

**CONSENT TO ENCROACHMENT**

THE STATE OF TEXAS    §  
  §  
COUNTY OF FORT BEND                                      §

WHEREAS, **FORT BEND COUNTY** (the “Owners”) own that certain tract or parcel of real property and all improvements situated thereon in FORT BEND COUNTY, Texas, and described more fully as:

Fort Bend County right-of-way.

which is described on the attached surveys dated November 28, 2022 through December 6, 2022 and attached hereto as Exhibit “A” and is also known as McKeever Road Fiber Optic Plans (the “Property”); and

WHEREAS, GULF COAST WATER AUTHORITY (“GCWA”) is a conservation and reclamation district and a political subdivision of the State of Texas, having its principal office at 3630 FM 1765, Texas City, Texas 77591; and

WHEREAS, the Property is on or adjacent to certain water over which GCWA has a right of use and access (“GCWA’s Area”); and

WHEREAS, the Owners wish to place a camera pole and fiber optic trunk line (the “Encroachment”) within a portion of GCWA’s Area; and

WHEREAS, the Owners have requested that GCWA give its consent to the Encroachment within GCWA’s Area; and

WHEREAS, the Owners and GCWA wish to set forth in writing their agreements concerning the Encroachment in this Consent to Encroachment (this “Consent”).

## **AGREEMENT**

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

1. **GRANT OF LICENSE; TERM.** Pursuant to the terms and conditions set forth in this Consent, GCWA, as grantor, hereby grants to the Owners a license for the Owners to maintain on the Property and within GCWA's Area the Encroachment as shown on Exhibit A. The term of this Consent shall begin on the date on which this Consent is executed by GCWA (the "Effective Date") and, unless earlier terminated in accordance with the provisions hereof, shall expire on the thirtieth (30<sup>th</sup>) anniversary of the Effective Date.

2. **TERMINATION OF CONSENT.**

A. This Consent, and the license granted to Owners hereunder, shall automatically terminate if the Encroachment is hereafter either (i) removed by the party maintaining the Encroachment, or (ii) substantially destroyed by any cause beyond the control of and without the negligence of the GCWA. For purposes of the foregoing provision, the term "substantially destroyed" means that more than 75% of the Encroachment is damaged or destroyed.

B. GCWA shall have the right to terminate this Consent at any time and for any reason at its sole discretion upon twelve (12) months' prior written notice to Owners.

3. **MAINTENANCE AND REPAIRS.** The Owners are solely responsible for maintenance, repair and upkeep of the Encroachment and shall reimburse GCWA for any and all damage to GCWA's Area caused by the Encroachment.

4. **MISCELLANEOUS.** This Consent is intended solely for the benefit of the parties

hereto and shall not create any rights for any third parties. Venue for any action arising out of this Consent shall lie exclusively in the federal or state courts of Fort Bend County, Texas.

5. REQUIRED CONTRACT PROVISIONS. Every contract entered into between the Owners and any builder, supplier, mechanic, material man, laborer, worker, artisan, contractor or subcontractor in conjunction with the Owners' construction, operation, maintenance, inspection, repair, replacement, removal, existence and use of the Encroachment on, about, or attendant to GCWA's Area (a "Contractor") must contain a provision by which the Contractor agrees to defend, indemnify and hold harmless GCWA, its successors and assigns, agents, representatives, and employees ("GCWA Parties") from and against all liability arising from claims, suits, actions, costs (including reimbursement for reasonable attorney's fees and costs of investigation, expenses), damages, losses, fines, interest, penalties, assessments, judgments, demands, causes of action and all litigation/arbitration of any kind or character (individually, a "Claim" and collectively, "Claims") arising out of or in any way caused by, attributed to, resulting from or connected with the Owners' (including Owners' employees, agents, contractors, invitees, and others designated by Owners) construction, operation, maintenance, inspection, repair, replacement, removal, existence and used of said Encroachment on, about, or attendant to GCWA's Area that may be imposed on, incurred by or asserted by a third party against the GCWA Parties including any Claim alleged to be caused in whole or in part by the negligence or other wrongful act of a GCWA Party.

6. DISCHARGE OF LIENS. The Owners will not create or permit to be created or remain, and will discharge, at the Owners' sole cost and expense, any and all liens, encumbrances or charges levied on account of any builder's, supplier's, mechanic's, laborer's, materialmen's or similar lien that might become a lien, encumbrance, or charge upon GCWA's Area or any property belonging

to GCWA. If any such liens, encumbrances or charges shall at any time be filed against GCWA's Area or any property belonging to GCWA as a result of the Encroachment, the Owners will cause, within thirty (30) days' of written demand by GCWA, the same to be fully discharged and released of record by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise.

7. EXPANSION OF ENCROACHMENT PROHIBITED. The Owners agree for themselves, and for their successors, assigns, and grantees, that they will not expand nor modify the Encroachment within GCWA's Area without the prior express written consent of GCWA and, unless otherwise expressly provided herein, any construction within GCWA's Area shall be performed in full compliance with the GCWA requirements and applicable zoning regulations.

8. ASSIGNMENT. The exercise and enjoyment by Owners' successors, assigns, and grantees of the rights and privileges to which GCWA has herein granted its consent shall constitute affirmative acceptance by such successors, assigns, and grantees of the terms and conditions herein contained; provided, however, that GCWA hereby requires, for itself, and its successors and assigns, that any such successor, assign, or grantee must further signify acceptance of such terms and conditions by execution of a Consent to Encroachment in recordable form, and payment to GCWA of the applicable fee therefor, and should any such successor, assign, or grantee refuse to execute such Consent to Encroachment and pay such fee, upon thirty (30) days' prior written notice from GCWA, the rights and privileges herein consented to shall thereupon automatically terminate and shall be of no further force and effect.

IN WITNESS WHEREOF, the Owners and GCWA have executed this Consent as of the respective acknowledgment dates set forth below, to become effective for all purposes as of the Effective Date.

GULF COAST WATER AUTHORITY

---

General Manager

Date: \_\_\_\_\_

FORT BEND COUNTY, TEXAS

---

KP George, County Judge

Date: \_\_\_\_\_

THE STATE OF TEXAS                           §  
   §  
COUNTY OF \_\_\_\_\_                           §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_, the General Manager of Gulf Coast Water Authority, a  
conservation and reclamation district and a political subdivision of the State of Texas, on behalf of  
said conservation and reclamation district.

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Notary Public In and For the State of Texas

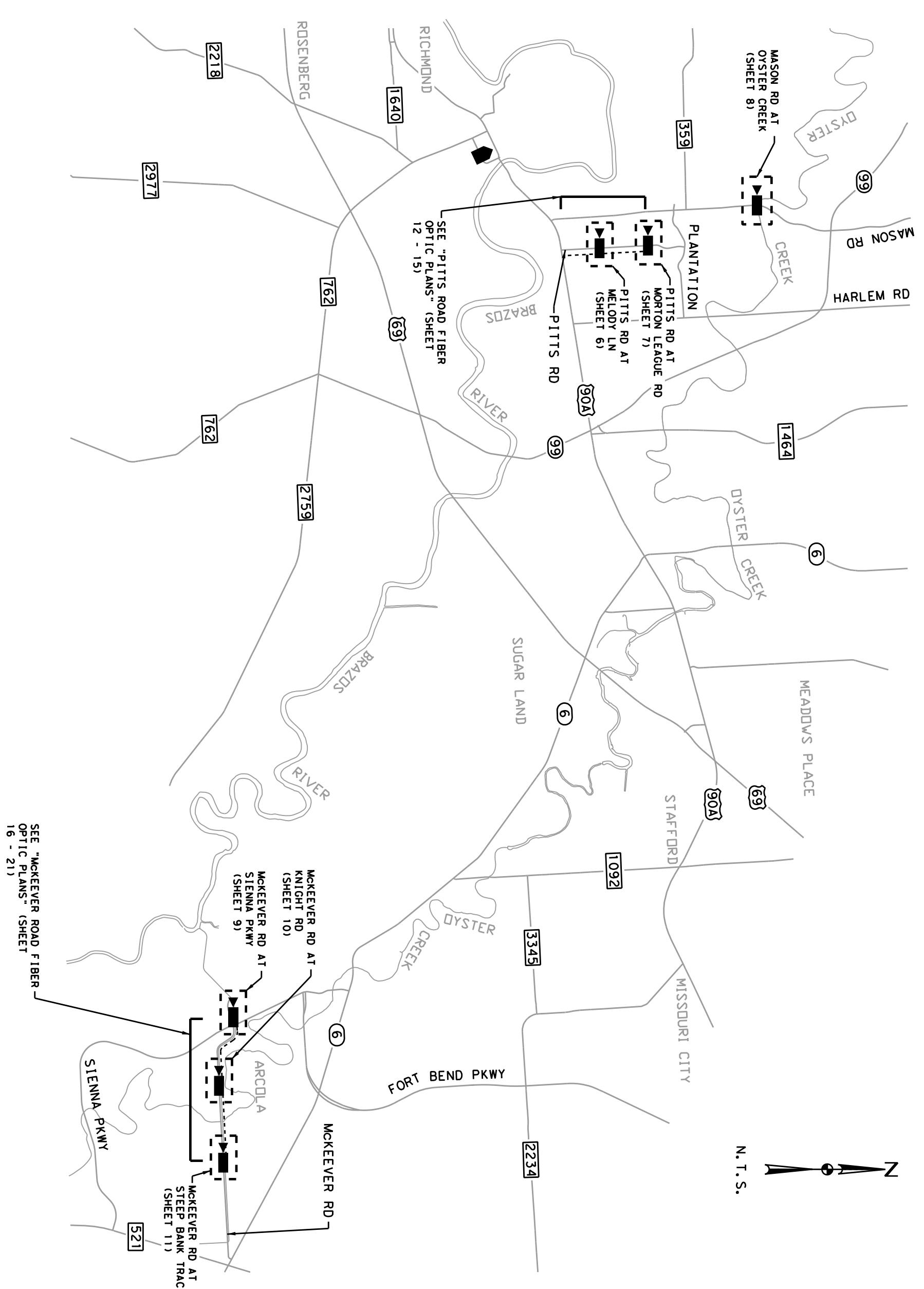
THE STATE OF TEXAS                           §  
   §  
COUNTY OF FORT BEND                   §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2023,  
by KP George, County Judge of Fort Bend County, Texas, on behalf of said county.

---

Notary Public In and For the State of Texas

## **Exhibit A**



FORT BEND COUNTY  
EMERGENCY NETWORK INFRASTRUCTURE  
MONITORING SYSTEM

PHASE 1  
PROJECT LOCATION  
MAPS

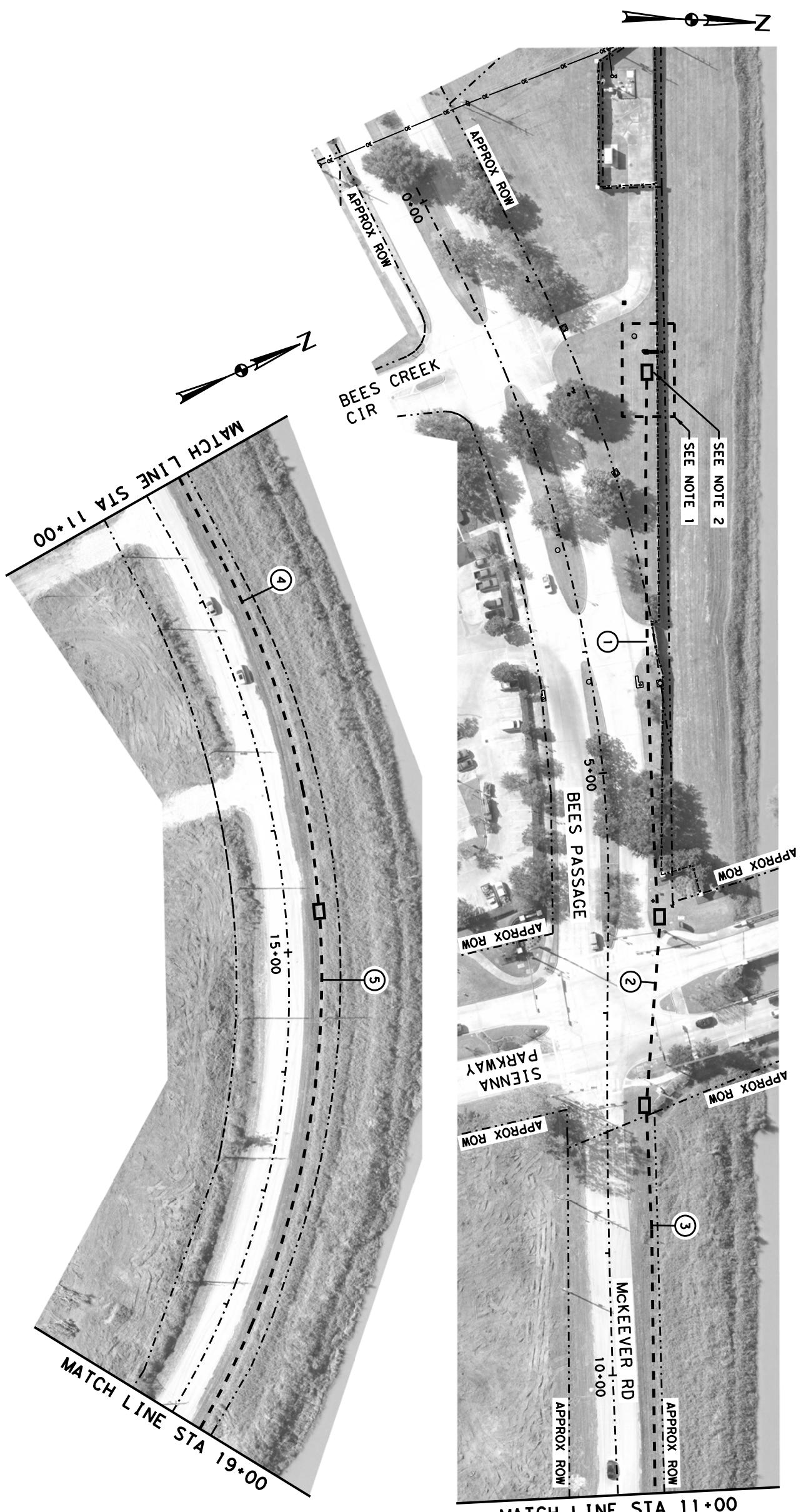
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TBPE REG F-4779

DESIGNED: OMN	SCALE:
CHECKED: PAR	DATE: 11/28/2022
APPROVED: DEH	SHEET NO: 01

SUBMITTED FOR INTERIM REVIEW  
UNDER THE AUTHORITY OF:  
QUAN M. NGUYEN, P.E.  
TEXAS LICENSE NO. 111605  
IT IS NOT TO BE USED FOR  
CONSTRUCTION, BIDDING OR  
PERMIT PURPOSES

11/28/2022



QUANTITIES (THIS SHEET ONLY)			
ITEM-CODE	DESCRIPTION	UNIT	SHEET TOTAL
6 8 6006	CONDT (HDPE) (2") BORE	LF	1780
620 6002	ELEC CONDR (NO. 14) INSULATED	LF	1780
6007 6017	FIBER OPTIC CBL (SINGLE-MODE) (144 FIBER)	LF	1880
6186 6006	ITS GND BOX (PCAST) TY 1 (243660) W / APRN	EA	4

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**NOTE**

- 1. SEE SHEET "FLOOD MONITOR CCTV LAYOUT MCKEEVER ROAD AT SIENNA PARK FOR THE INSTALLATION OF ELECTRICAL SERVICE - GROUND BOXES, CONDUIT-**

3 CALL 100'; SEE 1M FIBER OPTIC CABLE IN CABLING BOX

**UTILITY NOTES:**

2. THE CONTRACTOR SHALL CONTACT PUBLIC AND PRIVATE UTILITIES FOR LOCATION OF UNDERGROUND FACILITIES AT LEAST 48 HOURS PRIOR TO ANY DRILLING, BORING, TRENCHING, OR EXCAVATING.  
THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY DAMAGE CAUSED BY THE CONTRACTOR'S FAILURE TO LOCATE AND PRESERVE THESE UTILITIES, WHETHER UNDERGROUND, ABOVE GROUND, OR OVERHEAD.

**STATUS:** E = EXISTING; I = INSTALLED

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TBPE REC F-477

SUBMITTED FOR INTERIM REVIEW  
UNDER THE AUTHORITY OF:

QUAN M. NGUYEN, P.E.  
TEXAS LICENSE NO. 111605  
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PERMIT PURPOSES

0 50 100  
SCALE: 1" = 100'



# FORT BEND COUNTY

**EMERGENCY NETWORK INFRASTRUCTURE**

MONITORING SYSTEM

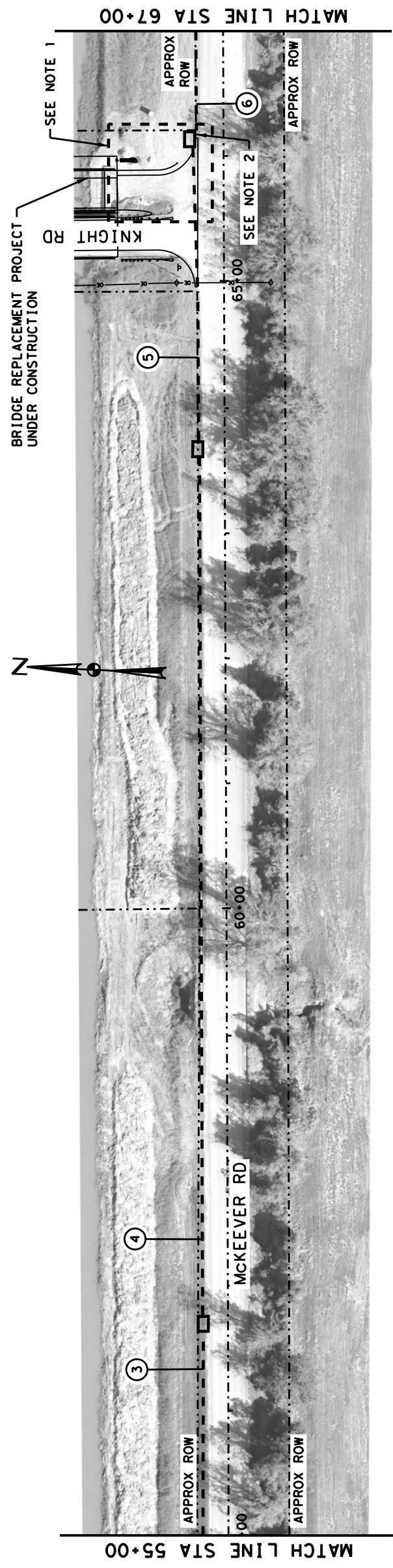
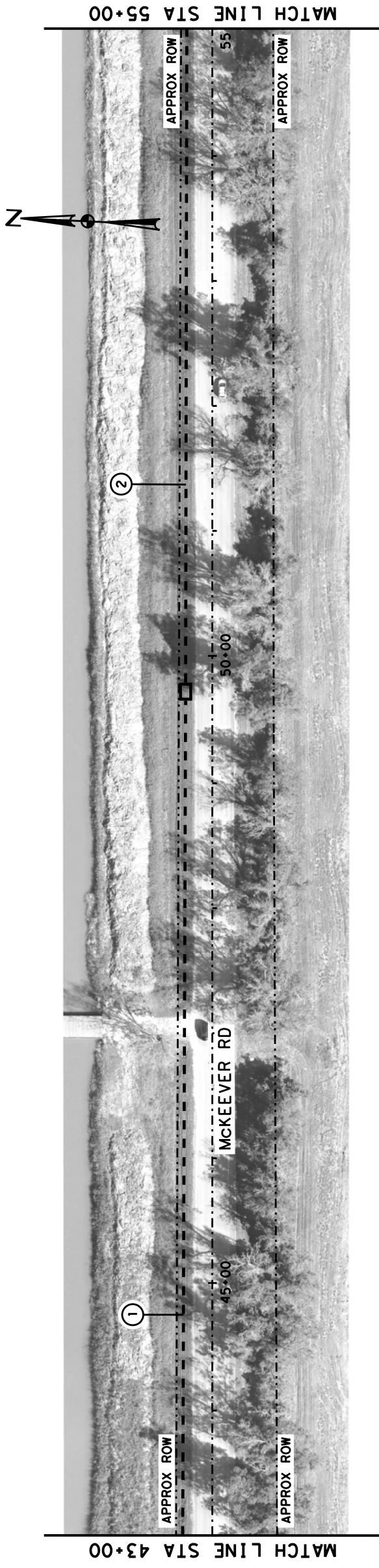
MCKEEVER ROAD

FIBER OPTIC PLANS

LITERATURE LISTS

<u><b>LEGEND:</b></u>	
	PROP CCTV W/ CABINET (30' POLE)
	PROP ELECTRICAL SERVICE
	PROP GROUND BOX TY A WITH APRON
	PROP GROUND BOX TY 1 WITH APRON
	PROP CONDUIT (HDPE) (BORE)
	RUN NUMBER
	OE OVERHEAD ELECTRICAL
	FO FIBER OPTIC
	UT UNDERGROUND TELEPHONE
	G GAS
	W WATER

**LEGEND:**



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QUAN M. NGUYEN, P.E.  
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IT IS NOT TO BE USED FOR  
CONSTRUCTION, BIDDING OR  
PERMIT PURPOSES  
  
12/6/2022

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# FORT BEND COUNTY

DESIGNED BY:	QMN	SCALE:	1" = 100'
CHECKED BY:	PAR	DATE:	12/6/2022
APPROVED BY:	DEW	SHIFT NO.:	03
EMERGENCY NETWORK INFRASTRUCTURE MONITORING SYSTEM MCKEEVER ROAD FIBER OPTIC PLANS			

**STATUS:** E = EXISTING; I = INSTALL

QUANTITIES (THIS SHEET ONLY)

ITEM-CODE		DESCRIPTION	UNIT	SHEET TOTAL
618	6006	CONDIT (HDPE) (2") BORE	LF	2415
620	6002	ELEC CONDR (NO. 14) INSULATED	LF	2415
6007	6017	FIBER OPTIC CBL (SINGLE-MODE) (144 FIBER)	LF	2515
6186	6006	ITS GND BOX (PCAST) TY 1 (243660) W / APRN	EA	4

**NOTE:** |

1. SEE SHEET "FLOOD MONITOR CCTV LAYOUT MCKEEEVER ROAD AT KNIGHT ROAD" FOR THE INSTALLATION OF ELECTRICAL SERVICE, GROUND BOXES, CONDUIT, CCTV, POLE AND CABINET DETAILS.
  2. COIL 100' OF 144 FIBER OPTIC CABLE IN GROUND BOX.

UTILITY NOTES:

  1. THE CONTRACTOR SHALL LOCATE ALL UTILITIES PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL CONTACT PUBLIC AND PRIVATE UTILITIES FOR LOCATION OF UNDERGROUND FACILITIES AT LEAST 48 HOURS PRIOR TO ANY DRILLING, BORING, TRENCHING, OR EXCAVATING.
  2. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY DAMAGE CAUSED BY THE CONTRACTOR'S FAILURE TO LOCATE AND PRESERVE THESE UTILITIES, WHETHER UNDERGROUND, ABOVE GROUND, OR OVERHEAD.



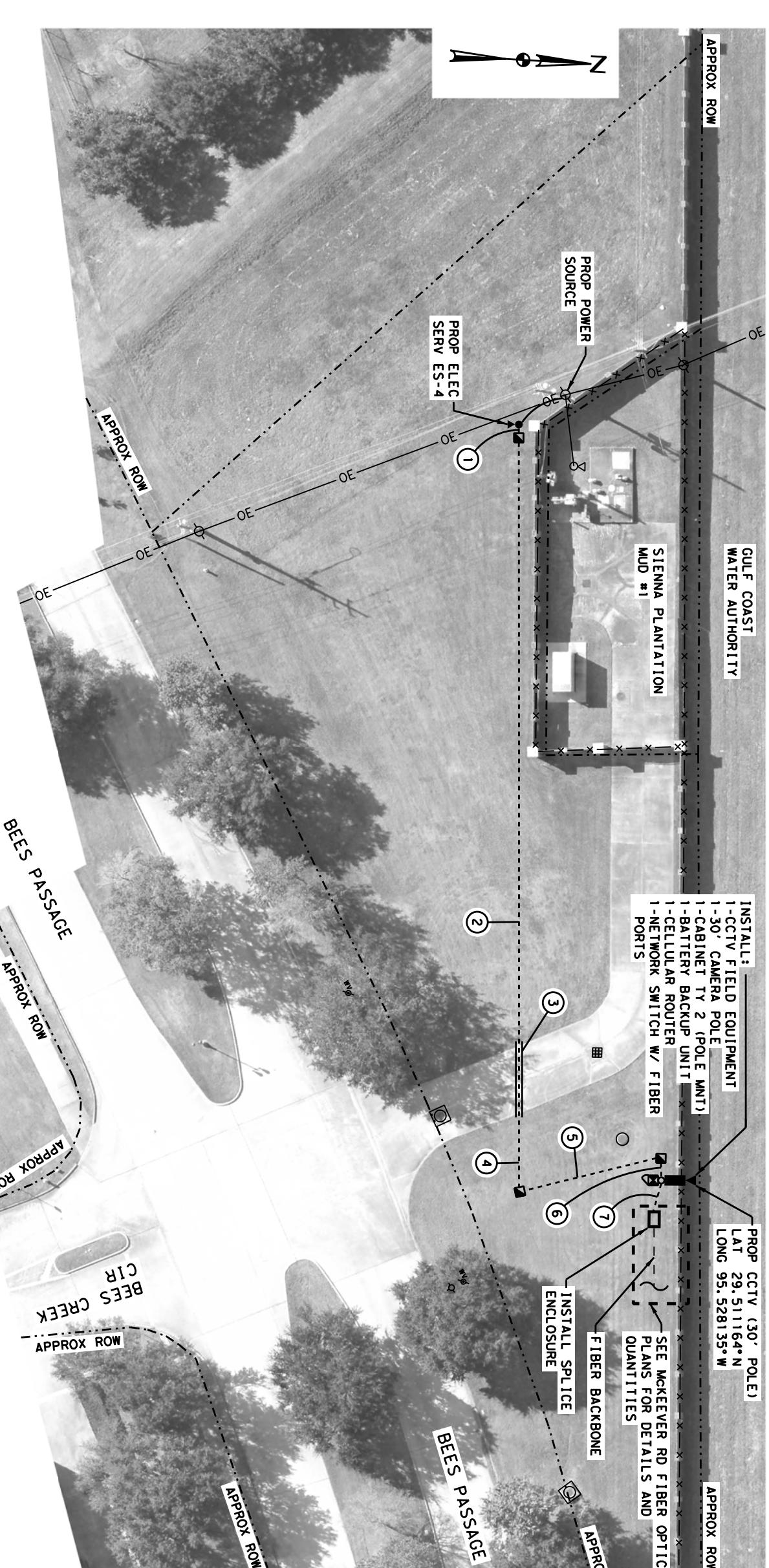
## **Exhibit B**

QUANTITIES (THIS SHEET ONLY)		
ITEM-CODE	DESCRIPTION	UNIT SHEET TOTAL
416 6004	DRILL SHAFT (36 IN)	LF 18
618 6023	CONDT (PVC) (SCH 40) (2")	LF 295
618 6047	CONDT (PVC) (SCH 80) (2") (BORE)	LF 25
620 6002	ELEC CONDR (NO. 14) INSULATED	LF 15
620 6007	ELEC CONDR (NO. 8) BARE	LF 305
620 6008	ELEC CONDR (NO. 8) INSULATED	LF 610
624 6002	GROUND BOX TY A (122311)W/APRON	EA 2
628 6152	ELC SRV TY D 120/240 060(NS)SS(N)SP(O)	EA 1
6007 6010	FIBER OPTIC CBL (SINGLE-MODE) (6 FIBER)	LF 40
6010 6011	CCTV FIELD EQUIP (DIGITAL) (INSTL ONLY)	EA 1
6064 6011	ITS POLE (30 FT) (110 MPH)	EA 1
6064 6085	ITS POLE MNT CAB (TY 2) (CONF 2) (INS)	EA 1
6094 6011	SPLICE ENCLOSURE	EA 1
	BATTERY BACKUP UNIT	EA 1
	CELLULAR ROUTER	EA 1
	NETWORK SWITCH W/ FIBER PORTS	EA 1

#### UTILITY NOTES:

- THE CONTRACTOR SHALL LOCATE ALL UTILITIES PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL CONTACT PUBLIC AND PRIVATE UTILITIES FOR LOCATION OF UNDERGROUND FACILITIES AT LEAST 48 HOURS PRIOR TO ANY DRILLING, BORING, TRENCHING, OR EXCAVATING.
- THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY DAMAGE CAUSED BY THE CONTRACTOR'S FAILURE TO LOCATE AND PRESERVE THESE UTILITIES, WHETHER UNDERGROUND, ABOVE GROUND, OR OVERHEAD.

STATUS: E = EXISTING; I = INSTALL



NO.	DATE	REVISION
		BY

0  
20  
40  
SCALE: 1"=40'

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UNDER THE AUTHORITY OF:

OUAN M. NGUYEN, P.E.  
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12/6/2022

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FORT BEND COUNTY

EMERGENCY NETWORK INFRASTRUCTURE  
MONITORING SYSTEM  
CCTV SITE LAYOUT

MCKEEVER ROAD AT  
SIENNA PARKWAY

DESIGNED: OMN

SCALE: 1"-40'

CHECKED: PAR

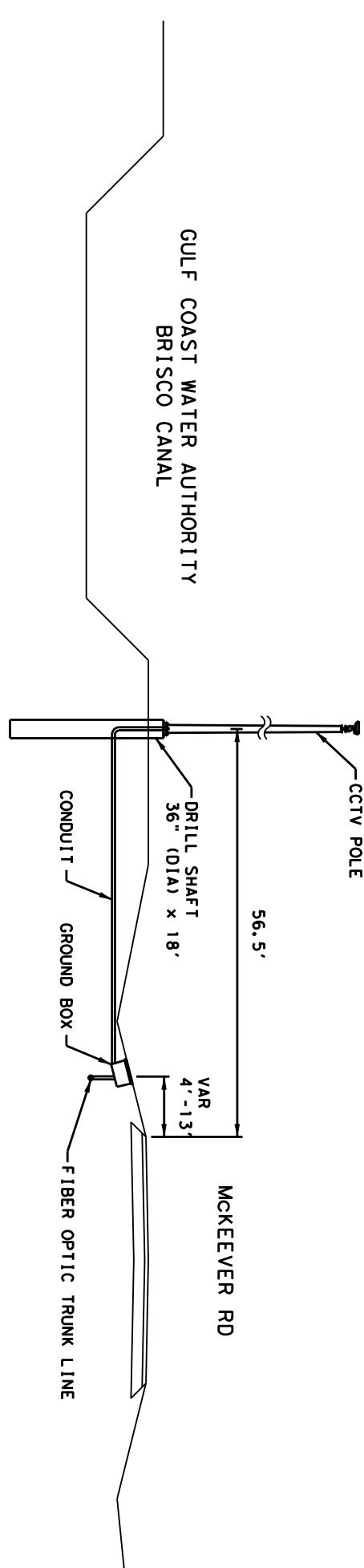
DATE: 12/6/2022

APPROVED: DEH

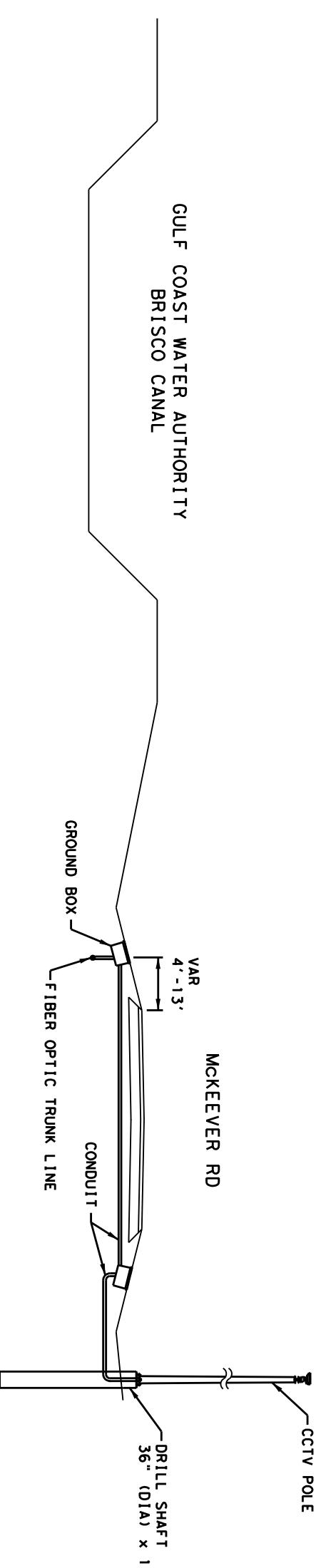
SHEET NO:







CCTV CROSS SECTION  
MCKEEVER RD AT KNIGHT RD  
LOOKING EAST (SCALE 1':20")



CCTV CROSS SECTION  
MCKEEVER RD AT STEEP BANK TRACE  
LOOKING EAST (SCALE 1':20")

NO.	DATE	REVISION

SUBMITTED FOR INTERIM REVIEW  
UNDER THE AUTHORITY OF:

QUAN M. NGUYEN, P.E.  
TEXAS LICENSE NO. 111605  
IT IS NOT TO BE USED FOR  
CONSTRUCTION, BIDDING OR  
PERMIT PURPOSES

12/6/2022

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TYPE REG F-4779



FORT BEND COUNTY

EMERGENCY NETWORK INFRASTRUCTURE  
MONITORING SYSTEM

GULF COAST WATER AUTHORITY  
MCKEEVER ROAD  
CROSS SECTIONS

DESIGNED: OMN	SCALE:
CHECKED: PAR	DATE: 12/6/2022
APPROVED: DEH	SHEET NO: 08





TABLE 1: ITS POLE - 90 MPH (W/ 2 SOLAR PANELS) ④

POLE TYPE ①	POLE SHAFT ① ⑦		BASE PLATE ①		TOP ② PLATE		ANCHOR BOLT ③		FOUNDATION ③		
	POLE HEIGHT (FT)	BOTTOM OUTSIDE DIA. (IN)	TOP OUTSIDE THICK NESS (IN)	WALL INSIDE DIA. (IN)	OUTSIDE DIA. (IN)	BOLT THICK NESS (IN)	BOLT HOLE DIA. (IN)	BOLT THICK NESS (IN)	OUTSIDE DIA. (IN)	INSIDE DIA. (IN)	TEMPATE WIDTH (IN)
'A'	'B'	'C'	'D'	'E'	'F'	'G'	'H'	'I'	'J'	'K'	'L'
20	10	8	12	10-1/16	21	16	1-1/4	1-1/2	9	1	4
30	13	9	12	13-1/16	24	19	1-9/16	1-1/2	10	1-1/4	4
40	15	9	12	15-1/16	26	21	1-9/16	1-1/2	10	1-1/4	4
45	16	10	12	16-1/16	27	22	1-9/16	1-1/2	11	1-1/4	6
50	17	10	12	17-1/16	28	23	1-9/16	1-1/2	11	1-1/4	6
55 ⑦	19	11	11	5/8	19-1/16	30	25	1-13/16	2	12	1-1/2
60 ⑦	20	11	11	5/8	20-1/16	31	26	1-13/16	2	12	1-1/2

TABLE 2: ITS POLE - 110 MPH (W/ 2 SOLAR PANELS) ⑦

POLE TYPE ①	POLE SHAFT ① ⑦		BASE PLATE ①		TOP ② PLATE		ANCHOR BOLT ③		FOUNDATION ③		
	POLE HEIGHT (FT)	BOTTOM OUTSIDE DIA. (IN)	TOP OUTSIDE THICK NESS (IN)	WALL INSIDE DIA. (IN)	OUTSIDE DIA. (IN)	BOLT THICK NESS (IN)	BOLT HOLE DIA. (IN)	BOLT THICK NESS (IN)	OUTSIDE DIA. (IN)	INSIDE DIA. (IN)	TEMPATE WIDTH (IN)
'A'	'B'	'C'	'D'	'E'	'F'	'G'	'H'	'I'	'J'	'K'	'L'
20	10	8	12	10-1/16	21	16	1-1/4	1-1/2	9	1	4
30	13	9	12	13-1/16	24	19	1-9/16	1-3/4	10	1-1/4	6
40	15	9	12	15-1/16	25	21	1-9/16	1-3/4	10	1-1/4	6
45	16	10	12	17-1/16	27	22	1-9/16	1-3/4	11	1-1/4	8
50	17	10	12	18-1/16	28	23	1-9/16	1-3/4	11	1-1/4	8
55 ⑦	19	11	11	5/8	19-1/16	30	25	1-9/16	2	12	1-1/4
60 ⑦	20	11	11	5/8	20-1/16	31	26	1-13/16	2	12	1-1/2

TABLE 3: ITS POLE - 130 MPH (W/ 1 SOLAR PANEL) ⑤

POLE TYPE ①	POLE SHAFT ① ⑦		BASE PLATE ①		TOP ② PLATE		ANCHOR BOLT ③		FOUNDATION ③		
	POLE HEIGHT (FT)	BOTTOM OUTSIDE DIA. (IN)	TOP OUTSIDE THICK NESS (IN)	WALL INSIDE DIA. (IN)	OUTSIDE DIA. (IN)	BOLT THICK NESS (IN)	BOLT HOLE DIA. (IN)	BOLT THICK NESS (IN)	OUTSIDE DIA. (IN)	INSIDE DIA. (IN)	TEMPATE WIDTH (IN)
'A'	'B'	'C'	'D'	'E'	'F'	'G'	'H'	'I'	'J'	'K'	'L'
20	10	8	12	10-1/16	21	16	1-9/16	1-3/4	9	1-1/4	4
30	13	9	12	15-1/16	24	19	1-9/16	1-3/4	10	1-1/4	6
40	15	9	12	15-1/16	26	21	1-9/16	1-3/4	10	1-1/4	6
45	16	10	12	16-1/16	27	22	1-9/16	1-3/4	11	1-1/4	8
50	17	10	12	17-1/16	28	23	1-9/16	1-3/4	11	1-1/4	8
55 ⑦	19	11	11	5/8	19-1/16	30	25	1-13/16	2	12	1-1/2
60 ⑦	20	11	11	5/8	20-1/16	31	26	1-13/16	2	12	1-1/2

TABLE 4: ITS POLE WITH STIFFENERS - 90 MPH (W/ 4 SOLAR PANELS) ⑥

POLE TYPE ①	POLE SHAFT ① ⑦		BASE PLATE ①		TOP ② PLATE		ANCHOR BOLT ③		FOUNDATION ③		
	POLE HEIGHT (FT)	BOTTOM OUTSIDE DIA. (IN)	TOP OUTSIDE THICK NESS (IN)	WALL INSIDE DIA. (IN)	OUTSIDE DIA. (IN)	BOLT THICK NESS (IN)	BOLT HOLE DIA. (IN)	BOLT THICK NESS (IN)	OUTSIDE DIA. (IN)	INSIDE DIA. (IN)	TEMPATE WIDTH (IN)
'A'	'B'	'C'	'D'	'E'	'F'	'G'	'H'	'I'	'J'	'K'	'L'
20	10	8	12	10-1/16	21	16	1-1/4	1-1/2	9	1	4
30	13	9	12	13-1/16	24	19	1-9/16	1-1/2	10	1-1/4	4
40	15	9	12	15-1/16	26	21	1-9/16	1-1/2	10	1-1/4	4
45	16	10	12	17-1/16	27	22	1-9/16	1-1/2	11	1-1/4	6
50	17	10	12	18-1/16	28	23	1-9/16	1-1/2	11	1-1/4	6
55 ⑦	19	11	11	5/8	19-1/16	30	25	1-13/16	2	12	1-1/2
60 ⑦	20	11	11	5/8	20-1/16	31	26	1-13/16	2	12	1-1/2

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TABLE 5: ITS POLE WITH STIFFENERS - 110 MPH (W/ 4 SOLAR PANELS) ⑥

POLE TYPE ①	POLE SHAFT ① ⑦		BASE PLATE ①		TOP ② PLATE		ANCHOR BOLT ③		FOUNDATION ③	
POLE HEIGHT (FT)	BOTTOM OUTSIDE DIA. (IN)	TOP OUTSIDE THICK NESS (IN)	WALL INSIDE DIA. (IN)	OUTSIDE DIA. (IN)	BOLT THICK NESS (IN)	BOLT HOLE DIA. (IN)	BOLT THICK NESS (IN)	OUTSIDE DIA. (IN)	INSIDE DIA. (IN)	TEMPATE WIDTH (IN)



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