

TEMPORARY LEASE OF COUNTY RIGHT OF WAY FOR SALTWATER PIPELINE

THE STATE OF TEXAS §

COUNTY OF DE WITT § LEASE NO. \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:**

This lease (hereinafter “Lease”) is made and entered into by and between the County of De Witt acting through its Commissioners Court (hereinafter “County” or “Commissioners Court”) and \_\_\_\_\_ (“Lessee”). Lessee desires to lease the Premises, as defined below, from the County and the County desires to negotiate a lease of the Premises to Lessee to be consistent with the rights of others. Lessee desires to install, operate and maintain one (1) temporary waterline (hereinafter “Waterline”) within the Premises for the purposes of transporting produced water from an oil and gas drilling operation to a licensed saltwater disposal site.

The County is authorized to lease its right of way for use of private entities pursuant to Transportation Code Section 202.052 and Natural Resources Code Section 91.901 (“Code”), and under rules promulgated by and through the Commissioners Court under Court Order No. 2025-005 (dated February 10, 2025) or revisions of said rules thereafter adopted by the Commissioners Court.

The County has agreed to lease \_\_\_\_\_ feet, more or less, of county right-of-way in that certain location described on the plans (“Plans”) attached hereto in Exhibit “A” and incorporated by reference (“Premises”) under the following terms and conditions. The Waterline shall have a diameter of \_\_\_\_\_ inches and length of \_\_\_\_\_ feet.

**TERMS AND CONDITIONS:**

- 1) **Term.** The term of this lease is ninety (90) days, beginning on \_\_\_\_\_, 20\_\_\_\_ (“Commencement Date”), and ending on \_\_\_\_\_, 20\_\_\_\_ (“Term”), unless terminated sooner. The lease may be renewed for one additional 90-day term (“Renewal Term”) upon the same terms and conditions as the current lease by mutual written agreement of the parties thirty (30) days prior to the expiration of the initial Term.
- 2) **Rent.** Lessee shall pay to the County rent for the Term in advance of the Commencement Date in the amount of \$ 2,500.00, and, if applicable, in advance of the first day of the Renewal Term. Lessee shall have no rights under this lease until full payment of rent is made to the County. Rent paid to the County is fully-earned and non-refundable.
- 3) **Termination: Default.** Either party may terminate this lease upon thirty (30) days written notice to the other party, whereupon all rent will be forfeited by Lessee, if terminated by Lessee. Notwithstanding the foregoing, in the event of default by Lessee under this lease, the County may exercise any legal or equitable remedies available to it including, without limitation, termination of this lease and forfeiture to the Lessor of any prepaid rent.
- 4) **Permitted Use.** Subject to the terms and provisions of this lease, Lessee shall use and occupy the Premises solely for the purpose of installing, operating and maintaining the Waterline. At Lessee’s sole expense, Lessee shall maintain the Waterline in good condition, including both as to safety and appearance. Lessee shall be entitled to reasonable access in and to the Premises for the sole purposes herein intended. Notwithstanding the foregoing, Lessee’s use of the Premises shall not interfere with the free and safe flow of traffic on the roadway improvements located in the right-

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of-way in which the Premises is located (the "County Road") or the operations of the County with respect to such County Road.

- 5) **Use is Subject To.** Lessee acknowledges its use is subject to all covenants, easements, reservations, and other matters of record applicable to the Premises, or which would be shown by a survey of the Premises. The County and its representatives have the right to enter the Premises at any time for purposes set forth in the Code. Additionally, Lessee's use shall be subject to and in accordance with the General Special Provisions set forth in Exhibit "B" and incorporated herein by reference.
- 6) **Scope of Use.** Lessee shall use the Premises in accordance with the Plans attached hereto. Any proposed change to the Plans or use of the Premises is subject to the County's written approval and the payment of an additional fee of \$100.00.
- 7) **No Unlawful Use.** Lessee shall observe, perform, and comply with laws, statutes, ordinances, rules, and regulations applicable to the Premises and the Waterline. Lessee will furnish to the County, within five (5) days of receipt by Lessee, copies of any and all notices and correspondence received by Lessee from any governmental entity or person indicating a violation or possible violation of any laws, statutes, ordinances, rules, or regulations. Remedial or corrective action for any violation will be at the expense of the Lessee. Lessee will furnish to the County documentation of all corrective action taken to fully comply with cited violation(s).
- 8) **Vegetation.** Lessee shall not remove or destroy any vegetation on or around the Premises, including trees of any variety, without prior written consent of the County.
- 9) **Environmental.** Lessee will use the highest degree of care and all proper safeguards to prevent pollution of air, soil and water in, on, under and around the Premises. Lessee shall be solely responsible for any impacts it may have on the environment related to this lease. Lessee's use of the Premises shall not result in either roadway users being exposed to hazardous or unsafe conditions. Lessee shall be fully and completely liable to the County for any and all cleanup costs including, without limitation, the cost of hazardous waste disposal, remediation and restoration of the Premises, and any and all charges, fees, and penalties (civil and criminal) imposed by any governmental authority with respect to Lessee's use of the Premises, which obligations will survive the termination of this lease.
- 10) **Indemnity.** Lessee agrees to indemnify, hold harmless and release the County from, and to reimburse the County with respect to, any and all claims, demands, losses, damages (including consequential damages claimed by a person or entity other than the County, liabilities, causes of action, judgment, penalties, costs and expenses (including attorney's fees and court costs) of any and every kind or character, known or unknown, fixed or contingent, imposed on, asserted against or incurred by the County at any time resulting from any acts or omissions of Lessee or its employees, agents or contractors in conjunction with this lease or the Premises. Lessee assumes all risks of losses resulting from the lease and Waterline. This section shall survive the Term of this lease.
- 11) **Disclaimer of Warranties.** Lessee is fully familiar with the Premises, its condition, state of repair and everything connected therewith from Lessee's own investigation of same and is leasing the Premises in its "AS IS, WHERE IS, WITH ALL FAULTS" condition. Lessee acknowledges the the County has made no express or implied warranties with regard to the Premises and disclaims any and all such warranties to the maximum extent permitted by applicable law.
- 12) **Notices.** Any notice provided for or permitted to be given under this lease must be made in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) on the first to occur of receipt or three calendar days after it is deposited with the United States Postal Service, postage prepaid, registered or certified mail, returned receipt requested, and addressed to the intended recipient at the address(es) designated below. Notice may also be given

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by personal or courier delivery to the party to be notified or other commercially reasonable means, and will be effective when actually received.

If to Lessee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to County: County of De Witt

307 N. Gonzales St.

Cuero, Texas 77954

Attn: County Judge's Office

The parties may change their addresses to any other location within the United States by giving a notice of the change in accordance with this section.

- 13) Notification of Release.** Lessor shall immediately report any release, leak, or spill from the Waterline to the County or county commissioner ("Commissioner") within which the Waterline exists and to the County's Office of Emergency Management ("OEM"), and shall promptly take all appropriate corrective actions in response to any such release, leak or spill, including actions required by TCEQ rules or other environmental laws, regardless of the cause of the release, leak, or spill.
- 14) Liability Insurance.** (a) At all times during the Term, Lessee, at its sole expense, shall carry commercial general liability insurance coverage with the limits of at least \$1,000,000 for each occurrence and \$2,000,000 general aggregate. Such policy must name County as an additional insured. The policy shall insure against bodily injury, death, and property damage and shall include: (1) coverage for the Premises and operations; (2) coverage for the County's concurring negligence; and (3) contractual liability coverage insuring the obligations of Lessee under the terms of this lease, including but not limited to the indemnity obligations herein, as well as other endorsements as determined to be necessary by the County.
- 15) Transfers of Interest.** Lessee shall not transfer, assign, sublease, or convey the lease, Waterline, or the Premises to another person or entity without the prior written approval of the County.
- 16) Holdover.** In the event Lessee occupies the Premises after the expiration or earlier termination of this Lease, unless otherwise agreed in writing by the County, Lessee shall hold the Premises as a tenant-at-will only at a daily rental equal to two (2) multiplied by the Rent calculated on a per diem basis.
- 17) Non-discrimination.** Lessee does hereby covenant and agree that no person on the grounds of race, color, religion, national origin, marital status, age, sex, or the presence of any sensory, mental, or physical handicap will be excluded from participation in, be denied the benefits of, or be otherwise unlawfully subjected to discrimination in the use of the Premises.

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**COUNTY OF DE WITT**

Executed by and approved for the County of De Witt for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Commissioners Court of De Witt County, Texas.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LESSEE**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBITS "A" AND "B" TO FOLLOW**

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**EXHIBIT A**

**PERMIT NUMBERS AND DESCRIPTION OF PREMISES**  
**(Plans must be signed and sealed and include GPS Coordinates)**

<b>Agency Permit No. for Production Source</b>	<b>Agency Permit No. for Disposal Source</b>

<b>Description of the Premises</b>
<b>County Road name(s) and etcetera:</b>

**TOTAL NUMBER OF PAGES IN EXHIBIT A:** \_\_\_\_\_

**EXHIBIT B**

**General Specific Provisions**

1. This Temporary Lease will automatically expire ninety-one (91) days after the Commencement Date, unless renewed in writing by the County. The Waterline and all appurtenances must be removed, all damage to the right-of-way and both county road and privately-owned facilities repaired, and the Premises restored to the condition in which it existed prior to the Commencement Date within ten (10) working days after the date of expiration or termination of the lease.
2. The Waterline will be made of high quality, high heat tolerate material designed to flow produced water of a high temperature and under high pressure. Lessee will provide manufacturing specifications and assurance of the Waterline's fitness for purpose to the County prior to installation.
3. The Waterline will be located as approved in advance by the County. In no case will the Waterline be located on the front slope (adjacent to the paved edge) of the roadway or within a median without specific written authorization from the County.
4. All Waterlines shall have readily identifiable, durable, and weatherproof markers a distance of 500 feet or line of sight at the right-of-way line along the centerline of the pipelines. All markers should include the words "Warning", "Caution" or "Danger" and shall indicate the name, address, email, and telephone number where the Pipeline Operator can be reached at all times. **WATERLINES WITHOUT MARKERS ARE NOT AUTHORIZED AND SHALL BE SUBJECT TO REMOVAL.**
5. Traffic control procedures in accordance with the Texas Manual of Uniform Traffic Control Devices must be in place prior to and during all construction activities.
6. Maintenance of vegetation adjacent to the Waterline will be as directed by the County (or County staff with the authority delegated by the Precinct Commissioner). Narrow roadway rights-of-way may require vegetation maintenance to include not only areas immediately adjacent to the Waterline, but other areas within the right-of-way as directed by the County) or staff delegated the authority by the Precinct Commissioner).
7. Access driveways, including access gaps in adjacent fences, are not to be blocked or cut open without specific authorization from the owner. Temporary road crossing manifold ramps not greater than four (4) inches in height, of equivalent or greater width of the driving surface or fence gap and of sufficient load carrying capacity, are to be used in lieu of placing pipes through driveway culverts and blocking fence gaps.
8. No bridge span, drainage culvert or crossing facility such as livestock and vehicle passages may be used without specific written authorization of the County.
9. Crossings of intersecting city streets or state roadways require coordination through and written approval by the appropriate governmental entity prior to seeking approval from the County.
10. In the event the County determines a hazardous condition exists, the Lessee will be required to take curative action. In the event the condition or hazard creates an emergency, the Lessee shall immediately take curative action as directed by the County, its Office of Emergency Management, in conjunction with the Texas Division of Emergency Management ("TDEM"). If the Lessee fails to act timely, the County may, at Lessee's expense, mitigate the condition or omission in any manner deemed necessary by the County.
11. Installation of a Waterline pursuant to this lease may be placed on the surface of the ground as an exception to the depth of cover requirement related to the subsurface burial of utility infrastructure.

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All other requirements of the governing utility accommodation rules and regulations will apply to this lease; provided exceptions may be considered on a case by case basis.

12. Damaged County or privately owned facilities are to be repaired to original or better condition at the Lessee's expense.
13. Leaks in the Waterline and appurtenances are to be reported to the County and repaired immediately. Use of the Waterline must be discontinued until such repairs are completed.
14. Additional Special Provisions:

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