



ROAD USE AGREEMENT
By and between POLK COUNTY, TEXAS
And
Vision Operating Company, LLC

Whereas, **Vision Operating Company, LLC**, intends to perform activities in Polk County, Texas. Location (Well #, if oil) which will include the use of super heavy vehicles (over 84,000 lbs) on certain county roads; and

Whereas, the proposed activities will require super heavy vehicular traffic on a route which will include travel over county roads & bridges, as follows: **Darden Rd**; and

Whereas, the proposed traffic will exceed the weight capacity of the aforementioned county roads and bridges and may cause or significantly contribute to substantial damage on said roads and bridges; and

Whereas, **Vision Operating Company LLC** and Polk County agree that the aforementioned traffic of super heavy vehicles on county roads and bridges is necessary for the proposed activity and that Polk County should be compensated for any damages or additional maintenance costs incurred as a result of said traffic;

Therefore, **Vision Operating Company LLC** and Polk County, Texas hereby agree and contract as follows:

ASSURANCES:

Vision Operating Company, LLC SHALL:

1. Pay to Polk County, Texas its actual costs, including labor, equipment usage and materials for all repairs, replacement or maintenance incurred as a result of the aforementioned traffic of super heavy vehicles on the county roads and bridges stated herein, above, during the period of **June 1, 2015 to _____**.
2. **Vision Operating Company, LLC** shall provide surety to Polk County in the form of a **Bond** in the amount of **\$50,000**. Said surety shall be presented to the County Judge upon execution of this agreement and shall be deposited with the County Treasurer of Polk County, Texas. The aforementioned surety shall provide for the prompt payment upon demand by Polk County for the repairs, replacement and maintenance costs incurred. However, the liability of **Vision Operating Company, LLC** shall not be limited to the stated amount of said surety and **Vision Operating Company, LLC** hereby agrees to pay any additional sums as may be required for said repairs, replacement and maintenance upon demand.
3. **Vision Operating Company, LLC** agrees to provide 48 hour notice to Polk County, Texas before transporting or operating any equipment or commencing any super heavy vehicular traffic on the approved county roads and/or bridges which may interrupt the normal flow of traffic on said roads and/or bridges.
4. Special Requirements agreed to be performed by **Vision Operating Company, LLC: No Special requirements**

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POLK COUNTY SHALL:

1. Allow **Vision Operating Company LLC** to utilize **Darden Rd** for the transport of all necessary equipment and traffic of super heavy vehicles involved in tire proposed activity, without weight limitations from **June 1, 2015 to _____**.
2. Make a physical inspection/s of the subject site/s during the period agreed upon herein. Upon expiration of said period and the associated halting of the approved unlimited weight traffic, the County shall release any portion of the surety which has not been required for costs incurred or expected to be incurred, or may notify **Vision Operating Company, LLC** of any costs incurred which are in excess of the surety provided and may demand payment of those costs.

Executed by **Vision Operating Company, LLC**

Authorized Signature: *[Signature]*
 Printed Name Robert A. Gray Date: 5/21/2015

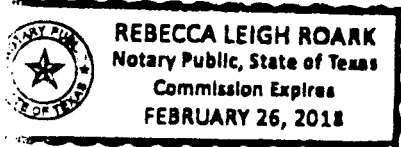
STATE OF TEXAS

COUNTY OF HARRIS

I, Rebecca Leigh Roark, a Notary Public in and for the State of Texas, do hereby certify that on this the 21 day of May, 2015, personally appeared before me Robert A. Gray, being first duly sworn and declared that he/she is the person whose signature is affixed hereto and that he/she is duly authorized to execute the foregoing document on behalf of **Vision Operating Company, LLC**

SWORN AND SUBSCRIBED before me this 21 day of May, 2015.

(seal)

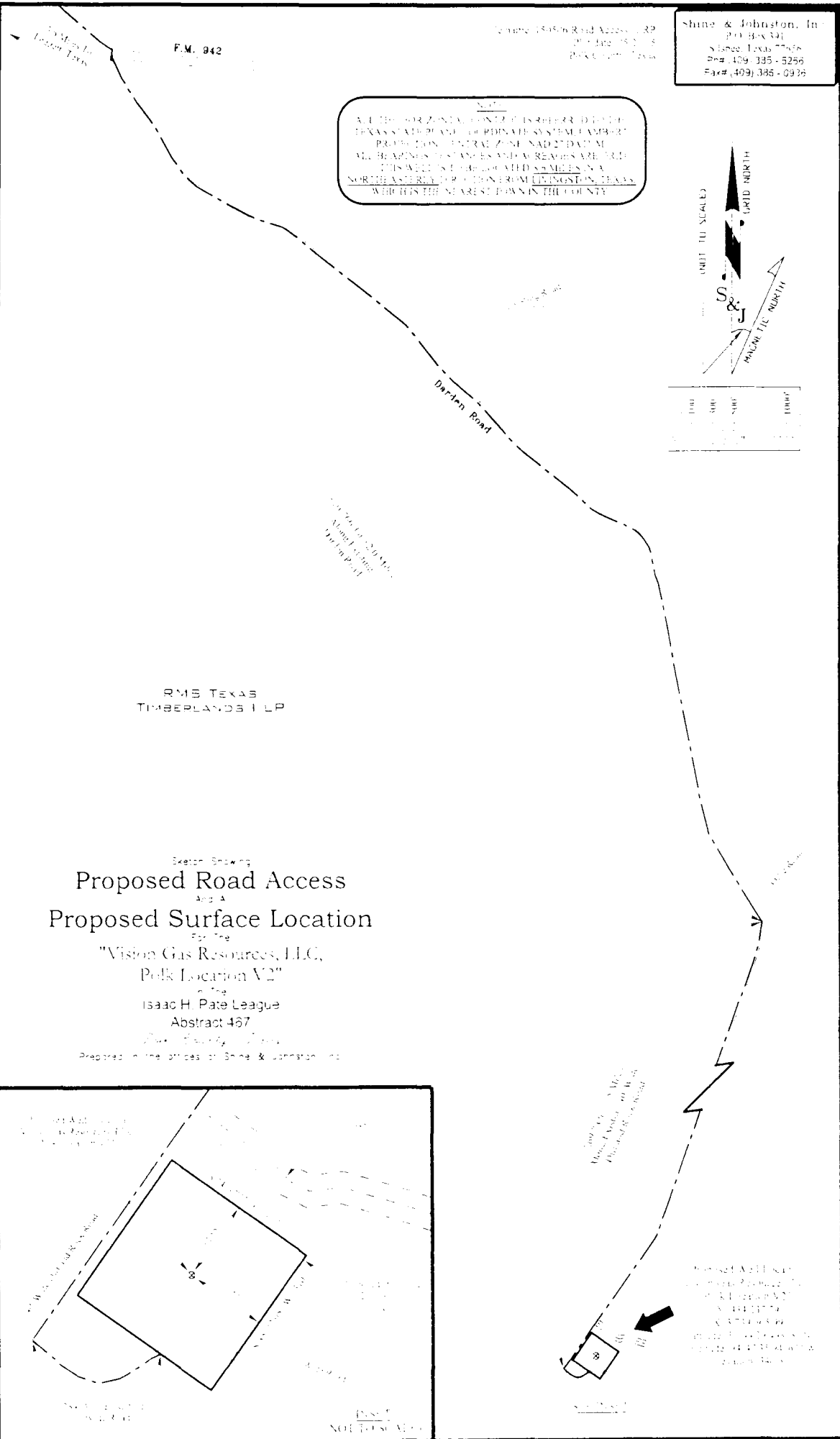


[Signature]
 Notary Public in and for the State of Texas
 Printed Name: _____

Approved by the Polk County Commissioners Court in a regular special session held this 26th day of May, 2015.

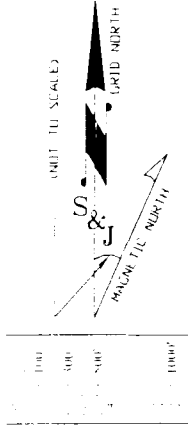
[Signature]
 Sydney Murphy, County Judge
 Polk County, Texas

ATTEST:
[Signature]
 Schelana Walker, County Clerk
 HOCK



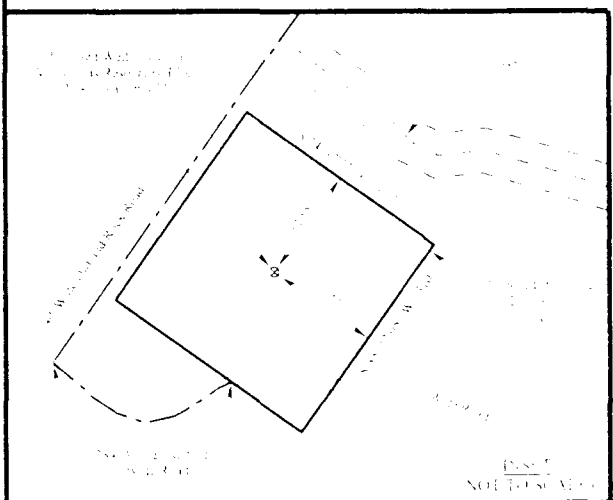
Shine & Johnston, Inc.
 P.O. Box 341
 Slaters, Texas 77576
 Phone: 409-335-5256
 Fax#: 409-335-0936

NOTE
 ALL HORIZONTAL CONTROL IS REFERRED TO THE
 TEXAS STATE PLANE COORDINATE SYSTEM LAMBERT
 PROJECTION, CENTRAL ZONE, NAD 27 DATUM.
 ALL BEARINGS, DISTANCES AND CURVES ARE ALL
 THIS WELL IS LOCATED 2.5 MILES S.W.
 NORTH AS PER SECTION FROM LIVINGSTON, TEXAS
 WHICH IS THE NEAREST TOWN IN THE COUNTY



RMS TEXAS
 TIMBERLANDS I LP

Sketch Showing
Proposed Road Access
 App. A
Proposed Surface Location
 For The
 "Vision Gas Resources, LLC,
 Polk Location V2"
 in The
 Isaac H. Pate League
 Abstract 467
 Polk County, Texas
 Prepared in the offices of Shine & Johnston, Inc.



Proposed Well No. 1
 Vision Gas Resources, LLC
 Polk Location V2
 Isaac H. Pate League
 Abstract 467
 Polk County, Texas
 Prepared in the offices of Shine & Johnston, Inc.

Shine & Johnston, Inc.
 NOT TO SCALE