



**ATASCOSA COUNTY TEMPORARY WATER LINE RIGHT OF WAY REQUEST AND PERMIT**

COMES NOW SELECT WATER SOLUTIONS, LLC (company name) (hereinafter "Company"), a TEXAS (state), CORPORATION (type- corporation, partnership, etc.) with the right to transact business in the State of Texas, acting by and through its duly authorized representative, and hereby petitions Atascosa County (hereinafter "County") for the right to lay a temporary water line over and along certain County Roads and rights of way as shown on maps and drawings attached hereto and described below:

LOCATION (County Roads and Right of Way shall be listed below):

The (1) 10" Lay Flat Line will Enter CR ROW, CR Edmond Tom Ranch Rd on the East side of CR Edmond Tom Ranch Rd on the East side of and travel South for 7,800 feet. The Line will Exit CR ROW, CR Tom Edmond Ranch Rd, onto private property.

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THE COMPANY HEREBY STIPULATES AS FOLLOWS:

**It is expressly understood that the County does not grant any right, claim, title or easement in or upon the County right of way.**

**This permit, if granted, will give Company permission to conduct allowed operation within County Roads and rights of ways only, and does not authorize Company to conduct any operations on other property.**

It is understood that Company shall be solely responsible for all costs to construct, maintain, operate, repair, replace, and remove this temporary water line and any related facilities and markers from the right of way. Company shall pay all real estate taxes and assessments, if any, on the improvements, to the extent related to Company's improvements (for the limited period of the Permit), prior to delinquency.

Company shall construct and maintain the temporary water line on the right of way as shown on the attached plans and drawing(s) and in accordance with all applicable rules, regulations, policies and laws of the State of Texas. Upon request by the County at any time, the Company shall submit proof of compliance with all governing laws, rules and regulations. Company will, at Company's sole expense, obtain any permits from the appropriate state or local agencies that may be required by law or regulation. Company shall file all reports with all appropriate state or local agencies that may be required by law or regulation.

Submitted plans shall include the design, proposed location, vertical elevations, and horizontal alignments of the proposed line, the relationship to existing facilities and the proposed line, traffic safety and access procedures, and the location of existing utilities that may be affected by the proposed line. The location and description of the proposed line and appurtenances is more fully shown by a complete set of drawings

attached to this Temporary Water Line Right of Way Request and Permit. New plans shall be submitted to the County for each future proposed modification or expansion to this plan and a new request will be required as a condition of approval, along with a \$250 amendment/modification fee. The County shall have 30 days to review and approve plans prior to commencement of work.

Proper drainage shall be maintained throughout the installation of this line. Temporary water lines crossing a roadway may use existing drainage structures.

Company shall notify the County prior to commencement of any operation which requires pruning of trees so that the County may provide specifications to govern performance of work, including trimming, topping, tree balance, type of cuts, painting cuts and clean up.

The temporary water line shall not be laid or maintained by the Company in such a manner as to interfere with the use, construction, maintenance, or repair of roads, or utilities, and in the event that it is determined that the line does interfere, the Company, upon the request of the County, shall promptly change or alter, at the Company's sole expense, the temporary water line, in such a manner that the same will no longer interfere.

It is understood that the County may require Company to relocate, or to permanently or temporarily remove this line, for any reason and subject to the provisions of governing laws, by giving Company at least 15 days written notice.

The Company's installation shall not damage any part of the roadway structure or associated appurtenances. It is understood that Company shall not open-cut driveways or intersecting roadways without specific written permission from the property owner. If damage to private driveways is incurred due to its operations, Company shall pay to repair driveways to prior condition. Furthermore, Company understands, and if approved, assumes all responsibility for any other damage to the public or adjoining property owners caused by the installation, maintenance, and/or removal of this temporary water line and assumes all risks associated with this installation within the County right of way, including, but not limited to, injuries to Company workers, damage to utility lines and injuries or damage resulting from failure to properly install, maintain, and/or remove the line. Company will promptly and fully reimburse the injured party for any damage to real or personal property, or personal injury arising out of the installation, maintenance, and/or removal of the temporary water line.

Company shall provide proof of financial responsibility to cover damages to persons or property covering its operations and rights granted hereunder by complying with either option listed below:

- a) Company shall keep in effect, at its sole cost and expense, reasonably satisfactory comprehensive general liability insurance covering the rights granted hereunder with maximum limits of liability of not less than \$1,000,000 for bodily injury or death to one person, or to any group of persons as a result of one accident, and \$1,000,000 for property damage. Company shall name the County as an additional insured and furnish the County with certificates of current policies, and upon expiration thereof, renewal certificates, evidencing such insurance. Company shall also cover all of its respective employees with workman compensation policies; or
- b) Company shall provide to Commissioners Court a letter, which shall be incorporated as part of this agreement, setting forth that Company will self-insure for any damage to persons or property caused by its operation and rights granted hereunder.

Commissioners Court reserves the right to accept or reject Company's selection to be self-insured under option b) above.

In the even that Company applies for renewal of an existing permit, Company shall provide at the time of such application an updated Certificate of Insurance and shall submit the renewal fees as listed below.

**COMPANY AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY PERSONAL INJURY, PROPERTY DAMAGE, SUBSERVIENT ESTATE AND/OR MINERAL ESTATE RELATED CLAIMS, OR OTHER TORT CLAIMS, AGAINST COUNTY, ITS OFFICERS, AGENTS, OR EMPLOYEES, THAT RESULT FROM COMPANY'S OPERATIONS UNDER THIS PERMIT, OR THE COUNTY'S ACTIONS IN GRANTING THIS PERMIT, EVEN IF SUCH CLAIMS RESULT IN WHOLE OR IN PART FROM THE NEGLIGENCE (INCLUDING FAILING TO TAKE AN ACTION REQUIRED BY THE TEXAS UTILITY CODE) OF COUNTY, ITS OFFICERS, AGENTS OR EMPLOYEES, OR FROM THE INTENTIONAL CONDUCT OF THE COUNTY, ITS OFFICERS, AGENTS OR EMPLOYEES, IN RELOCATING, OR REMOVING THE LINE, OR ANY ASSOCIATED EQUIPMENT, OR MATERIAL, IF AN EMERGENCY CONDITION EXISTS, OR IF THE COMPANY IS, IN THE OPINION OF THE COUNTY, IN VIOLATION OF THIS PERMIT, OR IF THE COMPANY HAS NOT COMPLIED WITH A NOTICE TO REMOVE OR RELOCATE THE TEMPORARY WATER LINE, OR OTHER OBJECTS PLACED IN THE COUNTY RIGHT OF WAY.**

COMPANY FURTHER AGREES TO RELEASE THE COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES OR ANY EMERGENCY SERVICES ORGANIZATION OR EMERGENCY SERVICES PERSONNEL, OPERATING ON BEHALF OF THE COUNTY, FROM ANY AND ALL CLAIMS FOR DAMAGES DONE TO COMPANY'S PROPERTY, DURING EMERGENCY OPERATIONS OR ROAD MAINTENANCE OPERATIONS.

Company shall make adequate provisions to cause minimum inconveniences to the traveling public and adjacent property owners. It is understood that it is the responsibility of Company to handle traffic in a safe and satisfactory manner during the installation, maintenance, and removal of these lines. Traffic control shall be in compliance with Part VI of the 1980 Texas Manual on Uniform Traffic Control Devices for Street and Highways. A representative of Company will be on the jobsite whenever work is in progress and a copy of this permit must be on the jobsite. If the line runs along the County Road right of way for more than 100 feet, additional copied of the permit shall be posted at each location where the line enters, or leaves, the County Road right of way. Company shall insure that all of its employees, agents, contractors, and sub-contractors, are familiar with all terms of the permit.

When operations are immediately adjacent to a roadway, all equipment should be parked and/or operating on one side of the roadway only.

Payment of a \$500 FOR THE FIRST MILE + \$500/ADDITIONAL MILE OR PORTION OF A MILE Temporary Right of Way Permit Fee must accompany this Request. A \$5,000 penalty fee will be assessed if said water line/ pipeline has been installed prior to this Request being presented to and approved by the County Commissioners Court or if said temporary lines remain in the right of way after the expiration of the permit period.

Company acknowledges that this permit is for 90 days only. In the event that construction has not commenced within 90 days from County's approval of this request, this permit shall automatically expire, and Company will be required to resubmit a request, along with a resubmittal fee of \$200. If the temporary line is constructed and it is anticipated that same shall still be in use at the expiration of the 90 day permit period, a renewal request for a temporary right of way shall be submitted at least 10 days prior to the expiration of the previously approved right of way along with a renewal fee of \$200. All request submissions, whether due to expiration or new requests for modifications and relocations, shall be in accordance with the governing laws, rules, regulations, and policies existing at the time of submission.

Company understands that the County may revoke this permit at any time for failure to pay permit fees, failure to comply with any section of this permit application, or any other violation that may arise regarding the temporary water line.

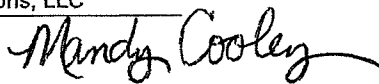
Following approval by the Atascosa County Commissioners Court, Company proposes to begin operations with regard to this line on or about 05/06/2024 (mm/dd/yyyy) and complete such operations by 08/06/2024 (mm/dd/yyyy). The appropriate County Precinct Commissioner, being the Commissioner in whose Precinct the proposed installation is located, shall be notified 48 hours prior to commencing construction.

By signing below, I certify that I am authorized to represent the requestor, that I agree to the provisions and requirements included in this request, and that commencement of construction will further attest to my review and acceptance of said provisions and requirements.

REQUESTOR

Select Water Solutions, LLC

By: Mandy Cooley



Title: STR Administrative Assistant

Address: 1000 Central Parkway N.  
Ste 270  
San Antonio, Tx 78232

Date: May 2, 2024

I have reviewed the foregoing Request, and I:

Approve. Company may conduct the operations described in the permit request, subject to the rules and conditions contained in such request.

Do not approve, for the following reason(s) \_\_\_\_\_

\_\_\_\_\_  
Robert L. Hurley, County Judge

Atascosa County, Texas

**CONTACT PERSON FOR COMPANY**

Questions regarding the Temporary Water Line Right of Way should be addressed to:

Print name: Griffen Ray

Office Telephone: 210-491-1810

Cell Phone: 713-969-7676

Email Address: gray@selectenergy.com

Address: 1000 Central Parkway N. Suite 270

City, State, Zip: San Antonio, Tx. 78232

## **INSTRUCTIONS FOR TEMPORARY WATER LINE RIGHT OF WAY REQUEST AND PERMIT**

**BASIC INFORMATION:** Contact the County Judge's Office to determine in which commissioner precinct your crossing will be located.

Contact the County Commissioner so the proposed crossing can be discussed and to determine/confirm amount of crossing fee(s). After the Commissioner has been contacted, the crossing surveyed, and the fee amount confirmed, the request needs to be signed and then submitted to Atascosa County Commissioners Court for approval.

The executed request and check for fees must be received in the office of the County Judge BEFORE it will be placed on the agenda. The deadline for receipt of agenda items is NOON on the Thursday before a Commissioners Court Meeting. Contact the County Judge's Office for the next scheduled meeting and date of posting.

**REPRESENTATION AT COMMISSIONERS COURT MEETING:** A representative should accompany the application to the meeting in the event the court has questions unless previous arrangements have been made with the individual County Commissioner.

**FEE:** A fee is required for each PERMIT. Additional fees may be required. See REQUEST for further information on fees. Fees can be paid and application/permit will be filed with the Atascosa County Treasurer. **MAKE CHECKS PAYABLE TO: ATASCOSA COUNTY.**

**PLAT:** The crossing location must be surveyed and a plat provided for each crossing. Provide the plat along with the Request.

**NOTE:** BE ADVISED THERE IS A PENALTY FOR INSTALLING A WATER LINE WITHOUT OBTAINING A PERMIT.

THERE IS A 90 DAY TERM OF CONTRACT ON THE REQUEST WHICH INCLUDES REAPPLICATION AND REPAYMENT OF FEES IF THE APPLICATION EXPIRES BEFORE THE PIPELINE IS INSTALLED.

UPON COMMISSIONERS COURT APPROVAL THE COUNTY CLERK'S OFFICE WILL PROVIDE YOU WITH A FULLY EXECUTED COPY OF THE PERMIT AND THE TREASURER'S OFFICE WILL RECEIPT FOR PAYMENT. PLEASE PROVIDE RETURN CONTACT INFORMATION ON THE PERMIT. THE INFORMATION YOU PROVIDE WILL BE USED TO RETURN THE FULLY EXECUTED COPIES AND RECEIPT FOR YOUR RECORDS.

### **FEE SCHEDULE:**

**APPLICATION FEE: \$500.00 FOR THE FIRST MILE + \$500/ADDITIONAL MILE OR PORTION OF A MILE**

**AMENDMENT OF PERMIT: \$250.00**

**EACH EXTENSION OF PERMIT: \$ 200.00**

**PENALTY FEE FOR INSTALLATION OF WATER LINE WITHOUT A PERMIT: \$5000.00**

# EXHIBIT "A"

Layout Specifics: (1) 10" Lay Flat Line will Enter CR ROW at (28.695070°/-98.284047°). The Line will be on CR ROW, CR Edmond Tom Ranch Rd and be on the East side and travel South for **7,800 feet**. The Line will Exit CR ROW, CR Edmond Tom Ranch Rd at (28.673725°/-98.285588°). The Line will Exit onto private property.

In Total the line will be in the County ROW for **7,800 feet**. Proper signage will be used, and flaggers will be placed to help maintain traffic control during the installation and removal of the line. Operator certifies that the use of the line is for freshwater operations and shall not be used for the transport of produced water. The water being moved through this line is fresh water. At no time will there be any pumps located in the County ROW. The line will be placed within three feet (3') of the County ROW line and held in place via stakes with protective covers. County ROW shall be mowed and maintained during installation and operation of the line and culverts will be cleaned to allow access and kept clear during occupancy. Any base material the waterline company places in the ROW to help with the driveway crossings **MUST** be immediately removed from the County ROW when the line is picked up. If a driveway has seal coat surface treatment (rock aggregate with oil mixture placed on it) or hot mix asphalt, the same kind of material must be used on that driveway to help with the waterline crossing. If the driveways have had those kinds of improvements made to them, then caliche/flex base cannot be used. If any damage is done to the driveways because of the temp waterline crossings, the temporary waterline company is responsible for contacting the driveway owner and repairing it back to original condition." NOTE: In the interest of safety of the travelling public and your work crews, it is now mandatory that bright orange, free-standing, "Work Crew Ahead" signs be placed at each end of the active work site. Additional signs will be required at any roadways that intersect the County/State roadway in the active work site. These signs shall remain in place only while work crews are present and shall be picked up when the work crews leave.

**Mandy Cooley**  
South Texas  
STR Administrative Assistant  
C: 817-964-5311  
[mcooley@selectwater.com](mailto:mcooley@selectwater.com)  
[www.selectwater.com](http://www.selectwater.com)  
1000 Central Parkway North  
Suite #270  
San Antonio, Tx. 78232





# CERTIFICATE OF LIABILITY INSURANCE

6/30/2024

DATE (MM/DD/YYYY)

6/27/2023

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 2100 ROSS AVENUE, SUITE 1400 DALLAS TX 75201 214-969-6700	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Berkley National Insurance Company		38911
INSURER B : Lloyds of London		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

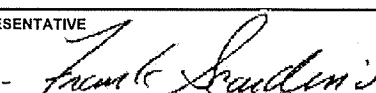
COVERAGES \*\* CERTIFICATE NUMBER: 19367027 REVISION NUMBER: XXXXXXXX

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sudden/Acc Pollution GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	EGL005051511	6/30/2023	6/30/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	ECA 3166123-11	6/30/2023	6/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	EUL005051611	6/30/2023	6/30/2024	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	EWC 3166124-11	6/30/2023	6/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Motor Truck Cargo	N	N	ENUPS2300198.	6/30/2023	6/30/2024	Limit: \$1,000,000

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

**CERTIFICATE HOLDER****CANCELLATION** See Attachment

<b>19367027</b> Atascosa County 384 Shale Road Pleasanton TX 78064	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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## Named Insured List

SES Legacy Holdings, LLC  
Select Energy Services, Inc.  
Select Energy Services, LLC  
SES Holdings, LLC  
Select Agua Libre Midstream, LLC  
Select Water Reuse, LLC  
Select Water Reuse  
Crescent Services, LLC Rockwater Northeast  
Complete Energy Services, LLC  
Benchmark Distribution Services, LLC dba Rockwater Energy Solutions, Inc.  
Peak Oilfield Services, LLC  
Rockwater Mid-Con, LLC  
Rockwater Energy Solutions North Dakota, Inc.  
Rockwater West Texas, LLC  
Rockwater Energy Solutions, LLC  
Tidal Logistics, Inc.  
Boothe SWD  
Lone Star  
dba International Western Company and Peak Oilfield Services, LLC  
Reef Services Holdings, Inc.  
Reef Services, LLC  
Nuverra Ohio Disposal LLC  
Clearwater Three LLC  
Clearwater Five LLC  
Clearwater Solutions LLC  
Badlands Power Fuels, LLC  
Badlands Power Fuels, LLC  
Landtech Enterprises, L.L.C.  
Badlands Leasing, LLC  
Ideal Oilfield Disposal, LLC  
Nuverra Total Solutions, LLC  
Heckmann Woods Cross, LLC  
Heckmann Water Resources, LLC  
1960 Well Services, LLC  
Nuverra Rocky Mountain Pipeline, LLC  
China Water and Drinks, LLC  
NES Water Solutions, LLC  
HEK Water Solutions, LLC  
Breakwater Energy Partners, LLC  
Breakwater Energy Services, LLC  
Breakwater Midstream, LLC  
Big Spring Recycling System, LLC

## Envirohose

### **About**

resistant to weather, abrasion and cracking. With operating pressures up to 200 psi, and manufactured with NSF Standard 61 approved materials, EnviroHose offers the surest, most efficient means for critical fluid delivery and transport.

### **Benefits**

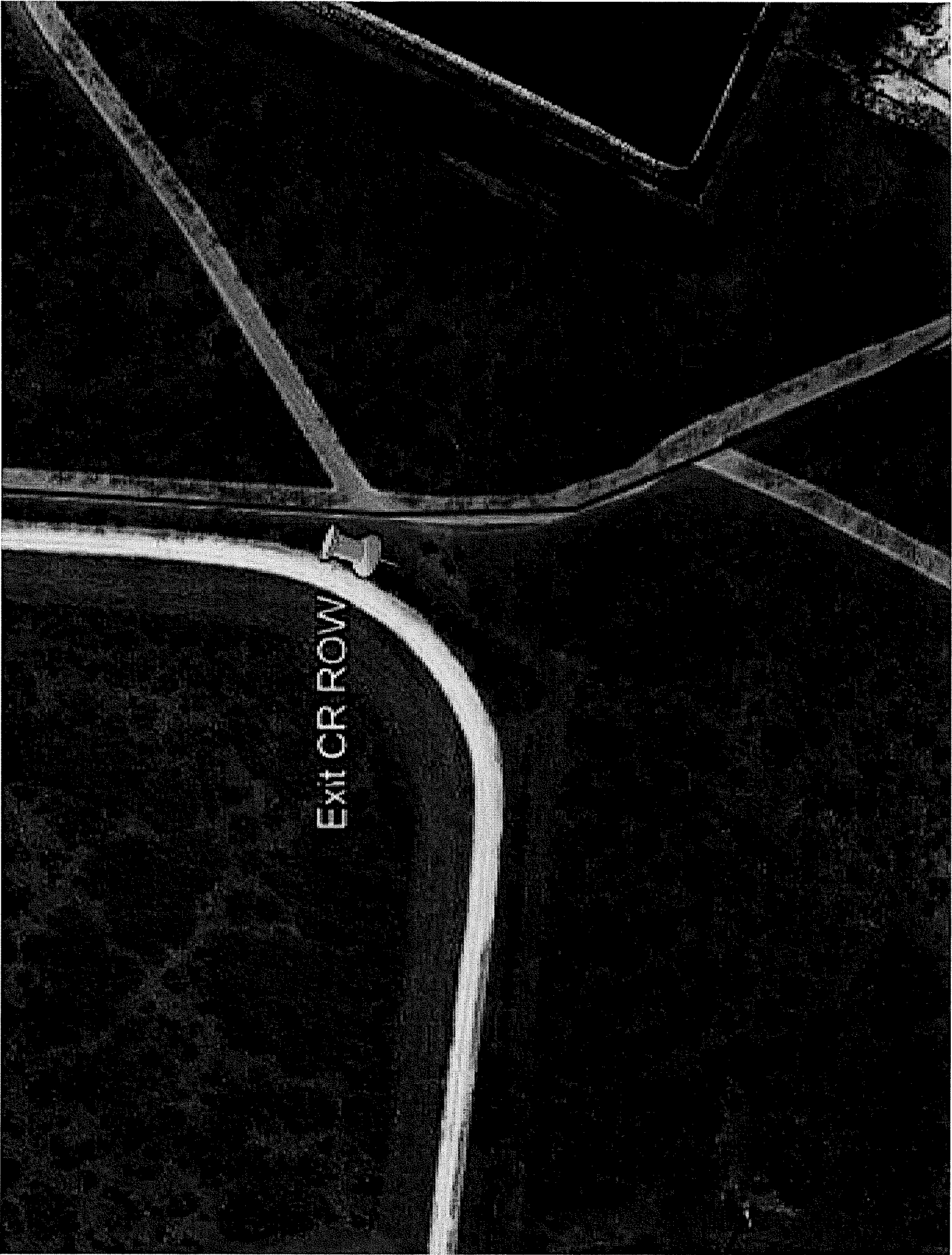
- No-leak product significantly reduces water loss
- High-pressure rating allows for faster fluid delivery
- Increase overall cost-efficiency
- Highly resistant to hydrolysis, ozone, hydrocarbons and other chemicals.

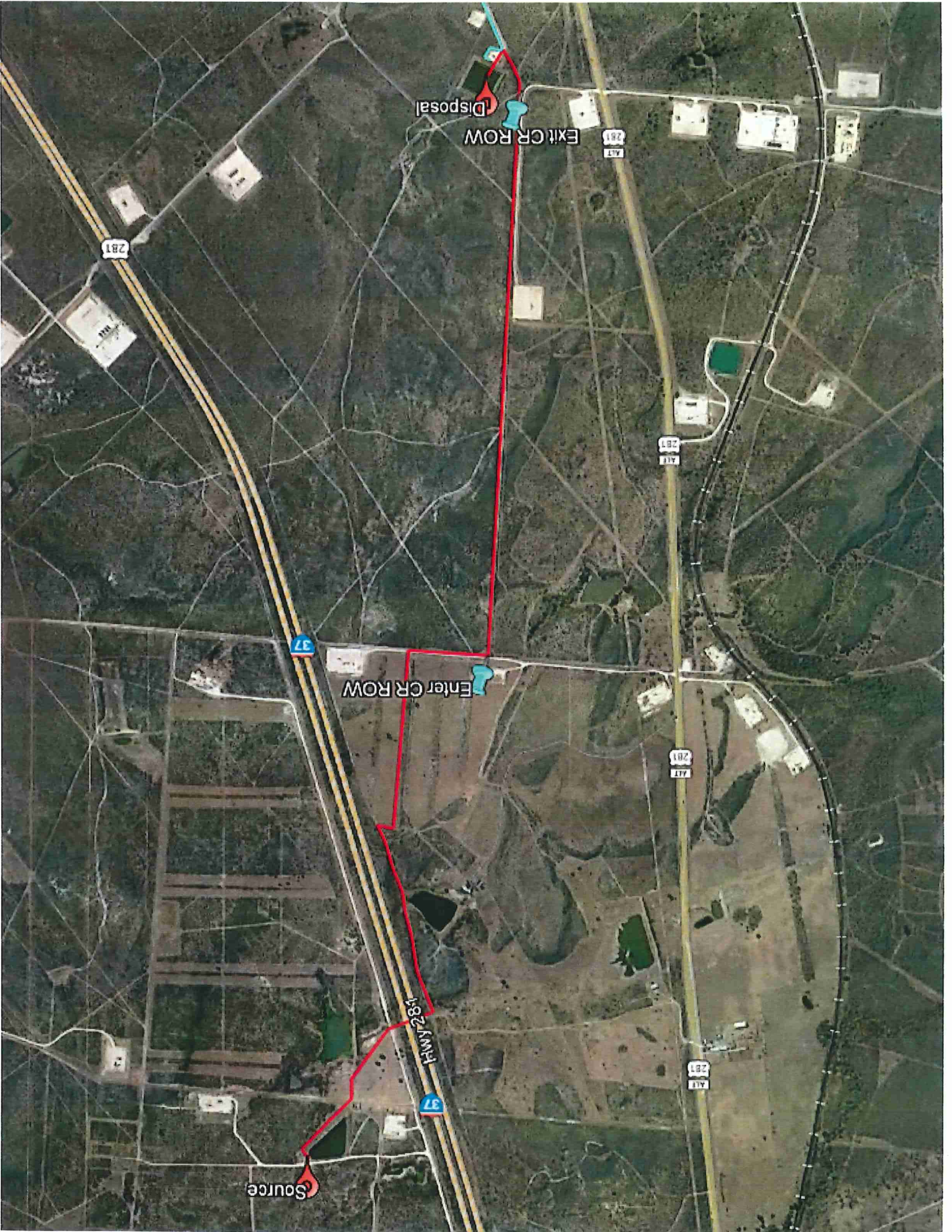
### **Specs**

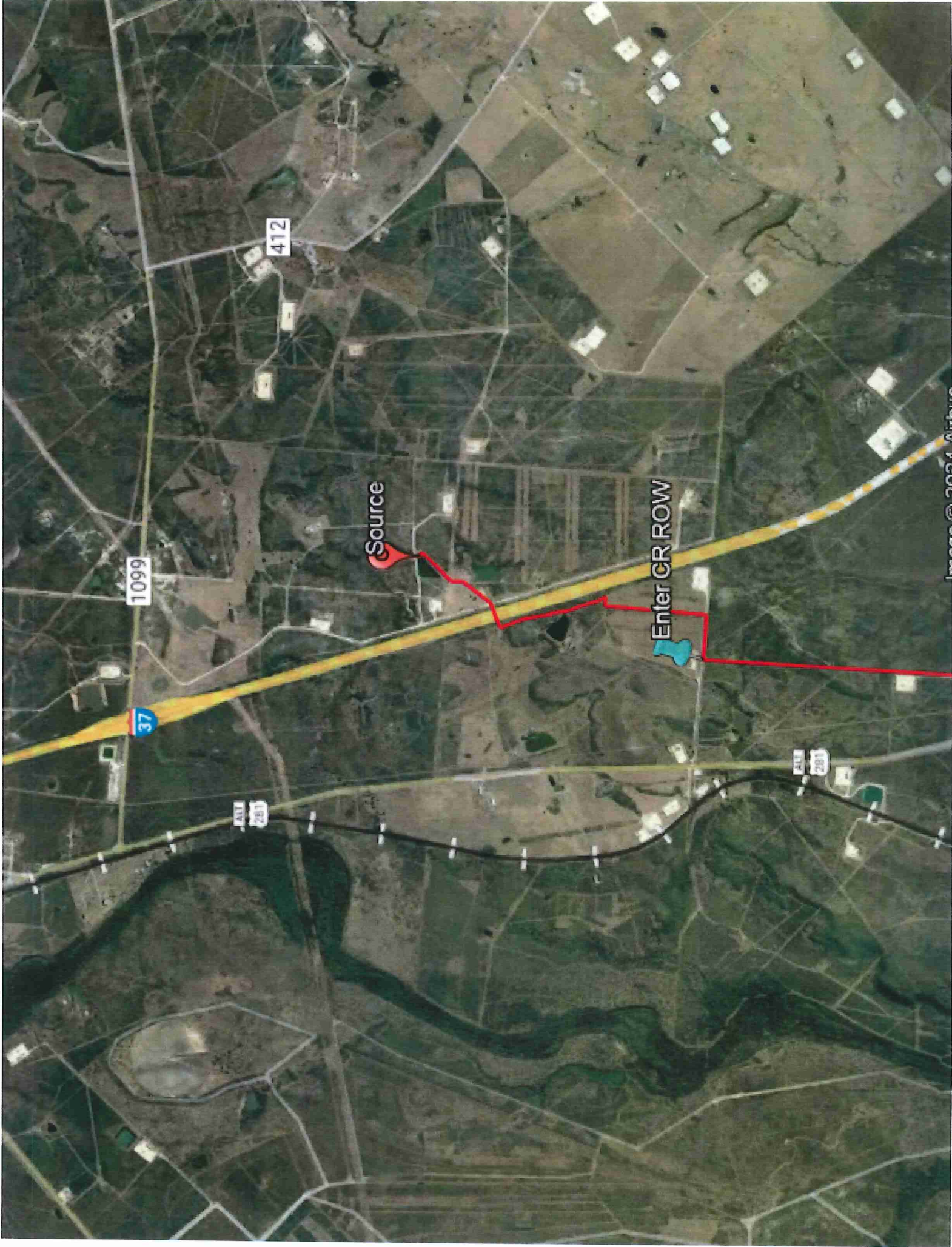
Inside Diameter	Weight (lbs/ft)	Overall Wall Thickness	Cover Thickness	Working Pressure	Burst Pressure	S.F.
8"	2.04	0.17"	0.5"	200 PSI	600 PSI	3
10"	2.55	0.17"	0.5"	200 PSI	450 PSI	2.25/1
12"	3.15	0.18"	0.5"	200 PSI	450 PSI	2.25/1



Exit CR ROW







1099

412

Source

Enter CR ROW

37

241  
281

241  
281

Image © 2004 Airbyte