

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

**DRAINAGE ACCESS EASEMENT AGREEMENT**  
(Beechnut Street Mobility Bond Project No. 17204)

THIS DRAINAGE ACCESS EASEMENT AGREEMENT (the "Easement Agreement") is made and entered into pursuant to Texas Government Code Chapter 791, by and between Fort Bend County (the "County"), a body corporate and politic under the laws of the State of Texas acting by and through its Commissioners Court, and Fort Bend County Municipal Utility District No. 30 (the "District"), an entity created by an Order of the Texas Water Commission acting by and through its Board of Directors. The County and the District may be referred to herein individually as a "Party" or collectively as the "Parties".

WHEREAS, the County is a local government as defined by the Act with authority to maintain public right of way, and as such is lawfully permitted to enter into an Interlocal Agreement; and

WHEREAS, the District has been created and organized for the purposes, among others, of protecting, preserving, and restoring the purity and sanitary condition of water within the State, and is lawfully permitted to enter an Interlocal Agreement; and

WHEREAS, the County has undertaken the design and intends to construct improvements to Beechnut Street under its Mobility Bond Program (the "Project"); that will require additional outfall sufficient to accommodate storm water discharge for the Project; and

WHEREAS, the District owns a certain tract of land situated near or adjacent to a portion of Bryan Road in the County (the "District's Land"), as depicted in the map or survey attached hereto as Exhibit "A" and incorporated herein for purposes; and

WHEREAS, a portion of the District's Land contains an existing detention basin (the "Pond No. 5") serving District drainage needs and is situated in an ideal location to also serve the drainage needs of the County; and

WHEREAS, the Parties desire to enter into this Easement Agreement to memorialize the terms in which the District will grant access to Pond No. 5 and the right to discharge and provide detention necessary to serve the Project.

NOW, THEREFORE, in consideration of the mutual promises, obligations, and benefits herein set forth, the Parties hereby agree as follows:

1. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into this Agreement

2. Purpose of this Agreement. The purpose of this Agreement is to outline the terms under which the District will grant drainage access and detention to the County.

3. Drainage Access Easement. The District hereby TRANSFERS, BARGAINS, GRANTS, SELLS CONVEYS and ASSIGNS to the County a perpetual non-exclusive easement (the "Drainage Access Easement") in and to Pond No. 5 for the sole purpose of providing necessary drainage for the Project, which drainage shall be discharged into Pond No. 5 at the calculated discharge rate of not more than 29.46 cubic-feet per second with associated detention of 16.5 acre-feet.

4. Maintenance of Pond No. 5. As between the District and the County, the District shall have the sole responsibility for maintaining and repairing Pond No. 5 in a manner that assures that the County's drainage rights granted under this Easement Agreement are not disturbed.

5. Beechnut Storm Sewer serving Beechnut Street, Grand Mission Boulevard to Netco Pipeline. In consideration and exchange, the County shall have the sole responsibility for owning, maintaining, and repairing the storm sewer within Beechnut Street, Phase 2, a description attached hereto as Exhibit "B" and incorporated herein for all purposes ("Storm Sewer").

6. Non-Exclusive Provisions. The District reserves the right to use and enjoy Pond No. 5 and the land upon which same is maintained for any purposes as long as such use and enjoyment does not unreasonably interfere with the rights herein granted to County.

7. Term of Easement. The term of the Drainage Access Easement granted herein shall be perpetual.

8. Title Warranty. TO HAVE AND TO HOLD the Drainage Access Easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto the County, its successors and assigns, forever; and the District does hereby bind the District and the District's successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Drainage Access Easement under the County, and its successors and assigns, against every person, whomsoever lawfully claiming or to claim the same or any part thereof, by through or under the District, but not otherwise, subject to all matters of record and all matters that a true and correct survey would reveal.

9. Default. The Parties have entered into this Easement Agreement in good faith and in the belief that it is mutually advantageous to them. It is with that same spirit of cooperation that County and District pledge to attempt to resolve any dispute amicably without the necessity of litigation, if possible. Notwithstanding the foregoing, in the

event of a default under this Easement Agreement, each Party will be entitled to seek any remedy available to them at law or in equity.

10. Miscellaneous.

(a) Notice. Any notice required to be sent under this Easement Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such Party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the Parties shall be as follows:

If to County, to:

Fort Bend County Engineering  
Attention: County Engineer  
301 Jackson Street  
Richmond, Texas 77469

With a copy to:

Fort Bend County  
Attention: County Judge  
401 Jackson Street  
Richmond, Texas 77469

If to District, to:

Fort Bend County Municipal Utility District No. 30  
Attention: Angie Lutz  
Allen Boone Humphries Robinson LLP  
3200 Southwest Freeway, Suite 2600  
Houston, Texas 77027\_

(b) Assignment. This Easement Agreement is not assignable by the County without the prior written consent of the District.

(c) Binding Effect. This Easement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns, and shall run with the land affected hereby. This Easement Agreement is a covenant running with the District's Land binding on all future owners of the District's Land.

(d) Entire Agreement. This Easement Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

(e) Venue. This Easement Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Fort Bend County, Texas.

(f) Consideration. This Easement Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

(g) Counterparts. This Easement Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

(h) Authority to Execute. The individuals executing this Easement Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Easement Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other Parties or entities required to execute this Easement Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Easement Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

(i) Savings/Severability. In case any one or more of the provisions contained in this Easement Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Easement Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(j) Representations. Each signatory represents this Easement Agreement has been read by the party for which this Easement Agreement is executed and that such party has had an opportunity to confer with its counsel.

(k) Miscellaneous Drafting Provisions. This Easement Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Easement Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Easement Agreement are for the convenience of the parties and are not intended to be used in construing this document.

(l) Sovereign Immunity. The parties agree that County has not waived its sovereign immunity by entering into and performing its obligations under this Easement Agreement.

(m) No Third Party Beneficiaries. Nothing in this Easement Agreement shall be construed to create any right in any third party not a signatory to this Easement

Easement Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Easement Agreement.

(n) Waiver. Waiver by either Party of any breach of this Easement Agreement, or the failure of either party to enforce any of the provisions of this Easement Agreement, at any time, shall not in any way affect, limit or waive such Party's right thereafter to enforce and compel strict compliance.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement and caused this Easement Agreement to be effective on the date executed by County.

FORT BEND COUNTY:

\_\_\_\_\_  
KP George, County Judge

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Laura Richard, County Clerk

Approved:

  
\_\_\_\_\_  
J. Stacy Slawinski, P.E., County Engineer

Approved as to legal form:

\_\_\_\_\_  
Marcus D. Spencer, First Assistant County Attorney

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 30:

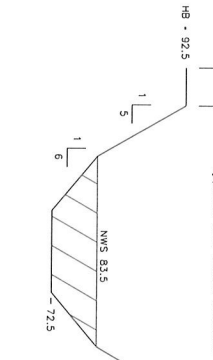
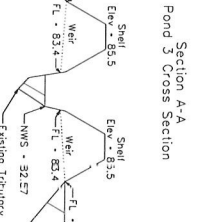
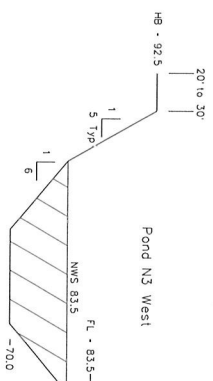
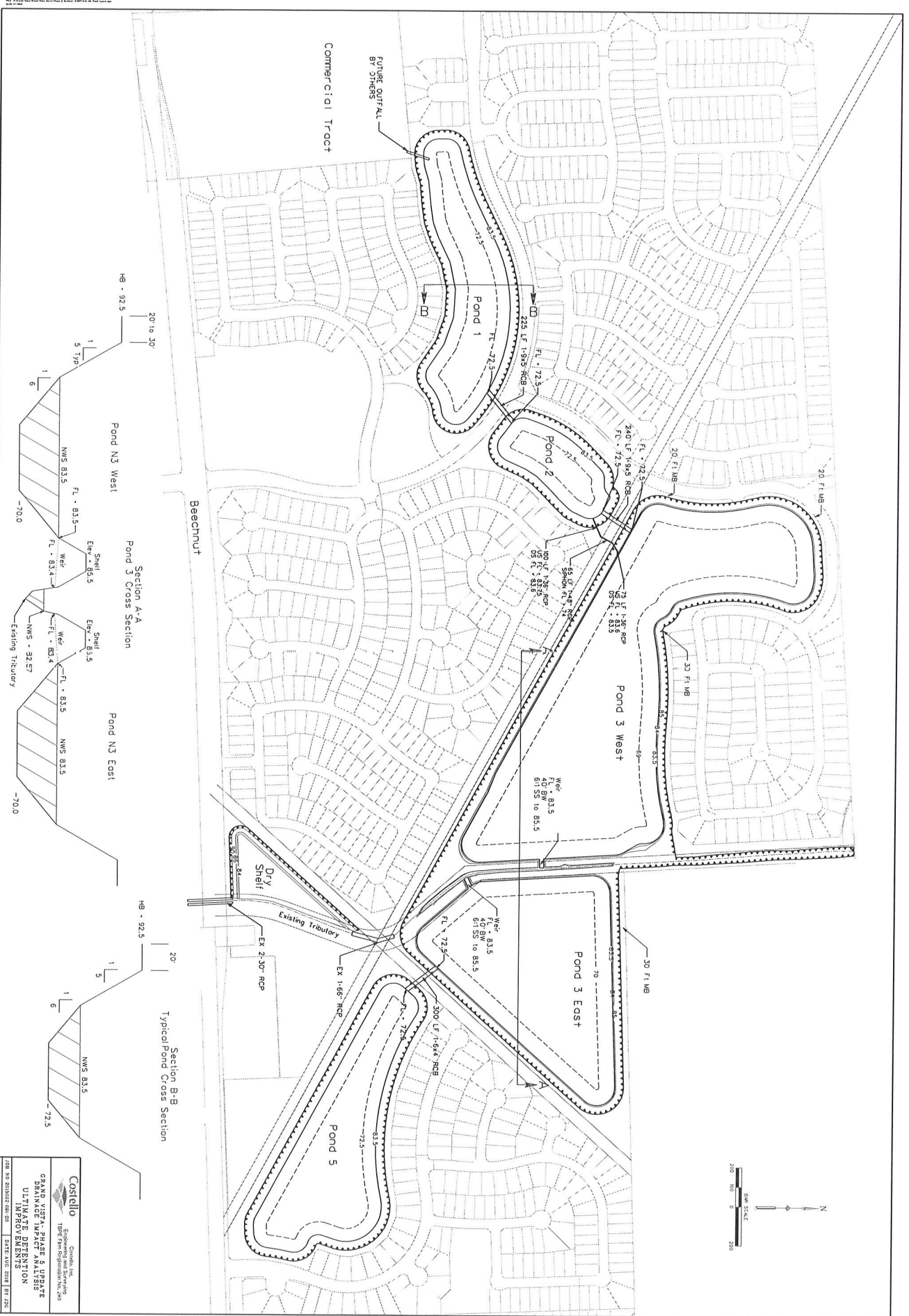
  
\_\_\_\_\_  
Board President

9/22/2020  
Date

Attest:

  
\_\_\_\_\_  
District Secretary

# EXHIBIT A



<b>Costello</b>	
Engineering and Surveying	
1000 North Main Street, Suite 200	
Tulsa, Oklahoma 74103	
PHONE: 918.438.8888	
FAX: 918.438.8889	
WWW: www.costelloeng.com	
PROJECT: GRAND VISTA PHASE 5 UPGRADE	
DRAWING: BRINKAGE IMPACT ANALYSIS	
DATE: 08/20/2013	
DRAWN BY: JLD	
CHECKED BY: JLD	
APPROVED BY: JLD	
SCALE: AS SHOWN	
SHEET: 5 OF 12	

# EXHIBIT B

PROP FBCMUD NO. 30  
DETENTION POND

SEE DETAIL ON  
SHEET 42

PROP MANHOLE MHN5  
TYPE C  
STA 65+55.50  
97' LT  
RIM 92.76  
E 82.41'

PROP 36" RCP  
91 LF  
@ 0.20%  
E 78.52

ELEV = 92.21'

TCE #	SHEET NO	BL STATION	OFFSET	LENGTH (FT)	WIDTH (FT)
9	21-22	63+97 - 69+00	60' LT	203	15
12	22	64+55.50	71' -213' LT	142	30

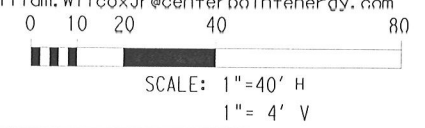
TCE (L'XW')	Owner Information
3045	Taylor Morrison of Tx, Inc., CF NO. 2012132796, ORFBC
4260	Taylor Morrison of Tx, Inc., CF NO. 2012132796, ORFBC

- LEGEND**
- (A) 8" CONCRETE
  - (B) 8" 8Z LTS
  - (C) MONO CURB (TYPE II)
  - (D) 5' SIDEWALK
  - (E) HIGH EARLY STRENGTH
  - (F) 2' SOD
  - ➔ PROPOSED LANE
  - ➔ EXISTING LANE
  - ▨ PROP TCE
  - (X) PROP TYPICAL SECTION

**NOTES:**  
1. ALL PAVEMENT DIMENSIONS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.

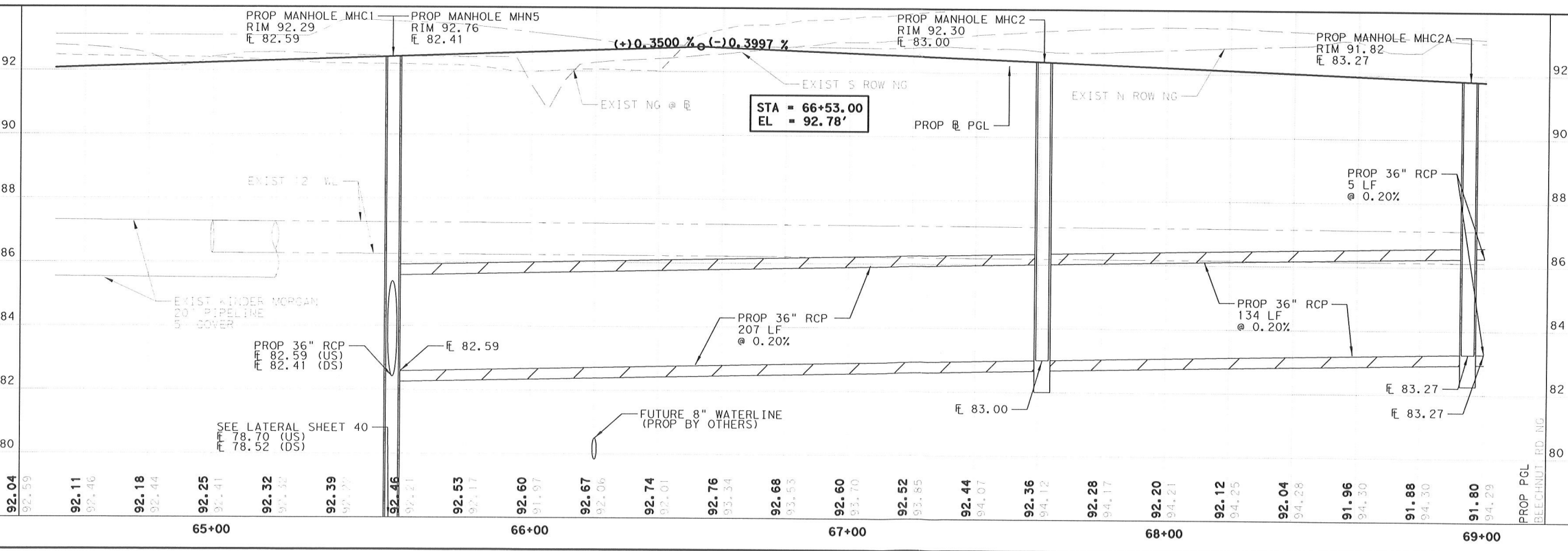
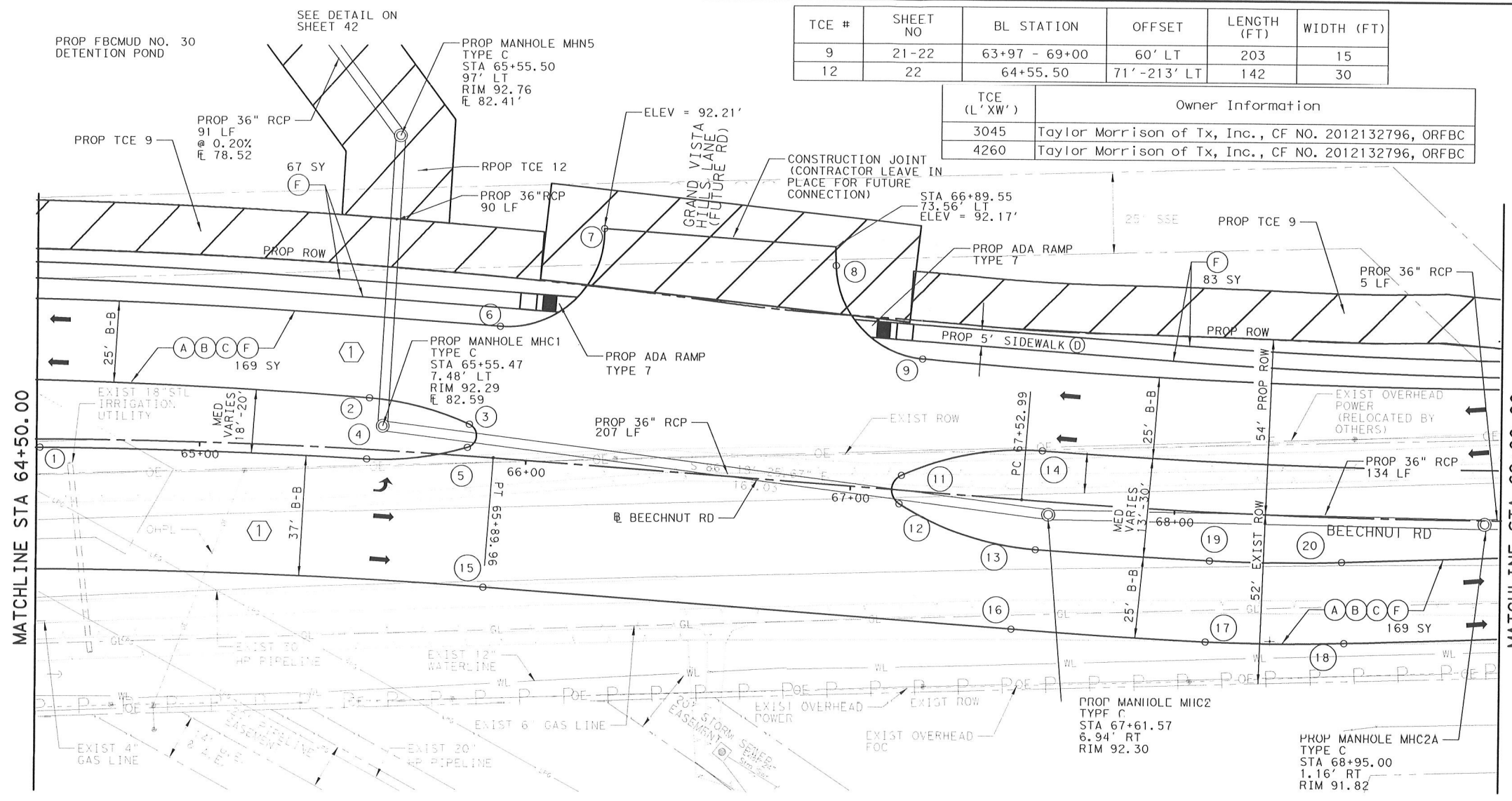
#	STATION	OFFSET	DESC
1	64+51.04	2.57' RT	200.50' R
2	65+50.90	15.86' LT	1923.82' R
3	65+81.86	9.74' LT	90.00' R
4	65+51.19	3.00' RT	90.00' R
5	65+81.86	2.64' LT	3.80' R
6	65+88.91	40.50' LT	29.50' R
7	66+18.24	73.01' LT	29.50' R
8	66+90.20	67.28' LT	29.50' R
9	67+19.03	40.80' LT	29.50' R
11	67+15.46	4.58' LT	5.00' R
12	67+15.58	4.20' RT	90.00' R
13	67+58.40	15.00' RT	2015.00' R
14	67+58.19	15.50' LT	90.00' R
15	65+89.96	40.00' RT	1960.00' R
16	67+52.99	40.00' RT	2040.00' R
17	68+11.56	40.00' RT	525.00' R
18	68+53.13	38.73' RT	525.00' R
19	68+11.56	15.00' RT	500.00' R
20	68+51.58	13.77' RT	500.00' R

**CPE NOTES:**  
CONTRACTOR MUST COORDINATE SCHEDULES AND ACCOMMODATE RELOCATIONS OF CENTERPOINT POLES WITHIN THEIR SCHEDULE AND TRAFFIC CONTROL PLAN. THE POLES ARE SCHEDULED FOR RELOCATION BY JULY 31, 2020. HOWEVER, DELAYS SHOULD BE EXPECTED AND THE CONTRACTOR MAY NEED TO LEAVE OUT PAVEMENT PANELS IN DIRECT CONFLICT TO BE CONSTRUCTED AT A LATER DATE. DELAYS BEYOND JULY 31, 2020 WILL BE GROUNDS FOR ADDED DAYS TO THE CONSTRUCTION SCHEDULE, BUT AT NO OTHER ADDITIONAL COST TO THE COUNTY. PLEASE CONTACT WILLIAM WILCOX AT CENTERPOINT DIRECTLY FOR ACCOMMODATIONS, 281-341-4918, [William.Wilcoxjr@centerpointenergy.com](mailto:William.Wilcoxjr@centerpointenergy.com)



MATCHLINE STA 64+50.00

MATCHLINE STA 69+00.00



REV	DATE	BY	DESCRIPTION
	4/8/2020	Ann L. Nall-Baker	

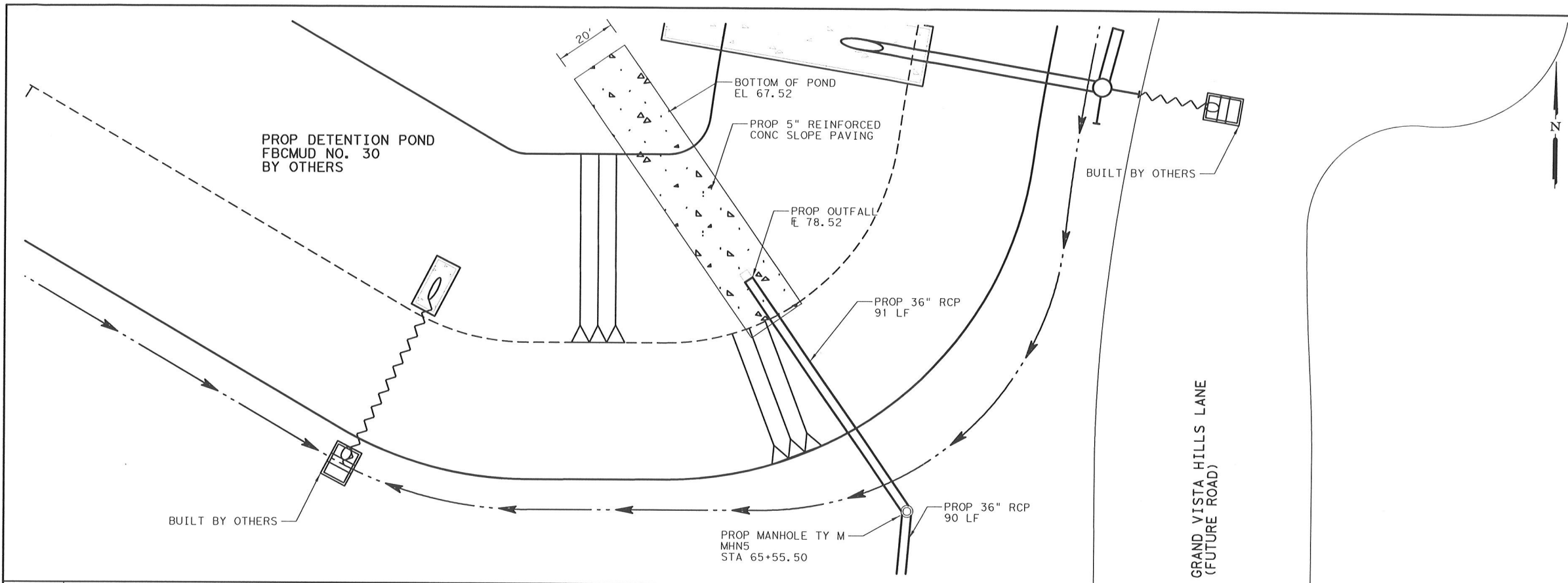
**Costello**  
Engineering and Surveying  
2107 CityWest Blvd., 3rd Floor  
Houston, Texas 77042  
(713)783-7788 (713)783-3590, Fax  
TBPE FIRM REG. NO. 280  
TBPLS FIRM REG. NO. 100486

**BEECHNUT ROAD**  
ROADWAY PLAN & PROFILE  
STA 64+50.00 TO STA 69+00.00

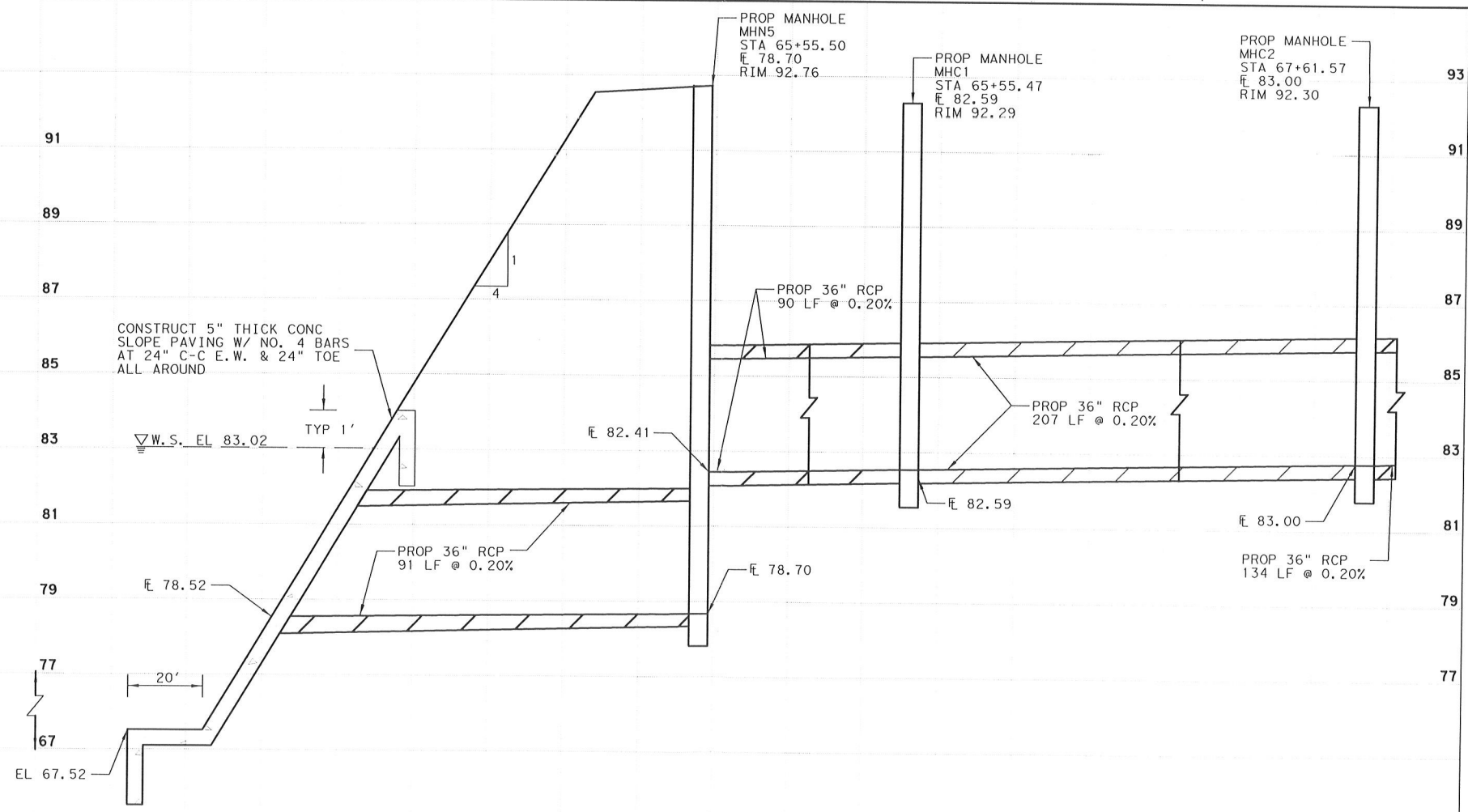
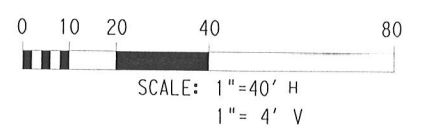
SHEET 8 OF 13

DESIGNED BY: ANB	DRAWN BY: PB
CHECKED BY: KLM	CHECKED BY: ANB
COUNTY: FORT BEND	CONTRACT NO.: 17204
SECTION: BEECHNUT	JOB NO.: 22

FILE: f:\bendco\2018\127\_beechnut\_road\design\dgn\Beechnut\_PP07.dgn  
DATE: 4/8/2020 9:07:29 PM annb



NOTES:  
 1. REFER TO PLAN AND PROFILE SHEET 22 FOR MORE DETAIL FROM STORM DRAINAGE.  
 2. MUD 30 ENGINEER, GREGORY PHIPPS, AGREES TO THE DESIGN OF THIS OUTFALL PER EMAIL DATED 5/18/2020.



STA 64+50.00 TO STA 67+61.57

FILE: I:\v\beach\2018\27 beechnut road\design\dgn\Beechnut\_MISC\_DETAILS01.dgn  
 DATE: 5/20/2020 9:52:44 AM

REV	DATE	BY	DESCRIPTION

5/20/2020

*Patricia Bean*

**Costello** Engineering and Surveying  
 2107 CityWest Blvd., 3rd Floor  
 Houston, Texas 77042  
 (713)783-7788; (713)783-3580, Fax  
 TBPE FIRM REG. No. 280  
 TBPLS FIRM REG. No. 100486

**BEECHNUT ROAD**  
 MISCELLANEOUS DRAINAGE DETAILS

DESIGNED BY: ANB	DRAWN BY: PB				
CHECKED BY: KLM	CHECKED BY: ANB				
COUNTY	CONT	SEC	JOB	HWY NO.	SHEET NO.
FORT BEND			17204 BEECHNUT		42