

21

AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS

STATE OF TEXAS §

COUNTY OF NAVARRO §

KNOW ALL MEN BY THESE PRESENTS:

M.E.N.WSC, Owner of a (pipeline, utility line, and gas or sewer line) hereby contracts and covenants with **Navarro County** ("the County") as follows:

I. M.E.N.WSC desires to construct and maintain a pipeline, utility line, or gas or sewer line in Navarro County, Texas and it is necessary to cross certain county road(s) See Attached located in Precinct # 3, more fully described on the map attached hereto as Exhibit A and incorporated herein by reference. The license granted herein shall extend 5 feet on either side of the pipeline as it crosses the county road.

II. In consideration for **the County** granting permission through the issuance of a permit to lay a pipeline, utility line, or gas or sewer line adjacent to or crossing said county roads above described in Navarro County, Texas, the **Owner** hereby warrants, agrees and covenants that any crossing shall be constructed as follows:

All county road crossings shall be bored unless a variance is granted by Navarro County Commissioners Court, and lines underneath such roads shall be cased or otherwise constructed to provide maximum protection against damage or leaks. Owner may not block the county road during construction and must provide for at least one lane of traffic. The points where the pipeline crosses the road shall be clearly marked and the line shall be placed at a depth of no less than ~~4~~ feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

Type of Pipeline: 6" PVC Encased in 10" Steel

The transport route (beginning and end): See Attachments B, C1-4

* AS PER STATE OF TEXAS Requirements See D-G

(A detailed construction plan must be submitted with application)

Pipelines which run adjacent to a county road and which are within a county road easement shall be placed at a depth of no less than 3 feet underneath the lowest part of the County's bar ditches and/or road surfaces.

The pipeline shall be constructed in a safe and prudent manner and shall consist of only acceptable commercial pipeline materials. The Owner shall be responsible for maintaining the pipeline and the license area. In the event the pipeline is ever abandoned or ceases to be used for more than 6 consecutive months, this license shall terminate and revert to the County. In addition, if the pipeline is ever abandoned or ceases to be used for more than 6 consecutive months, the Owner shall, at the County's request, remove the pipeline from the license area and restore the property to its original condition.

SEE ATTACHMENT "A" IF THIS IS FOR A PETROLEUM PIPELINE.

III. In consideration of the granting of this license (pipeline, utility line, gas or sewer Line) adjacent to or across the County's roads, the Owner warrants and covenants that any damages which may be caused to County or adjacent property as a result of the construction, maintenance or operation of a pipeline shall be the sole responsibility of the Owner and the Owner warrants and covenants that the area where the construction takes place shall be repaired and put back in the same condition as it originally was before such construction took place.

IV. The County and Owner hereby covenant and agree that for each violation of this License agreement, Owner shall pay to the County liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per day, per violation, until such violation have been corrected and the County's requirements complied with. Such compliance shall be determined by the County Commissioner in whose precinct the work occurs.

As used in this license, the term "**Hazardous Materials**" means any substance or material defined or identified as hazardous, extra-hazardous, toxic or radioactive or subject to regulation as a solid waste or pollutant under any applicable federal, state, or local statute or regulation including, without limitation, the environmental laws and regulations referenced herein. "**Remedial Work**" is defined as any site investigation or monitoring, any cleanup, containment, remediation, removal, or restoration work performed in response to any federal, state or local government authority or private party action ("**action**"), or pursuant to any federal, state or local statute, rule, regulation, ordinance, order, governmental directive or other laws ("**law**"). **Owner** agrees, for the benefit of **the County** and any adjacent surface owner, (1) to remove from the license area, if, as and when required by any action or law, any Hazardous Materials placed or released thereon by **Owner** (including its contractors), (2) to perform Remedial Work where the need therefore arises in connection with **Owner's** (including its contractors) operations or activities on the license area or any adjacent property, and (3) to comply in all respects with all laws governing operations by **Owner** (including its contractors) and Remedial Work on or associated with the license area and any adjacent property. Remedial Work shall be performed by one or more contractors selected by **Owner** under the supervision of an engineer selected by **Owner**. All costs and expenses of Remedial Work resulting from **Owner's** (including its drillers' and other contractors') operations shall be paid by **Owner**, including, without limitation, the charges of such contractors and/or the consulting engineer and **the County's** reasonable attorneys' fees and costs incurred in connection with the monitoring or review of Remedial Work. If **Owner** shall fail to timely commence or cause to be commenced, or fail to diligently prosecute to completion, such Remedial Work, **the County** may (but shall

V. **Owner**, at its own expense, shall maintain a general liability insurance policy in an amount sufficient to insure against loss or damages caused by the construction, maintenance and operation of the pipeline. The general liability insurance requirement may be met by a combination of self-insurance, primary, and excess insurance policies. **Owner** shall also, at its own expense, carry worker's compensation insurance as required by law.

VI. **Owner**, its successors and assigns agree to release, defend, indemnify, and hold harmless the **County** its respective commissioners, agents and employees (collectively, the "**Indemnified Parties**"), from any and all costs, losses, claims, judgments, settlements, and damages of every kind and character to real property, personal property or persons (including, without limitation, claims involving environmental laws and regulations, pollution, contamination of ground waters, personal injury and death), lawsuits and/or causes of action (including reasonable attorneys' fees, expert fees and court costs) (collectively "**Claims**"), which may grow out of, arise from, or in any manner be connected with the activities of **Owner's** agents, invitees, guests, contractors, servants and employees, on the license area, or any adjacent property, including, without limitation, any Claims arising from loss of subsurface support of any County road and any Claims arising from the production or transportation of materials through any pipeline. For purposes of this license, environmental laws and regulations include, without limitation, the federal Oil Pollution Act (OPA), the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the federal Resource Conservation and Recovery Act (RCRA), the federal Clean Water Act, the Texas Solid Waste Disposal Act (TSWDA), the Texas Water Code (TWC), and the federal, state and local rules, regulations, ordinances, orders and governmental directives implementing such statutes.

not be required to), after first giving **Owner** thirty (30) days notice of its failure and **Owner's** continued failure to perform, cause such Remedial Work to be performed and **Owner** will reimburse all reasonable costs of same on demand. The provisions of this Article shall not constitute approval or obligate **The County** or the surface owner to consent to the imposition of any engineering or institutional control that would restrict or limit future use of the License area for any purpose including, without limitation, any deed restriction or limitation on the use of groundwater or use of the property for residential purposes. **Owner** will notify **the County** and surface owner of any claim or other action by any governmental agency or any third party involving the actual or alleged existence of Hazardous Materials on the License area or any adjoining property and provide **the County** and surface owner with copies of (1) any notice of any actual or threatened release of Hazardous Materials given by **Owner** pursuant to any law and (2) any report of and response to any such release including all Remedial Work. **Owner**, its successors and assigns, in accordance with the provisions of Article 8, will release, indemnify, pay and protect, defend and save the Indemnified Parties harmless from all claims, liabilities, fees and expenses of any kind (including reasonable attorneys' fees, expert fees and costs) that arise from the actual or alleged presence or release of any Hazardous Materials in connection with the operations of **Owner** and **Owner's** agents, invitees, guests, contractors, servants and employees on the License area or any adjacent property. Such indemnification shall include, without limitation, costs in connection with any Remedial Work performed by **the County**, surface owner, or any third party in response to any federal, state or governmental authority, laws or regulations, due and payable upon demand by **the County** or adjacent surface owner. **Owner's** obligations herein shall survive the termination of this License.

VII. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

VIII. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Agreement are performable in Navarro County, Texas.

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

X. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. The rights and remedies provided in this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

EXECUTED this 10th of Oct., 2023

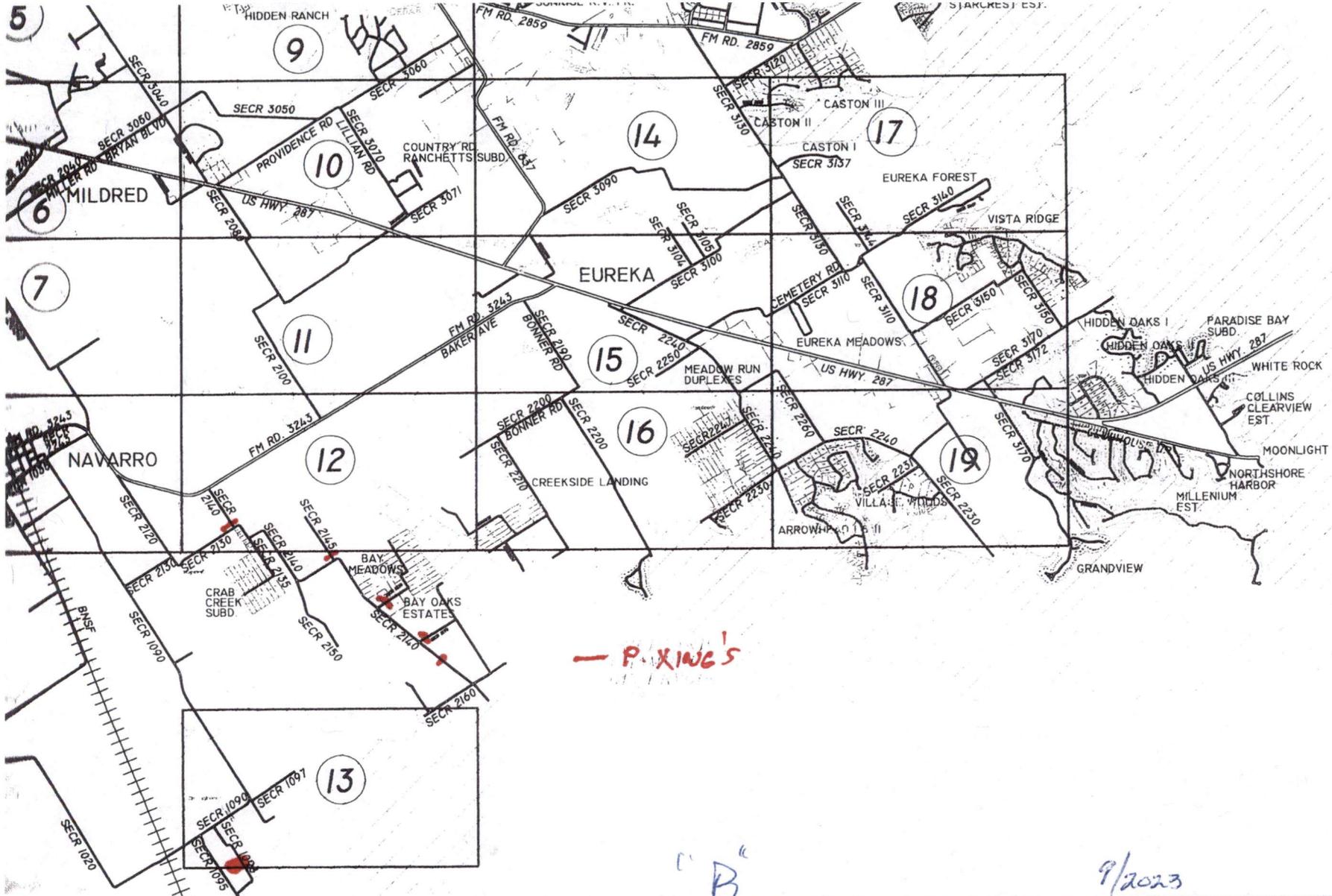
OWNER

By: Dennis Donoho, its Mgr.
Company Name: MEN WSC
Address: PO Box 3019 Corsicana TX 75151
Phone Number: 903 872-1899 or 903 654-0250

NAVARRO COUNTY

By: [Signature]
County Judge

By: [Signature]
Commissioner of Precinct 33



		SCALE: 3000 1500 0 3000 6000 	MEN WATER SUPPLY CORPORATION DISTRIBUTION SYSTEM IMPROVEMENTS		
		<small>THIS DRAWING AND ALL INFORMATION ON IT IS THE PROPERTY OF J. F. FONTAINE & ASSOCIATES. IT IS BEING FURNISHED FOR A LIMITED PURPOSE AND MAY NOT BE COPIED, EXHIBITED, OR FURNISHED TO OTHERS FOR ANY REASON WITHOUT WRITTEN CONSENT OF J. F. FONTAINE & ASSOCIATES, INC.</small>		<small>PREPARED BY</small> J. F. FONTAINE & ASSOCIATES, INC. PALESTINE, TEXAS	
		DRAWN BY: GB DESIGNED BY: JFF	DATE: 6-22-16 DATE:	BY: XXX DRAWING NO. 03008002 SHEET 2 OF 21 SHEETS	
		LATEST REVISION DATE: XXXXXXXX			

TXPE FIRM REGISTRATION NO. - F-3223

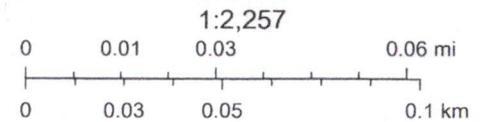
Navarro CAD Web Map "C-1"



9/26/2023, 6:19:25 PM

- Parcels
- Abstracts
- Lot Lines
- World Transportation

MEN WSC
PO BOX 3019
Corsicana, TX 75151



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Navarro County Appraisal District, BIS Consulting - www.bisconsulting.com

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

"C-2"
Navarro CAD Web Map

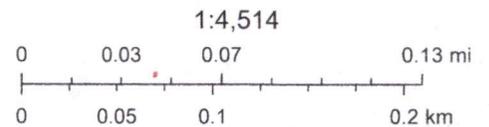


9/26/2023, 6:14:26 PM

- Parcels
- Abstracts

World Transportation

MEN WSC
PO BOX 3019
Corsicana, TX 75151
TRIANGLE SHORES



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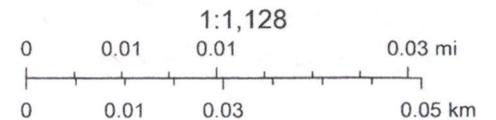
"C-3"
Navarro CAD Web Map



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- Parcels
- Abstracts
- Lot Lines
- World Transportation

MEN WSC
PO BOX 3019
Corsicana, TX 75151



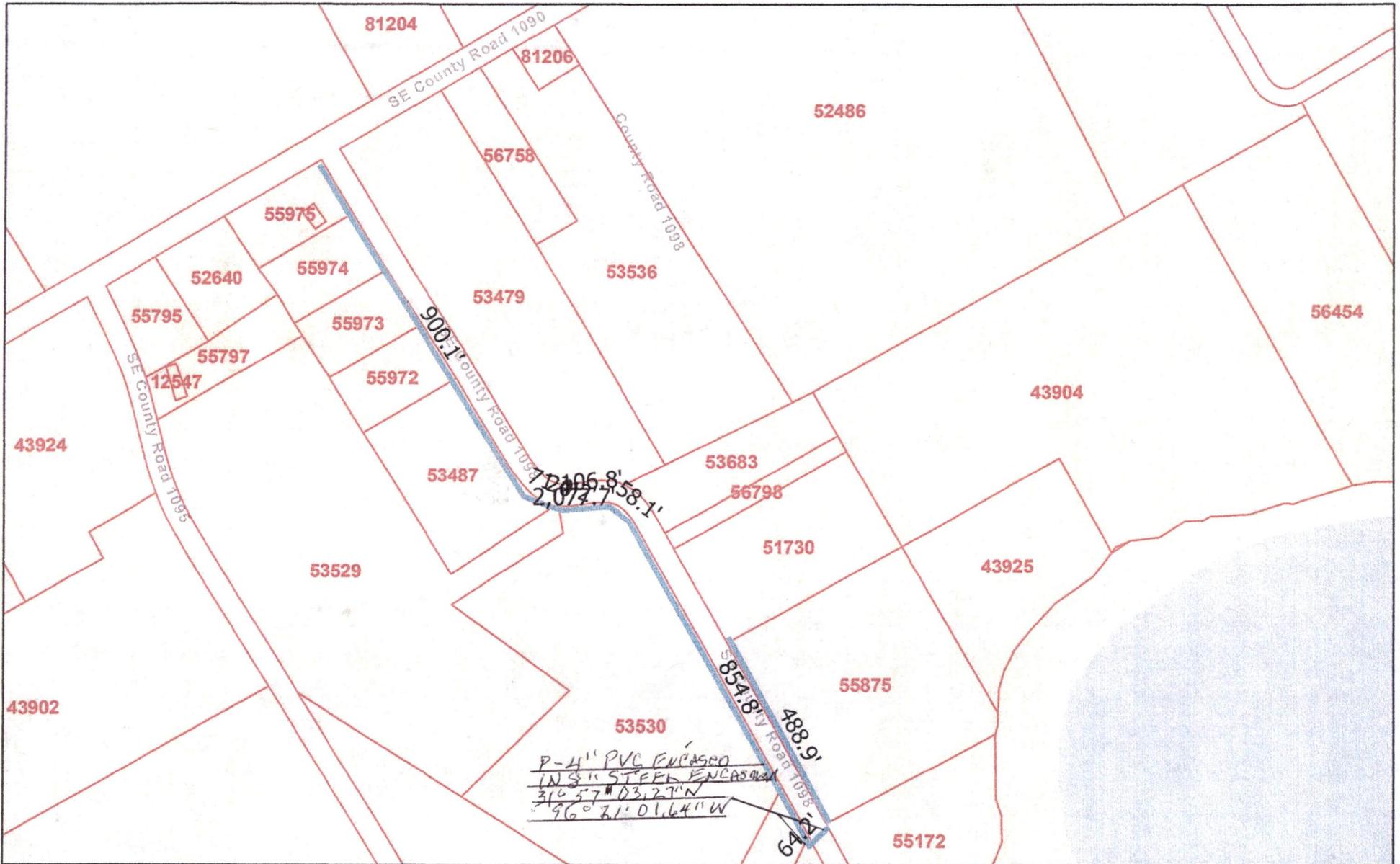
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Navarro County Appraisal District, BIS Consulting - www.bisconsulting.com

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Navarro CAD Web Map

"CH"

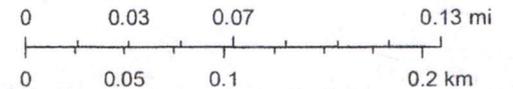


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- Parcels
- Abstracts

MEN WSC
PO BOX 3019
Corsicana, TX 75151
September 2023

1:4,514



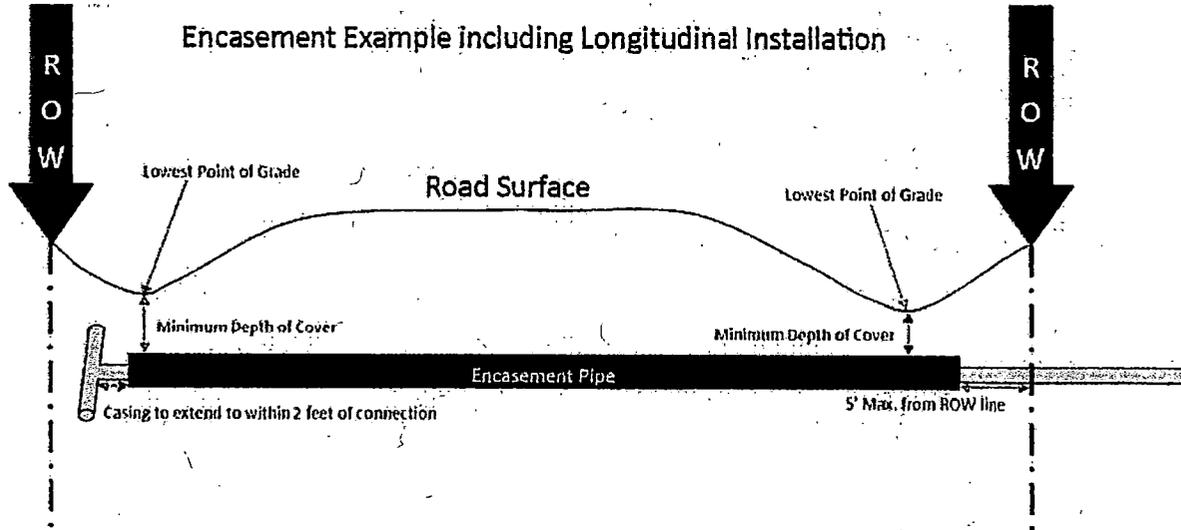
Esri Community Maps Contributors, Baylor University, Texas Parks &

Navarro County Appraisal District, BIS Consulting - www.bisconsulting.com

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10
D
10

Figure: 43 TAC §21.40 (a) (1)



M.E.N. WATER SUPPLY CORP.
P.O. BOX 3019
CORSIANA, TEXAS 75151-3019

" E "

Figure: 43 TAC §21.40(a)(2)(A)

Facility Type	Crossing Encased	Crossing un-encased	Longitudinal ²	Casing Material (Recommended)
Low Pressure Gas	60	60	48	HDPE or Steel
High Pressure Gas ¹	60	60	48	Steel
Electric	60	NA	48	Any
Communication	60	NA	48	Any
Water	60	NA	36	HDPE
Wastewater gravity flow	30	NA	30	HDPE
Wastewater pressure flow	60	NA	36	HDPE
Other Water	60	NA	36	HDPE

Crossing depth is below lowest point of crossed grade.

(1) High pressure gas is defined as greater than or equal to 60 psi.

(2) Additional 12 inches of depth is required within 50 feet of water course, culvert, etc.

M.E.N. WATER SUPPLY CORP.
P.O. BOX 3019
CORSIANA, TEXAS 75151-3019

F

TxDOT - SAN ANTONIO DISTRICT
MINIMUM DEPTH OF COVER TABLE
(FOR UNDERGROUND UTILITIES ON
HIGHWAY RIGHT OF WAY)

April 4, 2002

FOR UTILITY LINES INSTALLED PARALLEL WITH OR ACROSS TxDOT RIGHT OF WAY (ROW):

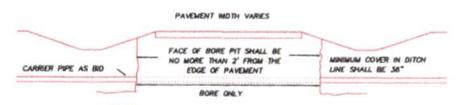
TYPE OF UTILITY	CROSSING PAVEMENT OR PARALLEL LESS THAN 10' FROM PAVEMENT EDGE (See Note #1 & 2 below)	UNDER DRAINAGE DITCH OR CHANNEL	UNDER NATURAL GROUND & MORE THAN 10' FROM PAVEMENT EDGE
LOW PRESSURE NATURAL GAS (<60 PSI)	60"	24" (30" for Plastic Pipe)	24" (30" for Plastic Pipe)
HIGH PRESSURE NATURAL GAS (>60 PSI) OR LIQUID PETROLEUM PRODUCTS	60"	30" (to Casing Pipe) 48" (to Un-Encased Pipe)	30" (to Casing Pipe) 36" (to Un-Encased Pipe)
TELEPHONE (Copper Cable)	60"	24"	24"
TV CABLE	60"	24"	24"
FIBER OPTIC (Data, Phone or TV)	60"	42"	42"
SANITARY SEWER	60"	24" (30" for Plastic Pipe)	24" (30" for Plastic Pipe)
WATER	60"	24" (30" for Plastic Pipe)	24" (30" for Plastic Pipe)
ELECTRIC	60"	BY VOLTAGE 30" (<22,001 volts) 36" (22,001-40,001 volts) 42" (>40,001 volts)	BY VOLTAGE 30" (<22,001 volts) 36" (22,001-40,001 volts) 42" (>40,001 volts)

Based on requirements in the Texas Department of Transportation (TxDOT), Utility Accommodation Policy (UAP).

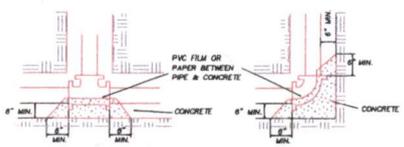
Notes:

- Utility lines installed parallel with TxDOT ROW are not permitted under TxDOT highway pavement.
- Utility lines installed across TxDOT highway pavement, or intersecting TxDOT highways, city streets, and county roads shall be placed inside a steel casing pipe.

M.E.N. WATER SUPPLY CORP.
P.O. BOX 3019
CORSICANA, TEXAS 75151-3019



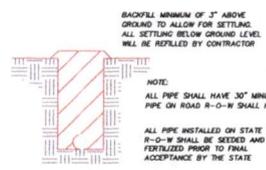
NOTE:
ALL TRENCHES OVER 5' IN DEPTH TO BE SHORED
BORED COUNTY ROAD AND DRIVEWAY CROSSINGS



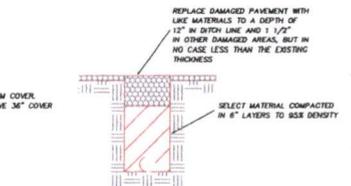
NOTE: ALL PLUGS, CAPS, TEES AND BENDS WILL BE PROVIDED WITH CONCRETE REACTION BACKING CONSTRUCTED OF 2,000 PSI STRENGTH CONCRETE WITH BEARING AREA CALCULATED USING 100 PSI WATER HEAN PRESSURE AND 1,000 LB/FT. SQ. UNDISTURBED SOIL BEARING. 12\"/>

WHEN UNDISTURBED EARTH IS MORE THAN 24\"/>

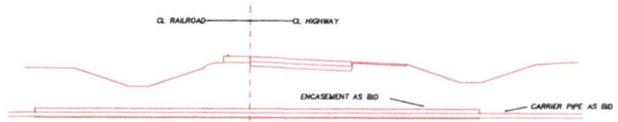
TYPICAL CONCRETE THRUST BLOCKING



PIPE INSTALLATION AND BEDDING



DRIVEWAY AND COUNTY ROAD PAVEMENT REPLACEMENT

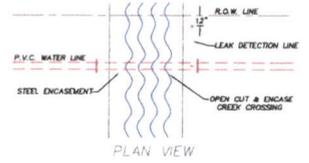


NOTE: RAILROAD ENCASMENT WILL EXTEND A MINIMUM OF 25' FROM THE CENTER OF THE RAILROAD OR TO A DISTANCE SHOWN ON THE PLANS
THE TOP OF THE ENCASMENT SHALL NOT BE LESS THAN 5' BELOW TOP OF BANK OF 3' BELOW THE DITCH BOTTOM WHOEVER REQUIRED THE GREATEST DEPTH
ALL ENCASMENT UNDER RAILROADS WILL BE PLACED BY THE "DRY BORE" METHOD AND NO WATER WILL BE ALLOWED IN THE BORING PROCESS

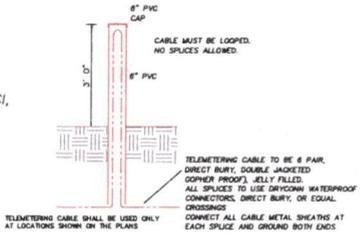
NOTE: HIGHWAY ENCASMENT WILL EXTEND TO THE CENTER OF THE ROAD DITCH OR TO A LOCATION GIVEN IN THE APPROVED HIGHWAY PERMITS
THE TOP OF THE ENCASMENT SHALL NOT BE LESS THAN 5' BELOW THE BOTTOM OF THE DITCH
ALL ENCASMENT 10\"/>

RAILROAD AND HIGHWAY CROSSINGS

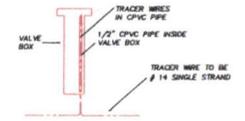
NOTE: ALL ENCASMENT SHALL HAVE CASING SPACERS EQUIVALENT TO ADVANCE PRODUCTS & SYSTEMS, INC., MODEL CI, EVERY 20 FEET.



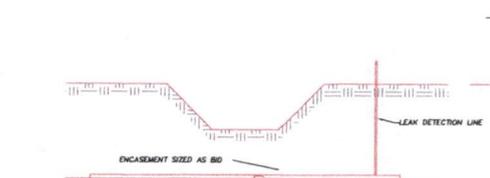
PLAN VIEW



TELEMETERING CABLE DETAIL (TYPICAL EVERY 500 FEET)

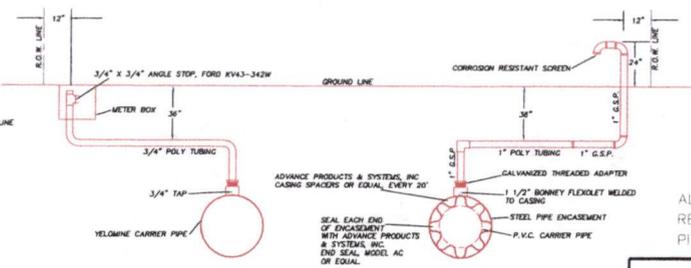


TRACER WIRE INSTALLATION DETAIL (TYPICAL EVERY 1000 FEET)



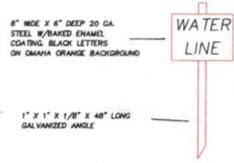
NOTE:
ENCASMENT IN CREEK BOTTOM WILL HAVE A MINIMUM OF 36\"/>

TYPICAL CREEK CROSSINGS

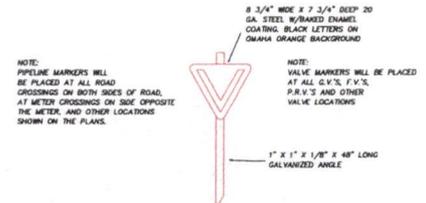


ELEVATION VIEW
CREEK CROSSING LEAK DETECTION INSTALLATION

NOTE: ONLY THOSE ITEMS REQUIRED FOR INSTALLATION BY THE CONTRACT BID ITEMS AND PLANS ARE APPLICABLE.



PIPELINE MARKER



VALVE MARKER

ALL FITTINGS SHALL BE DUCTILE IRON, MECHANICAL JOINT WITH RESTRAINING GLANDS. RESTRAINING GLANDS SHALL BE EBAA IRON MEGALUG OR EQUAL FOR 3\"/>

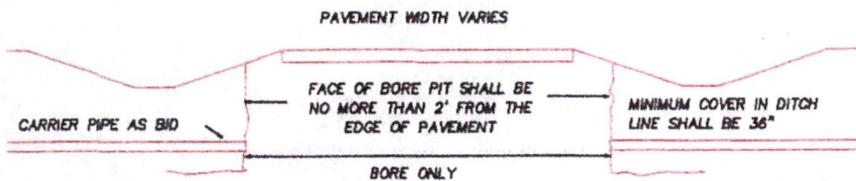
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	THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JERRY F. FONTAINE P.E. 80318	
TYPIC C318 REGISTRATION NO. - 7-2023	REVISED: XXXXXXXX	BY: JRC DRAWING NO. 03009006
SHEET 6 OF 6 SHEETS		

M.E.N. WATER SUPPLY CORP.
P.O. BOX 3019
CORCORAN, TEXAS 75151-3019

M.E.N. WATER SUPPLY CORP.
 P.O. BOX 3019
 CORSICANA, TEXAS 75151-0019

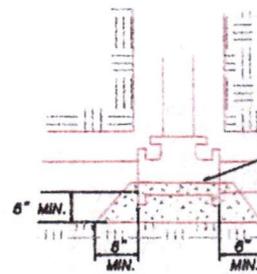
020

1" G"



NOTE:
 ALL TRENCHES OVER 5' IN DEPTH
 TO BE SHORED

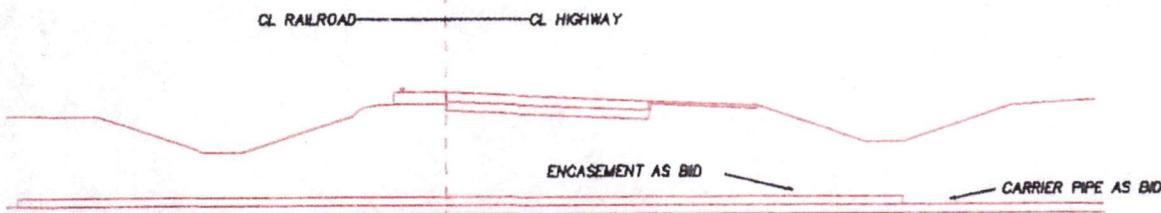
BORED COUNTY ROAD AND DRIVEWAY CROSSINGS



NOTE: ALL PLUGS, CAPS, T
 CONCRETE REACTION BACKFILL
 CONCRETE WITH BEARING CAP
 PRESSURE AND 1,000 LB/F
 SQ. FT. AREA, 10\"/>

WHEN UNDISTURBED EARTH
 CONTRACTOR SHALL PLACE
 EARTH AND COVER WITH 12
 PIPE RESTRAINTS, MEQUALLO, (C
 IS MORE THAN 24\"/>

TYPICAL CONNECTION



NOTE:
 RAILROAD ENCASEMENT WILL EXTEND
 A MINIMUM OF 25' FROM THE CENTER
 OF THE RAILROAD OR TO A DISTANCE
 SHOWN ON THE PLANS

THE TOP OF THE ENCASEMENT SHALL
 NOT BE LESS THAN 5' BELOW TOP OF
 RAIL OR 3' BELOW THE DITCH BOTTOM
 WHICHEVER REQUIRED THE GREATEST DEPTH
 ALL ENCASEMENT UNDER RAILROADS WILL
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 PROCESS

NOTE:
 HIGHWAY ENCASEMENT WILL EXTEND TO THE CENTER
 OF THE ROAD DITCH OR TO A LOCATION GIVEN IN THE
 APPROVED HIGHWAY PERMITS
 THE TOP OF THE ENCASEMENT SHALL NOT BE LESS THAN
 3' BELOW THE BOTTOM OF THE DITCH
 ALL ENCASEMENT 10" IN DIAMETER AND LARGER WILL BE
 INSTALLED USING THE "DRY BORE" METHOD AND NO WATER
 WILL BE ALLOWED IN THE BORING PROCESS
 ADVANCE PRODUCTS & SYSTEMS, INC
 CASING SPACERS OR EQUAL, EVERY 20'

NOTE:
 ALL TRENCHES OVER 5' IN DEPTH
 TO BE SHORED

RAILROAD AND HIGHWAY CROSSINGS

NOTE: ALL ENCAS
 EQUIVALENT TO A
 EVERY 20 FEET.

