

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 151

c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

July 18, 2018

Fort Bend County, Texas
301 Jackson Street
Richmond, Texas 77469

Re: Grading and Fill Operations in connection with the Widening of
Crossover Road - No Objection to Entry

Dear Fort Bend County, Texas:

The Board of Directors of Fort Bend County Municipal Utility District No. 151 (the "District") has reviewed the request by the County of Fort Bend, Texas (the "County") for the District's permission to allow the County and its employees and contractors to enter upon certain Property (defined below) owned by the District for the sole purpose of performing certain grading and fill operations within the existing concrete area and small swale that outfalls to the existing roadside ditch (collectively, the "Grading and Fill Work") following the County's completion of the widening of Crossover Road (the "Project"). The areas within the District's Property that the County is requesting entry upon and use of for the foregoing purpose are described and depicted on Exhibit A attached hereto (the "Entry Areas"). The Entry Areas are located within the southern portion of Restricted Reserve "A" of Firethorne Sec. 26, a subdivision in Fort Bend County, Texas, according to the map or plat hereof, recorded under Clerk's File No. 20130034 of the Plat Records of Fort Bend County, Texas (the "Property"). All Entry Areas shall be located where the existing right-of-way known as Crossover Road meets the Property (on the south side of the existing detention pond), as depicted on Exhibit A attached hereto.

The District has no objection to the County and its employees and contractors entering upon and using the Entry Areas for the Grading and Fill Work, and only for such purpose, but such entry and use shall be at all times subject to the following terms and conditions:

1. The County and its employees and contractors shall not enter upon or use any portion of the District's Property other than the Entry Areas.

2. The Grading and Fill Work shall be performed by the County at its sole cost and expense.
3. At all times while this letter is in effect, the County shall:
 - a. comply with all applicable laws and regulations related to its operations for the Grading and Fill Work that are conducted upon the Entry Areas;
 - b. repair any damage to any portion of the District's Property (including the Entry Areas) resulting from the County's activities; and
 - c. require its general contractor to maintain the following insurance coverages:
 - i. Commercial general liability with limits of at least \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 completed operations;
 - ii. Auto liability with at least \$1,000,000 combined single limit per occurrence and aggregate;
 - iii. Worker's compensation with at least the minimum limits of the State of Texas; and
 - iv. Employer's liability with limits of at least \$100,000 each accident for bodily injury.
4. The County's and its employees' and contractors' entry upon and use of the Entry Areas for the Grading and Fill Work described in this letter are non-exclusive. The District shall continue to have the right to the full use and enjoyment of the Entry Areas, including, without limitation, the right to grant to other parties any rights of entry, licenses, or easements, for any purpose, upon all or any portion of the Entry Areas.
5. The District shall also have the reasonable right to relocate or realign the Entry Areas, in whole or in part, at the County's cost and expense.
6. This letter and the entry upon and use of the Entry Areas by the County and its employees and contractors shall automatically terminate ninety (90) days after the County accepts the completed Project. Within such 90-day period, the County shall notify the District of such acceptance by the County so that

the District is made aware of the pending termination of this letter and the entry rights granted hereunder.

Please indicate the County's agreement to and acceptance of the terms and conditions set forth in this letter by executing a counterpart of this letter where indicated below and returning it to the District.

Sincerely,



President, Board of Directors

THIS LETTER IS AGREED TO AND ACCEPTED
this ___ day of _____, 2018, by the County
of Fort Bend, Texas.

By: _____
Robert E. Hebert, County Judge

Attachment:
Exhibit A - Description and Depiction of the Entry Areas

Exhibit A
Description and Depiction of the Entry Areas

