

# PIPE LINE LICENSE AT REAR OF BATCH

THIS INSTRUMENT, executed in duplicate,

August 29

19 58, Witnesseth:

The undersigned Carrier hereby grants, but on solely the herein expressed terms and conditions, and the undersigned Licensee ( **a municipal corporation** ), to be addressed at **Angleton, Texas** (show whether an individual, co-partners, or corporation and state wherein incorporated)

, hereby accepts, permission to install, keep and use, for conveying the Licensee's own **two** certain **proposed** continuous lines of **concrete** and cast iron pipe s **24" & 8"** in diameter, and appurtenances, including **sewage** herein called Pipe Line, on the Carrier's property, herein called Premises. Pipe Line will be used to convey sewage.

right of way (track or right of way) **be located on** Pipe Line shall ~~intersect~~ **be located on** Carrier's existing ~~of Station~~ **in** **Brazoria County**, **Texas**, at **near Angleton** (county or parish) (state) (place)

Approximate location of Pipe Line is indicated by **yellow** lines ~~on Exhibit attached hereto as part hereof.~~ **on carrier's Kingsville Division drawing dated May 26, 1958, File No. 4811-323, marked Exhibit "A", attached hereto as part hereof.**

1. Licensee shall furnish or do at Licensee's own cost and responsibility any and all things and when and as from time to time required to accomplish whatsoever the Licensee attempts or is bound to do at any time hereunder. Licensee shall adjust Pipe Line to any physical change as made at any time in any of Carrier's property: at all times keeping upper surface of Pipe Line at least four and one-half feet below bottom of rail thereover. Licensee shall cause Pipe Line, before being used for anything inflammable, to conform substantially to Exhibit B attached hereto as part hereof. Said things, including the time and manner of doing any work, each shall conform to the requirements of Carrier as well as of any State, Federal or Municipal authority. Carrier may acting for Licensee furnish or do, and Licensee shall pay and bear the cost of, anything which, herein required of Licensee at any time, either shall not be furnished or done within ten days following Carrier's written request therefor or shall be undertaken by Carrier at Licensee's request; and Licensee on request shall in advance deposit with Carrier the estimated cost thereof. If deposit be less than actual cost, Licensee shall pay difference; if more, Carrier shall repay difference. ~~Licensee when returning this license (signed) shall pay to Carrier ten dollars for preparing it.~~ Any other payment shall be made within twenty days following receipt of bill. Licensee shall pay cost to Carrier for all labor, including wages of foremen, plus 10% to cover accounting and supervision, Carrier's cost price of all materials f. o. b. Carrier's rails, plus 10% to cover handling and accounting, plus freight at tariff to point of use, and excise taxes applicable to said labor and materials. Carrier may connect with and discharge sewage into Pipe Line while serving as sewer.

**Licensee shall pay annually, in advance, and carrier shall accept \$25.00 per annum for use by Licensee of premises pursuant hereto.**

2. Licensee agrees to (a) indemnify and save harmless the Carrier from and against all claims, suits, damages, costs (including attorney's fees), losses and expenses, in any manner resulting from or arising out of the laying, maintenance, renewal, repair, use or existence of Pipe Line, including the breaking of the same or any leakage therefrom, and (b) assume all risk of loss or damage to Pipe

3. Term hereof shall begin on June 3, 1958, and continue thereafter so long as Pipe Line shall be required and used by Licensee; provided, however, the term hereof shall be concluded upon the removal of Pipe Line at any time by Licensee. In the event of removal of Pipe Line at any time by Licensee, Licensee shall restore Premises to a condition satisfactory to Carrier. Covenants herein shall inure to or bind each party's legal representatives, successors and assigns; provided; no right of Licensee shall be transferred or assigned, either voluntarily, or involuntarily, except by express agreement acceptable to Carrier. Carrier or Licensee may waive any default at any time of the other without affecting, or impairing any right arising from, any subsequent default.

WITNESSES:

*R. C. League*  
*Z. K. Ratta*

49114

*P. A. Gregory*  
By **Vice President - Operation**  
As Carrier, first party herein

ATTEST:

By *Paul H. Hirsch*  
(AFFIX SEAL) SECRETARY

CITY OF ANGIETON

WITNESSES:

By *M. E. Langford*  
Mayor (Seal)

As Licensee, second party herein.

BE IT RESOLVED, by the City Council of the City  
of **Angleton, Texas** that  
said City's mayor be and he is hereby duly authorized and fully  
empowered to enter into and execute for and in the name of the City  
one certain written agreement dated **August 29, 1958**, between  
said City and MISSOURI PACIFIC RAILROAD COMPANY, respecting the  
grant by said Railroad Company and acceptance by the City of  
permission to install, keep and use **City's own two certain proposed**  
**continuous lines of concrete and cast iron pipes 24" & 8" in**  
**diameter, for conveying sewage,**  
  
on said Railroad Company's premises in said City, true copy of said  
agreement being attached hereto as part hereof.

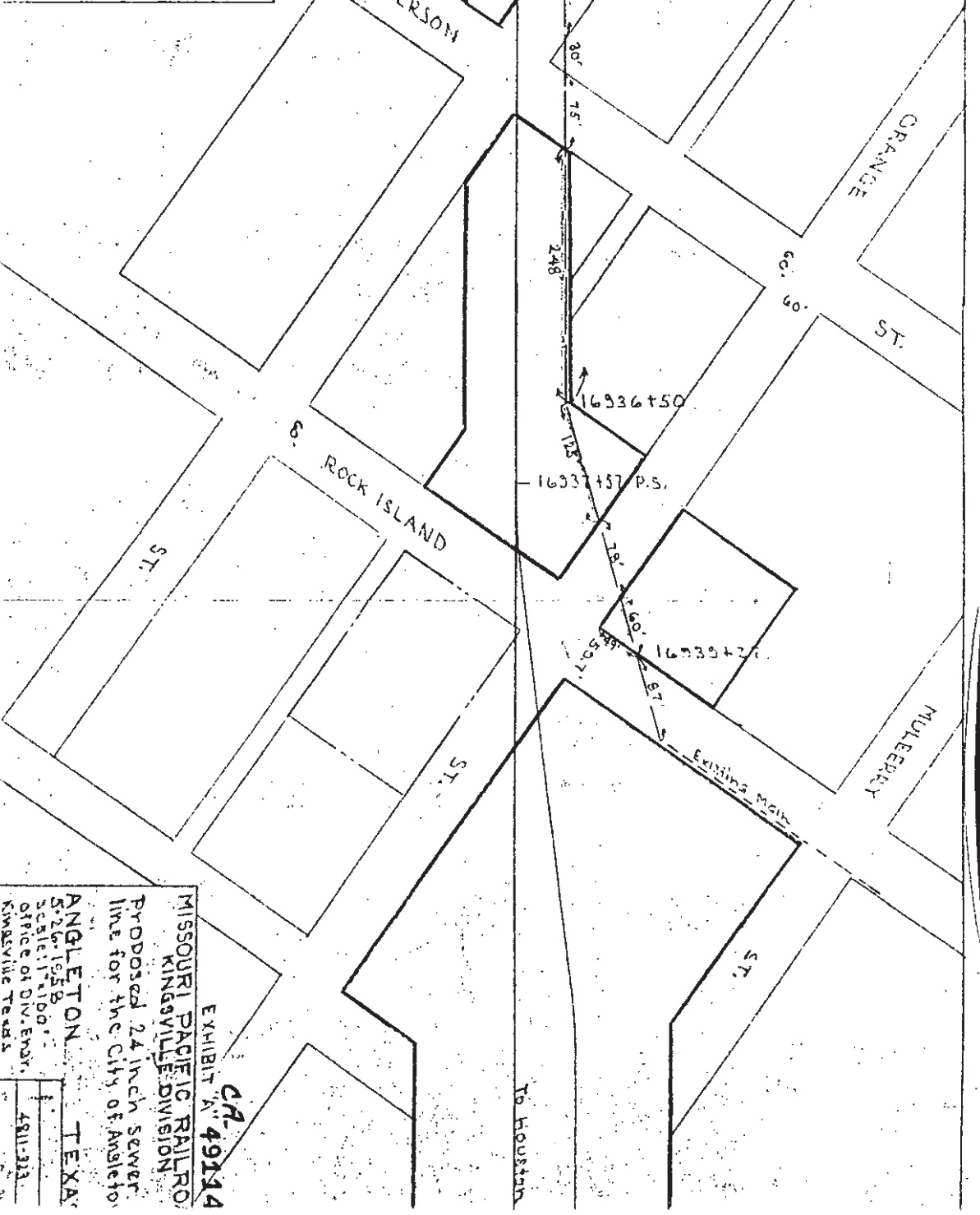
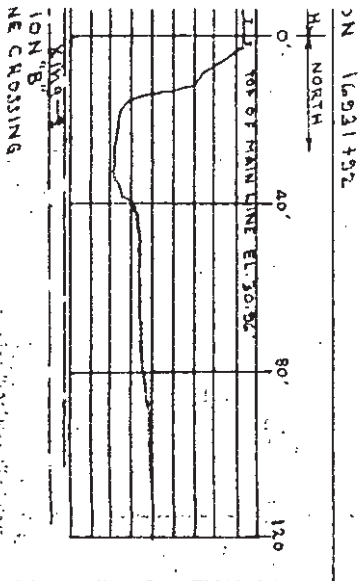
- 0 -

I, *Neal Grunke*, as Clerk of the City  
of **Angleton, Texas**, do hereby certify that the above and  
foregoing is a true copy of the Resolution duly passed, approved and  
adopted as by law prescribed, by and on behalf of said City by the City  
Council on *Sept 19*, 195*8*

49114

*Neal Grunke*  
City Clerk

Affix Seal



ORIGINAL STORED IN ENVELOPE  
AT REAR OF BATCH

MISSOURI PACIFIC RAILROAD  
KINGSVILLE DIVISION  
PROPOSED 24 INCH SEWER  
LINE FOR THE CITY OF ANGLETON  
ANGLETON TEXAS  
5-26-1958  
SCALE 1"=100'  
OFFICE OF DIV. ENGR.  
KINGSVILLE TEXAS  
EXHIBIT "A" 49114  
CA 49114

ORIGINAL STORED IN ENVELOPE  
AT REAR OF BATCH

VELASCO (HWY. 288) ST.

CHENANGO

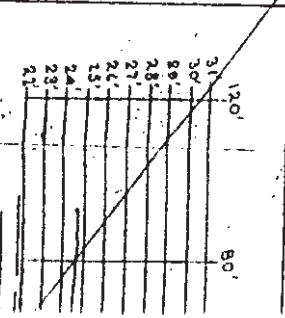
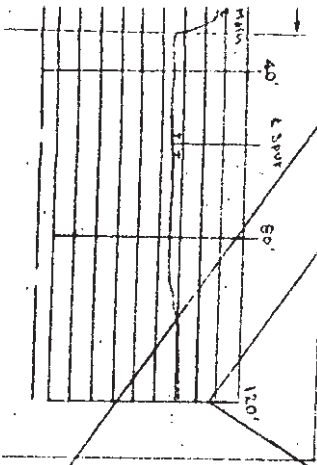
ST.

ARCOLA

ST.

2915'

24" CONC. SEWER 11'



ORIGINAL STORED IN ENVELOPE  
AT REAR OF BATCH

