

RESOLUTION NO. R-3756

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY, A LICENSE AGREEMENT, BY AND BETWEEN THE CITY OF ROSENBERG AND FORT BEND COUNTY, TEXAS, FOR THE PURPOSE OF INSTALLING AND MAINTAINING A GROUNDWATER MONITORING WELL ON A 0.740 ACRE TRACT OF LAND IN THE HENRY SCOTT LEAGUE, ABSTRACT NO. 83, IN FORT BEND COUNTY, TEXAS.

* * * * *

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSENBERG:

Section 1. The City Council of the City of Rosenberg hereby authorizes the City Manager to negotiate and execute a License Agreement (Agreement), by and between the City and Fort Bend County, Texas, for the purpose of installing and maintaining a groundwater monitoring well on a 0.740 acre tract of land in the Henry Scott League, Abstract No. 83, in Fort Bend County, Texas.

Section 2. A copy of said Agreement is attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED, APPROVED, AND RESOLVED this 17 day of September 2024.

ATTEST:

APPROVED:


Danyel Swint, TRMC, CITY SECRETARY


William Benton, MAYOR



LICENSE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This License Agreement ("Agreement") is made by and between CITY OF ROSENBERG, TEXAS ("Licensor" or "City"), a municipal corporation and home-rule city of the State of Texas, and FORT BEND COUNTY, TEXAS ("County" or "Licensee"), a political subdivision of the state of Texas (collectively referred to as the "Parties" and individually as a "Party") 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. R127034 and further described below:

Being a 0.740 acre tract of land located in the Henry Scott League, Abstract No. 83, in Fort Bend County, Texas, said tract being that same certain called 0.740 acre tract described in deed to the City of Rosenberg recorded in Volume 542, Page 120, Deed Records, Fort Bend County, Texas, and further located at Latitude: 29°32'41.14"N, and Longitude: 95°49'24.00"W (the "Property").

WHEREAS, County desires to access Licensor's Property for the purposes of maintaining, monitoring, and testing a ground water monitoring well, state codes GWMW26 on the Property; and

WHEREAS, by execution of this Agreement, the Parties desire to memorialize the terms by which County will access Licensor's Property for said Monitoring Well; and

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 testing of GWMW26 (the "Monitoring Well"), located on the Property, as provided on Exhibit "A" attached hereto and incorporated by reference for all intents and purposes.

- (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 between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday for the purposes of accessing the Monitoring Well 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 Well and shall further take reasonable measures and precautions to ensure that the Monitoring Well is 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 Well in accordance with standard professional engineering practices and shall restore the surface area of the Property affected by the Monitoring Well 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) The County or City may terminate this Agreement at any time during the Term upon thirty (30) days written notice to the other Party.

(C) This Agreement may be renewed upon the same terms and conditions for an additional three year term by written agreement of the Parties.

3. **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,
Richmond, Texas 77469

And

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

If to City: City of Rosenberg
Attn: City Manager
2110 4th Street
Rosenberg, Texas 77471

4. **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 understands and agrees that County's rights and privileges conferred by this Agreement may be exercised by its agents, servants, employees, or contractors.
5. **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.
6. **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.

7. **No Waiver of Powers or Immunity.** It is understood and agreed that, by execution of this Agreement, neither Party waives or surrenders any of its governmental powers or immunities.
8. **No Partnership.** Nothing contained in this Agreement shall be deemed or construed by the Parties, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between County and City; it being understood and agreed that neither any provisions contained in this Agreement, nor any acts of County or City, shall be deemed to create any relationship between County and City other than the contractual relationship established under this Agreement.
9. **Severability.** The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected.
10. **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 _____, 2024.

FORT BEND COUNTY, TEXAS

KP George, County Judge

ATTEST:

Laura Richard, County Clerk

APPROVED:

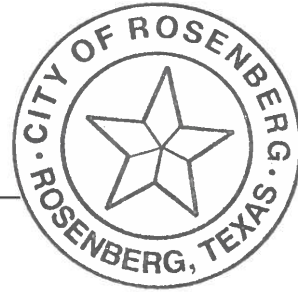


J. Stacy Slawsinski, P.E., County Engineer

CITY OF ROSENBERG, TEXAS



John Maresh, City Manager



ATTEST:



Danyel Swint, City Secretary

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Exhibit A



Proposed
GWMW/26

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