

FROM HOCKLEY COUNTY CLERK'S OFFICE  
QUESTIONS: 806-894-3185

DATE: October 22, 2018

SUBJECT: Special Mtg.

DIRECTIONS: Post to Comm. Cut

**NOTICE OF MEETING OF THE COMMISSIONERS' COURT OF OCT 18 2018  
HOCKLEY COUNTY, TEXAS**

Notice is hereby given that a Special Meeting of the above named Commissioners' Court will be held on the 22<sup>nd</sup> day of October, 2018 at 10:00 a.m. in the Commissioners' Courtroom, Hockley County Courthouse, Levelland, Texas, at which time the following subjects will be discussed to-wit:

1. Read for approval the minutes of the Special Meeting of the Commissioners' Court held Monday, October 15, 2018.
2. Read for approval all monthly bills and claims submitted to the court and dated through October 22, 2018.
3. Hear update from Texas A & M AgriLife Extension agents.
4. Consider and take necessary action to approve the 2019 Renewal for Retiree Medical and Prescription Drug Plan.
5. Consider and take necessary action to approve the NAAG Pathology Labs, PC Pathology Services Agreement between Hockley County and Lubbock County Medical Examiner's Office for fiscal year 2019 in place of the Interlocal Contract approved by this Court on July 2, 2018.
6. Consider and take necessary action to approve the road crossing for Occidental Permian on Roughneck Road in Precinct 2.

**COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS**

BY: Sharla Baldrige  
Sharla Baldrige, Hockley County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice on the bulletin board at the Courthouse, and at the east door of the Courthouse of Hockley County, Texas, as place readily accessible to the general public at all times on the 18<sup>th</sup> day of October, 2018, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 18<sup>th</sup> day of October, 2018.

Jennifer Palermo  
Jennifer Palermo, County Clerk, and Ex-Officio  
Clerk of Commissioners' Court, Hockley County, Texas



SPECIAL MEETING  
OCTOBER 22, 2018

Be it remembered that on this the 22<sup>nd</sup> day of October A.D. 2018, there came on to be held a Special Meeting of the Commissioners' Court, and the Court having convened in Special Session at the usual meeting place thereof at the Courthouse in Levelland, Texas, with the following members present to-wit:

Sharla Baldrige	County Judge
Curtis D. Thrash	Commissioner Precinct No. 1
Larry Carter	Commissioner Precinct No. 2
J. L. "Whitey" Barnett	Commissioner Precinct No. 3
Thomas R "Tommy" Clevenger	Commissioner Precinct No. 4

Jennifer Palermo, County Clerk, and Ex-Officio Clerk of Commissioners' Court when the following proceedings were had, to-wit:

Motion by Commissioner Barnett, seconded by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that the Minutes of a Special meeting of the Commissioners' Court, held on October 15th, 2018, A. D., be approved and stand as read.

Motion by Commissioner Carter, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that Commissioners Court approved all monthly bills and claims submitted to the court and dated through October 22, 2018.

Hear update from Texas A & M AgriLife Extension agents.

**Motion by Commissioner Carter, seconded by Commissioner Thrash, 4 Votes Yes,  
0 Votes No, that Commissioners Court approved the 2019 Renewal for Retiree Medical and Prescription  
Drug Plan. As per 2019 Renewal Notice and Benefit Confirmation recorded below.**



UnitedHealthcare Medicare Supplement
2019 Renewal Notice and Benefit Confirmation
Hockley County

Medical Group # 24365
Rx Group # 24323

Anniversary Date: 1/1/2019
Return to TAC by: 10/31/2018

Please complete and initial each section. Signature on the following page is required to confirm your renewal. Renewal rate is effective from 1/1/2019 - 12/31/2019.

MEDICAL PLAN

Current Plan: Plan F Current Monthly Rate: \$ 268.48

- Renew and keep current plan. Rate effective 1/1/2019: \$ 253.44
Renew and change to plan Medicare Supplement Medicare Advantage

Initial here to accept 2019 Retiree Medical plan and rate

PRESCRIPTION DRUG PLAN

Current Plan: Option 1 Current Monthly Rate: \$265.73

- Renew and keep current Rx option. Rate effective 1/1/2019: \$252.91
Renew and change to Option or Package
Rate effective 1/1/2019: Medicare Supplement Medicare Advantage: N/A

Initial here to accept 2019 Retiree Prescription Drug Plan and rate

BILLING METHOD

List Bill: A monthly invoice will be sent to the designated Billing Contact. Payment must be submitted directly to UnitedHealthcare. Hockley County will be responsible for collecting premiums from retirees/spouses.

Please indicate monthly contribution levels for Employer and Retirees:

Medical Premium Rx Premium
\$ 178.44 paid by Employer \$ 177.91 paid by Employer
\$ 75.00 paid by Retiree \$ 75.00 paid by Retiree

Initial here to accept Billing Method
County Choice Silver UHC Renewal - Plan Year 2019

**CountyChoice Silver  
UnitedHealthcare  
Member Contact Designations**

CCS Contracting Authority: As specified in the Interlocal Participation Agreement, each Member hereby designates and appoints a Contracting Authority of department head rank or above and agrees that TAC HEBP shall not be required to contact or provide notices to any other person. Further, any notice to, or agreement by, a Member's Contracting Authority, with respect to service or claims hereunder, shall be binding on the Member. Each Member reserves the right to change its Contracting Authority from time to time by giving written notice to TAC HEBP. Please complete each section below:

Name: Hon. Sharla Baldrige  
Title: County Judge  
Address: 802 Houston St., Ste. #101  
Levelland, TX 79336  
Phone: (806) 894-6856  
Fax: (806) 894-6820  
Email: sbaldrige@hockleycounty.org

CCS Primary Contact - Main contact for daily matters regarding retiree health benefits:

Name: Shirley Penner  
Title: Auditor  
Address: 802 Houston St., Ste. #103  
Levelland, TX 79336  
Phone: (806) 894-6070  
Fax: (806) 894-6917  
Email: spenner@hockleycounty.org



Signature of County Judge or Contracting Authority

10-22-2018

Date

Sharla Baldrige, County Judge

Please PRINT Name and Title

**Motion by Commissioner Thrash, seconded by Commissioner Barnett, 4 Votes Yes, 0 Votes No, that Commissioners Court approved the NAAG Pathology Labs, PC Pathology Services Agreement between Hockley County and Lubbock County Medical examiner's Office for fiscal year 2019 in place of the Interlocal Contract approved by this Court on July 2, 2018. As per NAAG Pathology Labs Service agreement recorded below.**



COMMISSIONER'S COURT  
LUBBOCK COUNTY COURTHOUSE  
P.O. BOX 10536  
LUBBOCK, TX 79408  
PHONE: (806)775-1335  
FAX: (806)775-7950

Bill McCay, Precinct 1  
Mark Heinrich, Precinct 2  
Gilbert A. Flores, Precinct 3  
Patti Jones, Precinct 4

October 11, 2018

Hockley County  
Sharla Baldrige, County Judge  
802 Houston Street, Suite 101  
Levelland, TX 79336

We want to thank you for being a customer of the Lubbock County Medical Examiner's Office. Your contract with Lubbock County (expires/expired) on October 30, 2018. Thanks to your use of services from the Lubbock County Medical Examiner's Office, you have helped Lubbock County maintain a highly trained forensic pathologist in West Texas so local counties can receive the services of a local expert. This helps West Texas counties receive priority services from a regional facility, rather than shipping bodies across the state, and waiting on a medical examiner outside of West Texas to process their body and respond to their questions.

On September 24, 2018, the Commissioner's Court of Lubbock County voted to approve a contract with NAAG Pathology Labs, P.C. for the operation of the Lubbock County Medical Examiner's Office. NAAG Pathology Labs P.C. is a professional medical corporation headquartered in San Diego, CA. NAAG and their staff will perform all forensic pathology services needed by Lubbock County under Texas law, and will employ the professionals and staff necessary to carry out the functions in accordance with all applicable federal, state and local laws, rules and regulations here in Lubbock.

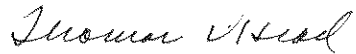
This change was made in response to the recent appointment of Dr. Sam Andrews, as Chief Medical Examiner in Lubbock County, following the retirement of Dr. Sridhar Natarajan. This unique private/public partnership will streamline the operation of the Lubbock County Medical Examiner's Office by reducing the number of outside forensic pathologists, outside services and vendors previously utilized by Lubbock County, while increasing the speed with which autopsies will be completed, enhancing the autopsy review process, and harnessing the power of private enterprise to best serve grieved families and law enforcement during the autopsy process. NAAG Pathology Labs, P.C. offers competitive flat rates for the completion of autopsies and for testimony in any accompanying civil and/or criminal trials. Lubbock County believes this will help counties be fiscally responsible and prevent last minute unforeseen expenditures often associated with criminal trial expert testimony.



NAAG Pathology Labs, P.C. will be sending you a letter and accompanying contract in the near future. If your county would like to continue receiving services from the Lubbock County Medical Examiner's Office, you can enter into a contract for services with NAAG Pathology Labs, P.C. Lubbock County thanks you for your past partnership with us in providing these services to West Texas Counties, and we are pleased to be able to pass along the benefits of this unique private/public partnership to your county.

Don't hesitate to call if you have any questions. My direct number is (806) 775-1687.

Sincerely,



Thomas V. Head  
County Judge



# NAAG Pathology Labs

A Professional Medical Corporation

12 October 2018

TO: Sharla Baldrige  
802 Houston Street, Suite 101  
Levelland, TX 79336

FR: Dr. Sam Andrews  
Chief Medical Examiner  
Lubbock County Medical Examiner's Office

Dear Ms. Baldrige,

**RE: Forensic pathology services at the Lubbock County Medical Examiner's Office**

I'd like to introduce myself to you. My name is Dr. Sam Andrews, and I am the new Chief Medical Examiner at the Lubbock County Medical Examiner's Office. I officially commence my full-time role on October 1, 2018.

Lubbock County has entered into a relationship with the NAAG Pathology Labs, a private, full-service forensic pathology laboratory. With that relationship in mind, I am very pleased to offer you a world-class forensic pathology product, for less money, in a shorter period of time.

URL [www.naagpathology.com](http://www.naagpathology.com) • Email [consults@naagpathology.com](mailto:consults@naagpathology.com)

Phone 800-985-5346 • Fax 858-216-2233

**CORPORATE** 6540 Lusk Blvd., Suite C262, San Diego, California, 92121

**LABORATORY** 11107 Roselle Street, Suites 226-228, San Diego, California, 92121

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The attached contract between your county, and the NAAG Pathology Labs PC replaces the previous contracts you had with Lubbock County. **Starting October 1, 2018, forensic pathology services provided at the Lubbock County Medical Examiner's Office require execution of the attached new contract.**

Here's what you need to know about our new service promises to you:

1. The cost of an autopsy is **\$2500 total** (including toxicology and all other lab testing, when required);
2. The cost of an external examination (in lieu of a forensic autopsy) is **\$1500 total** (including toxicology, when required);
3. **90% of all cases will be finalized within 60 days**, and if the case is complicated and needs additional time, we will let you know in writing, explain the rationale for the delay, and establish a timeframe for completion; and
4. The total cost of all professional fees related to criminal trial preparation and testimony will be limited to **\$2500**, when necessary.

I would like you to see the Lubbock County ME Office, the NAAG Pathology Labs and myself as open and approachable. To that end you should feel free to call me (806-687-9434) or email me ([SAndrews@co.lubbock.tx.us](mailto:SAndrews@co.lubbock.tx.us)) anytime.

I very much look forward to working with you and your County.

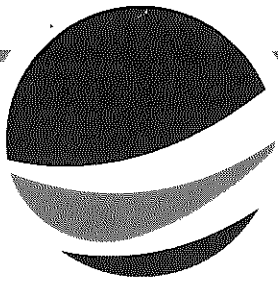
With kind regards,



**NAAG PATHOLOGY LABS P.C.**  
per

Sam Andrews BSc MD FRCPC FCAP D-ABP  
Lubbock County Chief Medical Examiner  
NAAG Pathology Labs Medical Director

ATTACHMENT: Contract for forensic pathology services



# NAAG Pathology Labs

A Professional Medical Corporation

## PATHOLOGY SERVICES AGREEMENT

This Pathology Services Agreement (herein referred to as the "AGREEMENT") is made and effective October 12, 2018

**BETWEEN: The NAAG Pathology Labs P.C.** (herein referred to as "NAAG"), a professional medical corporation providing forensic pathology services in West Texas at:

Lubbock County Medical Examiner Department  
4434 S Loop 289  
Lubbock, TX 79414

**AND: Hockley County** (herein referred to as the "COUNTY"), located at:

802 Houston Street, Suite 101  
Levelland, TX 79336

NAAG and the County are each hereafter referred to individually as a "Party" and together as the "Parties".

URL [www.naagpathology.com](http://www.naagpathology.com) • Email [consults@naagpathology.com](mailto:consults@naagpathology.com)

Phone 800-985-5346 • Fax 858-216-2233

**CORPORATE** 6540 Lusk Blvd., Suite C262, San Diego, California, 92121

**LABORATORY** 11107 Roselle Street, Suites 226-228, San Diego, California, 92121

- i. All day-to-day ("core") forensic pathology services as required and as is typical of a nationally accredited death investigation system, 24 hours a day, 7 days a week;
  - ii. Subspecialty forensic pathology services (e.g. neuropathology) as deemed necessary by the responsible case pathologist or the Chief Medical Examiner;
  - iii. Accredited (CAP and CLIA) histology services (including access to special stains and immunohistochemical stains);
  - iv. Accredited forensic toxicology services (subcontracted through NMS Labs); and
  - v. All other medical laboratory testing deemed necessary by the Chief Medical Examiner or his / her designate.
2. All postmortem examination reports will be complete within timeframes established by the National Association of Medical Examiners (NAME) for institutional accreditation:
  - a. 90 percent of all death investigations will be complete within 60 days; and
  - b. 90 percent of remaining death investigations will be complete within 90 days.
3. NAAG physicians will maintain all required licenses and qualifications.

- a. The cost of toxicology testing is included<sup>8</sup>, as deemed necessary by the Chief Medical Examiner or his / her designate.
9. The county agrees to pay NAAG USD2,500.00 per autopsy.
- a. The cost of toxicology testing is included, as deemed necessary by the Chief Medical Examiner or his / her designate.
  - b. The cost of subspecialty consultations is included, as deemed necessary by the Chief Medical Examiner or his / her designate.
  - c. The cost of DNA testing (and other forensic biology methods), and crime-lab testing is not included.

Testimony for Criminal Cases

10. A single flat-fee of USD2,500.00 will be applied for all professional fees related to the preparation for trial (including pre-trial communications), travel time, and testimony time. No additional fees will be levied for preparation or testimony in criminal cases.
- a. If travel is necessary, reimbursement for out-of-pocket costs (at County rates) may be requested.

11. All payment shall be remitted to NAAG at the following address:
- \_\_\_\_\_

<sup>8</sup> In keeping with practice standards established by the National Association of Medical Examiners, NAAG does not perform external examinations with toxicology testing in cases where death is suspected to the result of the toxic effects of drugs. In those cases, a complete forensic autopsy is required to safely and accurately certify cause and manner of death.

communicate those opinions and diagnoses as allowed for by County policies and State Law.

15. NAAG has robust data security and compliance policies, including two-factor authentication, multiple tiers of physical, network and data security, and information handling and data privacy protocols in accordance with NIST standards.

## **SECTION 5 – TERM AND TERMINATION**

16. **Term.** The initial term of this Agreement shall commence on the Effective Date and terminate on September 30, 2019, unless otherwise terminated as provided herein (“Initial Term”). Thereafter, this Agreement shall automatically renew for one year periods commencing on the anniversary of the Effective Date (“Renewal Term”). Fees for Services will be charged as outlined in this Agreement, or as negotiated in a new Agreement.
17. **Termination.** Notwithstanding anything herein to the contrary, this Agreement may be terminated at any time as follows:
  - a. By mutual agreement of the Parties; or
  - b. With cause by NAAG or the County upon the default by the other of any term, covenant or condition of this Agreement, where such default continues for a period of ten (10) business days after the defaulting Party receives written notice thereof from the other Party specifying the existence of such default; or



19. **Use of Name.** NAAG shall not use the name, symbol, logo or any trademark or service mark of the County in any promotional or advertising material, nor for any other purpose.
20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
21. **Entire Agreement; Written Modification.** This Agreement is the entire agreement between the Parties and supersedes any other oral or written communications, proposals, quotes, advertisements or understandings regarding the subject matter hereof. This Agreement may be amended only in writing, and only if signed by both Parties
22. **Indemnification.** NAAG agrees to indemnify, defend and hold the County, including its subsidiaries and affiliates and their employees, agents, servants and representatives, harmless from any claim, liability, loss, suit, damage, cost or expense, including reasonable attorneys' fees and expenses (collectively "Claims"), to the extent arising out of or attributable to the negligence, breach of this Agreement or willful misconduct of NAAG, its employees, subcontractors, directors and officers related to this Agreement.
23. **Insurance.** NAAG agrees to maintain professional liability and commercial general liability insurance to cover its services provided hereunder in the minimum amounts of USD1,000,000 per claim and USD2,000,000 annual aggregate.
24. **Independent Contractor Status.** Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment

29. **Survival.** In addition to any specific survival references in this Agreement, any terms or obligations that by nature would be expected to survive the termination or expiration of this Agreement shall survive.
30. **Counterparts; Facsimile.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument. Signatures provided by facsimile transmission or other electronic delivery shall be deemed to be original signatures.
31. **Israel.** By executing this Agreement, NAAG verifies that it:
- a. Does not boycott Israel; and
  - b. Will not boycott Israel during the term of this Agreement.

**Motion by Commissioner Carter, seconded by Commissioner Clevenger, 4 Votes Yes,  
0 Votes No, that Commissioners Court approved the road crossing for Occidental Permian on Roughneck  
Road in Precinct 2. As per Petition and Order recorded below. .**

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS  
HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF OCCIDENTIAL PERMIAN LTD., FOR  
AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

PETITION

Comes now, the Petitioner, OCCIDENTIAL PERMIAN LTD., a corporation of the State of Texas, and petitions this Honorable Board for the right and authority to lay, construct, operate and maintain 4 inch STEEL pipelines under and across certain county roads situated in Hockley County, Texas, which said pipelines are to be used for the purpose of transporting CO<sub>2</sub> from the Petitioner's sources of supply to Petitioner's markets.

The location of the points at which Petitioner wishes to undercross said county roads with said pipelines and the general specifications are more particularly described on a map marked Exhibit "A" and general specifications marked Exhibit "B", all of which are attached hereto and made a part of this application. Petitioner represents and states that if granted the authority herein requested, it will conform with and abide by the rules of all persons and bodies having jurisdiction and by the following conditions:

1. The Petitioner shall, in constructing said pipelines undercrossings cause the very minimum of inconvenience and obstruction of public travel along said roads, and, further, shall operate and maintain said pipelines undercrossings in a manner so as not to inconvenience, endanger or obstruct public travel along said roads.
2. Upon the completion of each pipelines undercrossing constructed hereunder Petitioner shall immediately backfill, re-construct and replace the portions of the roads across which said pipelines are laid and constructed so that such roads shall be in equally as good a condition as prior to such construction.
3. So long as said pipelines are maintained and operated under said roads Petitioner shall be responsible for doing any work which, due to the existence of said pipelines undercrossings, needs to be done on said roads at the location thereof, all in order to maintain said roads, at such points, in a condition equal to other portions of said county roads.
4. Should Petitioner remove said pipelines from any of said roads, it will replace and recondition the road concerned, at the location of said removal, in substantially the same condition as it was prior to such removal, all liability of Petitioner for the maintenance and reconditioning of such roads shall cease as soon after such removal as the COUNTY OF HOCKLEY has approved the maintenance and reconditioning work done by Petitioner.
5. Petitioner agrees that if at any time the County of Hockley shall deem it necessary to make any improvements or changes on all of or any part of the right of way of the county roads which affect the Utility as located under this order, then and in such event, the Petitioner or his Assignee shall make such reasonable changes of its facilities located within such right of way as may be deemed necessary, such work to be done without cost to Hockley County, Texas.
6. The construction or laying of said pipelines by Petitioner hereunder shall be considered and shall constitute and acceptance of this order and of all of the terms and conditions herein set forth.
7. Petitioner agrees that if at any time the County of Hockley deems it necessary that these crossings be encased in accordance with the then existing State Highway specifications, Petitioner agrees to do so at its own expense.

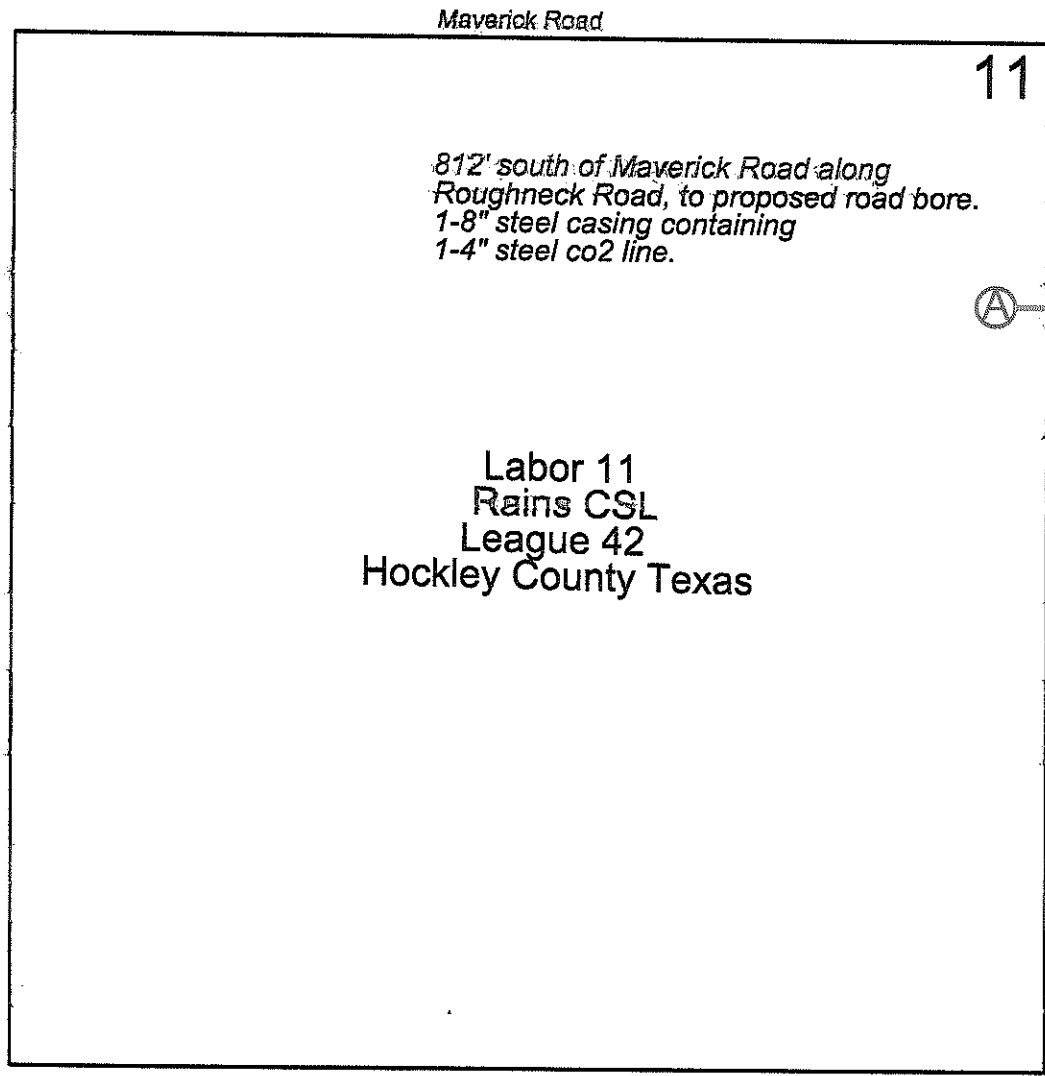
Wherefore, your Petitioner respectfully prays that your Honorable Board enter and order herein authorizing Petitioner to use and occupy the portions of the roads in Hockley County, Texas, more particularly herein above set out and described and at the locations shown and set out in said Exhibits "A" and "B" attached to this application.

DATED this 18 day of October, 2018

BY Ryan Bufe

928 9787  
Ryan Bufe

Clint Stone  
638-2308



Maverick Road

11

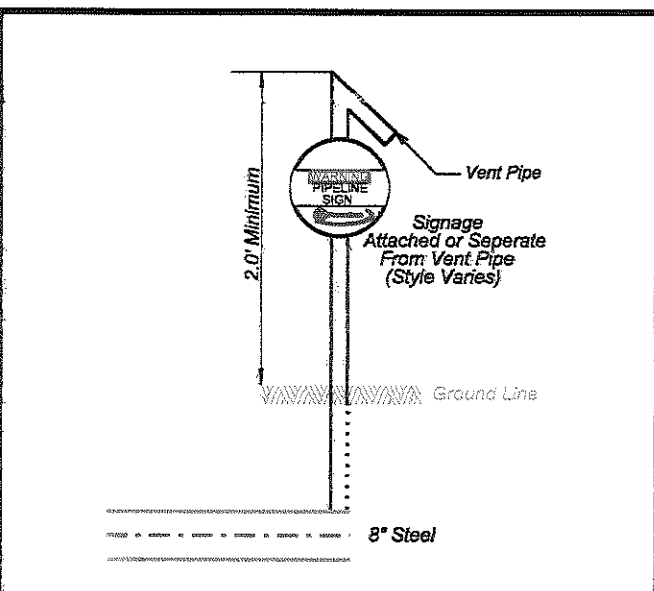
812' south of Maverick Road along  
Roughneck Road, to proposed road bore.  
1-8" steel casing containing  
1-4" steel co2 line.

Note: Plat is for information only  
and not to scale.

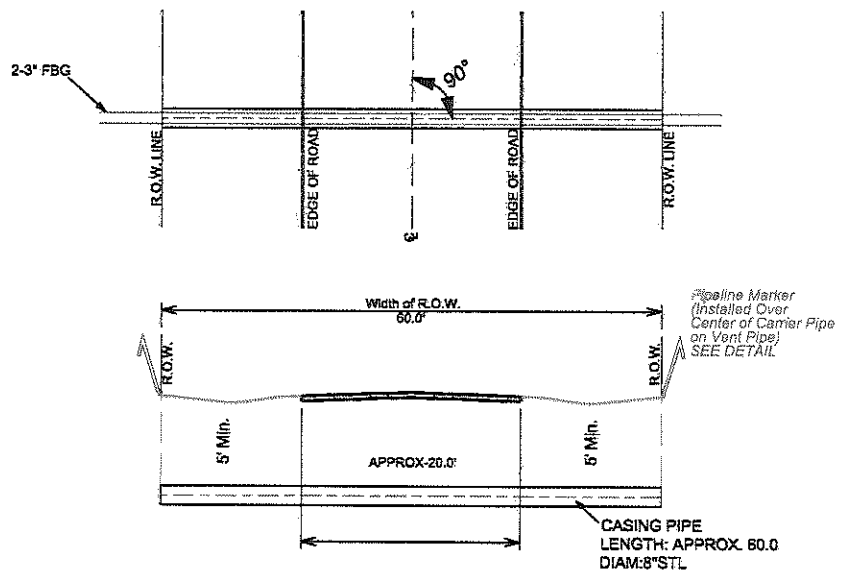
Labor 11  
Rains CSL  
League 42  
Hockley County Texas

Roughneck Road

	Latitude	Longitude
Ⓐ	33.509166N	102.505861W
Ⓑ	33.509161N	102.505675W



Detail Cross Section of Proposed Road Bore



**OXY** Occidental Petroleum Corporation

**ROAD BORE DETAILS IN  
LABOR 11, RAINS CSL  
LEAGUE 42, HOCKLEY CO. TEXAS**

Note: Vent Pipe to be installed on each end of casing. Minimum of 2' above natural ground.

Drawn By: Brent Sawyer WRKM/CO2

Date: 10-17-2018

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS  
HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF OCCIDENTAL PERMIAN, LTD. FOR  
AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

ORDER

This cause coming on to be upon the petition of OCCIDENTAL PERMIAN, LTD., hereinafter referred to as "Petitioner". The Board finds that in order that Petitioner may carry out its corporate objects and powers, it is necessary for it to lay, construct, operate and maintain pipelines across certain county roads situated in Hockley County, Texas, as set forth in the Petitioner's application filed herein.

THEREFORE, IT IS HEREBY ORDERED that, subject to the conditions herein after set forth, said Petitioner, OCCIDENTAL PERMIAN, LTD., is hereby granted permission and authority to lay, construct, operate and maintain pipelines across certain county roads at the locations set forth in Exhibits "A" and "B" attached to the application of Petitioner herein, which Exhibits "A" and "B" and application are hereby made a part of this order as fully as if set out in length herein provided.

1. The Petitioner shall, in constructing said pipelines undercrossings cause the very minimum of inconvenience and obstruction of public travel along said roads, and, further, shall operate and maintain said pipelines undercrossings in a manner so as not to inconvenience, endanger or obstruct public travel along said roads.
2. Upon the completion of each pipelines undercrossing constructed hereunder Petitioner shall immediately backfill, re-construct and replace the portions of the roads across which said pipelines are laid and constructed so that such roads shall be in equally as good a condition as prior to such construction.
3. So long as said pipelines are maintained and operated under said roads Petitioner shall be responsible for doing any work which, due to the existence of said pipelines undercrossings, needs to be done on said roads at the location thereof, all in order to maintain said roads, at such points, in a condition equal to other portions of said county roads.
4. Should Petitioner remove said pipelines from any of said roads, it will replace and recondition the road concerned, at the location of said removal, in substantially the same condition as it was prior to such removal, all liability of Petitioner for the maintenance and reconditioning of such roads shall cease as soon after such removal as the COUNTY OF HOCKLEY has approved the maintenance and reconditioning work done by Petitioner.
5. Petitioner agrees that if at any time the County of Hockley shall deem it necessary to make any improvements or changes on all of or any part of the right of way of the county roads which affect the Utility as located under this order, then and in such event, the Petitioner or his Assignee shall make such reasonable changes of its facilities located within such right of way as may be deemed necessary, such work to be done without cost to Hockley County, Texas.
6. The construction or laying of said pipelines by Petitioner hereunder shall be considered and shall constitute and acceptance of this order and of all of the terms and conditions herein set forth.
7. Petitioner agrees that if at any time the County of Hockley deems it necessary that these crossings be encased in accordance with the then existing State Highway specifications, Petitioner agrees to do so at its own expense.

Sharla Baldrige  
County Judge

Curtis Thrash  
Commissioner, Precinct No. 1

Samy Carter  
Commissioner, Precinct No. 2

10-22-2018  
Date

J. L. Barnett  
Commissioner, Precinct No. 3

Sammy Oliver  
Commissioner, Precinct No. 4

There being no further business to come before the Court, the Judge declared  
Court adjourned, subject to call.

The foregoing Minutes of a Commissioner's Court meeting held on the 22<sup>nd</sup>  
day of October, A. D. 2018, was examined by me and approved.

Curtis Thrawl  
Commissioner, Precinct No. 1

J. L. Barnett  
Commissioner, Precinct No. 3

Ray Curtis  
Commissioner, Precinct No. 2

Sammy Oly  
Commissioner, Precinct No. 4

Charla Baldrige  
County Judge

Jennifer Palermo  
JENNIFER PALERMO, County Clerk, and  
Ex-Officio Clerk of Commissioners' Court  
Hockley County, Texas

