility to make sure that at the time of spudding the well the most current list is being referenced. Refer to the RRC website at the following address for the most recent information.
http://www.rrc.texas.gov/oil-gas/compliance-enforcement/rule-13-geologic-formation-info

NOTES:
1. U.S. State Plane 1927 NCT Zone 4202, NAD 27, Geoid 12A (Conus), NAVD 1988.
2. Turner C (AW) 9H SL staked 5-11-2022.
3. Turner C (AW) 9H SL Approx. 1.3 Miles W of Justin.

LEGEND
- Lease Line
- Survey Line
- ① Tract Number



TURNER C (AW) 9H
WELL PATH

LINE	AZIMUTH	DISTANCE
L1	288.875°	1450'
L2	204.28°	252'
L3	195.351°	3321'
L4	186.975°	3501'
	TOTAL	8524'

TURNER C (AW) 9H

TRACT	ACREAGE	LATERAL PASSAGE
1	206.5	3256'
2	317.616	3570'
TOTAL	524.116	6826'

TURNER C (AW) 9H
(NAD 27)

9H SL — 252' FWL & 616' FNL OF LEASE
486' FEL & 616' FNL SURVEY A-419
N=515504 E=2055560
Lat. = 33.083537° N Long. = 97.318600° W

9H POP — 1184' FEL & 100' FNL OF LEASE
N=515973 E=2054188
Lat. = 33.084833° N Long. = 97.323077° W

9H FTP — 1267' FEL & 330' FNL OF LEASE
N=515743 E=2054084
Lat. = 33.084200° N Long. = 97.323417° W

9H LTP — 853' FEL & 240' FSL OF LEASE
N=509066 E=2052780
Lat. = 33.065853° N Long. = 97.327710° W

9H BHL — 853' FEL & 240' FSL OF LEASE
1786' FWL & 3137' FNL OF SURVEY A-993
N=509066 E=2052780
Lat. = 33.065853° N Long. = 97.327710° W

PERMIT PLAT
TURNER C
(AW) 9H WELL

W.A.FERRIS SURVEY, ABSTRACT 419,
W.CABLE SURVEY, ABSTRACT 285
M.POLK SURVEY, ABSTRACT 993
W.D.REDD SURVEY, ABSTRACT 1125
DENTON COUNTY, TEXAS
FOR BEDROCK PRODUCTION, LLC.

Surveyor Certificate:
This plat represents an actual survey made on the ground under my supervision on , _____ 2022, and is true and correct to the best of my knowledge.

Jason G. Swaim
Registered Professional Land Surveyor
No. 5550, State of Texas

STATE OF TEXAS
REGISTERED
JASON G. SWAIM
5550
PROFESSIONAL
LAND SURVEYOR

SWAIM ENGINEERING AND SURVEYING
506 N. MASON STREET
BOWIE, TEXAS 76230
Ph 940 872-2121; 940 872-5075;
Fax 940 872-4079

DRAWN: 05-18-22
TURNER C (AW) 9H-PP 27-2.DGN Job No. 22058

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON A REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

PERMIT NUMBER	DATE PERMIT ISSUED OR AMENDED	DISTRICT
880342	May 26, 2022	09
API NUMBER	**FORM W-1 RECEIVED**	**COUNTY**
42-121-34606	May 19, 2022	DENTON
TYPE OF OPERATION	**WELLBORE PROFILE(S)**	**ACRES**
NEW DRILL	Horizontal	889.8

OPERATOR 061620

BEDROCK PRODUCTION, LLC

820 GESSNER STE 1100
HOUSTON, TX 77024-0000

NOTICE
This permit and any allowable assigned may be revoked if payment for fee(s) submitted to the Commission is not honored.
District Office Telephone No:
(940) 723-2153

LEASE NAME	WELL NUMBER
TURNER C (AW)	10H
LOCATION	**TOTAL DEPTH**
1.3 miles W direction from JUSTIN	9000

Section, Block and/or Survey

SECTION ◄ BLOCK ◄ ABSTRACT ◄ 419

SURVEY ◄ FERRIS, W A

DISTANCE TO SURVEY LINES	DISTANCE TO NEAREST LEASE LINE
471 ft. EAST 616 ft. NORTH	ft.
DISTANCE TO LEASE LINES	**DISTANCE TO NEAREST WELL ON LEASE**
471 ft. EAST 616 ft. NORTH	See FIELD(s) Below

FIELD(s) and LIMITATIONS:

** THIS PERMIT IS GRANTED PURSUANT TO STATEWIDE RULE 37(h)(2)(B) **
CASE NO. 0335137

FIELD NAME / LEASE NAME	ACRES / NEAREST LEASE	DEPTH	WELL # / NEAREST WE	DIST
** NEWARK, EAST (BARNETT SHALE)	889.80	7,500	10H	09
TURNER C (AW)			1	

WELLBORE PROFILE(s) FOR FIELD: Horizontal

RESTRICTIONS: Tract 4 is non-contiguous. All acreage assigned to this well, from this tract, must be contiguous. Although production from this well only exists in the northern part of tract 4, the full acreage is ok to use. However, acreage may only be assigned to this well from the northern portion of tract 4.
Permitted for gas only.
Lateral: TH1
Penetration Point Location
Lease Lines: 607.0 F E L
100.0 F N L
Terminus Location
BH County: DENTON
Section: Block: Abstract: 993
Survey: POLK, M
Lease Lines: 902.0 F W L
345.0 F S L
Survey Lines: 3563.0 F W L
2776.0 F S L

'**' PRECEDING FIELD NAME INDICATES RULE (R37)

THE FOLLOWING RESTRICTIONS APPLY TO ALL FIELDS

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON A REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

PERMIT NUMBER	DATE PERMIT ISSUED OR AMENDED	DISTRICT
880342	May 26, 2022	09
API NUMBER	FORM W-1 RECEIVED	COUNTY
42-121-34606	May 19, 2022	DENTON
TYPE OF OPERATION	WELLBORE PROFILE(S)	ACRES
NEW DRILL	Horizontal	889.8

OPERATOR 061620

BEDROCK PRODUCTION, LLC

820 GESSNER STE 1100
HOUSTON, TX 77024-0000

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District Office Telephone No:
(940) 723-2153

LEASE NAME	WELL NUMBER
TURNER C (AW)	10H
LOCATION	TOTAL DEPTH
1.3 miles W direction from JUSTIN	9000

Section, Block and/or Survey

SECTION ◄ BLOCK ◄ ABSTRACT ◄ 419

SURVEY ◄ FERRIS, W A

DISTANCE TO SURVEY LINES	DISTANCE TO NEAREST LEASE LINE
471 ft. EAST 616 ft. NORTH	ft.
DISTANCE TO LEASE LINES	DISTANCE TO NEAREST WELL ON LEASE
471 ft. EAST 616 ft. NORTH	See FIELD(s) Below

FIELD(s) and LIMITATIONS:

** THIS PERMIT IS GRANTED PURSUANT TO STATEWIDE RULE 37(h)(2)(B) **
CASE NO. 0335137

FIELD NAME LEASE NAME	ACRES NEAREST LEASE	DEPTH	WELL # NEAREST WE	DIST

This well shall be completed and produced in compliance with applicable special field or statewide spacing and density rules. If this well is to be used for brine mining, underground storage of liquid hydrocarbons in salt formations, or underground storage of gas in salt formations, a permit for that specific purpose must be obtained from Environmental Services prior to construction, including drilling, of the well in accordance with Statewide Rules 81, 95, and 97.

This well must comply to the new SWR 3.13 requirements concerning the isolation of any potential flow zones and zones with corrosive formation fluids. See approved permit for those formations that have been identified for the county in which you are drilling the well in.

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

SWR #13 Formation Data

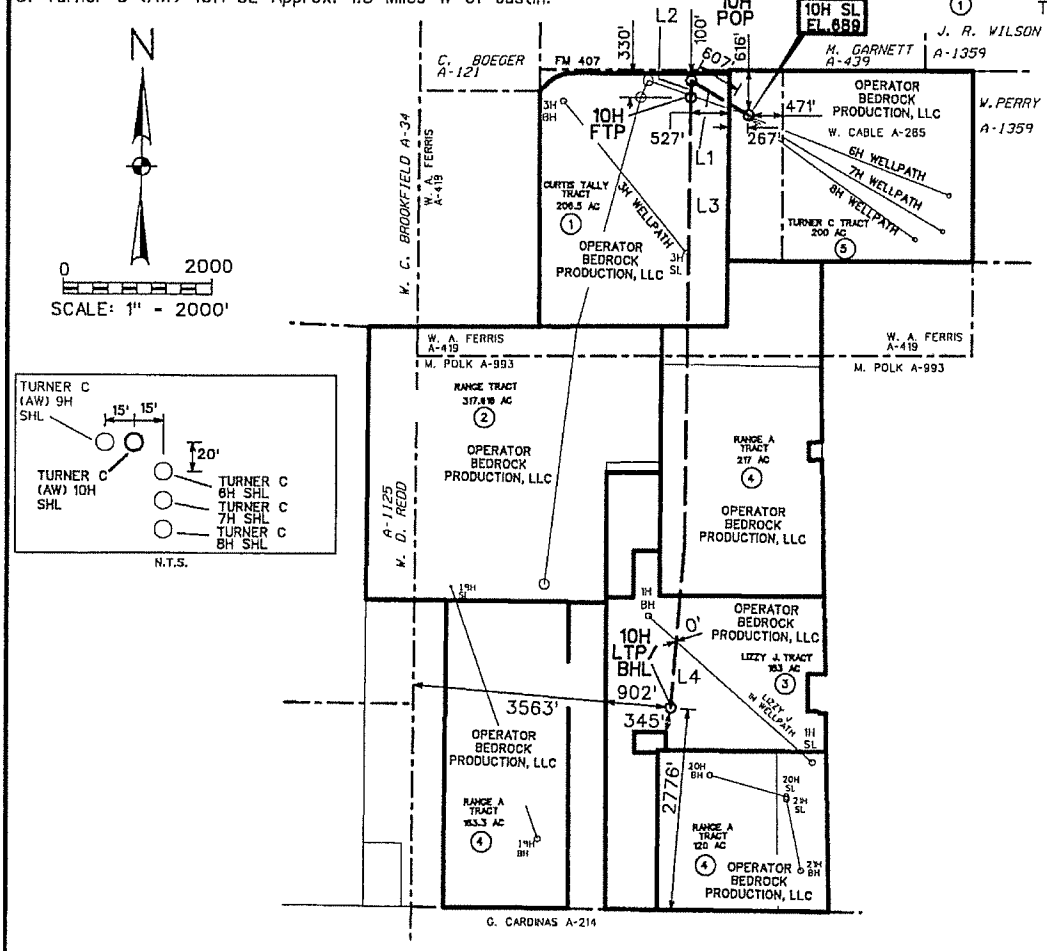
DENTON (121) County

Formation	Remarks	Geological Order	Effective Date
JOHNSON		1	12/17/2013
"GAS LIGHT" GAS ZONE	Krum area, 4 mi. radius North of FM 1173	2	12/17/2013
UNDETERMINED	gas producing zones	3	12/17/2013
STRAWN		4	12/17/2013
CADDO		5	12/17/2013
ATOKA		6	12/17/2013
MARBLE FALLS		7	12/17/2013
CONGLOMERATE		8	12/17/2013
FORESTBERG		9	12/17/2013
BARNETT SHALE		10	12/17/2013
VIOLA LIME		11	12/17/2013
ELLENBURGER		12	12/17/2013

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http://www.rrc.texas.gov/oil-gas/compliance-enforcement/rule-13-geologic-formation-info

NOTES:
1. U.S. State Plane 1927 NCT Zone 4202, NAD 27, Geoid 12A (Conus), NAVD 1988.
2. Turner C (AW) 10H SL staked 5-11-2022.
3. Turner C (AW) 10H SL Approx. 1.3 Miles W of Justin.

LEGEND
Lease Line
Survey Line
① Tract Number



TURNER C (AW) 10H
WELL PATH

LINE	AZIMUTH	DISTANCE
L1	300.862°	916'
L2	181.613°	230'
L3	180.565°	6125'
L4	184.756°	2242'
	TOTAL	9513'

TURNER C (AW) 10H

TRACT	ACREAGE	LATERAL PASSAGE
1	206.5	3127'
4	500.3	3704'
3	183	1536'
TOTAL	889.8	8367'

TURNER C (AW) 10H
(NAD 27)

10H SL — 267' FWL & 616' FNL OF LEASE
471' FEL & 616' FNL SURVEY A-419
N=515504 E=2055575
Lat. = 33.083537° N Long. = 97.318551° W

10H POP — 607' FEL & 100' FNL OF LEASE
N=515974 E=2054788
Lat. = 33.084833° N Long. = 97.321116° W

10H FTP — 527' FEL & 330' FNL OF LEASE
N=515744 E=2054782
Lat. = 33.084201° N Long. = 97.321139° W

10H LTP — 902' FWL & 345' FSL OF LEASE
N=507386 E=2054535
Lat. = 33.061227° N Long. = 97.321990° W

10H BHL — 902' FWL & 345' FSL OF LEASE
3563' FWL & 2776' FSL OF SURVEY A-993
N=507386 E=2054535
Lat. = 33.061227° N Long. = 97.321990° W

PERMIT PLAT
TURNER C
(AW) 10H WELL

W.A.FERRIS SURVEY, ABSTRACT 419,
W.CABLE SURVEY, ABSTRACT 285
M.POLK SURVEY, ABSTRACT 993
W.D.REDD SURVEY, ABSTRACT 1125
DENTON COUNTY, TEXAS
FOR BEDROCK PRODUCTION, LLC.

Surveyor Certificate:
This plat represents an actual survey made on the ground under my supervision on 5-19 2022, and is true and correct to the best of my knowledge.

Jason G. Swaim
Registered Professional Land Surveyor
No. 5550, State of Texas

STATE OF TEXAS
REGISTERED
JASON G. SWAIM
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PROFESSIONAL
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SWAIM ENGINEERING AND SURVEYING
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BOWIE, TEXAS 76230
Ph 940 872-2121; 940 872-5075;
Fax 940 872-4079

DRAWN: 05-19-22
TURNER C (AW) 10H-PP 27-3.DGN Job No. 22058

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON A REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

PERMIT NUMBER	DATE PERMIT ISSUED OR AMENDED	DISTRICT
880343	May 26, 2022	09
API NUMBER	**FORM W-1 RECEIVED**	**COUNTY**
42-121-34607	May 19, 2022	DENTON
TYPE OF OPERATION	**WELLBORE PROFILE(S)**	**ACRES**
NEW DRILL	Horizontal	889.8

OPERATOR 061620

BEDROCK PRODUCTION, LLC

820 GESSNER STE 1100
HOUSTON, TX 77024-0000

NOTICE
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District Office Telephone No:
(940) 723-2153

LEASE NAME	WELL NUMBER
TURNER C (AW)	11H
LOCATION	**TOTAL DEPTH**
1.3 miles W direction from JUSTIN	9000

Section, Block and/or Survey

SECTION ◄ BLOCK ◄ ABSTRACT ◄ 419

SURVEY ◄ FERRIS, W A

DISTANCE TO SURVEY LINES	DISTANCE TO NEAREST LEASE LINE
456 ft. EAST 616 ft. NORTH	ft.
DISTANCE TO LEASE LINES	**DISTANCE TO NEAREST WELL ON LEASE**
456 ft. EAST 616 ft. NORTH	See FIELD(s) Below

FIELD(s) and LIMITATIONS:

** THIS PERMIT IS GRANTED PURSUANT TO STATEWIDE RULE 37(h)(2)(B) **
CASE NO. 0335138

FIELD NAME / LEASE NAME	ACRES / NEAREST LEASE	DEPTH	WELL # / NEAREST WE	DIST
** NEWARK, EAST (BARNETT SHALE)	889.80	7,500	11H	09
TURNER C (AW)			1	

WELLBORE PROFILE(s) FOR FIELD: Horizontal

RESTRICTIONS:
```
Tract 4 is non-contiguous. Production exists from this well in both portions of tract 4.
Acreage assigned from this tract will come from both portions.
Permitted for gas only.
Lateral: TH1
Penetration Point Location
  Lease Lines:        13.0 F E L
                     797.0 F N L
Terminus Location
  BH County: DENTON
  Section:              Block:              Abstract: 993
  Survey: POLK, M
  Lease Lines:       598.0 F W L
                     409.0 F S L
  Survey Lines:     4033.0 F W L
                     409.0 F S L
```

' ** ' PRECEDING FIELD NAME INDICATES RULE (R37)

THE FOLLOWING RESTRICTIONS APPLY TO ALL FIELDS

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON A REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

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TYPE OF OPERATION	WELLBORE PROFILE(S)	ACRES
NEW DRILL	Horizontal	889.8

OPERATOR 061620

BEDROCK PRODUCTION, LLC

820 GESSNER STE 1100
HOUSTON, TX 77024-0000

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(940) 723-2153

LEASE NAME	WELL NUMBER
TURNER C (AW)	11H
LOCATION	TOTAL DEPTH
1.3 miles W direction from JUSTIN	9000

Section, Block and/or Survey

SECTION ◄ BLOCK ◄ ABSTRACT ◄ 419

SURVEY ◄ FERRIS, W A

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456 ft. EAST 616 ft. NORTH	ft.
DISTANCE TO LEASE LINES	DISTANCE TO NEAREST WELL ON LEASE
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FIELD NAME / LEASE NAME	ACRES / NEAREST LEASE	DEPTH	WELL # / NEAREST WE	DIST

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RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION
SWR #13 Formation Data

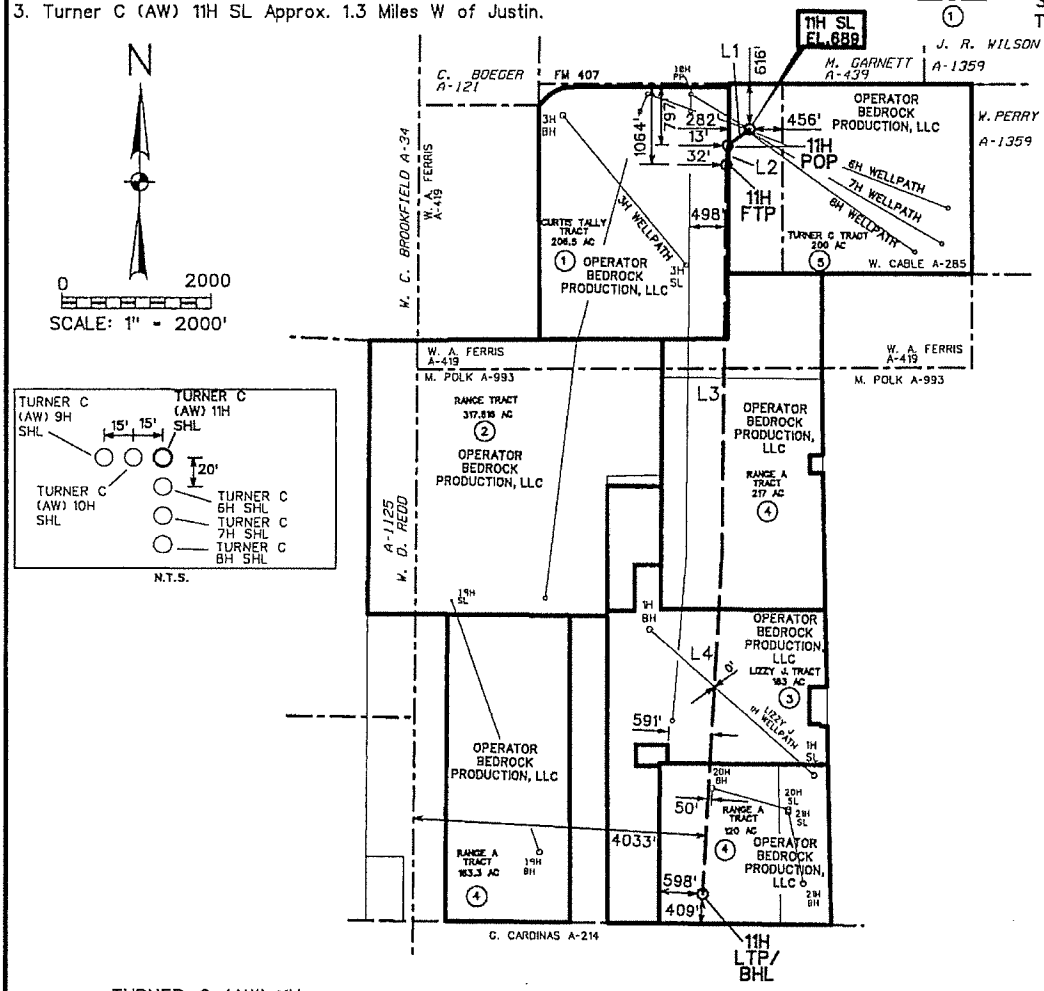
DENTON (121) County

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STRAWN		4	12/17/2013
CADDO		5	12/17/2013
ATOKA		6	12/17/2013
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BARNETT SHALE		10	12/17/2013
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NOTES:
1. U.S. State Plane 1927 NCT Zone 4202, NAD 27, Geoid 12A (Conus), NAVD 1988.
2. Turner C (AW) 11H SL staked 5-11-2022.
3. Turner C (AW) 11H SL Approx. 1.3 Miles W of Justin.

LEGEND
Lease Line
Survey Line
① Tract Number



TURNER C (AW) 11H
WELL PATH

LINE	AZIMUTH	DISTANCE
L1	232.687°	373'
L2	267.83°	268'
L3	180.596°	5291'
L4	183.192°	4723'
	TOTAL	10655'

TURNER C (AW) 11H

TRACT	ACREAGE	LATERAL PASSAGE
1	206.5	2390'
4	500.3	5498'
3	183	2127'
TOTAL	889.8	10015'

TURNER C (AW) 11H
(NAD 27)

11H SL — 282' FWL & 616' FNL OF LEASE
456' FEL & 616' FNL SURVEY A-419
N=515504 E=2055590
Lat. = 33.083538° N Long. = 97.318501° W

11H POP — 13' FEL & 797' FNL OF LEASE
N=515278 E=2055293
Lat. = 33.082916° N Long. = 97.319472° W

11H FTP — 32' FEL & 1064' FNL OF LEASE
N=515011 E=2055272
Lat. = 33.082183° N Long. = 97.319542° W

11H LTP — 598' FWL & 409' FSL OF LEASE
N=505004 E=2054954
Lat. = 33.054678° N Long. = 97.320636° W

11H BHL — 598' FWL & 409' FSL OF LEASE
4033' FWL & 409' FSL OF SURVEY A-993
N=505004 E=2054954
Lat. = 33.054678° N Long. = 97.320636° W

PERMIT PLAT
TURNER C
(AW) 11H WELL

W.A.FERRIS SURVEY, ABSTRACT 419,
W.CABLE SURVEY, ABSTRACT 285
M.POLK SURVEY, ABSTRACT 993
W.D.REDD SURVEY, ABSTRACT 1125
DENTON COUNTY, TEXAS
FOR BEDROCK PRODUCTION, LLC.

Surveyor Certificate:
This plat represents an actual survey made on the ground under my supervision on 5-11-2022, and is true and correct to the best of my knowledge.

Jason G. Swaim
Registered Professional Land Surveyor
No. 5550, State of Texas

STATE OF TEXAS
REGISTERED
JASON G. SWAIM
5550
PROFESSIONAL
LAND SURVEYOR

SWAIM ENGINEERING AND SURVEYING
506 N. MASON STREET
BOWIE, TEXAS 76230
Ph 940 872-2121; 940 872-5075;
Fax 940 872-4079

DRAWN: 05-19-22
TURNER C (AW) 11H-PP 27 3.DGN
Job No. 22058

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON A REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

PERMIT NUMBER	DATE PERMIT ISSUED OR AMENDED	DISTRICT
880349	May 26, 2022	09
API NUMBER	FORM W-1 RECEIVED	COUNTY
42-121-34608	May 19, 2022	DENTON
TYPE OF OPERATION	WELLBORE PROFILE(S)	ACRES
NEW DRILL	Horizontal	883.3

OPERATOR 061620

BEDROCK PRODUCTION, LLC

820 GESSNER STE 1100
HOUSTON, TX 77024-0000

NOTICE
This permit and any allowable assigned may be revoked if payment for fee(s) submitted to the Commission is not honored.
District Office Telephone No:
(940) 723-2153

LEASE NAME	WELL NUMBER
TURNER C (AW)	12H
LOCATION	TOTAL DEPTH
1.3 miles W direction from JUSTIN	9000

Section, Block and/or Survey

SECTION ◄ BLOCK ◄ ABSTRACT ◄ 419

SURVEY ◄ FERRIS, W A

DISTANCE TO SURVEY LINES	DISTANCE TO NEAREST LEASE LINE
441 ft. EAST 616 ft. NORTH	ft.
DISTANCE TO LEASE LINES	DISTANCE TO NEAREST WELL ON LEASE
441 ft. EAST 616 ft. NORTH	See FIELD(s) Below

FIELD(s) and LIMITATIONS:

** THIS PERMIT IS GRANTED PURSUANT TO STATEWIDE RULE 37(h)(2)(B) **
CASE NO. 0335139

FIELD NAME / LEASE NAME	ACRES / NEAREST LEASE	DEPTH	WELL # / NEAREST WE	DIST
** NEWARK, EAST (BARNETT SHALE)	883.30	7,500	12H	09
TURNER C (AW)			1	

WELLBORE PROFILE(s) FOR FIELD: Horizontal

RESTRICTIONS:
Tract 4 is non-contiguous. Production exists from this well in both portions of tract 4.
Acreage assigned from this tract will come from both portions.
Permitted for gas only.
Lateral: TH1
Penetration Point Location
Lease Lines: 449.0 F W L
994.0 F N L
Terminus Location
BH County: DENTON
Section: Block: Abstract: 993
Survey: POLK, M
Lease Lines: 1170.0 F W L
397.0 F S L
Survey Lines: 4563.0 F W L
397.0 F S L

'**' PRECEDING FIELD NAME INDICATES RULE (R37)

THE FOLLOWING RESTRICTIONS APPLY TO ALL FIELDS

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON A REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

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42-121-34608	May 19, 2022	DENTON
TYPE OF OPERATION	WELLBORE PROFILE(S)	ACRES
NEW DRILL	Horizontal	883.3

OPERATOR 061620

BEDROCK PRODUCTION, LLC

820 GESSNER STE 1100
HOUSTON, TX 77024-0000

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District Office Telephone No:
(940) 723-2153

LEASE NAME	WELL NUMBER
TURNER C (AW)	12H
LOCATION	TOTAL DEPTH
1.3 miles W direction from JUSTIN	9000

Section, Block and/or Survey

SECTION ◄ BLOCK ◄ ABSTRACT ◄ 419

SURVEY ◄ FERRIS, W A

DISTANCE TO SURVEY LINES	DISTANCE TO NEAREST LEASE LINE
441 ft. EAST 616 ft. NORTH	ft.
DISTANCE TO LEASE LINES	DISTANCE TO NEAREST WELL ON LEASE
441 ft. EAST 616 ft. NORTH	See FIELD(s) Below

FIELD(s) and LIMITATIONS:

** THIS PERMIT IS GRANTED PURSUANT TO STATEWIDE RULE 37(h)(2)(B) **
CASE NO. 0335139

FIELD NAME / LEASE NAME	ACRES / NEAREST LEASE	DEPTH	WELL # / NEAREST WE	DIST

This well shall be completed and produced in compliance with applicable special field or statewide spacing and density rules. If this well is to be used for brine mining, underground storage of liquid hydrocarbons in salt formations, or underground storage of gas in salt formations, a permit for that specific purpose must be obtained from Environmental Services prior to construction, including drilling, of the well in accordance with Statewide Rules 81, 95, and 97.

This well must comply to the new SWR 3.13 requirements concerning the isolation of any potential flow zones and zones with corrosive formation fluids. See approved permit for those formations that have been identified for the county in which you are drilling the well in.

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

SWR #13 Formation Data

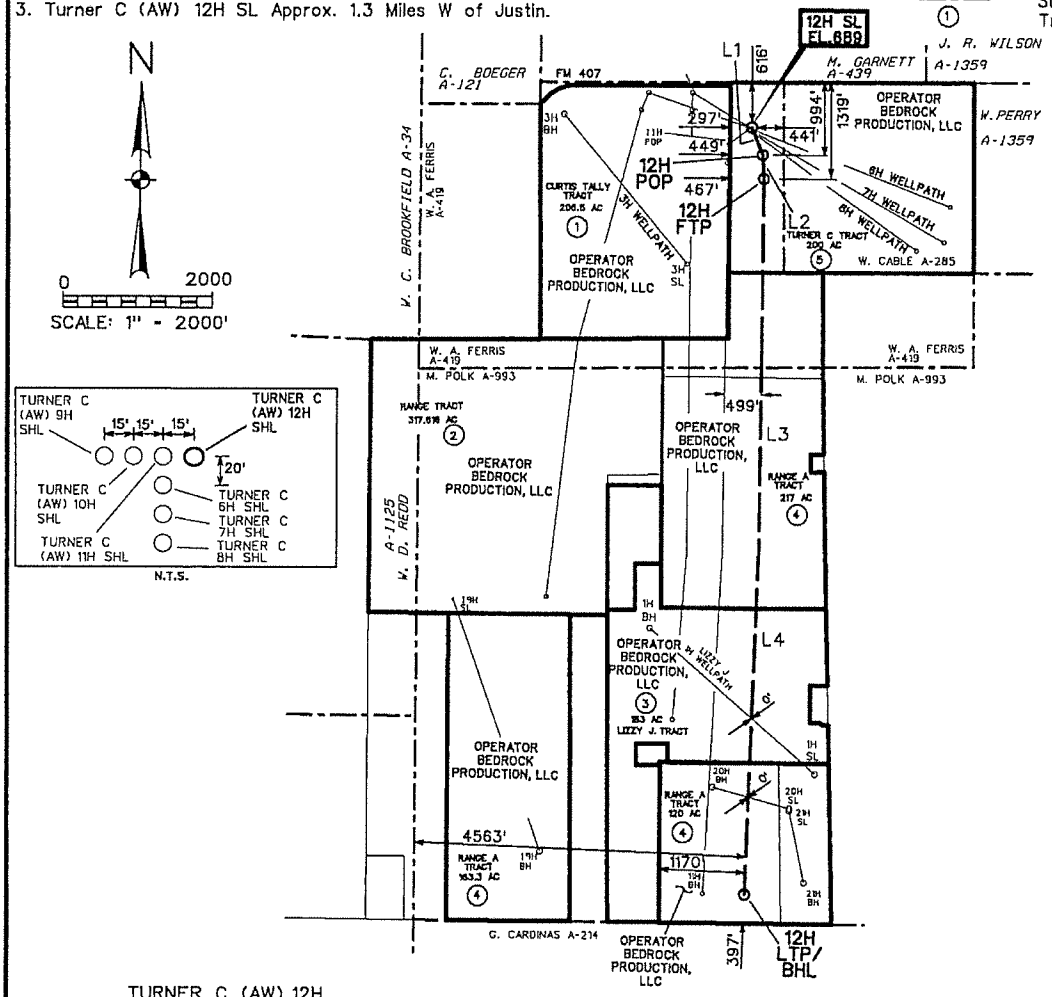
DENTON (121) County

Formation	Remarks	Geological Order	Effective Date
JOHNSON		1	12/17/2013
"GAS LIGHT" GAS ZONE	Krum area, 4 mi. radius North of FM 1173	2	12/17/2013
UNDETERMINED	gas producing zones	3	12/17/2013
STRAWN		4	12/17/2013
CADDO		5	12/17/2013
ATOKA		6	12/17/2013
MARBLE FALLS		7	12/17/2013
CONGLOMERATE		8	12/17/2013
FORESTBERG		9	12/17/2013
BARNETT SHALE		10	12/17/2013
VIOLA LIME		11	12/17/2013
ELLENBURGER		12	12/17/2013

The above list may not be all inclusive, and may also include formations that do not intersect all wellbores. The listing order of the Formation information reflects the general stratigraphic order and relative geologic age. This is a dynamic list subject to updates and revisions. It is the operator's responsibility to make sure that at the time of spudding the well the most current list is being referenced. Refer to the RRC website at the following address for the most recent information.
http://www.rrc.texas.gov/oil-gas/compliance-enforcement/rule-13-geologic-formation-info

NOTES:
1. U.S. State Plane 1927 NCT Zone 4202, NAD 27, Geoid 12A (Conus), NAVD 1988.
2. Turner C (AW) 12H SL staked 5-11-2022.
3. Turner C (AW) 12H SL Approx. 1.3 Miles W of Justin.

LEGEND
Lease Line
Survey Line
① Tract Number



TURNER C (AW) 12H
WELL PATH

LINE	AZIMUTH	DISTANCE
L1	158.444°	406'
L2	177.182°	326'
L3	180.609°	4989'
L4	182.267°	4828'
	TOTAL	10549'

TURNER C (AW) 12H

TRACT	ACREAGE	LATERAL PASSAGE
5	200	1282'
4	500.3	6409'
3	183	2126'
TOTAL	883.3	9817'

TURNER C (AW) 12H
(NAD 27)

12H SL — 297' FWL & 616' FNL OF LEASE
441' FEL & 616' FNL SURVEY A-419
N=515504 E=2055605
Lat. = 33.083536° N Long. = 97.318453° W

12H POP — 449' FWL & 994' FNL OF LEASE
N=515126 E=2055754
Lat. = 33.082496° N Long. = 97.317968° W

12H FTP — 467' FWL & 1319' FNL OF LEASE
N=514801 E=2055770
Lat. = 33.081603° N Long. = 97.317917° W

12H LTP — 1170' FWL & 397' FSL OF LEASE
N=504988 E=2055526
Lat. = 33.054631° N Long. = 97.318769° W

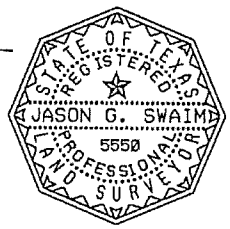
12H BHL — 1170' FWL & 397' FSL OF SURVEY A-993
4563' FWL & 397' FSL OF SURVEY A-993
N=504988 E=2055526
Lat. = 33.054631° N Long. = 97.318769° W

PERMIT PLAT
TURNER C
(AW) 12H WELL

W.A.FERRIS SURVEY, ABSTRACT 419,
W.CABLE SURVEY, ABSTRACT 285
M.POLK SURVEY, ABSTRACT 993
W.D.REDD SURVEY, ABSTRACT 1125
DENTON COUNTY, TEXAS
FOR BEDROCK PRODUCTION, LLC.

Surveyor Certificate:
This plat represents an actual survey made on the ground under my supervision on , _____ 2022, and is true and correct to the best of my knowledge.

Jason G. Swaim
Registered Professional Land Surveyor
No. 5550, State of Texas



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506 N. MASON STREET
BOWIE, TEXAS 76230
Ph 940 872-2121; 940 872-5075;
Fax 940 872-4079

DRAWN: 05-10-22
TURNER C (AW) 12H-PP 27 2.DGN Job No. 22058

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON A REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

PERMIT NUMBER	DATE PERMIT ISSUED OR AMENDED	DISTRICT
880352	May 31, 2022	09
API NUMBER	**FORM W-1 RECEIVED**	**COUNTY**
42-121-34609	May 19, 2022	DENTON
TYPE OF OPERATION	**WELLBORE PROFILE(S)**	**ACRES**
NEW DRILL	Horizontal	883.3

OPERATOR 061620

BEDROCK PRODUCTION, LLC

820 GESSNER STE 1100
HOUSTON, TX 77024-0000

NOTICE
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District Office Telephone No:
(940) 723-2153

LEASE NAME	WELL NUMBER
TURNER C (AW)	13H
LOCATION	**TOTAL DEPTH**
1.3 miles W direction from JUSTIN	9000

Section, Block and/or Survey

SECTION ◄ BLOCK ◄ ABSTRACT ◄ 419

SURVEY ◄ FERRIS, W A

DISTANCE TO SURVEY LINES	DISTANCE TO NEAREST LEASE LINE
426 ft. EAST 616 ft. NORTH	ft.
DISTANCE TO LEASE LINES	**DISTANCE TO NEAREST WELL ON LEASE**
312 ft. WEST 616 ft. NORTH	See FIELD(s) Below

FIELD(s) and LIMITATIONS:

** THIS PERMIT IS GRANTED PURSUANT TO STATEWIDE RULE 37(h)(2)(B) **
CASE NO. 0335175

FIELD NAME / LEASE NAME	ACRES / NEAREST LEASE	DEPTH	WELL # / NEAREST WE	DIST
** NEWARK, EAST (BARNETT SHALE)	883.30	7,500	13H	09
TURNER C (AW)			1	

WELLBORE PROFILE(s) FOR FIELD: Horizontal

RESTRICTIONS:
```
Lateral: TH1
Penetration Point Location
  Lease Lines:        898.0 F WEST L
                     1306.0 F NORTH L
Terminus Location
  BH County: DENTON
  Section:              Block:              Abstract: 993
  Survey: POLK, M
  Lease Lines:        598.0 F EAST L
                      416.0 F SOUTH L
  Survey Lines:      5154.0 F WEST L
                      416.0 F SOUTH L
```

'**' PRECEDING FIELD NAME INDICATES RULE (R37)

THE FOLLOWING RESTRICTIONS APPLY TO ALL FIELDS

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RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON A REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

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NEW DRILL	Horizontal	883.3

OPERATOR	NOTICE
061620 BEDROCK PRODUCTION, LLC 820 GESSNER STE 1100 HOUSTON, TX 77024-0000	This permit and any allowable assigned may be revoked if payment for fee(s) submitted to the Commission is not honored. **District Office Telephone No:** (940) 723-2153
LEASE NAME	**WELL NUMBER**
TURNER C (AW)	13H
LOCATION	**TOTAL DEPTH**
1.3 miles W direction from JUSTIN	9000

Section, Block and/or Survey

SECTION ◄ BLOCK ◄ ABSTRACT ◄ 419

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FIELD NAME / LEASE NAME	ACRES / NEAREST LEASE	DEPTH	WELL # / NEAREST WE	DIST

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RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

SWR #13 Formation Data

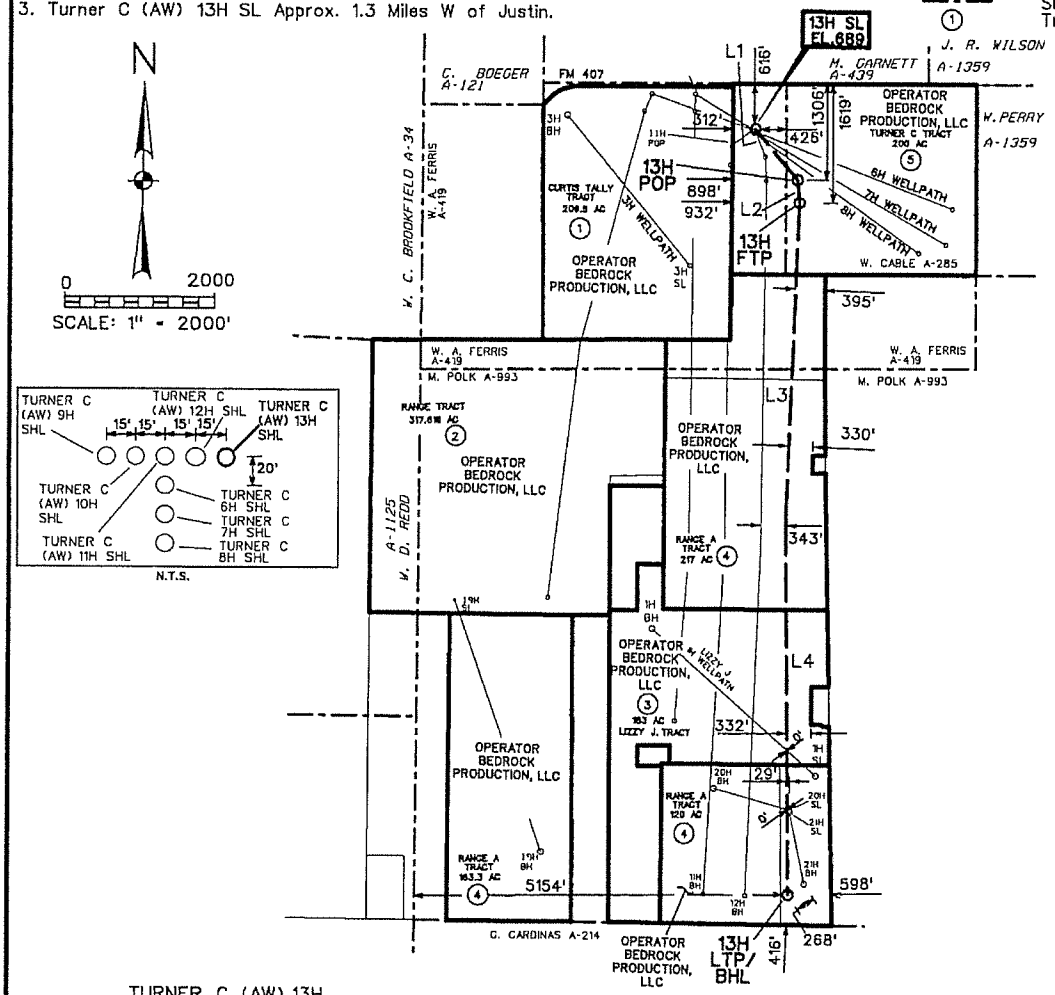
DENTON (121) County

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MARBLE FALLS		7	12/17/2013
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NOTES:
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2. Turner C (AW) 13H SL staked 5-11-2022.
3. Turner C (AW) 13H SL Approx. 1.3 Miles W of Justin.

LEGEND
Lease Line
Survey Line
① Tract Number



TURNER C (AW) 13H
WELL PATH

LINE	AZIMUTH	DISTANCE
L1	139.883°	902'
L2	174.344°	315'
L3	182.226°	4331'
L4	179.399°	5171'
	TOTAL	10719'

TURNER C (AW) 13H

TRACT	ACREAGE	LATERAL PASSAGE
5	200	983'
4	500.3	6393'
3	183	2126'
TOTAL	883.3	9502'

TURNER C (AW) 13H
(NAD 27)

13H SL — 312' FWL & 616' FNL OF LEASE
426' FEL & 616' FNL SURVEY A-419
N-515504 E-2055620
Lat. = 33.083536° N Long. = 97.318453° W

13H POP — 898' FWL & 1306' FNL OF LEASE
N-514814 E-2056201
Lat. = 33.081637° N Long. = 97.316510° W

13H FTP — 932' FWL & 1619' FNL OF LEASE
N-514501 E-2056232
Lat. = 33.080776° N Long. = 97.316411° W

13H LTP — 598' FEL & 416' FSL OF LEASE
N-505003 E-2056118
Lat. = 33.054669° N Long. = 97.316837° W

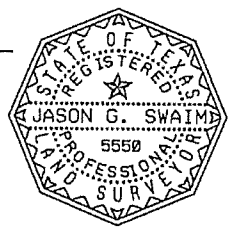
13H BHL — 598' FEL & 416' FSL OF LEASE
5154' FWL & 416' FSL OF SURVEY A-993
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Lat. = 33.054669° N Long. = 97.316837° W

PERMIT PLAT
TURNER C
(AW) 13H WELL

W.A.FERRIS SURVEY, ABSTRACT 419,
W.CABLE SURVEY, ABSTRACT 285
M.POLK SURVEY, ABSTRACT 993
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DENTON COUNTY, TEXAS
FOR BEDROCK PRODUCTION, LLC.

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Fax 940 872-4079

DRAWN: 05-19-22
TURNER C (AW) 13H-PP27 2.DGN Job No. 22058

BEDROCK
PRODUCTION, LLC

City of Justin – Denton County
Special Use Permit (SUP)

Turner C (AW) 9H, 10H, 11H, 12H, 13H

Bedrock Production, LLC
820 Gessner, Suite 1100
Houston, Texas 77024

JUSTIN
1887

ZONING CHANGE

SELECT APPLICATION TYPE

☐ Zoning Change ☑ Special Use Permit ☐ Planned Development

DEVELOPMENT

Project Address: Boss Range & Strader Lane

Project Name: Turner "C" 9H, 10H, 11H, 12H, 13H

Legal Description: See Attached Legal Description Acreage: 200 (Surface)

Current Zoning: N/A Proposed Zoning: N/A

Current Use: Gas Wells Proposed Use:

OWNER INFORMATION

Company/Name: Bedrock Production, LLC

Contact Name: Spencer Cox

Address: 820 Gessner Road, Suite 1100 City: Houston State: TX Zip: 77024

Phone: (281) 899-8747 Email: spencer@bedrockep.com

For additional owners, please include additional copies of this page. The property owner MUST sign the application or submit a notarized letter of authorization.

REPRESENTATIVE/AGENT INFORMATION

Company: Bedrock Production, LLC Contact Name: Tony Tamborello

Address: 820 Gessner Road, Suite 1100 City: Houston State: TX Zip: 77024

Phone: (281) 899-8747 Email: ttamborello@bedrockep.com

CERTIFICATION

I certify that the above information is correct and complete to the best of my acknowledge and ability, and that I will be fully prepared to present the proposal at a Planning and Zoning Commission and City Council public hearing. I reserve the right to withdraw this proposal at any time by filing a written request with the Development Services Department.

Spencer Cox	5-26-22	Spencer Cox
Owner Signature	Date	Owner Name (Print)
	5-26-22	Tony Tamborello
Agent Signature	Date	Agent Name (Print)

Legal Description – Turner C Lease

Exact AC - 1036.88 (of which 200 AC assoc. w/ actual surface operations and lands included within the City of Justin).

Accurate Legal - A called 200 Acres of land, more or less, of which 155.86 acres are in the Wm. Cable Survey, A-285 and 44.14 acres are in the W. A. Ferris Survey, A-419, being the same land described in that certain warranty deed dated May 20, 1949 from J.A. (Fred) Harrington to Margaret E. Robinson, filed of record on June 2, 1949 and recorded in Volume 351, Page 286 of the Deed Records of Denton County, Texas. True surveyor notes to this tract are shown in the attached.

Denton County Appraisal District Info of acreage:

27.25 AC situated in the W.A. Ferris Survey, A-419 called TR 1 and the OLD DCAD TR 4.
Denton CAD Prop ID: 68212

16.06 AC situated in the W.A. Ferris Survey, A-419 called TR 1A.
Denton CAD Prop ID: 984752

80.565 AC situated in the Wm. Cable Survey, A-285 called TR 1 (PT).
Denton CAD Prop ID: 68118

69.64 AC situated in the Wm. Cable Survey, A-285 called TR 1A (PT). Denton CAD Prop ID: 68118

Exhibit "A"

Description of the Property

All that certain lot, tract, or parcel of land, situated in a portion of the William Cable Survey, Abstract No. 285, the Warren A. Ferris Survey, Abstract No. 419, Denton County, Texas, being part of that certain called 200 acre tract described as Tract 2 in a deed to Margaret Turner DiNapoli, Sally Carolyn Turner Box, and Tommie R. Turner recorded in Volume 4522, Page 2063 (as to 1/3 interest), a deed to Margaret E. Turner, as Trustee of the ME Turner Revocable Trust recorded in Document No. 2019-16134 (as to 1/3 interest), a deed to 3 T's Partners Justin, LLC recorded in Document No. 2019-58550 (as to 1/3 interest), of the Deed Records of Denton County, Texas (DRDCT), and being more completely described as follows, to-wit:

BEGINNING at a 1/2" capped iron rod set stamped "GOODWIN & MARSHALL" for the Northeast corner of a called 206.497 acre tract described in a deed to CNR Tally/Trail Creek Acres recorded in Document No. 2009-136383 (DRDCT), being in the South right-of-way line of Farm-to-Market Highway No. 407 (90' right-of-way width), and being in the West line of said 200 acre tract, from which a 1/2" iron rod found (bent) bears North 00 deg. 08 min. 19 sec. West - 0.52 feet;

THENCE North 89 deg. 28 min. 55 sec. East departing said West line and continue along said South right-of-way line, a distance of 3,352.19 feet to a P.K. nail set with washer stamped "GOODWIN & MARSHALL" in the East line of said 200 acre tract, said point being in Boss Range Road;

THENCE South 00 deg. 08 min. 36 sec. East departing said South right-of-way line and continue along the East line of said 200 acre tract, at 313.62 feet pass a MAG nail found for the Northwest corner of Buddy Hardeman Addition, Phase 7 recorded in Document No. 2017-479 of the Plat Records of Denton County, Texas (PRDCT), at 800.08 feet pass a MAG nail found for the Southwest corner of Buddy Hardeman Addition, Phase 6 recorded in Document No. 2017-89 (PRDCT), same being the Northwest corner of Buddy Hardeman Addition, Phase 4 recorded in Document No. 2015-254 (PRDCT), at 1,249.63 feet pass a MAG nail found for the Southwest corner of said Buddy Hardeman Addition, Phase 4, continue a total distance of 2,557.42 feet to a P.K. nail set with washer stamped "GOODWIN & MARSHALL", for the Southeast corner of said 200 acre tract and being in the West line of a called 9.89 acre tract described in a deed to Justin United Methodist Church recorded in Document No. 2001-R0033323 (DRDCT), from which a MAG nail found bears North 89 deg. 31 min. 31 sec. East - 13.24 feet, and from which a railroad spike found (bent) bears South 00 deg. 08 min. 36 sec. East – 1,411.23 feet;

THENCE South 89 deg. 31 min. 31 sec. West along the South line of said 200 acre tract, at 21.93 feet pass a crosstie fence corner for the Northeast corner of a called 4.969 acre tract described in a deed to Marion Scott Mulkey, et ux recorded in Volume 2401, Page 476 (DRDCT), at 915.54 feet pass a 1/2 iron rod found for the Northwest corner of said 4.969 acre tract, same being the Northeast corner of a called 35.623 acre tract described in a deed to John G. Rust recorded in Volume 1361, Page 941 (DRDCT), at 1,490.31 feet pass a 1/2" iron rod found for the Northwest corner of said 35.623 acre tract, same being the Northeast corner of a called 36.622 acre tract described in a deed to Olen N. Range, et ux recorded in Volume 1356, Page 785 (DRDCT), continue a total distance of 3,352.38 feet to a 1/2" capped iron rod set stamped "GOODWIN & MARSHALL" for the Southwest corner of said 200 acre tract, the most northerly Northwest corner of a called 217.008 acre tract described in a deed to Olen Range recorded in Volume 670, Page 29 (DRDCT), and being in the East line of before mentioned 206.497 acre tract, from which a 6" wood fence post found for the Southeast corner of said 206.497 acre tract and an ell corner of said 217.008 acre tract bears South 00 deg. 08 min. 19 sec. East – 899.07 feet;

THENCE North 00 deg. 08 min. 19 sec. West along the West line of said 200 acre tract and the East line of said 206.497 acre tract, a distance of 2,554.89 feet to the **POINT OF BEGINNING**, containing 8,568,786 square feet or 196.712 acres of land, more or less.

From Commonwealth Title Commitment

June 2, 2022

City of Justin
415 North College Avenue
Justin, TX 76247

Attention: Mr. Matthew Cyr
Direction of Development Services

Dear Mr. Cyr,

Please find enclosed a Special Use Permit (SUP) application for the proposed Turner C (AW) 9H, 10H, 11H, 12H and 13H gas wells. Included with the SUP are supporting documents from the City of Justin Gas Well Permit Checklist. Also enclosed is a check in the amount of $50,000 (SUP fee $10,000/each well) made payable to the City of Justin.

Please contact me for any additional information and/or questions. I can be reached on my cell, 713.724.2154 or email sgalik@bedrockep.com

Sincerely,

Shirley Galik

Sr. Regulatory Analyst
Bedrock Energy Partners
Sgalik@bedrockep.com
Office: (281) 836-0359
Cell: (713) 724-2154

ROAD REPAIR AGREEMENT
BETWEEN
THE CITY OF JUSTIN AND
BEDROCK PRODUCTION, LLC

This Road Repair Agreement, (Agreement), is made and entered into on this the ___ day of_____, 2022, by and between the City of Justin, Texas ("City"), a home rule municipal corporation of the State of Texas, located within Denton County, Texas (Hereinafter referred to as the "City") and Bedrock Production, LLC, a Texas limited liability company, whose address is 820 Gessner Rd., Houston, Texas 77024, ("Operator")for the repair of certain streets and/or roadways within the City of Justin, Texas as more fully described herein.

WHEREAS, Operator is in the business of drilling gas wells and, in connection therewith, shall be engaged in drilling and production activities on property known generally as The Preserve which property's Northeastern corner is located at the intersection of W. 1st Street, commonly known as FM 407, and Boss Range Road, which abuts, is adjacent to, and/or is accessed by roadways within the City of Justin; and

WHEREAS, use of the roadways by the Operator for the purpose of performing the activities described hereinabove may cause damage to the roadways; and

WHEREAS, the City and Operator, for the mutual consideration hereinafter stated, desire to enter into this Agreement for Operator to repair said roadways for the duration of the term of this Agreement in consideration of Operator's use of said roadways for the purpose of the activities described hereinabove;

IT IS NOW THEREFORE AGREED THAT:

ARTICLE 1.
REPAIR OBLIGATION

1. Operator shall repair damages caused by Operator or its contractors, subcontractors, employees, and agents, excluding ordinary wear and tear, if any, to roadways that abut the above-described property being used by Operator for the drilling and production of gas wells pursuant to a Gas Well Permit issued to Operator. The repair obligation shall continue even if the Gas Well Permit is amended to allow for the drilling of additional gas wells. This obligation shall continue during the term of this Agreement, and Operator shall, prior to the termination of this Agreement, as provided herein, repair such damages to such roadways, excluding ordinary wear and tear, if any, to the condition in which such roadways existed prior to the execution of this Agreement. Operator shall make a videotape of such roadways prior to the start of Operator drilling and operation of its gas wells and shall provide a copy of the videotape to the Director of Public Works. Operator shall notify the Director of Public Works when drilling or fracing operations are complete so that the Director of Public Works can determine if repairs are required.

2. In connection with its obligation to repair said roadways, Operator shall use materials of the same or better quality than those utilized to surface and/or repair the roadways

prior to execution of this Agreement and in accordance with the current standards specifications of the City. Deviation from the materials described herein shall not be permitted without the prior written consent of the Director of Public Works. Repairs shall be completed in accordance with standard engineering practices acceptable to the City.

3. Operator shall repair the damage to the roadways at its sole cost and expense.

4. During the term of this Agreement, Operator shall periodically inspect the roadways during drilling, fracture stimulation or reworking of the gas well to determine whether or not any damage has occurred as a result of Operator's activities. Immediately upon discovering the existence of any such damage to the roadways, Operator shall undertake to repair and/or remedy same. Upon discovery of damage by the Operator, the Operator will have 48 hours to contact the Director of Public Works to work out a schedule of repairs. Repairs shall take place within 30 days or immediately if the damage affects the immediate health and safety of individuals.

ARTICLE 2.
TERM OF AGREEMENT

This Agreement shall commence upon the date indicated above and shall continue in full force and effect until Operator has completed and/or permanently discontinued the activities upon the roadways, as described hereinabove.

ARTICLE 3.
INSURANCE AND INDEMNITY

The Operator shall provide or cause to be provided the insurance and bonding requirements described in and which have been provided for the issuance of the Gas Well Permit under the terms and conditions described in the City of Justin Gas Well Permit Checklist. Such insurance to continue until the well is abandoned and the site restored.

ARTICLE 4.
PERFORMANCE

Whenever the Gas Inspector or the Director of Public Works Department finds that a default has occurred in the performance of any requirement or condition imposed by this Agreement, a written notice shall be given to Operator. Such notice shall specify the work to be done, the estimated cost and the period of time deemed by the Gas Inspector or the Director of Public works Department to be reasonably necessary for the completion of such work. After receipt of such notice, the Operator shall, within the time therein specified, either cause or require the work to be performed, or failing to do so, shall pay over to the City one hundred twenty-five percent (125%) of the estimated cost of doing the work as set forth in the notice.

ARTICLE 5
MISCELLANEOUS PROVISIONS

1. Operator understands and agrees that Operator, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the City. The City shall not have any control over the means or methods by which

Operator shall perform its obligations hereunder. Operator shall furnish all equipment and materials necessary to perform hereunder and shall at all times be acting as an independent Operator.

2. By entering into this Agreement, the City does not waive, nor shall it be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising by third parties.

3. This Agreement represents the entire agreement between Operator and City for repair of roadways and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing body of the City or those authorized to sign on behalf of the City's governing body.

ARTICLE 6.
FORCE MAJEURE

Events of Force Majeure shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto government action (unless caused by acts or omissions of the party), fires, explosions, rain or other weather delays, floods, strikes, slowdowns or work stoppages.

ARTICLE 7.
ASSIGNABILITY/CONSENT

Except as otherwise provided herein, or except as may be hereafter determined by the parties, no party to this Agreement may sell, assign, or transfer its interest in this Agreement, or anyof its right, duties, or obligations hereunder, without the prior written consent of the other party. Whenever the consent or the approval of a party is required herein, such party shall not unreasonably withhold, delay, or deny such consent or approval. Operator may assign this Agreement to any successor entity to whom the applicable Gas Well Permit has been assigned uponwritten notice to the City of said assignment.

ARTICLE 8.
NOTICE

Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be by personal delivery; sent by registered mail or certified mail; or by United States Mail, return receipt requested, postage prepaid; to:

CITY: Public Works Director
City of Justin
415 N. College Ave.
P.O. Box 129
Justin, Texas 76247

OPERATOR: Tony Tamborello
Bedrock Production, LLC
820 Gessner Rd., Ste
1100.
Houston, Texas 77024

Notice shall be deemed to have been received on the date of receipt as shown on the return receipt or other written evidence of receipt.

ARTICLE 9.
MODIFICATION

No waiver or modification of this Agreement or of any covenant, condition, limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed. The parties further agree that the provisions of this Article will not be waived unless as herein set forth.

ARTICLE 10.
SAVINGS/SEVERABILITY

In the event that any one or more of the provisions hereof contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

ARTICLE 11.
GOVERNING LAW AND VENUE

This Agreement shall be construed under and governed by, and in accordance with the laws of the State of Texas, and venue for any action arising under the terms and conditions of this Agreement shall lie in the state courts located in Denton County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

ARTICLE 12.
ENTIRE AGREEMENT

This Agreement and the exhibits attached hereto, constitute the entire agreement am<1>ng the parties hereto with respect to the subject matter hereof, and supersede any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement. No amendment, modification, cancellation or alteration of the terms of this Agreement shall be binding on any party hereto unless the same is in writing, dated subsequent to the date hereof, and is duly authorized and executed by the parties hereto.

ARTICLE 13.
WAIVER OF TERMS AND CONDITIONS

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

ARTICLE 14.
CAPTIONS

The captions contained in this Agreement are for informational purposes only and shall not in any way affect the substantive terms or conditions of this Agreement.

ARTICLE 15.
COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and constitute one and the same instrument.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and enter into this Agreement as of the____day of_____, 2022.

CITY OF JUSTIN:

By:_____

STATE OF TEXAS §
COUNTY OF DENTON §

Before me, the undersigned notary public, on this day personally appeared _____, the Director of Public Works of the City of Justin, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this ___ day of _____, 2022.

_____
Notary Public

BEDROCK PRODUCTION, LLC

By: Spencer Cox

THE STATE OF TEXAS §
COUNTY OF HARRIS §

Before me, the undersigned notary public, on this day personally appeared Spencer Cox the Chief Operating Officer of Bedrock Production, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this 26 day of May, 2022.

EMILY CLINE
Notary Public, State of Texas
Comm. Expires 10-25-2022
Notary ID 131772697

Notary Public

DENTON COUNTY CULVERT / DRIVE PERMIT APPLICATION

RECEIVED
MAY 13 2011
BY:

Landowner: ENCANA OIL & GAS Phone: 469-375-8353

Mailing Address: 14001 N. DALLAS # 1100 TX 75240

Street City State Zip

Contact/Installer Name: _____ Phone: _____

Road Name: _____ R#: 68212

Location Description: BETWEEN BOSS RANGE RD & STRADER LN.

_____

Will a Septic System be installed on the property? _____

Is there an existing Septic System? _____ (This will be verified by the inspector.)

For Official Use Only

Permit Fee: $15.00 paid by: Check # 698766 Cash ☐ Receipt # 31777

Development Permit # 20110507, 20110508, 20110509

RB WEST ✓ RB EAST _____

It is understood that this is not a permit and is only an application for a permit once the following requirements and conditions have been met. This application expires after 60 days.

COPY OF THIS DOCUMENT MUST BE POSTED ON SITE

Failure to do so will result in work stoppage

I have read and understand this document and the culvert process instructions.

Applicant Signature: _____ Printed: _____

For Official Use Only

Date: 5/13/11 Taken By: GARY COOK

For Inspector Use Only

Pre-Insp: _____ Staked: _____ Grade Insp: _____

Form Insp: _____ Final Insp: _____ Free Insp: _____

Notes: _____

_____

FEE PAID

Shirley Galik

From: Christen Goodenough-McGahey <cgmcgahey@ntglobal.com>
Sent: Thursday, May 5, 2022 4:22 PM
To: Megan Henry; Pamela Fuentes; Michelle Bice
Cc: Eric Stone; Shirley Galik
Subject: RE: Stormwater Pollution Prevention Plan
Attachments: Oil and Gas Stormwater Permitting _ US EPA.pdf

[CAUTION: External E-Mail from OUTSIDE Bedrock Energy Partners]

Pamela,

Bedrock's oil and gas operations (e.g., construction and daily operation of well sites and access roads) are exempt from USEPA and/or TCEQ stormwater permitting/planning, unless Bedrock operates or constructs a non-exempt facility or conducts a non-exempt activity, a reportable quantity release in stormwater has occurred during a storm event from a facility (e.g., production facility, well, pipeline) at any time since 1987, or contributes to a water quality violation. For additional guidance, please see the exempt and non-exempt facilities and activities and other information in the attached Oil and Gas Stormwater Permitting_USEPA.pdf or go to Oil and Gas Stormwater Permitting | US EPA.

Note: USEPA is in the process of granting authority to TCEQ to issue/enforce certain NPDES permits. Based on the information known at this time, the oil and gas exemption will remain after TCEQ begins issuing/enforcing certain NPDES permits.

If you have any questions or need assistance with the City of Justin, please let us know.

Thanks,

Christen

Christen Goodenough-McGahey
T: 936-560-2660 | M: 281-687-2514 | cgmcgahey@ntglobal.com | ntgenvironmental.com



Air Quality Compliance | EHS Management | Environmental Due Diligence & Audits | ESG & Sustainabiilty | Midstream Compliance | Regulatory Compliance & Permitting | Site Assessment, Remediation & Site Closure | Water Quality & Natural Resources

Creating a Better Environment For Oil and Gas Operations

From: Megan Henry <MHenry@ntglobal.com>
Sent: Thursday, May 5, 2022 2:37 PM
To: Pamela Fuentes <pfuentes@bedrockep.com>; Michelle Bice <MBice@ntglobal.com>
Cc: Eric Stone <EStone@ntglobal.com>; Shirley Galik <sgalik@bedrockep.com>; Christen Goodenough-McGahey

<cgmcgahey@ntglobal.com>
Subject: Re: Stormwater Pollution Prevention Plan

I'm looping Christen Goodenough in to help determine if a SWPPP is needed...

Megan Henry
NTG Environmental

On May 5, 2022, at 2:04 PM, Pamela Fuentes <pfuentes@bedrockep.com> wrote:

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Eric – We are trying to get all of the needed information together for possible future drilling. One of the items the City of Justin is asking for is a Stormwater Pollution Plan, as required by the EPA, to be submitted 3 days prior to any on-site activity. We are not very familiar with that plan (and it sounds like City of Justin is new to this also) and aren't even sure if it is even required unless we are close to a body of water. Can you advice on what our requirements are and what all is involved in the Stormwater Pollution Plan?

Per City of Justin ordinance - "A copy of the stormwater pollution prevention plan as required by the Environmental Protection Agency. A copy of the notice of intent shall be submitted to the city engineer, three days prior to the commencement of any on-site activity."

Thanks,
Pamela Fuentes
S&E Coordinator
940-683-8637 office
940-577-2415 cell

BEDROCK
ENERGY PARTNERS

STATEMENT OF CONFIDENTIALITY: The contents of this e-mail and its attachments are intended solely for the addressee(s) hereof. In addition, this e-mail transmission may be confidential. If you are not the named addressee, or if this message has been addressed to you in error, you are directed not to read, disclose, reproduce, distribute, disseminate or otherwise use this transmission. Delivery of this message to any person other than the intended recipients(s) is not intended in any way to waive confidentiality. If you have received this transmission in error, please alert the sender by reply e-mail; we also request that you immediately delete this message and its attachments, if any.

An official website of the United States government
Here's how you know

National Pollutant Discharge Elimination System (NPDES)

CONTACT US <https://epa.gov/npdes/forms/contact-us-about-npdes>

Oil and Gas Stormwater Permitting

Clean Water Act (CWA) section 402(l)(2) provides that EPA shall not require, nor force a state to require a CWA section 402 permit for discharges of stormwater runoff from oil and gas* exploration, production, processing or treatment operations, or transmissions facilities, composed entirely of flows that are from conveyances or systems of conveyances used for collecting and conveying precipitation runoff, and that are not "contaminated by contact with any overburden, raw material, intermediate products, finished product, byproduct or waste products located on the site of such operations." This exemption applies to both construction and industrial activities associated with oil and gas exploration, production, processing or treatment operations, or transmission facilities.

*Note: The CWA exemption also applies to industrial stormwater discharges from mines. This exemption does not apply to 404 permits.

On this page:

- Types of Oil and Gas Activities and Facilities that are Either Exempt or Non-Exempt from Stormwater Permitting
- When is a CWA Section 402 (Stormwater) Permit Required for an Oil or Gas Operation?
- Oil and Gas Stormwater Regulatory Background
- Additional Information

Types of Oil and Gas Activities and Facilities that are Either Exempt or Non-Exempt from Stormwater Permitting

Exempt Facilities and Activities

The types of oil and gas facilities and activities subject to the waiver for stormwater permitting fall under "exploration, production, processing or treatment operations, or transmission facilities". These terms are further explained in Amendments to the National Pollutant Discharge Elimination System (NPDES) Regulations for Storm Water Discharges Associated With Oil and Gas Exploration, Production, Processing, or Treatment Operations or Transmission Facilities <https://epa.gov/npdes/oil-and-gas-stormwater-permitting-documents> (bottom page 33635). The list of exempt facilities/activities includes (list not exhaustive):

- Well sites and drill pads
- Access and maintenance roads including haul / maintenance roads solely servicing exempt activities
- Local "borrow pits" to provide sand, gravel, and soil for maintenance of service roads and infrastructure necessary to operate producing oil and gas fields, crude oil pipelines, and natural gas transmission lines. To receive the exemption the facility can only supply material to the exempt oil and gas project.
- Gathering line systems
- Transmission line systems
- Staging areas for oil and gas operations that are contiguous to the exempt project (areas/locations where pipe, sand, etc., are staged for drilling activities)
- Water lines, electric utility lines and railroad infrastructure servicing field exploration and production activities
- Storage tanks and oil-water separators
- Midstream processing plants
- Gas and oil treatment and conditioning equipment (e.g., heater treaters, dehydrators, and CO2 scrubbers, cryogenic plants, fractionation plants) and the transmission lines leaving these facilities.
- Gas processing plants (natural gas liquids recovery facilities and/or H2S "gas sweetening" plants)

- Natural gas pipeline compressor stations
- Crude oil pipeline pump stations
- Crude oil pipelines (i.e., connecting producing fields with a refinery)
- Natural gas transmission lines (i.e., lower pressure lines from producing field to nearest energy "hub" and cross-country, high pressure intra- and interstate pipelines). The exemption ceases at the distribution center (often referred to as the "City Gate"). The distribution center is where the local gas utilities take delivery of the gas and distribute it via lower pressure service lines to customers.
- Dedicated natural gas pipelines connecting LNG terminals to nearest transmission pipeline "hub"
- Newly constructed offshore "islands" used as platforms for Alaskan exploration and production drilling operations
- Central liquid waste treatment set up on a drill pad even if it takes waste from other drill pads

Non-Exempt Facilities and Activities

The following facilities and activities (list may not be exhaustive) are not exempt and must have CWA section 402 permit coverage to discharge stormwater (if they do not qualify for the conditional no exposure waiver). These are typically downstream from an oil and gas exploration, production, processing or treatment operation, or transmission facility, and they involve or support the physical and/or chemical transformation of raw materials into final manufactured products for sale.

- Improvements to public roads for access to projects
- LNG re-gasification terminals
- Conventional petroleum and petrochemical refineries (as defined in 40 CFR 419)
- Fischer-Tropsche "Clean Fuels" synthetic fuel plants
- Ethanol plants
- Oil shale refineries, Cracking Plants
- Natural gas utility or city-owned "end-user" distribution systems connecting industrial, commercial and residential customers

- Offshore jack-up rigs, semi-submersible drill ships, dynamically positioned drill ships, production platforms and LNG re-gasification terminals subject to regulation of deck drainage (40 CFR 435) and Ocean Discharge Criteria (CWA 403)
- Refined products pipelines (connecting refineries with local and distant product storage facilities)
- Company and/or privately owned hotels, RV parks, campgrounds, worker camps, barracks and airport facilities servicing oil and gas exploration drilling and production operations
- Centralized equipment maintenance and storage facilities owned by oil and gas drilling contractors, oilfield service companies (for example, Halliburton, Baker-Hughes, Schlumberger) and operating companies (for example, Devon Energy, BP-Amoco, El Paso) that are not contiguous to an exempt facility/activity
- Support industries that supply materials and products to the oil and gas industry as well as other industries (for example, metal fabrication shops, sand suppliers, gravel suppliers, concrete suppliers, trucking companies, river barge terminals, etc.)

When is a CWA Section 402 (Stormwater) Permit Required for an Oil or Gas Operation?

Under CWA section 402(l), its implementing regulations, and applicable court decisions, the permitting waiver for an oil or gas operation is not available and the operator must obtain coverage under a CWA section 402 permit covering stormwater discharges from construction (for at least one acre of land disturbance and less than one acre if part of a common plan of development/sale) and/or a permit covering stormwater discharges from industrial activities. See 40 CFR 122.26(c)(1)(iii). These circumstances are tied to the "contaminated by contact with, or do not come into contact with" threshold for permitting. For EPA, the permits typically used are the Construction General Permit (CGP) and the Multi-Sector General Permit (MSGP).

The trigger for stormwater from an oil or gas operation needing CWA section 402 permit coverage is a discharge of stormwater that:

1. Results in the discharge of a "reportable quantity" (RQ) for which notification is or was required under 40 CFR 117.21 or 40 CFR 302.6 at any time since Nov 16, 1987; or

2. Results in the discharge of a RQ for which notification is or was required under 40 CFR 110.6 at any time since Nov 16, 1987; or
3. Contributes to a violation (that is to say, an exceedance) of a water quality standard.

Reportable Quantity

The kind of pollutants to which RQ requirements apply are oil (including grease) or a hazardous substance.

- A RQ for oil is a discharge of oil in such quantities that the Administrator has determined may be harmful to the public health or welfare or the environment of the United States and includes discharges of oil that violate applicable water quality standards or causes a film or sheen upon, or a discoloration of the water surface or adjoining shorelines, or cause a sludge or emulsion to be deposited beneath the water surface or upon adjoining shorelines (see 40 CFR 110.3 (PDF) <http://www.gpo.gov/fdsys/pkg/cfr-2014-title40-vol22/pdf/cfr-2014-title40-vol22-sec110-3.pdf>(1 pp, 180 K, About PDF <https://epa.gov/home/pdf-files>)).
- For hazardous substances, RQ levels are expressed in terms of pounds released over any 24-hour period and are listed at 40 CFR 117.3 (PDF) <http://www.gpo.gov/fdsys/pkg/cfr-2014-title40-vol22/pdf/cfr-2014-title40-vol22-sec117-3.pdf>(6 pp, 198 K, About PDF <https://epa.gov/home/pdf-files>) and 40 CFR 302.4 (PDF) <http://www.gpo.gov/fdsys/pkg/cfr-2014-title40-vol28/pdf/cfr-2014-title40-vol28-sec302-4.pdf>(47 pp, 416 K, About PDF <https://epa.gov/home/pdf-files>).

Water Quality Standards Violation (Exceedance)

The pollutant of concern during oil and gas-related construction is usually sediment (expressed as total suspended solids or turbidity). Regardless of the type of pollutant(s) in a discharge, all water quality standards of the receiving waterbody must be protected.

Typically, water quality standards are exceeded when:

- A water quality criterion is exceeded; and/or

- The water's designated use is adversely impacted (that is to say, not attained). Any time one of these triggering events occurs, the operator is required to comply with CWA section 402 stormwater permit requirements, meaning, determine or establish permit eligibility, develop a SWPPP, and submit an NOI to be covered (if using one of the general permits). If the discharger is not eligible for a general permit, apply for an individual permit.

Oil and Gas Stormwater Regulatory Background

- The 1987 Water Quality Act (WQA) added § 402(l)(2) to the CWA. This new section forbade EPA and the states from requiring NPDES permits for uncontaminated stormwater discharges from oil and gas exploration, production, processing or treatment operations, or transmission facilities:
  CWA § 402(l)(2) The administrator shall not require a permit under this section, nor shall the Administrator directly or indirectly require any State to require a permit, for discharges of stormwater runoff from mining operations or oil and gas exploration, production, processing, or treatment operations or transmission facilities, composed entirely of flows which are from conveyances or systems of conveyances (including but not limited to pipes, conduits, ditches, and channels) used for collecting and conveying precipitation runoff and which are not contaminated by contact with, any overburden, raw material, intermediate products, finished product, byproduct, or waste products located on the site of such operations.

- To address 402(l)(2), EPA codified the permitting exemption in its National Pollutant Discharge Elimination System (NPDES) stormwater regulations on 11/16/1990 in the following two sections in the Code of Federal Regulations:
  40 CFR 122.26(a)(2) The Director may not require a permit for discharges of stormwater runoff from mining operations or oil and gas exploration, production, processing or treatment operations or transmission facilities, composed entirely of flows which are from conveyances or systems of conveyances (including but not limited to pipes, conduits, ditches, and channels) used for collecting and conveying precipitation runoff and which are not contaminated by contact with or that has not come into contact with, any overburden, raw material, intermediate products, finished product, byproduct or waste products located on the site of such operations. 122.26(c)(1)(iii) The operator of an existing or new discharge composed entirely of stormwater from an oil or gas exploration, production, processing, or treatment operation, or transmission facility is not required to submit a permit application in accordance with paragraph (c)(1)(i) of this section, unless the facility: (A) Has had a discharge of stormwater resulting in the discharge of a reportable quantity for which notification is or was required pursuant to 40 CFR 117.21 or 40 CFR 302.6 at any time since November 16, 1987; or (B) Has had a discharge of stormwater resulting in the discharge of a reportable quantity for which notification is or was required pursuant to 40 CFR 110.6 at any time since November 16, 1987; or (C) Contributes to a violation of a water quality standard.
- Since 1992, when EPA began permitting stormwater discharges, the Agency interpreted "oil or gas exploration, production, processing, or treatment operation, or transmission facility" as applying only to the active exploration, extraction and post-extraction activities at an oil or gas extraction facility, meaning, to the activities covered under the industrial stormwater permit, and **not** to exploration or pre-extraction construction activities.
- As a result, EPA required oil or gas-related construction (for example, access roads, drill pads) of five acres or greater to obtain coverage under an NPDES stormwater permit.
- With the promulgation of the Phase II stormwater small construction regulations in 1999, oil or gas construction that disturbed one to five acres would also have had to obtain permit coverage.

- In 2002, shortly before the Phase II regulations took effect, oil and gas industry stakeholders notified EPA that the Agency had incorrectly assumed that oil and gas activities would not be affected by these permit requirements. Industry noted that these regulations would apply to approximately 30,000 sites annually and would have a significant economic impact on the industry.
- In response, EPA deferred until June 12, 2006, the Phase II stormwater requirements for small oil or gas construction activities disturbing one to five acres to analyze the costs and benefits associated with those regulations. EPA intended to propose an action in late 2005 and finalize the action before the June 12, 2006, deferral expiration. This was codified in the CFR:
  122.26(e)(8) For any stormwater discharge associated with small construction activity identified in paragraph (b)(15)(i) of this section, see 122.21(c)(1). Discharges from these sources, other than discharges associated with small construction activity at oil and gas exploration, production, processing, and treatment operations or transmission facilities, require permit authorization by March 10, 2003, unless designated for coverage before then. Discharges associated with small construction activity at such oil and gas sites require permit authorization by June 12, 2006.
- § 323 of the Energy Policy Act of 2005 added a new provision to the CWA § 502 defining the term "oil and gas exploration, production, processing, or treatment operations or transmission facilities" to mean:
  CWA § 502 "... all field activities or operations associated with exploration, production, processing, or treatment operations, or transmission facilities, including activities necessary to prepare a site for drilling and for the movement and placement of drilling equipment, ***whether or not such field activities or operations may be considered to be construction activity****."*
- On June 12, 2006, EPA published a final rule to address the new provision added by the Energy Policy Act of 2005. This regulation specifically exempted from NPDES permit requirements stormwater discharges containing **sediment** (the pollutant most commonly associated with construction; a consequence of the Office of Management and Budget's inter-agency review) from construction activities associated with oil and gas exploration, production, processing, or treatment operations or transmission facilities unless the relevant facility had a discharge of stormwater resulting in a discharge of a reportable quantity of oil or hazardous substances or caused/contributed to a water quality standards exceedance.

- Shortly thereafter, the Natural Resources Defense Council (NRDC) petitioned the Ninth Circuit Court of Appeals for review of EPA's action. On May 23, 2008, the Ninth Circuit issued an opinion in *Natural Resources Defense Council v. United States Environmental Protection Agency*, 526 F.3d 591 (9th Cir. 2008), vacating and remanding EPA's 2006 oil and gas construction stormwater regulation.
- Since EPA's 2006 Oil and Gas Stormwater Rule was vacated, the regulations in place prior to 2006 have been in effect. As a result, the regulations and statutory language currently in effect are:
    - 40 CFR 122.26(a)(2)
    - 40 CFR 122.26(c)(1)(iii)
    - Revised 122.26(e)(8):
      For any storm water discharge associated with small construction activities identified in paragraph (b)(15)(i) of this section, see §122.21(c)(1). Discharges from these sources require permit authorization by March 10, 2003, unless designated for coverage before then.
    - CWA § 402(l)(2)
    - CWA § 502

Additional information

- Fact Sheet on the Final Rule <https://epa.gov/npdes/oil-and-gas-stormwater-permitting-documents>
- Demonstrating the Impacts of Oil and Gas Exploration on Water Quality and How to Minimize these Impacts Through Targeted Monitoring Activities and Local Ordinances <https://epa.gov/npdes/oil-and-gas-stormwater-permitting-documents> - In 2005, EPA awarded a grant to the City of Denton, Texas, to monitor and assess the impact of gas well drilling on stormwater runoff, and to provide, if necessary, regulatory and management strategies for these activities. This study, completed in 2007, focused on three nearby gas well sites where pad construction and drilling were occurring. Runoff, primarily from the sites' well pad areas, was monitored and analyzed, as were the contents of on-site drilling mud pits.
- Summary of the Results of the Investigation Regarding Gas Well Site Surface Water Impacts <https://epa.gov/npdes/oil-and-gas-stormwater-permitting-documents>

NPDES Home <https://epa.gov/npdes>

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National Pretreatment Program <https://epa.gov/npdes/national-pretreatment-program>

Pesticide Permitting <https://epa.gov/npdes/pesticide-permitting>

Stormwater

- Construction Activities <https://epa.gov/npdes/stormwater-discharges-construction-activities>
- Industrial Activities <https://epa.gov/npdes/stormwater-discharges-industrial-activities>
- Municipal Sources <https://epa.gov/npdes/stormwater-discharges-municipal-sources>
- Transportation Sources <https://epa.gov/npdes/stormwater-discharges-transportation-sources>

Oil and Gas Permitting

- EPA's Residual Designation Authority <https://epa.gov/npdes/epas-residual-designation-authority>
- Rules and Notices <https://epa.gov/npdes/stormwater-rules-and-notices>

Water Quality Trading <https://epa.gov/npdes/water-quality-trading>

NPDES Technical Resources <https://epa.gov/npdes/npdes-technical-resources>

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LAST UPDATED ON SEPTEMBER 16, 2021

GROUNDWATER PROTECTION DETERMINATION

Form GW-2

Groundwater Advisory Unit

Date Issued:	07 July 2021	**GAU Number:**	309937

Attention:	BEDROCK PRODUCTION, LLC 820 GESSNER STE 1100 HOUSTON, TX 77024	**API Number:**	12131884
		County:	DENTON
		Lease Name:	Turner "C"
		Lease Number:	199446
Operator No.:	061620	**Well Number:**	3
		Total Vertical	7939
		Latitude:	33.080477
		Longitude:	-97.315887
		Datum:	NAD27

Purpose: Plug and Abandon (P&A)

Location: Survey-CABLE, W.; Abstract-285

To protect usable-quality groundwater at this location, the Groundwater Advisory Unit of the Railroad Commission of Texas recommends:

The interval from the land surface to 20 feet below the base of the Cretaceous-age beds must be protected. The base of the Cretaceous is estimated to occur at a depth of 1025 feet.

This recommendation is applicable for all wells drilled in this Abstract-285.

Note: Unless stated otherwise, this recommendation is intended to apply only to the subject well and not for area-wide use. Unless stated otherwise, this recommendation is for normal drilling, production, and plugging operations only.

This determination is based on information provided when the application was submitted on 07/06/2021. If the location information has changed, you must contact the Groundwater Advisory Unit, and submit a new application if necessary. If you have questions, please contact us at 512-463-2741 or gau@rrc.texas.gov.

Groundwater Advisory Unit, Oil and Gas Division

CITY OF JUSTIN GAS WELL PERMIT CHECKLIST ITEM 11 (SEC. 32-49, c, 20)

Bedrock Production, LLC ("Bedrock") has received the required Groundwater Advisory Unit's groundwater protection determination letter (the "Letter") from the Railroad Commission of Texas. This issuance of this Letter is to outline the specific areas downhole of the permitted wellbores that are to be protected to ensure usable quality groundwater in the area is unaffected by the gas well being permitted.

Based on the recommendation of the GAU Letter, Bedrock will set surface casing per RRC requirements across all usable-quality water zones to isolate and prevent any contamination. The Letter outlines these depths as being from surface down to the base of the Cretaceous-age beds base which has been identified to be at approximately 1,025'. Surface casing will be centralized and cemented back to surface with RRC approved quality cement. The surface casing will also be tested per RRC requirements prior to drill out. Bedrock will also run production casing back to surface, and it will be cemented across and above all productive and potential flow zones with RRC approved quality cement to control any annular gas migration.

Cementing.

Cementing shall be by the pump and plug method. Sufficient cement shall be used to fill the annular space outside the casing from the shoe to the ground surface or to the bottom of the cellar. If cement does not circulate to ground surface or the bottom of the cellar, the operator or the operator's representative shall obtain the approval of the district director for the procedures to be used to perform additional cementing operations, if needed, to cement surface casing from the top of the cement to the ground surface.

(i) Surface casing strings must be allowed to stand under pressure until the cement has reached a compressive strength of at least 500 psi in the zone of critical cement before drilling plug or initiating a test. The cement mixture in the zone of critical cement shall have a 72-hour compressive strength of at least 1,200 psi.

(ii) An operator may use cement with volume extenders above the zone of critical cement to cement the casing from that point to the ground surface, but in no case shall the cement have a compressive strength of less than 100 psi at the time of drill out nor less than 250 psi 24 hours after being placed.

(iii) In addition to the minimum compressive strength of the cement, the free water content shall be minimized to the greatest extent practicable in the cement slurry to be used in the zone of critical cement. In no event shall the free water separation average more than two milliliters per 250 milliliters of cement tested in accordance with the current API RP 10B-2: Recommended Practice for Testing Well Cements, inside the zone of critical cement, or more than six milliliters per 250 milliliters of cement tested outside the zone of critical cement.

(iv) The Commission may require a better quality of cement mixture to be used in any well or any area if conditions indicate that a better quality of cement is necessary to prevent pollution, isolate productive zones, potential flow zones, or zones with corrosive formation fluids or prevent a safety issue in the well.

Compressive strength tests.

Cement mixtures for which published performance data are not available must be tested by the operator or service company. Tests shall be made on representative samples of the basic mixture of cement and additives used, using distilled water or potable tap water for preparing the slurry. The tests must be conducted using the equipment and procedures in, or equipment and procedures equivalent to those in, API RP 10B-2, Recommended Practice for Testing Well Cements. Test data showing competency of a proposed cement mixture to meet the above requirements

must be furnished to the Commission prior to the cementing operation. To determine that the minimum compressive strength has been obtained, operators shall use the typical performance data for the particular cement used in the well (containing all the additives, including any accelerators used in the slurry) at the following temperatures and at atmospheric pressure.

(i) For the cement in the zone of critical cement, the test temperature shall be within 10 degrees Fahrenheit of the formation equilibrium temperature at the top of the zone of critical cement.

(ii) For the filler cement, the test temperature shall be the temperature found 100 feet below the ground surface level, or 60 degrees Fahrenheit, whichever is greater.

Centralizers.

Surface casing shall be centralized at the shoe, above and below a stage collar or diverting tool, if run, and through usable-quality water zones. In nondeviated holes, pipe centralization as follows is required: a centralizer shall be placed every fourth joint from the cement shoe to the ground surface or to the bottom of the cellar. All centralizers shall meet specifications in, or equivalent to, API spec 10D Specifications for Bow-Spring Casing Centralizers; API Spec 10 TR4, Technical Report on Considerations Regarding Selection of Centralizers for Primary Cementing Operations; and API RP 10D-2, Recommended Practice for Centralizer Placement and Stop Collar Testing.

Mechanical integrity test of surface casing after drillout.

(i) If the surface casing is exposed to more than 360 rotating hours after reaching total depth or the depth of the next casing string, the operator shall verify the integrity of the surface casing by using a casing evaluation tool or conducting a mechanical integrity test or equivalent Commission-approved casing evaluation method, unless otherwise approved by the district director.

(ii) If a mechanical integrity test is conducted, the appropriate district office shall be notified at least eight hours before the test is conducted to give the district office an opportunity to witness the test. The operator shall use a chart of acceptable range (20% - 80% of full scale) or an electronic equivalent approved by the district director, and the surface casing shall be tested at a pump pressure in pounds per square inch (psi) calculated by multiplying the length of the true vertical depth in feet of the casing string by a factor of 0.5 psi per foot up to a maximum of 1,500 psi for a minimum of 30 minutes. A pressure test demonstrating less than a 10% pressure drop after 30 minutes constitutes confirmation of an acceptable pressure test. The appropriate district office shall be notified within 24 hours after a failed test. Completion operations may not re-commence until the district director approves a remediation plan and the operator successfully implements the approved plan, and successfully re-tests the surface casing.

BEDROCK ENERGY PARTNERS

BEDROCK PRODUCTION, LLC - STATEMENT OF FACTS & ACKNOWLEDGMENT

APPLICANT: BEDROCK PRODUCTION, LLC
ADDRESS: 820 GESSNER RD., STE 1100, HOUSTON, TX 77024
CONTACT: TONY TAMBORELLO – 281-836-0416 – ttamborello@bedrockep.com
PROJECT NAME: TURNER "C" 9H, 10H, 11H, 12H, 13H

I certify that the information included in the packets for both the City of Justin Special Use Permit and Gas Well Application/Permit is true, correct, and complete to the best of my acknowledge and ability, and that I will be fully prepared to present the proposal at a Planning and Zoning Commission and City Council public hearing.

Spencer Cox — 5-26-22 — Spencer Cox
Signature of Spencer Cox, Chief Operating Officer | Date | Name

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 26 day of May, 2022, by Spencer Cox, the Chief Operating Officer of Bedrock Production, LLC.

EMILY CLINE
Notary Public, State of Texas
Comm. Expires 10-25-2022
Notary ID 131772697

Notary Public, State of Texas

Tony Tamborello — 5-26-22 — Tony Tamborello
Signature of Tony Tamborello, Director of Land | Date | Name

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 26 day of May, 2022, by Tony Tamborello, the Director of Land of Bedrock Production, LLC.

EMILY CLINE
Notary Public, State of Texas
Comm. Expires 10-25-2022
Notary ID 131772697

Notary Public, State of Texas

Reference #: _____

The operator does expressly release and discharge, all claims, demands, actions, judgments, and executions which it ever had, or now has or may have, or assigns may have, or claim to have, against the city, and/or its departments, agents, officers, servants, successors, assigns, sponsors, volunteers, or employees, created by, or arising out of personal injuries, known or unknown, and injuries to property, real or personal, or in any way incidental to or in connection with the performance of the work performed by the operator under a gas well permit.

The operator shall fully defend, protect, indemnify, and hold harmless the city, its departments, agents, officers, servants, employees, successors, assigns, sponsors, or volunteers from and against each and every claim, demand, or cause of action and any and all liability, damages, obligations, judgments, losses, fines, penalties, costs, fees, and expenses incurred in defense of the city, its departments, agents, officers, servants, or employees, including, without limitation, personal injuries and death in connection therewith which may be made or asserted by the operator, its agents, assigns, or any third parties on account of, arising out of, or in any way incidental to or in connection with the performance of the work performed by the operator under a gas well permit.

The operator agrees to indemnify and hold harmless the city, its departments, its officers, agents, servants, employees, successors, assigns, sponsors, or volunteers from any liabilities or damages suffered as a result of claims, demands, costs, or judgments against the city, its departments, its officers, agents, servants, or employees, created by, or arising out of the acts or omissions of the city occurring on the drill site or operation site in the course and scope of inspecting and permitting the gas wells, including, but not limited to, claims and damages arising in whole or in part from the negligence of the City of Justin occurring on the drill site or operation site in the course and scope of inspecting and permitting the gas wells.

It is understood and agreed that the indemnity provided for in this section is an indemnity extended by the operator to indemnify and protect the City of Justin, Texas and/or its departments, agents, officers, servants, or employees from the consequences of the negligence of the City of Justin, Texas and/or its departments, agents, officers, servants, or employees, whether that negligence is the sole or contributing cause of the resultant injury, death, and/or damage.

Signature of operator or their authorized representative:	Date:
Spencer Cox	5-26-22

FOR OFFICE USE ONLY

Received By _____ Date Received _____ Fee Amount _____

Date Paid _____ ☐ Cash ☐ CC ☐ Check #(s): _____ _____

Revised: 3/2022

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company,** each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Timothy F. Kelly, R. F. Bobo, Florence McClellan, Kristin Darling, Autumn Stockton, Aaron Clark, Nicholas Patetta, jointly or severally

in the City of Houston, State of Texas its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company,** as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company,** as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 25th day of March, 2020.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois
County of Peoria } SS

On this 25th day of March, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jacqueline M. Bockler
Jacqueline M. Bockler — Notary Public

OFFICIAL SEAL
JACQUELINE M BOCKLER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES JAN 14 2022

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company,** do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 7th day of February, 2022.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D Fick
Jeffrey D Fick — Corporate Secretary

This bond replaces and supersedes Argonaut Insurance Company Bond No. SUR0041436, effective February 7, 2022.

TO: RAILROAD COMMISSION OF TEXAS
Attention: Oil & Gas Division
Permitting/Production, P-5 Financial Assurance Section
P.O. Box 12967
Austin, TX 78711-2967

Bond # CMS0344024

BLANKET PERFORMANCE BOND

P-5PB(2)
rev. 6/2002

THE STATE OF TEXAS, COUNTY OF Harris

WHEREAS, persons performing oil and gas operations within the jurisdiction of the Railroad Commission of Texas are required to execute and file with the Commission a bond covering those operations, pursuant to §91.103 and §91.104 of the Texas Natural Resources Code;

WHEREAS, the Principal named below is the operator of certain Commission-regulated operations including but not limited to (1) operations listed on the Commission's P-5 Organization Report records, and/or (2) wells listed on the Commission's Oil and Gas Proration Schedules, and any additional wells that may be obtained prior to the expiration of this bond and carried on the Oil and Gas Proration Schedules;

WHEREAS, the Commission's P-5 Organization Report records and the Oil and Gas Proration Schedules pertaining to the Principal are incorporated herein by reference as if fully set forth at length;

WHEREAS, the Principal desires to perform oil and gas operations and activities within the jurisdiction of the Commission, and which operations and activities must be carried on in full conformance with all state laws and Commission rules, including those laws and Commission rules, orders, and permits requiring operators to plug and abandon all wells and control, abate, and clean up pollution associated with an operator's oil and gas operations and activities;

WHEREAS, Principal acknowledges and agrees that, due to amendments to the Texas Natural Resources Code, amendments to Commission Rules, and/or changes to the Principal's Commission-regulated operations, including without limitation the acquisition of additional wells, it may be required during the effective term of this bond to provide additional financial security beyond the face amount of this bond before its P-5 Organization Report will be accepted and approved.

1. Organization Name, exactly as shown on P-5 Organization Report.	2. P-5 Number, if assigned.	3. Total # of operator's wells.
Bedrock Production, LLC	061620	1,421
4. Other Commission-regulated operations. See bond instruction sheet, Paragraph F. [Check appropriate operations; example: operating a pipeline = I] (A) X (B) ____ (C) ____ (D) ____ (E) X (F) X (G) ____ (H) X (I) X (J) ____ (K) ____ (L) ____	5. Other operations not included in (A)-(L).	6. Effective Date of P-5 Renewal for which bond is being submitted. (Leave blank if this is the initial bond filing.)

We, Bedrock Production, LLC (person's name) as Principal, and RLI Insurance Company as Surety, duly authorized and qualified to do business in the State of Texas, are held and firmly bound unto the State of Texas in the sum of Two Hundred Fifty Thousand and 00/100 Dollars ($250,000.00) payable at Austin, Travis County, Texas, and for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

This bond is conditioned that if the Principal will plug and abandon all wells and control, abate, and clean up pollution associated with its oil and gas operations and activities in accordance with state law and all permits, rules and orders of the Commission, and is in full compliance with the following requirements, then the Principal and Surety are relieved of their obligation to pay the bond amount to the State:

1. Inactive wells shall be maintained in compliance with Commission Statewide Rule 14 (a) by plugging the wells, (b) by restoring the wells to beneficial use, or (c) so as to prevent the pollution of any ground or surface water in the state or any uncontrolled escape of formation fluids from the strata in which they were originally located.
2. All active wells shall be maintained so as to prevent the pollution of any ground or surface water in the state or any uncontrolled escape of formation fluids from the strata in which they were originally located.
3. All oil and gas operations and activities shall be carried out so as to prevent pollution of any ground or surface water in the state.

In the event of a failure of Principal to comply with the conditions and obligations of this bond, the Surety shall promptly remedy such non-compliance, in accordance with the laws of the state and permits, rules, and orders of the Commission, within 60 days of notice of non-compliance.

1. If any well or other oil and gas operation or activity subject to this bond is likely to pollute or is polluting any ground or surface water or allowing uncontrolled escape of formation fluids from the strata in which they were originally located, the Surety shall expend funds up to the face amount of the bond to control, abate and clean up pollution and to prevent further escape of formation fluids.
2. If any well or other oil and gas operation or activity subject to this bond is not polluting any ground or surface water or allowing uncontrolled escape of formation fluids from the strata in which they were originally located, but the Principal has failed to maintain current operator status as reflected on the Commission's P-5 Organization Report records, the Surety shall:
   (a) Expend funds up to the face amount of the bond to properly plug the well or close any other operation or activity (Surety understands and agrees that plugging or closing operations must be completed once commenced without the expenditure of State Funds, including State Oil-Field Cleanup funds); or
   (b) Pay liquidated damages. It is agreed by the parties that the actual damages which might be sustained by the Railroad Commission of Texas by reason of the failure to comply are uncertain and would be difficult of ascertainment, and it is further agreed that the sum of $2.50 per foot multiplied by the total depth of each non-compliant well, up to the face amount of the bond, would be reasonable and just compensation for such failure to comply, and Surety hereby promises to pay and the Railroad Commission of Texas agrees to accept, at its office in Austin, Travis County, Texas such sum as liquidated damages, and not as a penalty, in the event of such failure to comply.

(over)

3. Except as provided by Paragraph 2(b) above, if the Commission has expended State Funds to plug any well, to close any other operation or activity, to control, abate and clean up pollution or take any other action to prevent further escape of formation fluids, the Surety shall reimburse the Commission for the amounts of State Funds so expended up to the face amount of the bond.

Sums demanded under this bond shall be paid to the Railroad Commission at Austin, Texas, within thirty days after receipt of written demand therefor, which demand shall be mailed by registered or certified U.S. mail to the address shown below.

Conditions and obligations under this bond are construed in accordance with state law and all permits, rules, and orders of the Commission, including any amendments thereto that may be made during the term of this bond, and Surety waives notice of any amendments. The State of Texas shall have the right to sue on and otherwise enforce the obligations of this bond without first resorting to or exhausting its remedies against the properties and assets of the Principal.

This bond is effective beginning 150 days after the Principal's P-5 effective date stated in Box 6. If the Principal is filing this bond for the first time, then the bond is effective on the Principal's P-5 effective date for the first year; thereafter, it will be effective 150 days after the P-5 effective date.

The term of this bond shall expire March 30, 20 23 (date must be 150 days after one of the Principal's annual P-5 expiration dates) and is renewable. Written notice of renewal shall be given by the Surety to the Commission on or before the Principal's last P-5 filing date prior to the expiration of this bond. Obligations to pay part or all of the bond amount are deemed released upon the expiration date of the bond unless the Commission has made a claim on the bond or an enforcement action against any operations or activities subject to the bond is pending. Principal and Surety may also be relieved of their obligations to pay part or all of the bond amount by written agreement between the Railroad Commission of Texas, Principal, and Surety.

If the bond amount is not paid in accordance with the terms of this bond and if judgment for any part of the bond amount is awarded through action of the Attorney General in bankruptcy, probate, or any other court proceeding, then the State shall be entitled to court costs and reasonable attorney's fees awarded by the court. Surety's liability for such costs and fees shall not be limited by the amount of this bond. It is agreed and understood that this bond is executed and performable in Austin, Travis County, Texas, and venue for any cause of action construing this bond is proper in Austin, Travis County, Texas.

A transfer, by any means, of any well covered under this bond does not relieve the Surety of any obligation under this bond until the operator acquiring the well has on file with the Commission an approved form of financial security covering the well. The transferred well remains covered by this bond and the Principal and Surety remain responsible for compliance with all laws and Commission rules covering the transferred well until the Commission determines that the well is covered by proper financial security and the acquiring operator has assumed full responsibility for the well in accordance with all state laws, including §91.107, Texas Natural Resources Code and Commission rules.

IN TESTIMONY WHEREOF, said PRINCIPAL has hereunto subscribed his or her name or has caused this instrument to be signed by its duly authorized officers and its corporate seal to be affixed this _____ day of _____ 20_____.

IN TESTIMONY WHEREOF, said SURETY has caused this instrument to be signed by its duly authorized officers and its corporate seal to be affixed this 7th day of February 20 22.

Bedrock Production, LLC
PRINCIPAL

(seal)

By_____
NAME & TITLE

RLI Insurance Company
SURETY (ATTACH POWER OF ATTORNEY)

(seal)

By Kristin Darling
Kristin Darling, Attorney-In-Fact
NAME & TITLE

9025 N Lindbergh Dr., Peoria, IL 61615
SURETY'S FULL MAILING ADDRESS

9025 N Lindbergh Dr., Peoria, IL 61615
SURETY'S PHYSICAL ADDRESS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/28/2023 — 5/3/2022

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:
INSURED 1508746 Bedrock Energy Partners, LLC 820 Gessner Rd., Ste 1100 Houston TX 77024	INSURER A : Markel International Insurance Company Limited INSURER B : Arch Insurance Company — 11150 INSURER C : Ascot Specialty Insurance Company — 45055 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 18494480 **REVISION NUMBER:** XXXXXXX

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 CERTIFICATE 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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	JCGL103740	2/28/2022	2/28/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	81CAB5004502	2/28/2022	2/28/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $	Y	Y	JUMB103255	2/28/2022	2/28/2023	EACH OCCURRENCE AGGREGATE	$ 25,000,000 $ 25,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	81WCI500442	2/28/2022	2/28/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C C	Poll- Primary Poll- XS	Y	Y	ENPU2110000357-02 ENXU2110000359-02	2/28/2022 2/28/2022	2/28/2023 2/28/2023	$1M Each Event/$2M Agg. $9M Each Event/$9M Agg.	

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

CERTIFICATE HOLDER

18494480
City of Justin
415 North College Avenue
Justin TX 76247

CANCELLATION See Attachment

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

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All policies (except Workers Compensation/EL) include a blanket automatic additional insured endorsement [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.

All policies include a blanket notice of cancellation to certificate holders endorsement, providing for 30 days' advance notice if the policy is cancelled by the company other than for nonpayment of premium, 10 days' notice if the policy is cancelled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

All policies (except Workers' Compensation/Employers' Liability) contain a special endorsement with 'Primary and non-contributory" wording.

Excess Liability follows form of underlying General Liability, Auto Liability & Employers Liability policies.

The Commercial Auto policy includes a blanket loss payee endorsement [provision] that confers loss payee 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 loss payee, in the absence of such a contractual obligation on the part of the named insured, the certificate holder is not a loss payee under the policy.

Named Insured Schedule

Bedrock Production, LLC
Bedrock Energy Partners, LLC
Bedrock Production EmployeeCo, LLC

BEDROCK
PRODUCTION, LLC

EMERGENCY RESPONSE PLAN

24 Hour Emergency Number
(817) 841-8885

Turner Wells

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1.0 PURPOSE

2.0 INTRODUCTION

3.0 POTENTIAL HAZARDS

4.0 EMERGENCY RESPONSE ACTIONS

5.0 INCIDENT NOTIFICATION PROCEDURES

6.0 COMMUNICATON

7.0 CONTACT NUMBERS

8.0 ACCIDENT/INCIDENT REPORTING PROCEDURES

Well completion (preparing the well to produce);

Construction of facilities (flow-lines, gas/water separation facilities, and storage tanks).

Reclamation of disturbed acreage not needed for gas production or reworking operations;

Well abandonment and well site reclamation

Fluid production from the well is flowed to a separator that separates the gas from the water. Water is considered a waste product and, following separation, is piped to an above-ground storage tank where it is contained until trucked to an approved, offsite disposal facility.

The natural gas is separated from the water and flows through gas measurement facilities, then off the lease via an underground pipeline. Bedrock utilizes third party companies to gather, compress, and transport the gas from its wells.

3.0 POTENTIAL HAZARDS

Construction

Construction activities involve the use of heavy equipment and include trenching/excavation activities. In addition to the potential workplace hazards associated with working in/around heavy equipment, potential hazards include inadvertent damage to existing buried service lines.

Construction operations are conducted on behalf of Bedrock by specialized contractors. To minimize the risks associated with construction operations, each contractor has established programs, procedures and equipment for personnel safety. In addition, to minimize the likelihood of problems during trenching and excavation, these operations are conducted in accordance with applicable regulatory requirements and include use of the "one-call" notification system to ensure that existing service lines are identified and marked before excavation operations are commenced.

To facilitate outside agency response in the event of an emergency, personnel (including Bedrock contractors) are provided with telephone contact numbers for the sheriff, police, highway patrol, fire service, and poison control.

Measures to recognize and prevent the above described hazards include training, installation of equipment to prevent trench cave-in, and implementation of safe construction work practices and techniques.

Drilling, Reworking & Well Service Operations

During drilling, reworking or well service operations, potential hazards include fires, explosions, or gas releases either due to a well control problem or gas migration via the wellbore to the surface. Other potential hazards include workplace safety hazards associated with working in and around drilling equipment and pressurized lines.

Drilling operations are conducted on behalf of Bedrock by specialized contractors. To minimize the risks associated with drilling, reworking and well service operations, each contractor has established programs, procedures and equipment for personnel safety. In addition, to minimize the likelihood of well control problems, operations are conducted in accordance with applicable regulatory rules and requirements of the Texas Railroad Commission.

To facilitate outside agency response in the event of an emergency, personnel (including Bedrock contractors) are provided with telephone contact numbers for the sheriff, police, highway patrol, fire service, and poison control.

Production

The most significant hazard associated with Bedrock's production operations is a gas leak. If the leaking gas flows into the air, it most likely will dissipate quickly and pose little to no danger. However, if the gas is confined in the presence of an ignition source, it can flash ignite and result in a fire. In addition, gas can displace oxygen which may lead to a localized oxygen deficient environment and result in asphyxiation to exposed individuals.

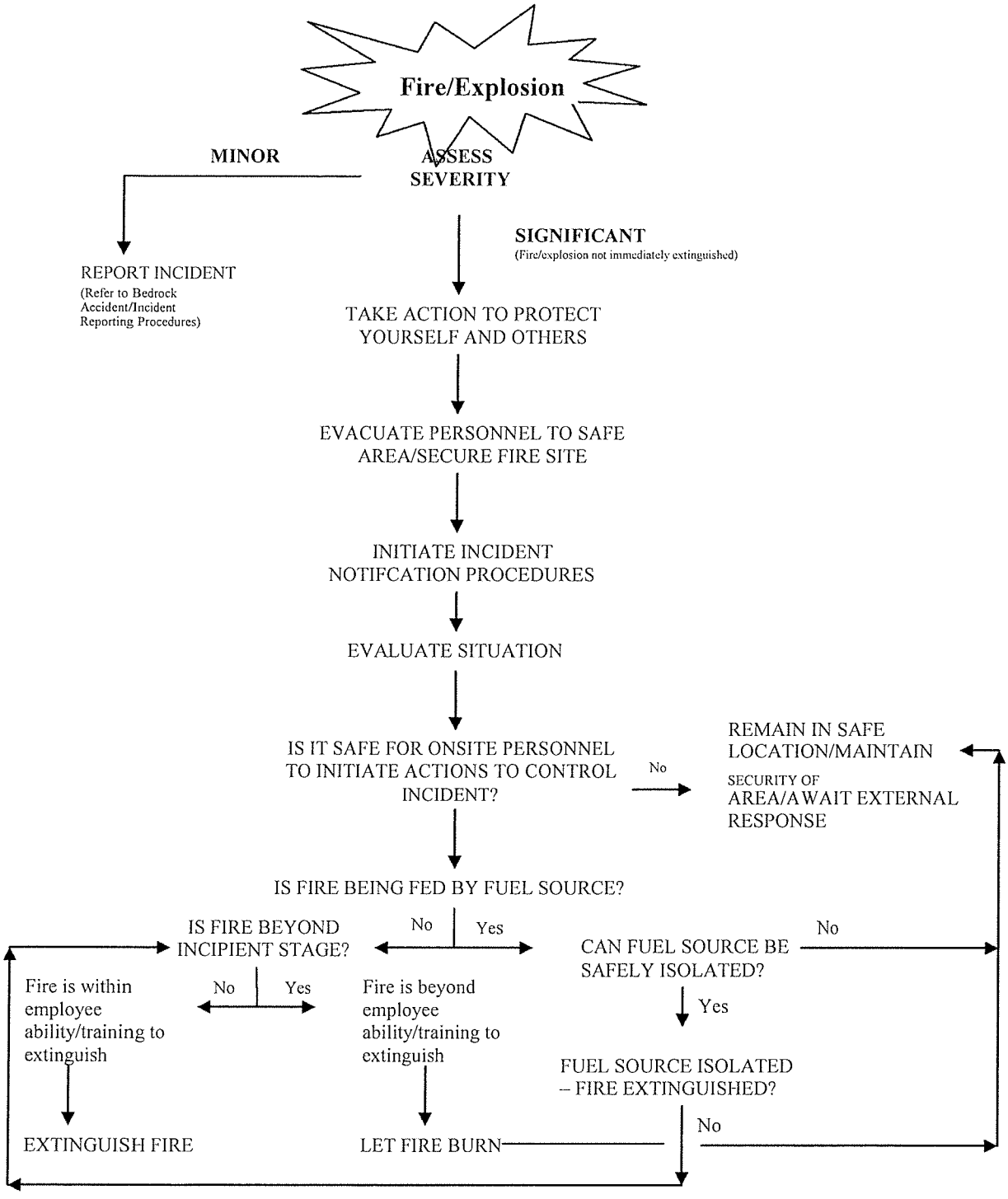
Bedrock wells are monitored by personnel on a regular basis. Bedrock personnel responsible for monitoring well operations are provided with mobile communications and are trained to detect potentially hazardous situations associated with the production of natural gas. In addition, for those Bedrock wells located near public facilities the wells are provided with a locked fence to prevent unauthorized access.

To facilitate outside agency response in the event of an emergency, personnel including Bedrock contractors are provided with telephone contact numbers for the sheriff, police, highway patrol, fire service and poison control.

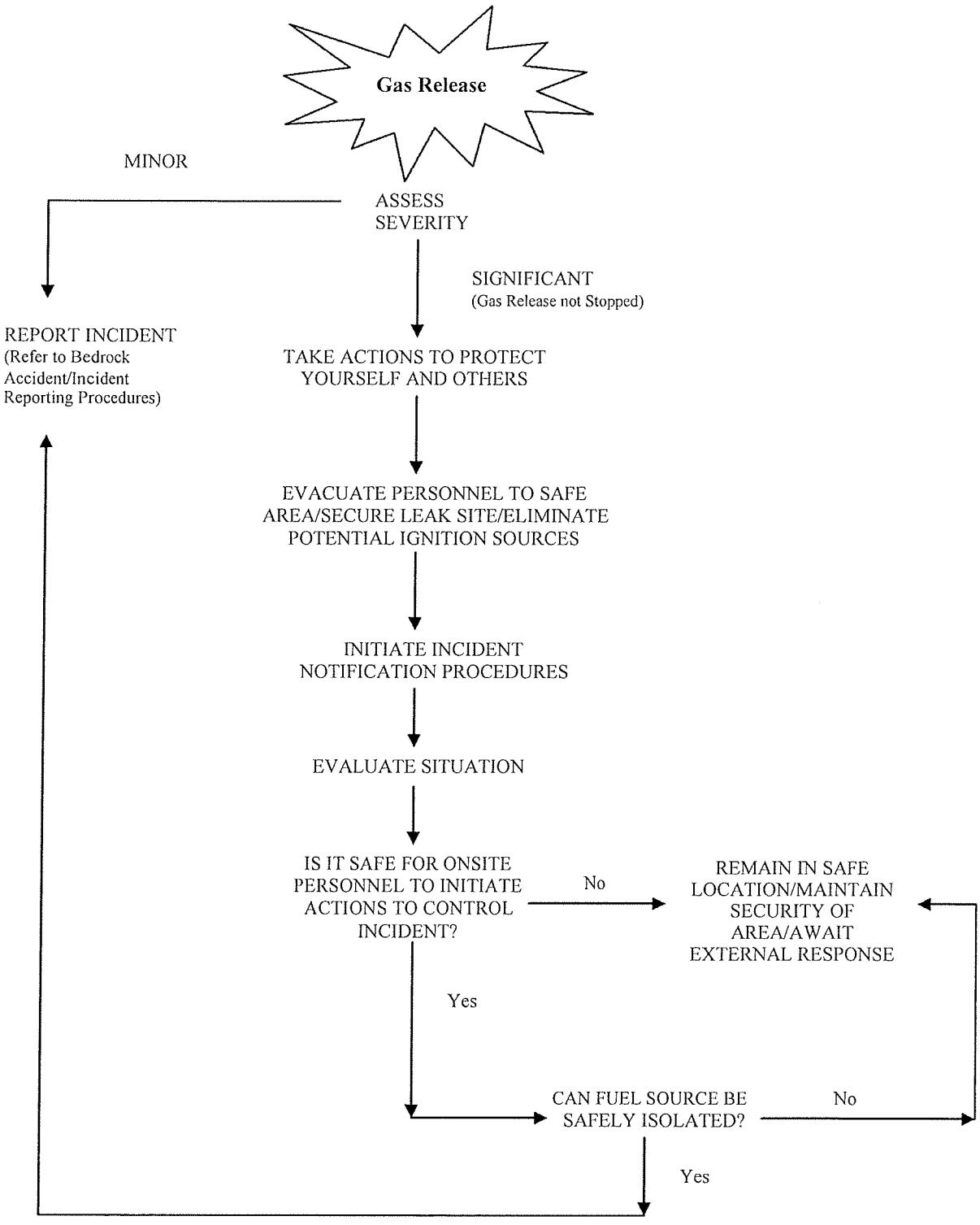
Each Bedrock-operated well is marked with a sign indicating company name, well number, lease name, legal description of the location of the well, and county. In addition, the sign includes a telephone number that can be utilized to contact Bedrock in the event of an emergency.

4.0 EMERGENCY RESPONSE ACTIONS

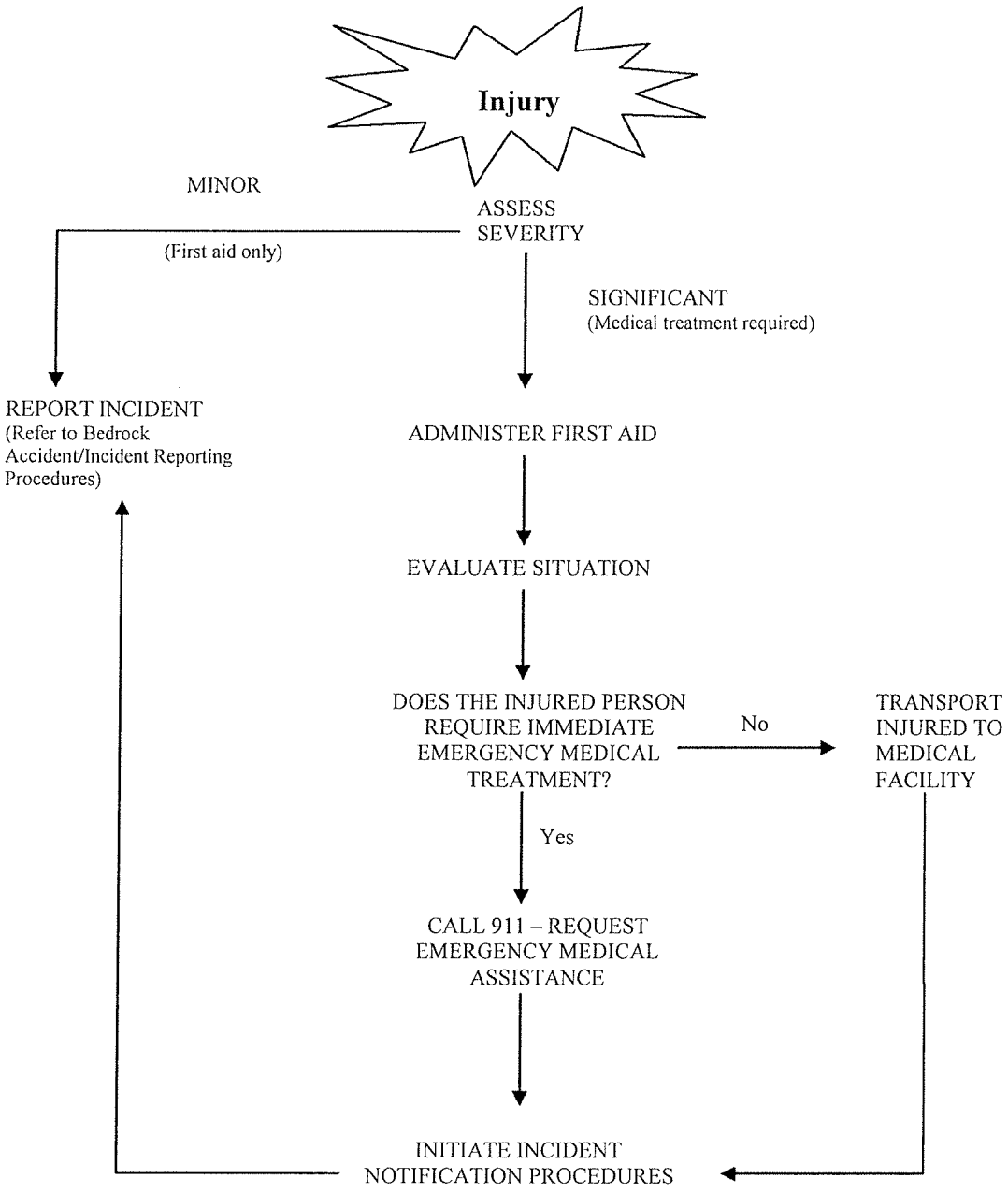
FIRE/EXPLOSION EMERGENCY FLOWCHART



GAS RELEASE EMERGENCY FLOWCHART



INJURY EMERGENCY FLOWCHART



In addition to the above described procedures, the person at the scene will establish the following based on the site conditions:

- Safe distances and places of refuge,
- Site security and control, and
- Evacuation routes and procedures

Emergency medical treatment will be provided by outside medical response agencies. First aid will be provided by Bedrock or contractor employees trained and equipped to render such service.

Personal protective equipment and emergency equipment such as fire extinguishers are provided to all appropriate field personnel and will be accessible for immediate use.

Following an emergency incident a formal critique of the response will be conducted to include recommendations and follow up actions.

5.0 INCIDENT NOTIFICATION PROCEDURES

1. Person at scene – Call:

Bedrock Production, LLC
Donald Biehl, Area Manager
(940) 210-2634

and

24 hour Emergency Number
(817) 841-8885

And the appropriate number in 7.0 below

or the appropriate emergency response organization based on incident circumstances.

•Identify yourself
•State the nature of the incident
•Give your exact location •Describe the extent of the incident
•State the extent of any injuries or casualties •Advise of assistance required
•Provide your call back number

2. If incident involves contractor employee, Incident Commander* will contact the affected contractor and advise them of the situation

3. If incident requires additional Bedrock response actions, Incident Commander shall mobilize additional resources, coordinate the response and notify Reno Management**.

*Incident commander is Bedrock's, Operations Manager, or their designee.
Denton County Area Management is Donald Biehl, or his designee.

6.0 COMMUNICATIONS

Communications during an emergency incident will be accomplished using portable mobile telephones, land line telephones, and/or two-way radio, if available. Other forms of communication may include email, for example, to record communications to agencies or corporate personnel. For areas where mobile coverage is not available, emergency personnel will locate and travel to nearest mobile service area.

7.0 EMERGENCY CONTACTS

State of Texas	Emergency	Non-Emergency
Texas Railroad Commission		(512) 463-6838
24 Hour Emergency – Austin	(512) 463-6788	
Distr. 5 – Kilgore		(903) 984-3026
Texas Emergency Response Center		(800) 463-7727
Texas Commission on Environmental Quality (TCEQ)	(800) 832-8224	(512) 463-7727
Texas One Call (Line Locate)		811
Highway Patrol	911	(800) 525-5555
Poison Control		(800) 764-7661
City of Justin – Denton County		
City of Justin		(940) 648-2541
Fire Department (Justin)	911	(940) 648-2561
Ambulance	911	

Sheriff (Denton County)	911	(940) 349-1600
Police (Justin)	911	(940) 648-2541
Illegal Dumping (Denton)		(940) 349-8743
Emergency Management- Denton County		(940) 349-2840

Directions to Nearest Hospital:

Medical City Denton
3535 I-35E
Denton TX 76210
(940) 384-3535

Get on I-35W N in Argyle from FM 407E, follow I-35W N and I-35E S to S Interstate 35 in Denton. Exit from I-35E S. Take Colorado Blvd to hospital.

BEDROCK PRODUCTIONS, LLC OPERATING EMERGENCY CONTACTS

24-hour emergency number: **817-841-8885**

Houston Office: 820 Gessner Rd, Suite 1100, Houston, Texas 77024 Telephone: (281) 899-8747

Bedrock Production, LLC Contact Information			
Name	**Position**	**Office**	**Mobile**
Hans Dube	Director of Operations	817-612-4834	817-228-6975
Donald Biehl	North Barnett Superintendent	940-683-8667	940-210-2634
Randy Hardee	North Barnett Sr. Production Foreman	940-683-8600	940-389-7467
Pamela Fuentes	S&E Coordinator	940-683-8637	940-577-2415
Brandon Sotello	North Barnett S&E Coordinator	940-683-8600	817-304-5911
Spencer Cox	Executive Vice President Operations	281-899-8747	432-254-5140

PRIMARY RESPONSE CONTRACTORS

-	Gas gathering-	CrossTex	318-619-5686
	Compression 24-hour Emergency Number		
-	Waste Disposal	New Tex	940-683-5487
-	Roustabout Crews/Dirt Work	Smith Oilfield Svc	
-	24-hour Emergency Number	940-210-2170	

8.0 ACCIDENT/INCIDENT REPORTING PROCEDURES

All accidents are to be reported. Bedrock and contractor employees shall immediately report any accident, injury, or illness to his or her immediate supervisor or designee.

- The Bedrock Supervisor shall ensure that work-related injuries/illnesses involving Bedrock employees and contractor personnel are formally reported, recorded, and investigated.

- For compensable work-related injuries/illnesses involving Bedrock employees, ensure that any required reports are filed with the appropriate State agency within 10 days.

- The driver of any Bedrock-owned or leased vehicle involved in an accident shall immediately report the incident to their supervisor. The supervisor shall ensure the vehicle accident is formally reported, recorded and investigated.

The Bedrock Area Superintendent of Operations or his designee shall ensure that accidents which result in significant property damage, a fire, and/or potentially serious incident are formally reported, recorded and investigated.

- Where appropriate, Bedrock management will direct that an additional formal investigation of an accident or incident be conducted.

BEDROCK PRODUCTIONS, LLC OPERATING EMERGENCY CONTACTS

24-hour emergency number: **817-841-8885**

Houston Office: 820 Gessner Rd
Suite 1100
Houston, Texas 77024

Telephone: (281) 899-8747

Bedrock Production, LLC Contact Information			
Name	**Position**	**Office**	**Mobile**
Hans Dube	Director of Operations	817-612-4834	817-228-6975
Donald Biehl	North Barnett Superintendent	940-683-8667	940-210-2634
Randy Hardee	North Barnett Sr. Production Foreman	940-683-8600	940-389-7467
Pamela Fuentes	S&E Coordinator	940-683-8637	940-577-2415
Brandon Sotello	North Barnett S&E Coordinator	940-683-8600	817-304-5911
Spencer Cox	Executive Vice President Operations	281-899-8747	432-254-5140

Bedrock Production, LLC Contact Information			
Name	**Position**	**Office**	**Mobile**
Hans Dube	Director of Operations	817-612-4834	817-228-6975
Callaway Hall	South Barnett Superintendent	817-612-4832	817-933-7473
Pamela Fuentes	S&E Coordinator	940-683-8637	940-577-2415
Scott Rodgers	South Barnett S&E Coordinator	817-441-5844	940-255-0261
Spencer Cox	Executive Vice President Operations	281-899-8747	432-254-5140

BEDROCK
PRODUCTION, LLC

Hazardous Materials Management Plan

24 Hour Emergency Number

(817) 841-8885

Bedrock Energy Partners

820 Gessner, Suite 1100

Houston, Texas 77024

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1. Hazardous Material Management Plan

2. Location Design and Potential Hazard Control

3. Hazardous Material Containment

4. Hazardous Materials / Production Locations

5. Incident Notification Emergency Contacts

Appendix A
State & Public Agency & Emergency Services Contacts

Appendix B
Emergency Medical Facilities List

LOCATION DESIGN & POTENTIAL HAZARD CONTROL

During the production phase of oil and gas exploration, Bedrock Production, LLC understands the potential hazards remains. Operator's management and oversight will continue as so to best control any potentially hazardous conditions.

Waste water and condensate will be collected and stored on site in designated storage tanks. The lease operator shall inspect the well every day for any potential operational problems as well as any releases of gas or hazardous materials from any processing equipment and any non-process or storage equipment that may be needed on the site location for the safe operation of the well. The tank(s) shall be located within a secondary containment barrier which has a non-permeable wall or levee with liner capable of holding the total capacity of the largest tank in containment plus 10% for precipitation. The tank(s) are equipped with high level sensors which will shut off the well in the event the tanks have reached total capacity. The tanks' contents shall be off-loaded by a commercial transporter to the sales point or transported to disposal as required to a permitted disposal site in accordance with the applicable oil and gas regulatory agency requirements.

HAZARDOUS MATERIAL CONTAINMENT

During well producing operations any hazardous or non-hazardous hydrocarbons or chemicals needed to insure efficient and safe operation of the well be released Production personnel will take immediate action to correct the situation in the safest manner possible to:

- Shut off source of leakage
- Take steps necessary to prevent materials from spreading by using absorbent material or diverting the material by erecting dams or dikes.
- Estimate the size of the area affected for required response
- Call responsible Supervisory personnel and reporting details of the incident along with any additional pertinent information.
- Assist and coordinate the remedial efforts and to prevent additional contamination.

A report to the company shall be made immediately to the company personnel by the on-site supervisor so that the company supervisor can decide as to the magnitude of any contaminant, if any, and report the control and clean up to the agency have jurisdiction. The report shall include, but not be limited to the following:

Name

Well Name and Location

Date

Time Sighted & by who

Size

Origin

Area Affected

Time of Containment

Material Leak

Above information is necessary for assessing the cleanup procedure and agency reporting.

HAZARDOUS MATERIAL/PRODUCTION LOCATIONS

Bedrock Production, LLC

820 Gessner

Suite 1100

Houston, TX 77024

(281) 899-8747

Directions to Turner C wells

AT THE INTERSECTION OF HWY 407 AND BOSS RANGE RD IN JUSTIN TX, GO SOUTH ON BOSS RANGE RD .40 MILES AND ENTRANCE WILL BE ON YOUR RIGHT.

INCIDENT NOTIFICATION EMERGENCY CONTACTS

24-Hour Emergency number: 817-841-8885

Houston Office: **820 Gessner**

Suite 1100

Houston, Texas 77024

(281) 899-8747

Bedrock Office Emergency Contacts

Bedrock Production, LLC Contact Information			
Name	**Position**	**Office**	**Mobile**
Hans Dube	Director of Operations	817-612-4834	817-228-6975
Donald Biehl	North Barnett Superintendent	940-683-8667	940-210-2634
Randy Hardee	North Barnett Sr. Production Foreman	940-683-8600	940-389-7467
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Brandon Sotello	North Barnett S&E Coordinator	940-683-8600	817-304-5911
Spencer Cox	Executive Vice President Operations	281-899-8747	432-254-5140

1. Or the appropriate emergency response organization based on incident circumstances.

- Identify yourself
- State the nature of the incident
- Give your exact location
- Describe the extent of the incident
- State the extent of any injuries or casualties
- Describe assistance required
- Provide your call back number

2. If incident involves contractor employee, Incident Commander will contact the affected contractor and advise them of the situation

3. If incident requires additional response actions, Incident Commander shall mobilize additional resources, coordinate the response

COMMUNICATIONS

Communications during an emergency incident will be accomplished using portable mobile telephones, land line telephones, and/or two-way radio, if available. Other forms of communication may include email, for example, to record communications to agencies or corporate personnel. For areas where mobile coverage is not available, emergency personnel will locate and travel to nearest mobile service area.

Appendix A

State & Public Agency & Emergency Services Contacts

State of Texas	Emergency	Non-Emergency
Texas Railroad Commission		(512) 463-6887
24 Hour Emergency – Austin	(512) 463-6788	
Distr. 9 – Wichita Falls		(940) 723-2153
Texas Emergency Response Center		(800) 463-7727
Texas Commission on Environmental Quality (TCEQ)	(800) 832-8224	(512) 463-7727
Texas One Call (Line Locate)		(800) 545-6005
Highway Patrol	911	(800) 525-5555
Poison Control		(800) 764-7661

City of Justin

Electric/Gas Services

Electrical Service: **TXU**-(866) 898-3465

Gas Service: **None**

Local Emergency Planning Commission		(940) 349-2840
Fire Department	911	(940) 648-2561
County Sheriff Department	911	(940) 349-1700
Denton City Police Department	911	(940) 349-7923

Local Ambulance Services:

1. Acadian Ambulance - (940) 383-0555 Denton, TX
2. Aubrey Area Ambulance - (940) 365-9911 127 S Woodrow Ln, Denton, TX 1.12 mi.
3. Guardian Ems - (940) 566-7983 300 Dallas Dr, Denton, TX 0.88 mi.

4. Sacred Cross Ems Incorporated - (940) 566-2211 2341 N Masch Branch Rd, #401, Denton, TX — 4.14 mi.
5. Northstar Ems - (940) 383-0555 Denton, TX — 1.11 mi.
6. Sacred Cross Ems Incorporated - (940) 482-6184 141 W Mccart St, Krum, TX — 6.92 mi.
7. Oklahoma **Ambulance** Association - (940) 464-7799 201 Morning Dove Ct, Argyle, TX — 7.90 mi.
8. Acadian **Ambulance Service** - (214) 943-0555 Lake Dallas, TX — 9.01 mi.
9. Aubrey Area **Ambulance** Incorporated - (940) 365-9785 200 W Sycamore St, #B, Aubrey, TX — 10.34 mi.
10. Lifeguard **Ambulance Service** of Dallas- (972) 661-0792 4355 N Beltwood Pky, Dallas, TX

Appendix B

Emergency Medical Facilities List

Name	Phone Number
Level I – Comprehensive	
Baylor University MC	(214) 820-0111
Children's MC of Dallas	(214) 456-7000
John Peter Smith Health Network	(817) 927-1128
Parkland Memorial Hospital FW	(214) 590-5055
Level II – Major	
Cook Children's MC	(682) 885-4000
MC of Plano	(972) 596-6800
Methodist Dallas MC	(214) 947-8181
TH Harris Methodist Hospital FW	(817) 250-2000
Level III - Advanced	
Denton Regional MC	(940) 384-3535
Hunt Regional MC Greenville	(903) 408-5000
Medical Center of Arlington	(817) 465-3241
Texoma MC	(903) 416-4000
TH Harris Methodist HEB	(817) 848-4000
TH Presbyterian Hospital Plano	(972) 981-8000

Level IV – Basic

Dallas Regional MC	(214) 320-7000
Ennis Regional MC	(972) 875-0900
Lake Granbury MC	(817) 573-2273
Lake Pointe MC	(972) 412-2273
Muenster Memorial Hospital	(940) 759-2271
Navarro Regional Hospital	(903) 654-6800
North Texas MC	(940) 665-1751
Palo Pinto General Hospital	(940) 325-4471
Red River Regional Hospital	(903) 583-8585
TH Harris Methodist Azle	(817) 444-8600
TH Harris Methodist Cleburne	(817) 641-2551
TH Harris Methodist Stephenville	(254) 965-1500
TH Presbyterian Hospital Allen	(972) 747-1000
TH Presbyterian Hospital Kaufman	(972) 932-7200
Weatherford Regional MC	(817) 341-2273
Wise Regional Health System	(940) 627-5921

CITY OF JUSTIN GAS WELL PERMIT CHECKLIST ITEM 5 (SEC. 32-49, c, 4)

Bedrock Production, LLC ("Bedrock") has employed the services of a drilling contractor, Mark Prestridge, (the "Contractor") to oversee the drilling of any wells contemplated within this Special Use Permit and future Gas Well Permits (collectively "the Permits") that will be presented to the P&Z Board and City Council Members. Bedrock has not contracted a rig at this time to commence any drilling on this property and will not do so until all proper authorities have accepted and granted the Permits.

Bedrock's Contractor is unable to provide a true route as requested as this time for two (2) reasons.

1. We do not have a rig contracted and therefore are unable to give the Board or the City Council a real description of where the rig will actually come from. The rig could be coming in from Oklahoma, South Texas, West Texas or Possibly in the Fort Worth Basin area. Due to the uncertainty of where the rig will be directed from we are unable to determine a true route to our location at this time.
2. Any rig company that is to be employed by Bedrock prior mobilization, is required to contact the Texas Department of Transportation ("TXDOT"). It is with TXDOT that the rig company is required to coordinate a route to get the rig from the point it will be coming from to the end point. The end point here being our lease also called the Turner Lease.

Bedrock will be sure to notify the City of Justin as soon as a rig contract has been signed and the route the rig will be taking as soon as TXDOT has furnished the preferred/required route that will laid out for Bedrock.

ROAD REPAIR AGREEMENT
BETWEEN
THE CITY OF JUSTIN AND
BEDROCK PRODUCTION, LLC

This Road Repair Agreement, (Agreement), is made and entered into on this the ___ day of_____, 2022, by and between the City of Justin, Texas ("City"), a General Law Type A Municipality of the State of Texas, located within Denton County, Texas (Hereinafter referred to as the "City") and Bedrock Production, LLC, a Texas limited liability company, whose address is 820 Gessner Rd., Houston, Texas 77024, ("Operator") for the repair of certain streets and/or roadways within the City of Justin, Texas as more fully described herein.

WHEREAS, Operator is in the business of drilling gas wells and, in connection therewith, shall be engaged in drilling and production activities on property known generally as The Preserve which property's Northeastern corner is located at the intersection of W. 1st Street, commonly known as FM 407, and Boss Range Road, which abuts, is adjacent to, and/or is accessed by roadways within the City of Justin; and

WHEREAS, use of the roadways by the Operator for the purpose of performing the activities described hereinabove may cause damage to the roadways; and

WHEREAS, the City and Operator, for the mutual consideration hereinafter stated, desire to enter into this Agreement for Operator to repair said roadways for the duration of the term of this Agreement in consideration of Operator's use of said roadways for the purpose of the activities described hereinabove;

IT IS NOW THEREFORE AGREED THAT:

ARTICLE 1.
REPAIR OBLIGATION

1. Operator shall repair damages caused by Operator or its contractors, subcontractors, employees, and agents, excluding ordinary wear and tear, if any, to roadways that abut the above-described property being used by Operator for the drilling and production of gas wells pursuant to a Special Use Permit issued to Operator. The repair obligation shall continue even if the Special Use Permit is amended to allow for the drilling of additional gas wells. This obligation shall continue during the term of this Agreement, and Operator shall, prior to the termination of this Agreement, as provided herein, repair such damages to such roadways, excluding ordinary wear and tear, if any, to the condition in which such roadways existed prior to the execution of this Agreement. Operator shall make a videotape of such roadways prior to the start of Operator drilling and operation of its gas wells and shall provide a copy of the videotape to the Director of Public Works. Operator shall notify the Director of Public Works when drilling or fracing operations are complete so that the Director of Public Works can determine if repairs are required.

2. In connection with its obligation to repair said roadways, Operator shall use materials of the same or better quality than those utilized to surface and/or repair the roadways

prior to execution of this Agreement and in accordance with the current standards specifications of the City. Deviation from the materials described herein shall not be permitted without the prior written consent of the Director of Public Works. Repairs shall be completed in accordance with standard engineering practices acceptable to the City.

3. Operator shall repair the damage to the roadways at its sole cost and expense.

4. At the determination of the Public Works Director, plans may be required to be submitted to review the repairs. These plans shall conform to the City's standards and pay require additional application fees in accordance with the Master Fee Schedule.

ARTICLE 2.
TERM OF AGREEMENT

This Agreement shall commence upon the date indicated above and shall continue in full force and effect until Operator has completed and/or permanently discontinued the activities upon the roadways, as described hereinabove.

ARTICLE 3.
INSURANCE AND INDEMNITY

The Operator shall provide or cause to be provided the insurance and bonding requirements described in and which have been provided for the issuance of the Special Use Permit under the terms and conditions described in the City of Justin Gas Well Permit Checklist. Such insurance to continue until the well is abandoned and the site restored.

ARTICLE 4.
PERFORMANCE

Whenever the Gas Inspector or the Director of Public Works Department finds that a default has occurred in the performance of any requirement or condition imposed by this Agreement, a written notice shall be given to Operator. Such notice shall specify the work to be done, the estimated cost and the period of time deemed by the Gas Inspector or the Director of Public works Department to be reasonably necessary for the completion of such work. After receipt of such notice, the Operator shall, within the time therein specified, either cause or require the work to be performed, or failing to do so, shall pay over to the City one hundred twenty-five percent (125%) of the estimated cost of doing the work as set forth in the notice.

ARTICLE 5
MISCELLANEOUS PROVISIONS

1. Operator understands and agrees that Operator, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the City. The City shall not have any control over the means or methods by which Operator shall perform its obligations hereunder. Operator shall furnish all equipment and materials necessary to perform hereunder and shall at all times be acting as an independent Operator.

2. By entering into this Agreement, the City does not waive, nor shall it be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising by third parties.

3. This Agreement represents the entire agreement between Operator and City for repair of roadways and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing body of the City or those authorized to sign on behalf of the City's governing body.

ARTICLE 6.
FORCE MAJEURE

Events of Force Majeure shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto government action (unless caused by acts or omissions of the party), fires, explosions, rain or other weather delays, floods, strikes, slowdowns or work stoppages.

ARTICLE 7.
ASSIGNABILITY/CONSENT

Except as otherwise provided herein, or except as may be hereafter determined by the parties, no party to this Agreement may sell, assign, or transfer its interest in this Agreement, or any of its right, duties, or obligations hereunder, without the prior written consent of the other party. Whenever the consent or the approval of a party is required herein, such party shall not unreasonably withhold, delay, or deny such consent or approval. Operator may assign this Agreement to any successor entity to whom the applicable Special Use Permit has been assigned uponwritten notice to the City of said assignment.

ARTICLE 8.
NOTICE

Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be by personal delivery; sent by registered mail or certified mail; or by United States Mail, return receipt requested, postage prepaid; to:

CITY: Public Works Director
City of Justin
415 N. College Ave.
P.O. Box 129
Justin, Texas 76247

OPERATOR: Tony Tamborello
Bedrock Production, LLC
820 Gessner Rd., Ste

1100.
Houston, Texas 77024

Notice shall be deemed to have been received on the date of receipt as shown on the return receipt or other written evidence of receipt.

ARTICLE 9.
MODIFICATION

No waiver or modification of this Agreement or of any covenant, condition, limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed. The parties further agree that the provisions of this Article will not be waived unless as herein set forth.

ARTICLE 10.
SAVINGS/SEVERABILITY

In the event that any one or more of the provisions hereof contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

ARTICLE 11.
GOVERNING LAW AND VENUE

This Agreement shall be construed under and governed by, and in accordance with the laws of the State of Texas, and venue for any action arising under the terms and conditions of this Agreement shall lie in the state courts located in Denton County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

ARTICLE 12.
ENTIRE AGREEMENT

This Agreement and the exhibits attached hereto, constitute the entire agreement am<1>ng the parties hereto with respect to the subject matter hereof, and supersede any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement. No amendment, modification, cancellation or alteration of the terms of this Agreement shall be binding on any party hereto unless the same is in writing, dated subsequent to the date hereof, and is duly authorized and executed by the parties hereto.

ARTICLE 13.
WAIVER OF TERMS AND CONDITIONS

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

ARTICLE 14.
CAPTIONS

The captions contained in this Agreement are for informational purposes only and shall not in any way affect the substantive terms or conditions of this Agreement.

ARTICLE 15.
COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and constitute one and the same instrument.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and enter into this Agreement as of the____day of_____, 2022.

CITY OF JUSTIN:

By:_____

STATE OF TEXAS §
COUNTY OF DENTON §

Before me, the undersigned notary public, on this day personally appeared _____, the Director of Public Works of the City of Justin, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this ___ day of ____, 2022.

_____
Notary Public

BEDROCK PRODUCTION, LLC

By:_____

THE STATE OF TEXAS §
COUNTY OF HARRIS §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of____(the corporation) and that he executed the sameas the act of said_____(corporation) for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this __ day of _____, 2022.

_____
Notary Public

ROAD REPAIR AGREEMENT
BETWEEN
THE CITY OF JUSTIN AND
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Houston, Texas 77024

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In the event that any one or more of the provisions hereof contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

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This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and constitute one and the same instrument.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and enter into this Agreement as of the____day of_____, 2022.

CITY OF JUSTIN:

By:_____

STATE OF TEXAS §
COUNTY OF DENTON §

Before me, the undersigned notary public, on this day personally appeared _____, the Director of Public Works of the City of Justin, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this ___ day of ____, 2022.

_____
Notary Public

BEDROCK PRODUCTION, LLC

By:_____

THE STATE OF TEXAS §
COUNTY OF HARRIS §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of____(the corporation) and that he executed the sameas the act of said_____(corporation) for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this __ day of _____, 2022.

_____
Notary Public

Information

Number	523	**Rig Type**	ST
Superintendent	Bryce Boyd	**Operation Centre**	Mid Continent
Alpha Enabled			
Category	Electric	**Class**	Super Triples
Rated Vertical Depth (ft)	13124	**Horsepower Range**	< 1000
Rated with Drill Pipe (in)	4		
		Loads Winter (include boiler)	50 W/O Boiler
Region	US Operations Group 1		

CALGARY
525 8th Avenue S.W., Suite 800
Calgary, Alberta T2P 1G1 Canada
403.716.4500

HOUSTON
10350 Richmond Ave., Suite 700
Houston, Texas 77042 USA
713.435.6100

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info@PrecisionDrilling.com

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Drawworks

Mechanical/Electric	VFD		
Drawworks	Alta-Rig ARS-1200-AC	**Drawworks Rated Power (hp)**	1200
Drawworks Capacity (lbs)	475200		
		Rating (hp) – Each Motor	1230

Mast

Mast Type	Cantilever Triple	**Mast Manufacturer**	Hodgson / Jaco
Static Hook Load (lbs)	500180	**Mast Clear Height (ft)**	136
Drill Line Size (in)	1-1/4	**Number of Mast Lines**	10
Drill Line SF=2 (lbs)	648000	**Drill Line SF=3 (lbs)**	432000
Racking Capacity	Confirmed	**Racking Board Finger Spacing (in)**	5.25

Substructure

Substructure Type	One Piece		
Floor Height (ft)	14' 0"	**Kelly Bushing to Ground (ft)**	18' 0"
Substructure Clear Height Max (ft)	10' 4"		
Rotary Capacity (lbs)	449600	**Setback Capacity (lbs)**	400144

Substructure Moving System

System Style	Moving		
System Direction	X-Y	**Pony Height (ft)**	4'0"
Umbilical Style	Suitcases - Hoses	**Max Umbilical Length (ft)**	See Rig Layout

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Hoisting and Rotating Equipment

Top Drive Model	NOV IDS350PE	**Top Drive Capacity (tons)**	350
		Rotary Table Capacity (lbs)	1010000
		Rotary Table Clearance (in)	27-1/2
Power Wrench Model	NOV ST-80	**Max Diameter (in)**	8.5

Catwalk

Catwalk Style	Hydraulic Skate		

Power Generation

Generator Quantity	3	**Generator Drive**	CAT 3512
Generator Fuel System	Diesel	**Generator Rating (kW)**	1365

Generator Quantity	1	**Generator Drive**	CAT C-16
Generator Fuel System	Diesel	**Generator Rating (kW)**	620

Generator Quantity		**Generator Drive**	
Generator Fuel System		**Generator Rating (kW)**	

Miscellaneous Equipment

		Boiler Rating (hp)	125
Fuel Tank Qty	1	**Total Fuel Tank Capacity (gal-US)**	2000
Water Tank Qty	1	**Total Water Tank Capacity (bbl)**	500

Special Equipment	7° Drift Indicator,Auto-Driller,Drilling Recorder,Flare Tank,Hydraulic Catheads,Hydraulic Catwalk,Pad Drilling Equipment,Pipe Tubs,Power Tong,Rig Manager Quarters,Self Moving Substructure,Substructure Leveling Jacks,Hydraulic Catwalk c/w Skate

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Mud Pump 1

Mud Pump 1 Manufacture & Model	BPMMP - BSF-1600 (Triplex)	**Mud Pump 1 Rated Power (hp)**	1600
Mud Pump 1 Stroke (in)	12	**Mud Pump 1 Max Pressure Rating (psi)**	5000
		Rating (hp) – Each Motor	1500
		Drive Type	Baylor CM632UUT

Mud Pump 2

Mud Pump 2 Manufacture & Model	BPMMP - BSF-1600 (Triplex)	**Mud Pump 2 Rated Power (hp)**	1600
Mud Pump 2 Stroke (in)	12	**Mud Pump 2 Max Pressure Rating (psi)**	5000
		Rating (hp) – Each Motor	1500
		Drive Type	Baylor CM632UUT

Mud Pump 3

Mud Pump 3 Manufacture & Model		**Mud Pump 3 Rated Power (hp)**	
Mud Pump 3 Stroke (in)		**Mud Pump 3 Max Pressure Rating (psi)**	
Mud Pump 3 Drive Quantity		**Rating (hp) – Each Motor**	
Pump Integrated		**Drive Type**	

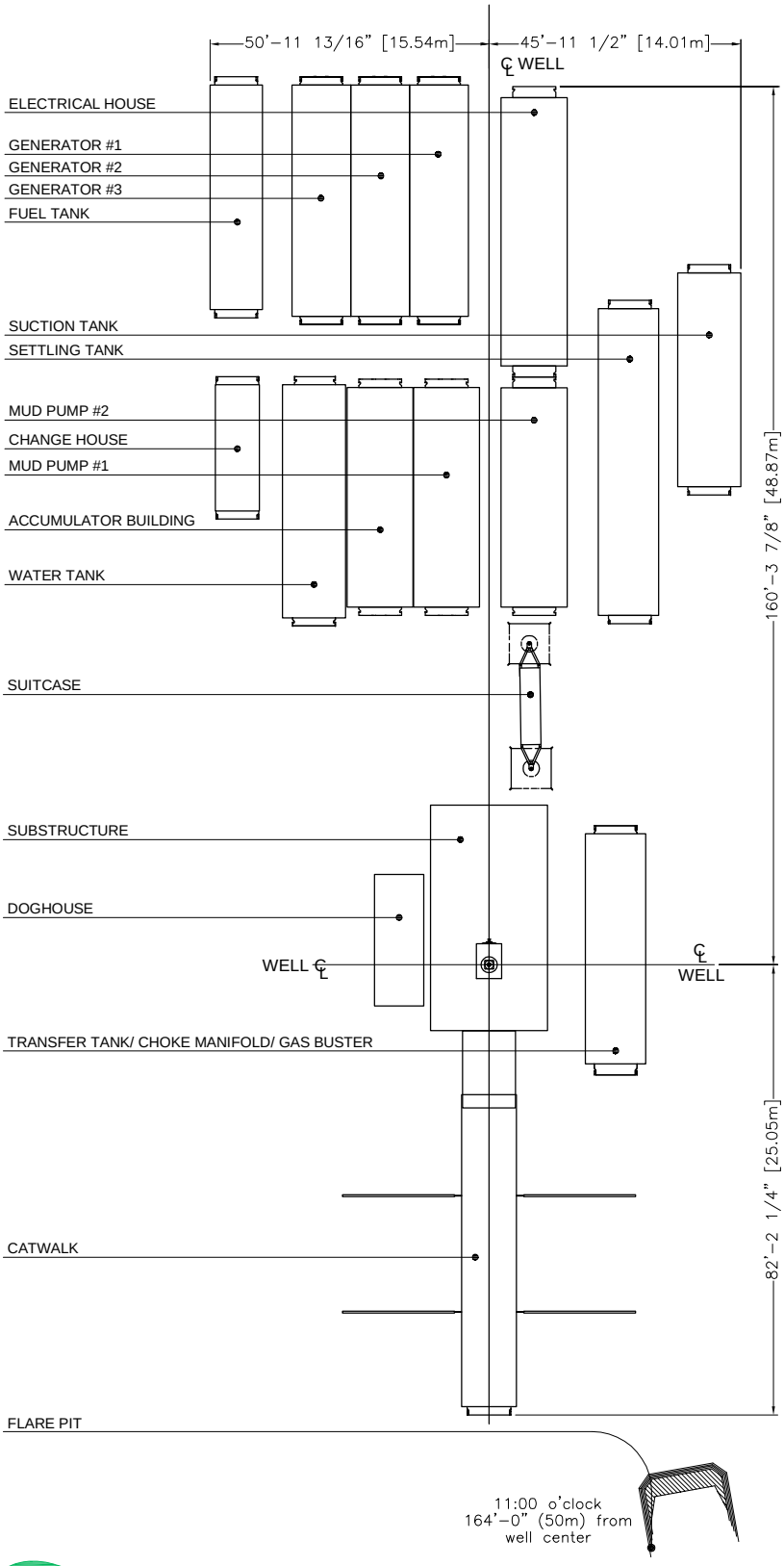
Mud System

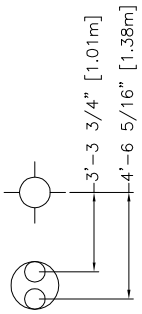
Total Tank Volume (bbl)	840	**# of Mud Tanks**	3
Shale Shaker Quantity	2	**Shale Shaker**	Derrick Hyperpool 4P

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RIG LAYOUT

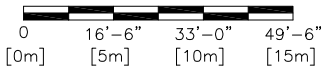
RIG 523ST





DOUBLE MOUSEHOUSE
CONFIGURATION

DATE: NOV 06, 2017
DWG No.: 851–523ST–I2
APPROVED BY J. MCIVOR
REVISED BY M. KELLEY



MINIMUM LOCATION SIZE	
FROM HOLE CENTER	
TO CROWN END	180'–6" (55m)
TO BACK OF RIG	170–6" (52m)
TO DOG HOUSE SIDE	131'–0" (40m)
TO SUMP SIDE	197'–0" (60m)

PRECISION DRILLING

Turner C Drill Timeline

Start Date: Mon, 11/7/2022

Display Week:

TASK	NOTES	Days	% Complete	START	END
Turner C Pad					
Well Work	Set RBP's in 3 wells, swap wellheads for TA Caps	9		11/7/22	11/16/22
Pad Construction	Disassemble existing facility, ready pad to receive rig	21		11/17/22	12/8/22
Conductors	5 Conductor Holes	6		12/9/22	12/15/22
Drilling	1 week - Move in Rig Up 10 weeks - Drlg 1 week - Rig down move out	84		12/16/22	3/10/23
Facility	Rebuild facility / Pipeline Tie-in	14		3/11/23	3/25/23
Frac	5 wells - 24 hrs 4 weeks	28		3/26/23	4/23/23
Drillouts	5 wells - 24 hrs 4 days per well	20		4/24/23	5/14/23
Flowback	Flowback & Reclaim Pad	14		5/15/23	5/29/23

