

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AGREEMENT FOR ACCESS AND USE

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

§

§

THAT the undersigned, **GRANTOR** (hereinafter referred to as "GRANTOR"), whose address is c/o Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027 (hereinafter referred to as "GRANTOR", whether one or more), does hereby grant unto the said, **COUNTY OF FORT BEND, TEXAS** (hereinafter referred to as "GRANTEE"), whose address is 301 Jackson Street, Richmond, Texas 77469, a temporary right to access the property identified as Easement No. 1 and Easement No. 2 situated in Fort Bend County, Texas, as further described and depicted on **Exhibit "A"** attached hereto and made a part hereof (collectively, "Grantor's Land") for the Purposes (as defined below) to be performed by Grantee on, over, across, through and under Grantor's Land.

TO HAVE AND TO HOLD said rights and privileges unto Grantee, its successors and assigns, for Grantee's performance of clearing and grubbing operations and construction (the "Purposes") on Grantor's Land in anticipation of the construction of the Grantee's expansion of Sugar Land Howell Road (the "Project") pursuant to the plans attached hereto and incorporated herein as **Exhibit "B"**, subject to the following conditions:

1. The Term for this agreement shall be for the period of six (6) months from the date of execution of this instrument by the parties hereto or upon Grantee's completion of the Project, whichever is later.
2. At all times immediately after performing any work on Grantor's Land for the Purposes set forth herein, Grantee at its sole cost and expense, shall restore the surface of Grantor's Land (and any applicable portion of the Existing Fence, as provided below) to substantially the condition that existed prior to the undertaking of such work.
3. Grantor expressly reserves the right to the use and enjoyment of Grantor's Land for any and all purposes, and in no event shall Grantee's use of Grantor's Land for the Purposes set forth herein interfere with Grantor's use of Grantor's Land, including without limitation, Grantor's access to and from Grantor's wastewater treatment facility ("Grantor's Facilities").
4. Grantee hereby acknowledges that the existing intruder resistant fence (the "Existing Fence") around Grantor's Facilities is required by the Texas Commission on Environmental Quality ("TCEQ") and Grantor. In the event that Grantee's construction of the Project requires the temporary removal of a portion of the Existing Fence, Grantee shall provide written notice of same to Grantor and any such removal by Grantee shall be subject to Grantor's prior written approval. If such removal is approved by Grantor, Grantee shall be required to install and maintain temporary fencing (equal in height to the Existing Fence), at its sole cost and expense, within the removed portion of the Existing Fence at all times during the construction of the Project. Upon completion of the Project, Grantee shall be required to replace any such

temporary fencing with permanent commercial fencing (similar in height, materials and quality to the Existing Fence), at its sole cost and expense, and restore the removed portion of the Existing Fence to substantially the condition that existed prior to the undertaking of such removal.

5. It is understood and agreed that this grant is not a conveyance of the lands described herein or of any interest in the oil, gas and other minerals in, on or under said lands, but is a grant solely of the right to access Grantor's Land for the Purposes set forth herein. This grant is made subject to all applicable laws, ordinances, easements, leases, restriction, reservations or covenants, either of record or evidenced by improvements upon the ground and to the extent same are in force.
6. It is agreed that this Agreement covers all agreements between the parties and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms of this Agreement. It is understood and agreed that this Agreement, during its term, and all rights, privileges, and obligations created herein shall run with the land and shall inure to the benefit of and be binding upon the legal representatives, heirs, executors, administrators, successors, and assigns of the parties hereto.
7. This instrument may be signed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute on instrument.

[Signature pages follow this page.]

EXECUTED this 16th day of February, 2018.

GRANTOR:

RENN ROAD MUNICIPAL UTILITY DISTRICT OF HARRIS AND FORT BEND COUNTIES, TEXAS, a political subdivision of the State of Texas

By: [Signature]
Name: Russell G. Cook
Title: President

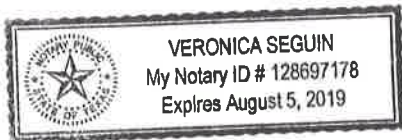
ATTEST:

By: [Signature]
Name: Mano Peralta
Title: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me on the 16th day of February, 2018, by Russell G. Cook, the President, and Mano Peralta, the Secretary of the Board of Directors of RENN ROAD MUNICIPAL UTILITY DISTRICT OF HARRIS AND FORT BEND COUNTIES, TEXAS, a political subdivision of the State of Texas, on behalf of said political subdivision.

(NOTARY SEAL)



[Signature]
Notary Public, State of Texas

EXECUTED by Grantee on the date set forth in the acknowledgment below, but AGREED to, ACCEPTED, and EFFECTIVE as of the date executed by Grantor.

GRANTEE:

COUNTY OF FORT BEND, TEXAS

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____§

This instrument was acknowledged before me this ___ day of _____, 2018, by _____ of the COUNTY OF FORT BEND, TEXAS, a body corporate and politic under the laws of the State of Texas, on behalf of said body corporate and politic.

(NOTARY SEAL)

Notary Public, State of Texas

Attachments:

- Exhibit A** – Description and Depiction of Grantor’s Land (Easement No. 1 and Easement No. 2)
- Exhibit B** – Plans

After recording, please return to:

Jeanette Harris
Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

Exhibit A
Description and Depiction of Grantor's Land
(Easement No. 1 and Easement No. 2)

Two temporary construction easements located in the H. K. Stafford Survey, A-635, Fort Bend County, Texas as described below:

Easement No. 1 – COMMENCING at the northwest corner of the Renn Road Municipal Utility District wastewater treatment plant site, being the northwest corner of that certain 9.6769 acre tract described in a deed recorded at Volume 863, Page 418 of the Official Public Records of Fort Bend County;

THENCE in a southerly direction along the east right-of-way line of Sugarland-Howell Road 122 feet to the POINT OF BEGINNING of this 7-foot wide easement, which is adjacent to and wholly east of said east right-of-way line;

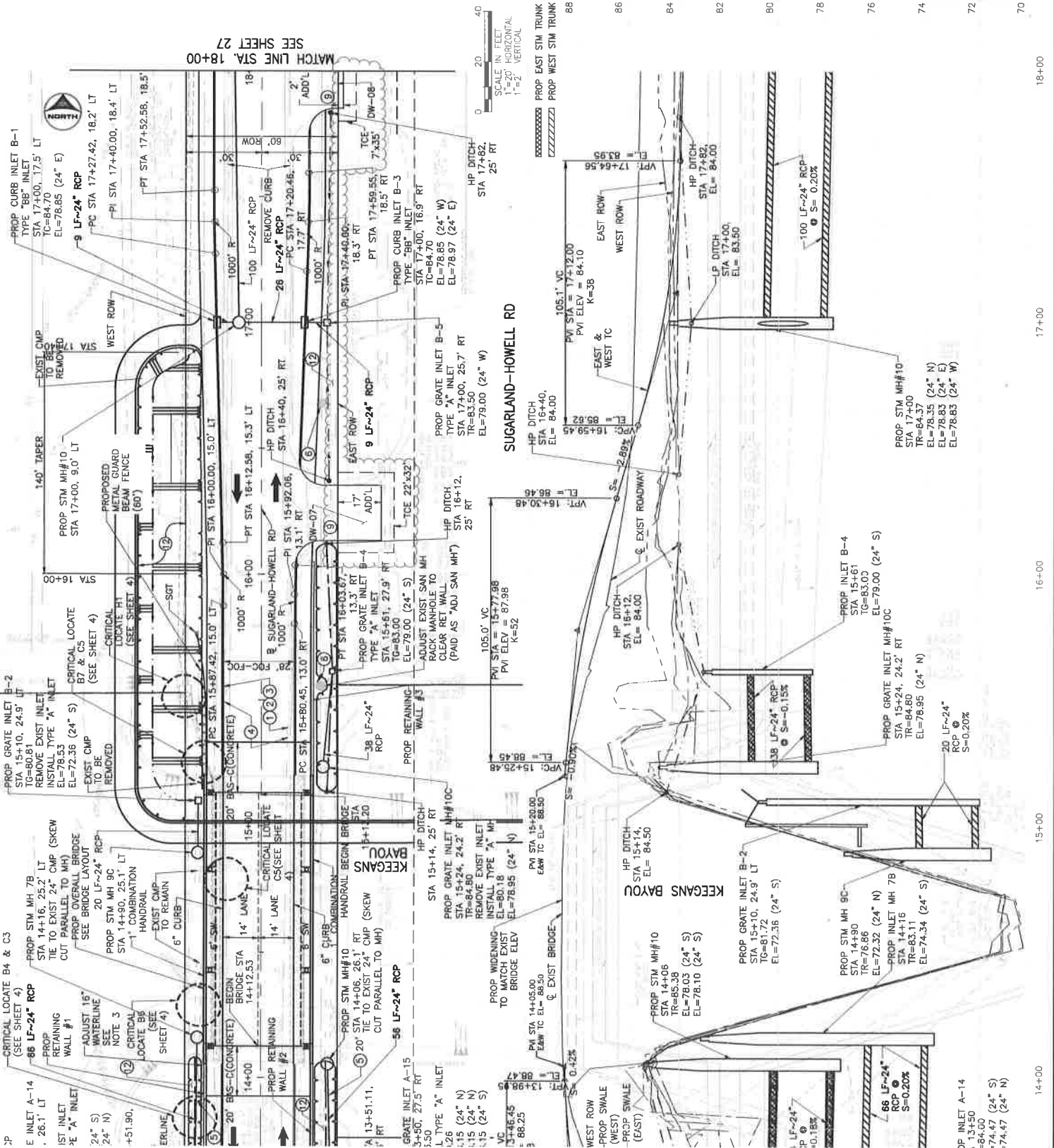
THENCE continuing in a southerly direction along the east right-of-way line of Sugarland-Howell Road 35 feet to the ENDING POINT of this 7-foot wide easement.

Easement No. 2 – COMMENCING at the aforementioned northwest corner;

THENCE in a southerly direction along the east right-of-way line of Sugarland-Howell Road 295 feet to the POINT OF BEGINNING of this 22-foot wide easement, which is adjacent to and wholly east of said east right-of-way line;

THENCE continuing in a southerly direction along the east right-of-way line of Sugarland-Howell Road 32 feet to the ENDING POINT of this 22-foot wide easement.

- NOTES:**
- ALL PC, PL AND PT STATIONS AND OFFSETS ARE TO FACE OF CURB.
 - ALL CURB INLET STATIONS AND OFFSETS ARE TO FACE OF CURB.
- BUBBLE NOTES LEGEND:**
- PROP 8" JOINTED REINF CONC PMT.
 - PROP 8" LIME STABILIZED SUBGRADE.
 - PROP 6" CONC CURB.
 - REMOVE EXIST ASPHALT PAVEMENT.
 - REMOVE EXIST STORM RCP/OMP.
 - ADJUST TO GRADE EXIST SAN SHR MH.
 - ADJUST TO GRADE EXIST STM SWR MH.
 - PEDESTRIAN TYPE 7 WHEELCHAIR CURB RAMP (SEE SHEET 31 FOR DETAIL)
 - SAW CUT OR MATCH EXISTING EDGE OF DRIVEWAY AND/OR SIDEWALK, REMOVE AND DISPOSE OF EXISTING PAVEMENT, REPLACE RESIDENTIAL DRIVEWAYS.
 - PROPOSED SIDEWALK = 4"
 - PROPOSED DRIVEWAY = 7" (FAST TRACK)
 - REMOVE EXISTING INLET.
 - ADJUST WATER VALVE.
 - HYDROMULCH SEEDING
- DW-XX = DRIVEWAY NUMBER
- LEGEND:**
- PLAN**
- ROW
 - PROPOSED CURB
 - EXISTING DITCH
 - EXISTING GAS LINE
 - EXISTING TELEPHONE
 - OVERHEAD ELECTRIC LINE
 - EXIST V/C
 - EXIST 1/2"
- PROFILE**
- EXISTING ROADWAY
 - WEST ROW
 - EAST ROW
 - WEST DITCH FL
 - EAST DITCH FL
 - EXIST V/C
- NOTE:** GENERAL CONSTRUCTION NOTES FOR ADDITIONAL INFORMATION.
- NOTE:** UTILITIES ARE SHOWN IN AN APPROXIMATE LOCATION ONLY. UTILITIES ARE TO BE LOCATED PRIOR TO COMMENCING WORK.



FORT BEND COUNTY - ENGINEERING DEPARTMENT
 SUGARLAND-HOWELL ROAD
 PLAN & PROFILE STA.
 13+40 TO 18+00

SHEET 4 OF 8

DATE: FEB 2016
 REV: 1

JOB NO: 65140001
 CHECKED BY: J.O.

DATE: FEB 2016
 REV: 1

SHEET NUMBER: 26 OF 130

NOTES:
 1. ALL PC, PI, AND PT STATIONS AND OFFSETS ARE TO FACE OF CURB.
 2. ALL CURB INLET STATIONS AND OFFSETS ARE TO FACE OF CURB.

BUBBLE NOTES LEGEND:

- ① PROP 8" JOINTED REINFC CONC PMWT.
- ② PROP 8" LIME STABILIZED SUBGRADE
- ③ PROP 6" CONC CURB.
- ④ REMOVE EXIST ASPHALT PAVEMENT.
- ⑤ REMOVE EXIST STORM RCP/CMP.
- ⑥ ADJUST TO GRADE EXIST SAN SWR MH.
- ⑦ ADJUST TO GRADE EXIST STM SWR MH.
- ⑧ PEDESTRIAN TYPE 7 WHEELCHAIR CURB RAMP (SEE SHEET 31 FOR DETAIL)
- ⑨ SAWCUT OR MATCH EXISTING EDGE OF DRIVEWAY AND/OR SIDEWALK, REMOVE AND DISPOSE OF EXISTING PAVEMENT, REPLACE RESIDENTIAL DRIVEWAYS, PROPOSED SIDEWALK = 4'
- ⑩ REMOVE EXISTING INLET.
- ⑪ ADJUST WATER VALVE.
- ⑫ HYDROMULCH SEEDING

DW-XX = DRIVEWAY NUMBER

LEGEND:

—	FLAIL
—	ROW
—	PROPOSED CURB
—	EXISTING DITCH
—	EXISTING GAS LINE
—	EXISTING TELEPHONE
—	OVERHEAD ELECTRIC LINE
—	AT&T FIBER OPTIC CABLE
—	ESD/BEL
—	EXISTING ROADWAY
—	WEST ROW
—	EAST ROW
—	WEST DITCH FL
—	EAST DITCH FL
—	WEST 1/2 C
—	EAST 1/2 C

NOTE:
 SEE GENERAL CONSTRUCTION NOTES FOR ADDITIONAL INFORMATION.

NOTE:
 NOTES ARE SHOWN IN AN APPROXIMATE LOCATION ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION PRIOR TO COMMENCING WORK.

PREPARED BY:
HRGreen
 1100 W. WOODRIDGE
 TROY, MI 48068
 TEL: 313-385-8900
 FAX: 313-385-8910
 WWW.HRGREEN.COM

FORT BEND COUNTY - ENGINEERING DEPARTMENT
 SUGARLAND-HOWELL ROAD
 PLAN & PROFILE STA. 18+00 TO 21+50

SHEET 5 OF 8
 DRAWN BY: J.O.
 CHECKED BY: J.O.
 JOB NO.: 185140001
 FILE: 185140001

DATE: FEB 2016
 REV:

SHEET NUMBER
 27 OF 130



84	—
82	—
80	—

76
74
72
70
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66
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62

WIRE CENTER: ALUF-281498
 PLR NO.: 240-285-61
 240-258-62

MATCH LINE STA. 21+50
 SEE SHEET 28

