

LICENSE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This License Agreement ("Agreement") is made by and between DIMAS BROS. CONSTRUCTION, LLC ("Licensor"), a Texas limited liability company, and FORT BEND COUNTY, TEXAS ("County" or "Licensee"), a political subdivision of the state of Texas for the purposes of installing and maintaining a groundwater monitoring well.

WHEREAS, Licensor is the owner of that certain real property having Fort Bend Central Appraisal District No. R538977 and legally described below:

Being a 8.15 acre tract of land out of a 9.15 acre tract of land located in the H. Scott Survey, Abstract No. 83, Fort Bend County, Texas; said 8.15 acre tract of land being more particularly described by metes and bounds in Deed recorded under Clerk's File No. 2022010898 of the Official Public Records of Fort Bend County, Texas. (the "Property").

WHEREAS, County desires to access Licensor' Property for the purposes of maintaining, monitoring, and testing a ground water monitoring well, state codes GWMW15 and GWMW16, on the Property; and

WHEREAS, by execution of this Agreement, the Parties desire to memorialize the terms by which County will access Licensor' Property for said Monitoring Wells.

NOW, THEREFORE, in consideration of the mutual promises contained herein and the benefits to be conferred upon the Parties, Licensor and County agree as follows:

1. Licensee's Use of the Property.

- (A) Licensor grants to County the right, privilege, and license to enter upon the Property, as necessary, for the purposes of maintaining, monitoring, sampling, and test of GWMW15 and GWMW16 (collectively, the "Monitoring Wells"), located on the Property as provided on Exhibit "A" attached hereto and incorporated by reference for all intents and purposes.

\$ No additional "proposed replacement well or new well" only existing.

- (B) County's rights of ingress and egress to the Property shall be subject to reasonable directions from Licensor regarding the manner of such ingress and egress as follows:
- (1) County shall take all necessary precautions and care to protect the Property from any damage, including any fencing located on or around the Property, resulting from County's use and access of the Property.
 - (2) Upon leaving the Property, County shall ensure that all gates are closed and locked if such gates require locking.
 - (3) County shall have the right of pedestrian and vehicular ingress and egress over, across, and upon the Property and during the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday for the purposes of accessing the Monitoring Wells and for operating, repairing, inspecting, maintaining, replacing, and removing equipment for the same.
- (C) County shall have the exclusive right to control the maintenance, monitoring, sampling, and testing of the Monitoring Wells and shall further take reasonable measures and precautions to ensure that the Monitoring Wells are marked and safeguarded against any injury to persons on the Property.
- (D) County shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, and regulations. County shall further, at its sole expense, obtain and keep in effect any applicable licenses, permits, or other governmental authorizations required by law for its activities hereunder.
- (E) Upon termination of this Agreement, County shall remove the Monitoring Wells in accordance with standard professional engineering practices and shall restore the surface area of the Property affected by the Monitoring Wells to its original condition to the extent reasonably possible.

2. Term.

- (A) The term of this Agreement shall commence upon the date of execution by the last Party (the "Effective Date") and shall terminate upon the expiration of five (5) years after the Effective Date (the "Term"), unless sooner terminated according to provisions herein.

- (B) County may terminate this Agreement at any time during the Term upon thirty (30) days written notice to Licensors. If this Agreement is so terminated by County, then County shall have a right to reclaim a pro-rata refund of the License Fee. Licensors shall submit such pro-rata amount to County within thirty (30) days of receipt of invoice from County.
- (C) This Agreement may be renewed upon the same terms and conditions for an additional five (5) year term by written agreement of the Parties.

3. Compensation and Payment.

- (A) In consideration of the rights granted to County under this Agreement, County shall pay Licensors an annual fee of two hundred and 00/100 dollars (\$200.00) per well (the "Annual Fee"). The first payment of the Annual Fee shall be made by County to Licensors within thirty (30) days after the Effective Date of this Agreement. Thereafter, each Annual Fee shall be paid on or about December 1st of every following calendar year during the remainder of the Term.
- (B) Licensors understand and agree that the Maximum Compensation payable to Licensors by County for the Term of this Agreement and the total maximum sum that County may become liable to pay Licensors hereunder shall not under any conditions or circumstances exceed Two Thousand and 00/100 Dollars (\$2,000).

4. Notice. Any and all notices required or permitted under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, or personally delivered to the following addresses:

If to County: Fort Bend County Engineering
 Attn: County Engineer
 301 Jackson Street, 4th Fl.
 Richmond, Texas 77469

And

Fort Bend County, Texas
Attention: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

If to Licensor : Dimas Bros. Construction, LLC
 2003 Center St.
 Richmond, Texas 77469

5. **No Assignment.** Neither Party may assign this Agreement to another party without the express written consent of the other Party to this Agreement, which consent shall not be unreasonably withheld. Licensor further understand and agree that County's rights and privileges conferred by this Agreement may be exercised by its agents, servants, employees, or contractors.
6. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
7. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, written or oral, pertaining to the subject matter of this Agreement. Any amendment to this Agreement must be in writing and signed by each Party to come into full force and effect.
8. **No Waiver of Powers or Immunity.** It is understood and agreed that, by execution of this Agreement, County does not waiver or surrender any of its governmental powers or immunity.
9. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each having equal force and effect of an original.

{Execution Pages Follow}

SIGNED and **ENTERED** this _____ day of _____, 2023.

FORT BEND COUNTY, TEXAS

KP George, County Judge

ATTEST:

Laura Richard, County Clerk

APPROVED:



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

LICENSOR

DIMAS BROS. CONSTRUCTION, LLC

By: _____

Managing Member

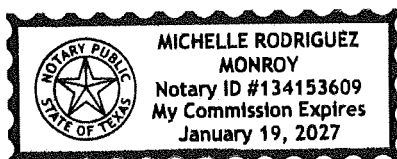
ACKNOWLEDGMENT

THE STATE OF TEXAS §

§

COUNTY OF Fort Bend §

On this 29th day of Fort Bend, 2024, this instrument was acknowledged before me, the undersigned notary, by Efrain Dimas Jr., Managing Member of Dimas Bros. Construction, LLC, a Texas limited liability company, on behalf of said limited liability company.



NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

i:\agreements\2023 agreements\engineering\dimas construction (23-eng-101079)\license agreement - dimas.docx - JLF

EXHIBIT A

(Follows Behind)

