

**FORT BEND COUNTY FY 2010
COMMISSIONERS COURT AGENDA REQUEST FORM**

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 03/12/2010

Submitted By: P. Batts

Department: Engineering

Court Agenda Date: 03/23/2010

Phone Number: 281 633 7507

SUMMARY OF ITEM: Take all appropriate action on the License Agreement (renewal) between Fort Bend County and The Storage Place of Rosenberg (one well) for groundwater monitoring well on property located near Fort Bend County Landfill for a total expenditure of \$500.00, Precinct 1. (Fund: Landfill Fees)

RENEWAL AGREEMENT/APPOINTMENT

YES

☐

NO

☐

REVIEWED BY COUNTY ATTORNEY'S OFFICE:

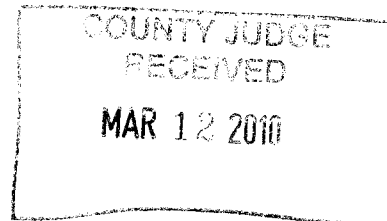
YES

☐

NO

☐

List Supporting Documents Attached:



Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)

If by E-Mail to ospindon@co.fort-bend.tx.us

If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☐
☐
☐
☐
☐
☐

Auditor (281-341-3774)
Budget Officer (281-344-3954)
Facilities/Planning (281-633-7022)
Purchasing Agent (281-341-8642)
Information Technology (281-341-4526)
Other:

☐
☐
☐
☐
☐
☐

Comm. Pct. 1 (281-342-0587)
Comm. Pct. 2 (281-403-8009)
Comm. Pct. 3 (281-242-9060)
Comm. Pct. 4 (281-980-9077)
County Clerk (281-341-8697)
County Atty (281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

3-30-10 2 origs ret. to Paulette at Engineering

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

LICENSE AGREEMENT

This Agreement is made on this the 9th day of MARCH, 2010, by and between The Storage Place of Rosenberg, A Texas General Partnership, having an address at P.O. Box 2879, Victoria, Texas 77902-2879, owner, the above-named party (hereinafter called "Licensor") and Fort Bend County, Texas (hereinafter called "County"), having its address at c/o County Judge, 309 South Fourth Street, Suite 719, Richmond, Texas 77469.

Recitals

Licensor is the owner of the real property (hereinafter called the "Property") described as follows:

A 4.697-acre tract of land, being a part of Lot No. 38 of Rosenberg Farms Subdivision, in the Henry Scott Survey A-83, Fort Bend County, Texas. Said property being bounded on the North by Rochelle Mellon, on the East by Bamore Street, on the West by City of Rosenberg tract, on the South by the City of Rosenberg 20' Alley.

County desires to exercise certain rights and privileges upon the property.

NOW, THEREFORE, it is agreed as follows.

License

1. County shall have the right to install, maintain, monitor, and sample this groundwater monitor well on the property.
2. County may install such groundwater monitor well to a depth of less than 100 feet.
3. County shall have the right to install one (1) groundwater monitor well (state-coded as GWMW 24) at a location on the Property indicated on the map attached as Exhibit "A" and Exhibit "C", which is hereby incorporated by reference fully herein.
4. County will construct such groundwater monitor well in accordance with the construction details presented in the attached Exhibit "B", which is hereby

incorporated by reference fully herein.

5. County shall have the rights of ingress and egress at all times necessary for the exercise of its rights and privileges upon the Property, subject to reasonable directions from Licensor regarding the manner of such ingress and egress. Specifically, County shall ensure that no damage is caused to any fences on or around the Property by reason of such ingress and egress; County shall ensure that all gates are closed, and locked if required, upon leaving the Property.

Consideration

In consideration for this License, County shall pay to Licensor the total sum of Five Hundred and No/100 Dollars (\$500.00) which sum shall be due and payable on or before the thirtieth (30th) day following the execution of this agreement by both parties. This payment is based on One Hundred and No/100 Dollars (\$100.00) annual maintenance cost for the five (5) year time extension (from the date of execution of this agreement by both parties).

Nonassignable

This license is granted only for the use and benefit of County, and such license shall not be assignable. However, it is expressly understood and agreed that (a) the County's rights and privileges upon the Property under this agreement shall actually be exercised by its agents, servants, and employees, contractors, subcontractors, and their agents, and (b) the County's exercise of its rights and privileges upon the Property hereunder may result in its generating public information; and that neither of such circumstances shall be construed as an assignment of this license.

Term

The license granted by Licensor to County hereunder shall remain in effect for a period of (5) five years from the date of execution of this agreement by both parties. Such license shall terminate at the end of said period time, without further action by Licensor, unless said period of time, without further action by Licensor, unless said period of time be extended in writing by Licensor. The license agreement was originally executed in year 2005 (for GWMW24), and this signed agreement is the first extension to the original agreement.

Duties of County

County shall have the exclusive right to control the installation, maintenance, and monitoring groundwater monitor well installed on the Property hereunder. County shall ensure that all federal, state, and local laws, including any applicable

statutes, rules, regulations, codes, and ordinances are fully observed in these regards. County will use its best efforts to see that the groundwater monitor well is constructed as nearly as possible to be level with the ground surface. County shall take all-reasonable precautions to ensure that the groundwater monitor well is marked and safeguarded so as not to present an unreasonable risk of injury to livestock or persons on the Property. Upon the termination of this license, County shall remove groundwater monitor well in accordance with standard engineering practices, and County shall, as nearly as reasonably possible, restore the surface estate to its original condition.

IN WITNESS WHEREOF, the following undersigned parties have executed this License Agreement on the dates indicate.

LICENSOR: Storage Place of Rosenberg, A Texas General Partnership
P.O. Box 2879
Victoria, Texas 77902-2879

COUNTY: Robert E. Hebert, County Judge
Fort Bend County, Texas
309 South Fourth Street, Suite 719
Richmond, Texas 77469

LICENSOR:
Storage Place of Rosenberg, A Texas General Partnership

By: *George D. Petty*
George D. Petty, Managing Partner

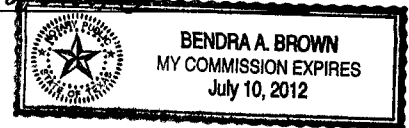
Date: MARCH 9, 2010

THE STATE OF TEXAS }
COUNTY OF VICTORIA }

BEFORE ME, the undersigned authority, on this day personally appeared George D. Petty, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he is the Managing Partner signing on behalf of said The Storage Place of Rosenberg, A Texas General Partnership, in the capacity stated.

GIVEN UNDER MY HAND and seal of office this 9th day of March, 2010 A.D.

Bendra A. Brown



Notary Public - signature

COUNTY OF FORT BEND:

By: Grady Prestage

Date: 3-23-2010

Grady Prestage, Commissioner Precinct 2
Presiding Officer, Commissioners Court, March 23, 2010

ATTEST:

Dianne Wilson

Dianne Wilson, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$500.00 to pay in full the
County's obligation in the foregoing Agreement.

Ed Sturdivant

Ed Sturdivant, County Auditor

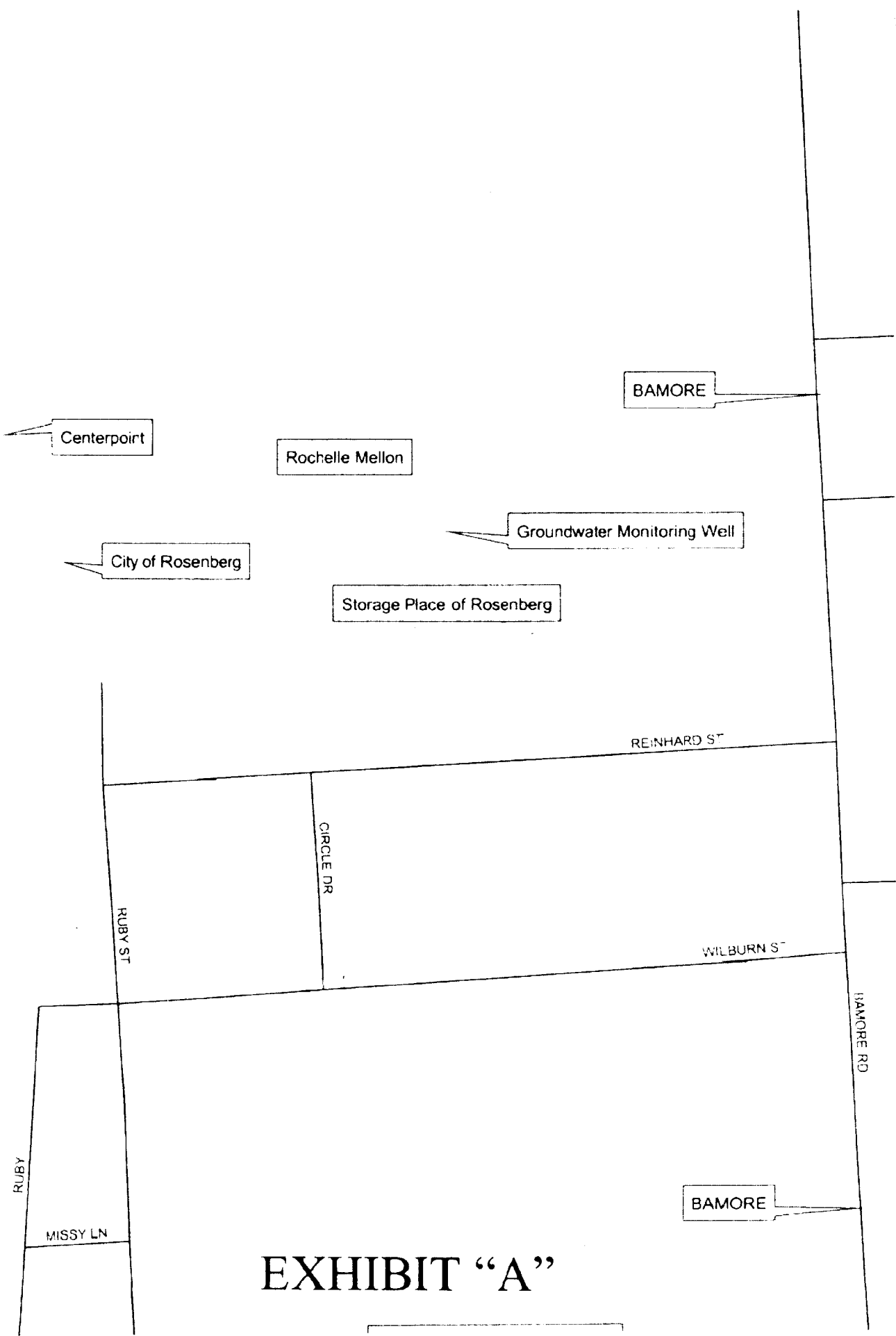
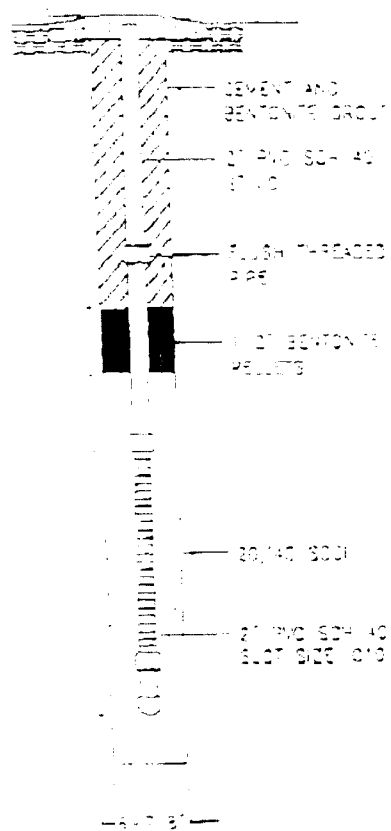
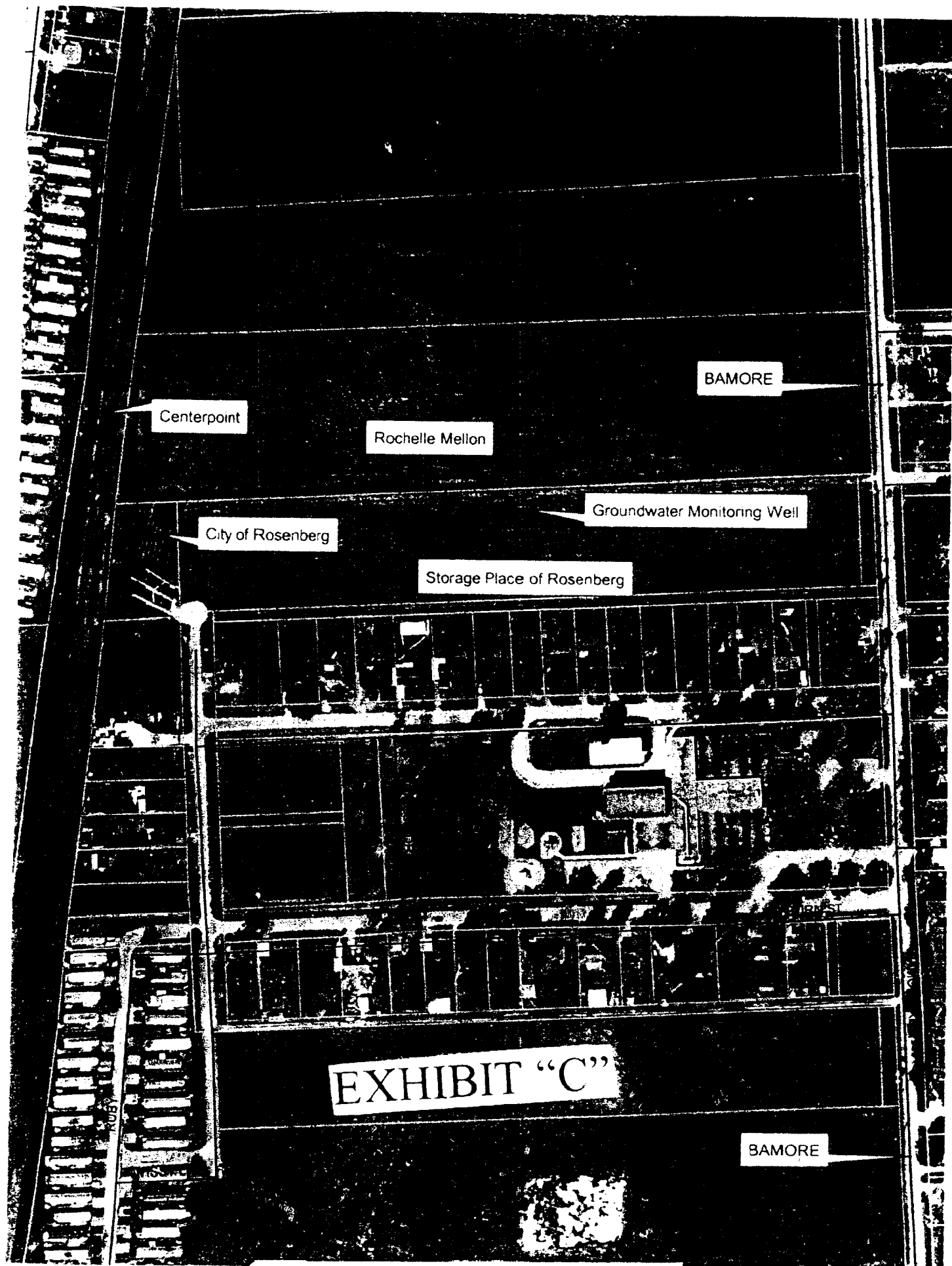


EXHIBIT "A"

EXHIBIT "B"

MONITORING WELL





RECORDER'S MEMORANDUM

This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes