

DEPARTMENT OF THE ARMY LICENSE
BUFFALO BAYOU AND TRIBUTARIES PROJECT
BARKER DAM
HARRIS COUNTY, TEXAS

THE SECRETARY OF THE ARMY, hereinafter referred to as the Secretary, under authority of his general administrative powers, hereinafter referred to as the Secretary, hereby grants to Fort Bend County, a political sub-division of the State of Texas, principally located at 301 Jackson Street, Richmond, Texas 77469, hereinafter referred to as the grantee, a license for the construction, operation, and maintenance of a concrete monument, with mosaic designs honoring the United States Armed Forces, and an outfall structure over, across, in and upon lands of the United States, as identified in Exhibits A and B, attached hereto and made a part hereof, hereinafter referred to as the premises.

THIS LICENSE is granted subject to the following conditions.

1. TERM

This license is granted for a term of five (5) years, beginning November 1, 2014, and ending October 31, 2019, but revocable at will by the Secretary.

2. CONSIDERATION

The consideration is the operation, maintenance, and repair of the property for the public served.

3. NOTICES

All notices and correspondence to be given pursuant to this license shall be addressed, if to the grantee, to County Judge, Fort Bend County, 301 Jackson Street, Richmond, Texas 77469; and if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, Post Office Box 1229, Galveston, Texas 77553, Physical Address: 2000 Fort Point Road, Galveston, Texas 77550; or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "Real Estate Contracting Officer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include any duly authorized representatives.

5. SUPERVISION BY THE REAL ESTATE CONTRACTING OFFICER

The use and occupation of the premises shall be subject to the general supervision and approval of the Real Estate Contracting Officer, Galveston District hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

6. APPLICABLE LAWS AND REGULATIONS

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITIONAL USE BY GRANTEE

The exercise of the privileges herein granted shall be:

- a. without cost or expense to the United States;
- b. subject to the right of the United States to improve, use or maintain the premises.
- c. subject to other outgrants of the United States on the premises.

d. personal to the grantee, and this license, or any interest therein, may not be transferred or assigned.

8. CONDITION OF PREMISES

The grantee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

9. COST OF UTILITIES

The grantee shall pay the cost, as determined by the officer having immediate supervision over the premises, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the grantee, including the grantee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government

shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the officer having such jurisdiction.

10. PROTECTION OF PROPERTY

The grantee shall keep the premises in good order and in a clean, safe condition by and at the expense of the grantee. The grantee shall be responsible for any damage that may be caused to property of the United States by the activities of the grantee under this license, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

11. INDEMNITY

~~The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the grantee, or for damages to the property or injuries to the person of the grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.~~

12. RESTORATION

On or before the expiration of this license or its termination by the grantee, the grantee shall vacate the premises, remove the property of the grantee, and restore the premises to a condition satisfactory to said officer. If, however, this license is revoked, the grantee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the Real Estate Contracting Officer may designate. In either event, if the grantee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefor, or said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The grantee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this license in restoring the premises.

13. NON-DISCRIMINATION

The grantee shall not discriminate against any person or persons or exclude them from participation in the grantee's operations, programs or activities because of race, color, religion, sex, age, handicap or national origin in the conduct of operations on the premises. The grantee will comply with the Americans with Disabilities Act and attendant Americans with

Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

14. TERMINATION

This license may be terminated by the grantee at any time by giving the Real Estate Contracting Officer at least ten (10) days notice in writing provided that no refund by the United States of any consideration previously paid shall be made and provided further, that in the event that said notice is not given at least ten (10) days prior to the rental due date, the grantee shall be required to pay the consideration for the period shown in the Condition on CONSIDERATION.

15. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this license shall protect the premises against pollution of its air, ground and water. The grantee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this license. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the grantee's activities, the grantee shall be liable to restore the damaged resources.

c. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

16. HISTORIC PRESERVATION

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

17. DISCLAIMER

This license is effective only insofar as the rights of the United States in the premises are concerned; and the grantee shall obtain any permit or license which may be required by Federal, state, or local statute in connection with the use of the premises. It is understood that the

granting of this license does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403), and Section 404 of the Clean Waters Act (33 USC 1344).

18. SPECIAL CONDITIONS

a. The grantee shall notify and coordinate with the U.S. Army Corps of Engineers, Addicks Field Office. The point of contact shall be Mr. Richard Long, Natural Resource Manager, for the Houston Project Office. He may be contacted by telephone at 713-296-9177.

b. Within one week prior to commencing any activity authorized by this License, grantee shall host a meeting at a time and place convenient to the Addicks Field Office in order to assure all parties are well informed as to the extent and limitations of the proposed work. At a minimum, the attendees shall include, but may not be limited to, the following individuals; the grantee's engineer responsible for the project, the grantee's inspector on the job, the contractor's individual responsible for the job, the contractor's job foreman, and a representative of the Addicks Field Office.

c. Grantee shall notify the Addicks Field Office of its intent to stage the construction three business days before grantee accesses the property for this purpose.

d. The construction of the monument will require the placement of materials (gravel, concrete, asphalt, etc.) in Barker Reservoir which will result in a decrease in the storage capacity of the reservoir. To compensate for the reduction in capacity, Fort Bend County shall calculate the volume of the materials being brought into the reservoir and remove a like amount of material (soil) from the reservoir and dispose of it outside of the government property boundaries. The material may be a combination of materials excavated as a result of the construction of the monument, from a stock pile of excess soil on site, or from a site which the grantee may be directed to by the Addicks Field Office. This should be done in conjunction with the construction.

e. All disturbed areas shall have a stand of vegetation established in order to prevent erosion.

f. Within 90 days of project completion, Fort Bend County shall provide the Lake Manager (Richard Long) at the Addicks Field Office, the Land Use Coordinator for Operations Division (Frank Garcia) and the Realty Specialist (Scott Tackett) with as-built drawings of the completed work.

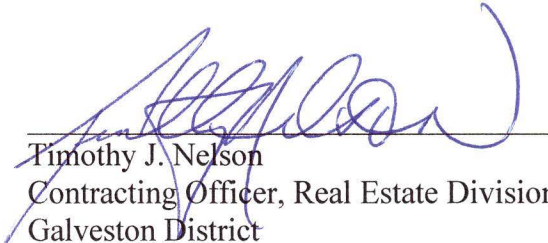
g. All premises restoration must be completed to the satisfaction of the Real Estate Contracting Officer.

h. A Corps of Engineers Regulatory Permit will not be issued for this work.

PRIOR TO the execution of this license Condition 11, INDEMNITY, was deleted.

THIS LICENSE is not subject to Title 10, United States Code, Section 2662, as amended.

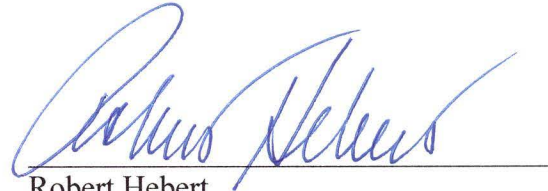
IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this 8th day of December, 2014.



Timothy J. Nelson
Contracting Officer, Real Estate Division
Galveston District
Army Corps of Engineers

THIS LICENSE is also executed by the grantee this 25th day of November, 2014.

FORT BEND COUNTY



Robert Hebert
County Judge

CERTIFICATE

I, Dianne Wilson certify that I am the County Clerk
of **Fort Bend County**, a political sub-division of the State of Texas, named as grantee herein;
and that Honorable Judge Robert Hebert, who signed this license on behalf of the grantee, was
then County Judge for **Fort Bend County**. I further certify that the said officer was acting
within the scope of powers delegated to this officer by the governing body of **Fort Bend County**
in executing said instrument.

11/25/14

Date

Dianne Wilson
DIANNE WILSON
Signature COUNTY CLERK

SEAL

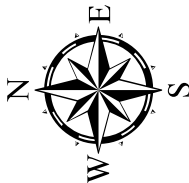


NOTE:

This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the individual signing the attached instrument cannot be the same person.



Source: Esri, DataCube, GeoEye, AeroEye, Leica, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, GeoEye, IGN, AerGRID, Aerial, IGN, IGP, swisstopo, and the GIS User Community



DATUM: NORTH AMERICAN 1983 FEET
PROJECTION: STATE PLANE
ZONE: SOUTH CENTRAL ZONE

Sheets 1 of 1

Buffalo Bayou and Tributaries, Barker Dam
Cinco Ranch Park Freedom Monument Site
Tract BR-27, Fort Bend County, Texas

PREPARED BY:
REAL ESTATE DIVISION
DATE: 14 OCT 2014

The data is only a representation of features on the earth
compiled by computer program from raw data obtained from
different sources and is not necessarily, in whole or in part, based
upon any physical recording, study or survey, professional or
otherwise, of the covered property. This information is not intended
as a substitute for a field survey by a licensed professional or any
other use or application that requires legal or engineering accuracy.



US Army Corps
of Engineers
Galveston District

