

**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: 03/04/2010

Submitted By: P. Batts

Court Agenda Date: 03/23/2010

Department: Engineering

Phone Number: 281 633 7507

SUMMARY OF ITEM: Take all appropriate action on the License Agreements (renewal) between Fort Bend County and James and Julie Nabors (1Well) for groundwater monitoring wells on property located near the Fort Bend County Landfill for a total expenditure of \$600.00, 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:

<input type="checkbox"/> Auditor (281-341-3774)	<input type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input type="checkbox"/> Budget Officer (281-344-3954)	<input type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input type="checkbox"/> Facilities/Planning (281-633-7022)	<input type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input type="checkbox"/> Purchasing Agent (281-341-8642)	<input type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input type="checkbox"/> Information Technology (281-341-4526)	<input type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input type="checkbox"/> County Atty (281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

COUNTY JUDGE
RECEIVED

MAR 10 2010

4-6-10 2 origs. ret. to Paulette at Engineering

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

LICENSE AGREEMENT

This Agreement is made on this the _____ day of _____, 2010, by and between James and Julie Nabors, having an address at 600 Wilburn Street, Rosenberg, Texas 77471, owners (the above-named parties hereinafter collectively 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

- A. Licensor is the owner of the real property (hereinafter called the "Property") shown on the attached Exhibit "A" and described as follows:

A 0.2-acre tract of land in the Grunwald Addition, located at 600 Wilburn Street, Rosenberg, Texas, Fort Bend County. Said property being bounded on the North by Wilburn Street, on the East by Elisio Gomez 0.2-tract, on the South by the Assemblies of God Temple 4.76-acre tract, and on the West by Diane Mora 0.2-acre tract.

- B. 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 GWMW20) at a location on the Property indicated on the map attached as Exhibit "B", 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 "C", 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, and that no cattle are allowed to escape from 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

6. In consideration for this License, County shall pay to Licensor the sum of Six Hundred and No/100 Dollars (\$600.00), 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 from the conclusion of the previous agreement to the five (5) year time extension (from the date of execution of this agreement by both parties).

Nonassignable

7. 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 will be made directly available to Licensor by County.

Term

8. 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 2004 (for GWMW20), and this signed agreement is the first extension to the original agreement.

Duties of County

9. 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

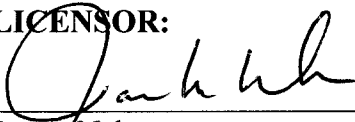
ordinances are fully observed in these regards. County will use its best efforts to see that the groundwater monitor well is constructed as nearly as possible to be level with the ground surface. County shall take all reasonable precautions to ensure that the groundwater monitor well is marked and safeguarded 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: James and Julie Nabors
600 Wilburn Street
Rosenberg, Texas 77471

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

LICENSOR:



James Nabors
Date: 3/9/10



Julie Nabors
Date: 3/9/10
