

FORT BEND COUNTY FRESH WATER SUPPLY DISTRICT NO. 1
1980 Post Oak Boulevard, Suite 1380
Houston, Texas 77056
(713) 850-9000

March 15, 2018

Mr. Dwayne Grigar
Fort Bend County Commissioner Precinct 1 Office
301 Jackson Street, Suite 300
Richmond, Texas 77469

Re: Letter Agreement – Mustang Community Center Ball Park Septic System

Ladies and Gentlemen:

This letter is intended to document the agreement between Fort Bend County Fresh Water Supply District No. 1, a political subdivision of the State of Texas (the “District”), and Fort Bend County, a body corporate and politic (the “County”), regarding the existing septic system that serves the restrooms connected to the ball fields at the Mustang Community Center (“MCC”), as depicted on Exhibit “A”, attached hereto (the “Septic System”), and is entered into .

Background

1. The MCC resides within the boundaries of the District, and is connected to the District’s water system (the “Water System”).
2. Pursuant to the terms of that certain Interlocal Agreement Extension of Utilities (the “Utility Agreement”), the County agreed to connect the MCC to the District’s sanitary sewer system (the “Sewer System”) (the Water System and the Sewer System referred to collectively herein as the “District System”).
3. Construction is or will soon be underway to connect the MCC to the Sewer System (the “Project”).
4. It is the District’s policy that once a property or structure within its boundaries is fully connected to the District system, all private water and sewer facilities shall be decommissioned or otherwise removed and abandoned (the “Policy”).
5. The County understands and acknowledges the Policy, and does further hereby acknowledge that (a) after completion of the Project, the MCC will be fully connected to the District System; and (b) according to the Policy, the Septic System must be decommissioned, abandoned and removed.
6. The County stipulates that the Septic System is relatively new, fully permitted and functions within standard operable tolerances. As such, the County desires to retain the Septic System for the sole and express purpose of serving the ball fields.
7. The District is agreeable to the County’s request, and will allow the Septic System to remain in place to serve the ball fields under the following express conditions:

Agreement

1. The County will deliver to the District, or its representatives, a copy of the permit for operation of the Septic System.
2. In the event the Septic System needs maintenance, or ceases to function within operable tolerances, the County shall not repair, rehabilitate or replace the Septic System. The County shall immediately contact the District or its representatives, and commence with (a) constructing a sanitary sewer line and connection to the Sewer System; and (b) removing and/or decommissioning the Septic System.

The District looks forward to working with the County on this matter. Please evidence your agreement to the above terms and conditions by executing this Letter Agreement in the spaces provided below.

Respectfully,

FORT BEND COUNTY FRESH WATER
SUPPLY DISTRICT NO. 1

By: Greg Fleck
Name: [Signature]
Title: VP

AGREED TO AND ACCEPTED THIS ____ DAY OF _____, 2018.

FORT BEND COUNTY

By: _____
Name: _____
Title: _____