

**GULF COAST WATER AUTHORITY
APPLICATION FOR CROSSING AGREEMENT**

The undersigned ("Applicant") requests permission from Gulf Coast Water Authority ("GCWA") to install Temporary Crossing over American Canal (the "Crossing") over, under or alongside (check one) the GCWA's canal or other property at the location described in **Exhibit A**, and in accordance with the plans and specifications attached as **Exhibit B**. The plans and specifications on **Exhibit B** must include, at a minimum: a cross section drawing showing the profile of the proposed crossing and including the depth any proposed structure under the flow line of the canal or the height of the proposed structure over the top of the canal, widths or dimensions / sizes of the structure, whether the structure will be encased and the type of encasement material, any boring method (whether conventional, straight line bore or directional bore), the requested width of the crossing structure license strip (the area within which the Crossing will be located). GCWA may require additional information for approval. The area in which construction will be performed shall also be described on **Exhibit A** and labeled the "Construction Area". Construction is anticipated to begin approximately in October 2023 and to be completed no later than March 31, 2025.

If the Applicant is not an individual, the person signing this Application must also provide evidence (s)he has authority to execute the document.

Signed the _____ day of _____, 2023.

Authorized Applicant Representative

KP George

Print Name

401 Jackson, Richmond, TX 77469

Address

281-342-3411

Phone Number

**GULF COAST WATER AUTHORITY
CANAL CROSSING AGREEMENT
Fort Bend County, Texas
Temporary Water Crossing**

Grantor: **GULF COAST WATER AUTHORITY,**
INCLUDING ITS SUCCESSORS AND ASSIGNS

Grantor's Mailing Address :

4243 Emmett F. Lowry Expressway
Texas City, Texas 77591
Galveston County

Grantee: **FORT BEND COUNTY, TEXAS,**
a political subdivision of the state of Texas,

INCLUDING ITS SUCCESSORS AND ASSIGNS

Grantee's Mailing Address

c/o County Judge
401 Jacksont St.
Richmond, Texas 77469
Fort Bend County

License Strip: That certain area of land noted as the "License Strip" described on **Exhibit A** attached hereto and made a part hereof for all purposes.

Construction Area: That certain Parcel of land described on **Exhibit A** and noted as the "Construction Area". All construction activities shall be confined within the boundaries of the Construction Area. All construction shall be performed in accordance with the plans and specifications described in **Exhibit B**. All of **GRANTEE'S** rights to use the Construction Area will terminate upon completion of the construction of the Temporary Crossing Construction activities shall include all of **GRANTEE'S** activities undertaken with respect to the Temporary Crossing whether initial construction, maintenance, repairs, supplemental construction or reconstruction, except for ingress and egress.

Consideration: Grantor grants the rights conferred in this Crossing Agreement in exchange for the payment by Grantee of all fees or other charges described in the Application for Crossing Agreement (the "Application") signed by Grantee, delivered to Grantor, the terms of the Application are incorporated herein by reference as if fully set forth; and in addition in exchange for Grantee's grant to Grantor of any additional ingress and egress access rights designated on Exhibit B attached hereto and made a part hereof.

Reservations from and Exceptions to License: Easements, rights of way and prescriptive rights, whether of record or not; and valid instruments, presently recorded in the county or counties in which the License Strip is located, that affect the License Strip or that affect real property burdened by the License granted herein or the License Strip in whole or in part.

- 1) **Grant of License.** **GRANTOR**, for the consideration and subject to the reservations from and exceptions to license grants to **GRANTEE**, its successors and assigns, a non-exclusive license for the purpose of constructing, maintaining, operating, repairing, removing, replacing and upgrading one Temporary Crossing and appurtenances thereto (hereinafter called the "Crossing"), the License Strip, together with the right of ingress and egress over, along and across the License Strip for the purpose of operating and maintaining (within the License Strip) the Crossing. Grantee agrees that this agreement becomes null and void if by June 30, 2025 (90 days after the anticipated completion date of March 31, 2025) the Grantee fails to provide the Grantor as-built Exhibits A and B certified by a Texas registered professional land surveyor in 8 ½ x 11 or 11 x 17 sheet hardcopies form and electronic .pdf images and approved by the Grantor. Exhibit coordinates shall be provided in NAD 83 Texas South Central Zone. Units shall be reported in US survey feet using grid bearings and grid distances and shall be tied to a class 1 or better NGS monument on horizontal and vertical. A table shall be included that reports the grid coordinates for any monument used and all points of inflection. Notwithstanding the foregoing, upon written request of **GRANTEE**, **GRANTOR** may approve an extension to the completion date if **GRANTOR** determines that there is no material change to the Crossing. An extension will be evidenced by a written supplement to this Crossing Agreement signed by **GRANTEE** and **GRANTOR'S** General Manager, or the General Manager's designee, documenting the new completion date and corresponding date for the submittal of the as-built Exhibits A and B as described herein.
- 2) **Limitations on Use.** Except as otherwise specifically set forth herein, **GRANTEE** shall have no right to go or travel upon, over or across any lands of **GRANTOR** except for the License Strip and Construction Area (during construction of the Crossing). Nothing contained herein shall grant or be construed to grant to **GRANTEE** the right (i) to use the License Strip or Construction Area for any purpose other than for the purposes set forth herein or (ii) to change the dimensions or location of the License Strip or Construction Area. During the initial construction of the Crossing, and at all times after completion, **GRANTEE** must not interfere with the operation or maintenance of **GRANTOR'S** facilities or any other activity of **GRANTOR** or its lessees, invitees, agents, customers, contractors, successors or assigns. All persons entering upon the License Strip or Construction Area under this grant shall confine themselves to the operations and purposes contemplated herein, and no trespassing or other uses shall be permitted by **GRANTEE**, its employees, agents or contractors.
- 3) **Termination of License.** The license, rights and privileges granted hereunder shall terminate when, or at such time as, (i) the purposes hereof cease to exist, are abandoned by **GRANTEE**, or become impossible of performance, or (ii) **GRANTEE** fails to observe any term, covenant, or condition contained in this Agreement or the Application, following thirty (30) days written notice of such failure. The thirty day notice provision does not apply to a lapse in any required insurance coverage required under this agreement. Within 90 days following termination of this Agreement, **GRANTEE** must remove from the License Strip and Construction Area the Crossing and any other structures or property placed thereon by **GRANTEE**. If **GRANTEE** fails to do so, **GRANTOR** may remove such property and dispose of it as it sees fit, without liability to **GRANTEE** for any reason, and **GRANTEE** must reimburse **GRANTOR** upon demand for any cost or expense incurred by **GRANTOR** in connection therewith.

- 4) **Grantee Responsible for Damages.** The consideration paid to **GRANTOR** by **GRANTEE** in connection with the execution of this agreement is solely for the grant of the license and rights herein granted and does not cover any damages caused to the surface of **GRANTOR**'s lands or to Grantor's facilities within the License Strip or the Construction Area in connection with the initial construction of the Crossing, or which may occur to **GRANTOR**'s other lands, facilities or property in connection with the initial construction of said Crossing or by reason of the operation, maintenance, repair and/or servicing of the Crossing or any other damages incurred from time to time, and **GRANTEE** shall pay and agrees to pay **GRANTOR** any and all other such damages promptly as they may accrue.
- 5) **Compliance with Laws.** **GRANTEE** agrees to comply at all times and at its sole cost with all applicable federal, state and local laws, rules, regulations and safety standards in connection with **GRANTEE**'s activities hereunder, including, without limitation, the construction, use, operation, maintenance, repair and service of the Crossing.
- 6) **Maintenance and Repairs.** Grantee must at its sole cost maintain the Crossing and the License Strip in good repair and condition. Grantor has no obligation to repair or maintain the Crossing or the License Strip. Should it become necessary at any time subsequent to completion of the Crossing for **GRANTEE** to enter upon the License Strip for the purposes of maintaining, repairing, operating, servicing or removing the Crossing as required or permitted hereunder, **GRANTEE** shall, after each entry upon said License Strip, leave said land at the same level and condition that it was in prior to such entry; and in the event that any such entry should cause or produce damage to roads, tracks, fences, pavement or other improvements that may be situated on said land, or cause or produce damages to the surface of the License Strip, or any other lands or property of **GRANTOR**, **GRANTEE** shall, at Grantor's sole election, promptly repair such damage to Grantor's satisfaction or pay to **GRANTOR** any and all damages that may be caused by reason of any such subsequent entry.
- 7) **Relocation or Modification of Crossing.** **GRANTEE** shall be solely responsible for relocating or modifying any existing improvements on **GRANTOR**'s lands as may be required to construct and maintain the Crossing, but **GRANTOR** must consent in advance to any such relocation or modification of existing improvements. In addition, **GRANTEE** must, upon **GRANTOR**'s written request, commence with due diligence to relocate or modify the Crossing to accommodate **GRANTOR**'s use of its lands, and **GRANTEE** shall be solely responsible for all costs associated therewith. If applicable, **GRANTEE** must, upon **GRANTOR**'s request, sleeve or de-energize that portion of the Crossing located over **GRANTOR**'s lands, during canal maintenance and **GRANTEE** shall be solely responsible for all cost associated therewith.
- 8) **Construction of Crossing.** The Crossing must be constructed within the License Strip. Before construction may commence, **GRANTEE** must give **GRANTOR** at least 72 hours advance notice of its intent to begin construction. **GRANTEE** may begin construction of the Crossing at any time after receiving **GRANTOR**'s written notice to proceed and must complete construction no later than March 31, 2025 (or such later date as may be agreed to by **GRANTEE** and **GRANTOR** pursuant to Section 1 hereof). The Crossing must be constructed according to the plans and specifications set forth on Exhibit B. All construction activity must be confined to the Construction Area. Upon completion of the Crossing, **GRANTEE** shall (i) repair all damage to roads, tracks, fences, pavement and other structures or items located on **GRANTOR**'s lands (including the License Strip and Construction Area) and restore same to their condition prior to construction and (ii) restore

and clean the surface of the land covered by the License Strip and Construction Area to its condition prior to construction. **GRANTEE** is not and shall not be construed as **GRANTOR**'s agent in contracting for any improvements to the License Strip, and shall have no authority to pledge, mortgage, hypothecate or otherwise encumber any interest in the above or any other property of **GRANTOR**, except for **GRANTEE**'s license rights hereunder. **GRANTEE** shall, to the extent allowed by law, indemnify and hold harmless **GRANTOR** and the officers, directors, employees, agents, successors and assignees of **GRANTOR** (the **GRANTOR** and such persons are collectively referred to as the "Indemnified Persons") from and against any and all mechanics', material men's or other liens or claims ("Mechanic's Liens") and all costs and expenses, including attorneys fees, associated therewith, arising out of any such work. **GRANTEE** shall not permit any lien to be placed upon **GRANTOR**'s real or personal property on account of any actual or alleged act, failure to act, or obligation of **GRANTEE**, and **GRANTEE** shall promptly takes all steps necessary to remove any lien from **GRANTOR**'S real or personal property which lien is imposed because or on account of any alleged or actual act, failure to act, or obligation of **GRANTEE**. **GRANTEE**'S obligations with respect to liens as described in this paragraph extend to any activity or omission of **GRANTEE**, and are not confined to liens imposed in connection with **GRANTEE**'S initial construction activities.

- 9) **Marking Location of Crossing.** If the Crossing is a pipeline, then **GRANTEE** shall maintain markings along the entire length of the pipeline and the License Strip throughout the term of this agreement, which will inform anyone performing work in the area of the Crossing, and of all reasonable and necessary precautions to take prior to performing any work.
- 10) **Insurance.** **GRANTEE** must, at its sole expense, maintain in effect at all times during the term of this agreement the following insurance policies:
 - a) **Commercial General Liability Insurance.** **GRANTEE** must maintain commercial general liability insurance, including pollution liability coverage, covering **GRANTOR** and the officers, directors, employees, agents, successors and assignees of **GRANTOR** and **GRANTEE** for liability for property damage, bodily injury, personal injury, and death. The insurance provided under this section must be in the amount of not less than \$1,000,000 per occurrence for property damage and not less than \$1,000,000 per occurrence for personal injury, bodily injury, or death. This insurance must protect against liability to any employees or servants of **GRANTEE** and to any other person or persons whose property damage, personal injury, or death arises out of or in connection with the occupation, use, or condition of the Crossing, the License Strip, or the Construction Area, and must include (i) coverage for premises and operations, (ii) coverage for products liability, and (iii) contractual liability coverage insuring the obligations of **GRANTEE** under the terms of this Agreement. Such policy must name **GRANTOR** and the officers, directors, employees, agents of **GRANTOR** and any successors and assignees designated by **GRANTOR** as an additional insured.
 - b) **Workers Compensation.** **GRANTEE** must maintain workers compensation insurance to protect against claims under Texas Workers Compensation laws as well as all Federal acts applicable to **GRANTEE**'s operations at the License Strip or the Construction Area. The limit of liability for such coverage must at least meet applicable statutory requirements. Additionally, each policy must contain an endorsement waiving all rights of subrogation against **GRANTOR** and the officers, directors, employees, agents of **GRANTOR** and any successors and assignees designated by **GRANTOR**.

- c) **Employer's Liability.** GRANTEE must maintain employer's liability insurance in the minimum amount of \$1,000,000 per occurrence for personal injury, bodily injury, or death to any employee of GRANTEE who may bring a claim outside the scope of the Texas Worker's Compensation laws or federal acts applicable to GRANTEE's operations at the License Strip or the Construction Area. Additionally, each policy must contain an endorsement waiving all rights of subrogation against GRANTOR and the officers, directors, employees, agents of GRANTOR and any successors and assignees designated by GRANTOR.
- d) **Automobile Insurance.** GRANTEE must maintain automobile liability insurance coverage on all its owned or rented vehicles in the minimum amount of \$1,000,000 combined single limit coverage per occurrence. Additionally, each policy must contain an endorsement waiving all rights of subrogation against GRANTOR and the officers, directors, employees, agents of GRANTOR and any successors and assignees designated by GRANTOR.
- e) **Umbrella Liability Insurance.** GRANTEE must maintain umbrella/excess liability insurance in the amount of not less than \$5,000,000 per occurrence and be excess over all underlying insurance coverage described in this agreement.
- f) **Waiver of Subrogation and Other Rights.** To the extent allowed by law, GRANTOR and GRANTEE agree to waive any and all rights of recovery, claims, actions, or causes of action against the other, its agents, officers, directors and employees for any injury, death, loss, or damage that may occur to persons or to the Crossing, the License Strip, or the Construction Area, or any personal property of such party on the Crossing, the License Strip, or the Construction Area, by reason of fire, windstorm, earthquake, flood or any other risks, or any other cause that is insured under the insurance policy or policies that either party is required to provide or maintain under this agreement, regardless of cause or origin, except to the extent of the gross negligence or intentional misconduct of either party hereto, its agents, officers, directors or employees, and each party covenants that no insurer will hold any right of subrogation against the other. If such waiver is not obtained, then, to the extent allowed by law, the party failing to do so indemnifies the other party for any claim by an insurance carrier arising out of subrogation.
- g) **Insurance Requirements.** The phrase "Required Policy" means each policy of insurance required to be maintained by GRANTEE under the terms of this agreement. Each Required Policy must be written by a company satisfactory to GRANTOR, but in all events by a company with an A.M. Best Company financial rating of not less than A - XII (or a similar rating by a comparable service selected by GRANTOR should A.M. Best Company cease providing such ratings) and be licensed to do business in Texas or, if the aforesaid is not available, by a company qualified to do business as a non-admitted insurer in Texas under current Texas surplus lines requirements. GRANTEE must deliver to GRANTOR a certificate of insurance for any Required Policy within 10 days of execution of this agreement. The required evidence of coverage must always be deposited with GRANTOR. If GRANTEE fails to do so, such failure may be treated by GRANTOR as a default by GRANTEE under this agreement and GRANTOR, in addition to any other remedy under this agreement, may purchase and maintain such Required Policy and GRANTEE must immediately reimburse GRANTOR for any premiums paid or costs incurred by GRANTOR in providing such insurance. Failure of GRANTEE to reimburse GRANTOR is a default by GRANTEE of this agreement.

- h) **Indemnity for Noncompliance with Insurance Requirements.** GRANTEE, to the extent allowed by law, INDEMNIFIES and HOLDS HARMLESS GRANTOR and the officers, directors, employees, agents of GRANTOR and any successors and assignees designated by GRANTOR (sometimes referred to in this Crossing Agreement as the "Indemnified Persons") from any loss it may suffer due to GRANTEE's failure to comply with all the above insurance requirements, including the requirement for obtaining waivers of subrogation, and due to any insurance coverage being invalidated because of GRANTEE's failure to comply with the terms, covenants, conditions, and warranties of any Required Policy.
- 11) **Indemnification of Grantor.** To the extent allowed by law, GRANTEE agrees to indemnify, defend, and hold harmless the Indemnified Persons from and against all liability, damages, suits, actions, costs and expenses of whatsoever nature (including attorney's fees and expenses) to persons or property ("**Claims**") caused by or arising out of any of GRANTEE's (or its employees', agent's, or contractors') operations hereunder or otherwise relating to the construction, operation, maintenance and/or service of the Crossing or the License Strip and/or caused by or arising out of GRANTEE's (or its employees', agents' or contractors') failure to comply at all times with all applicable federal, state and local laws, rules, regulations and safety standards ("**Laws**") in connection with the construction, use, operation, maintenance and/or servicing of the Crossing, EVEN THOUGH THE CLAIM IS ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR OTHER WRONGFUL ACT OF AN INDEMNIFIED PERSON. HOWEVER, IN THE EVENT THAT ONE OR MORE OF THE INDEMNIFIED PARTIES ARE ADJUDICATED AT FAULT WITH RESPECT TO DAMAGE OR INJURY SUSTAINED BY A CLAIMANT, GRANTEE WILL INDEMNIFY THE INDEMNIFIED PARTIES ONLY FOR THAT PORTION OF THE DAMAGE OR INJURY ADJUDICATED TO HAVE BEEN CAUSED BY THE GRANTEE AND/OR ITS AGENTS, SERVANTS, REPRESENTATIVES, EMPLOYEES AND SUBCONTRACTORS.
- 12) **Grantor's Reserved Rights.** GRANTOR expressly reserves unto itself and GRANTOR's successors and assigns, the right to use and enjoy the land covered by the License Strip and the Construction Area for any purposes whatsoever, except insofar as said use and enjoyment unreasonably interferes with the rights hereby granted to GRANTEE. GRANTOR specifically reserves the right (i) to grant additional easements or rights-of-way upon or across the License Strip to such other persons or entities and for such purposes as GRANTOR may desire, (ii) to extend roads, railroad tracks, or other structures across or along the License Strip, (iii) to construct or locate upon or across the License Strip fences, signs, pavement and other such items or materials, (iv) to use the License Strip for the disposal of surface water, rain or any excess water collecting upon GRANTOR's land, and (v) to change the dimensions or location of the License Strip (at GRANTEE's sole cost and expense); provided that, in all such cases, GRANTEE shall not be unreasonably and permanently disturbed in the enjoyment of the rights hereby granted to GRANTEE.

Required Contract Provisions. Every contract entered into between GRANTEE and any mechanic, material man, laborer, worker, artisan, contractor or subcontractor (a "Contractor"), and every contract entered into between a Contractor and any other Contractor, must contain a provision by which each Contractor agrees to indemnify and hold harmless the Indemnified Persons from and against any and all (i) Mechanic's Liens, and (ii) Claims caused by or arising out of any of GRANTEE's (or its employees', agents', or Contractors') operations hereunder or otherwise relating to the construction, operation,

maintenance, and /or service of the Crossing or the License Strip and/or caused by or arising out of **GRANTEE's** (or its employees', directors' agents', or Contractors') failure to comply at all times with all applicable Laws.

- 13) **Notices.** Any notice provided or permitted to be given in this agreement must be in writing and may be given by depositing the notice in the United States mail, postage prepaid, certified with return receipt requested, and addressed to the party to be notified at the address set forth below, or at the last address for notice which the sending party has for the party to be notified at the time the notice is sent. Notice deposited in the mail in the foregoing manner shall be effective upon receipt or refusal. Notice given in any other manner shall be effective only if and when actually received by the party to be notified. For purposes of notice, the addresses of the parties shall be as described on the first page of this agreement. Either party, by notifying the other party hereto in the manner provided in this paragraph, may designate a different address for receipt of subsequent notices.
- 14) **Environmental Matters.** **GRANTEE** shall not be responsible for removal, disposal, or any fines or other expenses relating to any or all hazardous substances or solid wastes stored, disposed of, or otherwise released onto or from the Crossing, the Construction Area, the License Strip or adjacent property prior to the execution of this agreement **GRANTEE** will not cause or permit the License Strip, the Construction Area, or **GRANTOR** to be in violation of, or do anything or permit anything to be done by **GRANTEE**, its Contractors, agents or employees which will subject the License Strip, the Construction Area, or **GRANTOR** to any remedial obligations under applicable laws pertaining to health or the environment (such laws as they now exist or are hereafter enacted and/or amended are hereinafter sometimes collectively called "Applicable Environmental Laws"), including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended, hereinafter called "CERCLA"), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and the Hazardous and Solid Waste Amendments of 1984 (as amended, hereinafter called "RCRA"), the Texas Water Code and the Texas Solid Waste Disposal Act, or any other applicable state, federal, county or municipal law, rule or regulation relating to environmental issues, as each of said laws may be amended from time to time, assuming disclosure to the applicable governmental authorities of all relevant facts, conditions and circumstances, if any, pertaining to **GRANTEE's** use of the License Strip and Construction Area. **GRANTEE** agrees to obtain any permits, licenses or similar authorizations, to construct, operate or use the Crossing, the Construction Area, and the License Strip for the purposes set forth herein by reason of any Applicable Environmental Laws which concern or result from the use of the Crossing, the Construction Area, or the License Strip. **GRANTEE** will promptly notify **GRANTOR** in writing of any existing, pending or, to the best knowledge of **GRANTEE**, threatened investigation or inquiry by any governmental authority in connection with any Applicable Environmental Laws concerning **GRANTEE's** use of the Crossing, the Construction Area, or the License Strip and **GRANTEE's** use, operation and maintenance of **GRANTEE's** facilities. In connection with **GRANTEE's** use, operation and maintenance of the Crossing, the Construction Area, and the License Strip, **GRANTEE** will not cause or permit the disposal or other release of any hazardous substance or solid waste on or to the Crossing, the Construction Area, or the License Strip. In connection with **GRANTEE's** use, operation and maintenance of the License Strip, **GRANTEE** covenants and agrees to keep or cause the Crossing, the Construction Area, and the License Strip to be kept free of such hazardous substance or solid waste and to remove the same (or if removal is prohibited by law, to take whatever action is required by law) promptly upon discovery, at

GRANTEE's sole cost and expense. If **GRANTEE** fails to comply with or perform any of the foregoing covenants and obligations, **GRANTOR** may (without any obligation, express or implied) remove any hazardous substance or solid waste from the Crossing, the Construction Area, or the License Strip (or if removal is prohibited by law, take whatever action is required by law) and the cost of the removal or such other action shall be reimbursed by **GRANTEE** to **GRANTOR**. **GRANTEE** grants to **GRANTOR** and its agents, employees, officers, directors, contractors and consultants access to the Crossing, the Construction Area, and the License Strip and the license (which is coupled with an interest and irrevocable) to remove such hazardous substance or solid waste (or if removal is prohibited by law, to take whatever action is required by law) and agrees to reimburse **GRANTOR** for and to hold **GRANTOR** harmless from all costs and expenses involved therewith. The terms "hazardous substance" and "release" as used in this agreement shall have the meaning specified in CERCLA, and the terms "solid waste" and "disposal" (or "disposed") shall have the meanings specified in RCRA; provided, that if either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply hereunder subsequent to the effective date of such amendment and provided further, to the extent that any other federal or state law established a meaning for "hazardous substance", "release", "solid waste", or "disposal" which is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply.

- 15) Disclaimer of Warranties.** **GRANTOR** has executed and delivered this agreement, and **GRANTEE** has received and accepted this agreement, the Crossing, the Construction Area, and the License Strip, **AS IS, WHERE IS, AND WITH ALL FAULTS, EXCEPT AS OTHERWISE SET FORTH IN SECTION 14 ABOVE, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL; IT BEING THE INTENTION OF GRANTOR AND GRANTEE TO EXPRESSLY REVOKE, RELEASE, NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES AS TO (i) THE CONDITION OF THE LICENSE STRIP OR CONSTRUCTION AREA OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES RELATED TO MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (ii) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES, OR OTHER CONDITIONS OF THE LICENSE STRIP OR CONSTRUCTION AREA OR WHICH AFFECT THE LICENSE STRIP OR CONSTRUCTION AREA (iii) ANY FEATURES OR CONDITIONS AT OR WHICH AFFECT THE LICENSE STRIP OR CONSTRUCTION AREA WITH RESPECT TO ANY PARTICULAR PURPOSE, USE, DEVELOPMENT POTENTIAL, OR OTHERWISE; (iv) THE AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION, OR AMOUNT OF THE LICENSE STRIP OR CONSTRUCTION AREA; (v) ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE LICENSE STRIP OR CONSTRUCTION AREA; (vi) ANY ENVIRONMENTAL, GEOLOGICAL, OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF EVER AFFECTING IN ANY MANNER ANY OF THE LICENSE STRIP OR CONSTRUCTION AREA; AND (vii) ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND REPRESENTATIONS BY GRANTOR WHATSOEVER.**

ACCEPTED:

GRANTEE:

FORT BEND COUNTY, TEXAS,
A political subdivision of the state of Texas

By: _____
KP George,
County Judge

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 its behalf.

Notary Public, State of Texas

Rev. 3.23.2023

Replace with As-built by _____ *

EXHIBIT A Requirements Lease Strip and Construction Area Location

Checklist (see attached example)

- 1) A Map to that depicts the sites location (minimum of two streets that cross)
- 2) A north pointing arrow

If necessary, a call out bubble may be used to show the following details

- 3) An outline of the requested "License Strip" (labeled "License Strip" and outline points of deflection 1,2,3,...)
- 4) An outline of the "Construction Area" (labeled "Construction Area" and outline points of deflection A,B,C,...)
- 5) Site's survey abstract and lot number.
- 6) Outlines of GCWA property right of ways intersecting License Strip and any GCWA structures the strip crosses (i.e. Canal, ...)

On the page

- 7) Place a table with each points Texas State Plane NAD 83 Texas South Central grid x and y coordinates in feet. In the table heading state the NGS class 1 or better monument designation number used for the survey and the monument X,Y,Z coordinates.
- 8) On the final as built version to be filed at the County Clerk's office the Professional Texas Registered Engineer Stamp, Engineer signature, and the final drawing date.

NOTE: Fonts must be readable (8 points or larger). Sheet sizes 11 x 17 may be substituted for 8 1/2 x 11 sheets and additional sheets marked Exhibit A1, A2,. may be included. Detail call out bubble(s) may be used.

***Subject to extension as provided in Section 1 of the Crossing Agreement.**

EXHIBIT B Requirements Construction Design Drawings

CHECKLIST:

The Structure's design profile that depicts:

- 1) *The view of the Structure's X – Y horizontal plane (plan view) on the top half of the sheet on a Texas State Plane NAD 83 Texas South Central x and y coordinate grid scale in feet (label sheet scale grid lines along the sheet margins). Mark the License Strip area (four or more points that are depicted on Exhibit A).*
- 2) *The view of the Structures X - Z vertical plane (elevation view) on the bottom half of the sheet that lines-up with the top plan view on a Texas State Plane NAD 83 Texas South Central x and NAVD 88 z coordinate grid scale in feet (label sheet grid lines along the sheet margin).*
Label coordinate points (i.e. continue series from Exhibit A and above i.e. .5,6,7,8 ...) for:
 - a. *Buried Structures such as Cable, Pipeline, Drainage Canal, Under drains, ... : highest outside diameter elevation (the minimum requirement is 5 feet below GCWA lowest improvement point).*
 - b. *Canal Culver Bridge: Bottom flowline elevation point.*
 - c. *Canal Free Span Bridge: Lowest elevation point.*
 - d. *Aerial Structures: Lowest elevation point.*

Place a table on the sheet to list the coordinate points required above (1,2,3,...) with their Texas State Plane NAD 83 Texas South Central x and y; and NAVD 88 z coordinates in feet. In the table heading state the class 1 or better NGS monument designation number used for the survey and the monuments x, y, and z coordinates.

- 3) *List of special design requirements / instructions to contractors required by GCWA (i.e. materials of construction, special procedures including notification contacts and timing restraints, ...) on the sheet or a second sheet (i.e. Exhibit B-2).*
- 4) *As-built must have Professional Texas Registered Engineer Stamp, Engineer signature, and drawing date.*
- 5) *North direction arrow on the sheet.*

NOTE: Fonts must be readable (8 points or larger). If necessary, may use 11 x 17 sheets. Detail call out(s) /bubble(s) may be used.

NOTE: At least fourteen (14) days prior to the commencement of any construction activity, GCWA must be notified, and an onsite pre-construction coordination meeting must be scheduled.