

**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: 03/10/2010

Department: Engineering

Phone Number: 281 633 7507

**SUMMARY OF ITEM:** Take all appropriate action on the License Agreements (renewal) between Fort Bend County and Arturo C. Martinez ( 2 Wells ) for groundwater monitoring wells on property located near the Fort Bend County Landfill for a total expenditure of \$1,400.00, Precinct 1. (Fund: Landfill Fees)

**RENEWAL AGREEMENT/APPOINTMENT**

YES

☐

NO

☐

**REVIEWED BY COUNTY ATTORNEY'S OFFICE:**

YES

☐

NO

☐

List Supporting Documents Attached:

**COUNTY JUDGE  
RECEIVED**

**MAR 10 2010**

**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](mailto: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):**

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 \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between Arturo C. Martinez, having an address at 901 Blume Road, Rosenberg, Texas 77471 (the above-named party 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 9.15-acre tract of land in the Henry Scott Survey A-83, located at 901 Blume Road, Rosenberg, Texas, Fort Bend County. Said property being bounded on the North by Seabourne Mobile Home Park 9.395-acre tract, on the East by Centerpoint Energy property, on the South by CSR Inc. 5-acre tract, and on the West by Blume Road.

- 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 these groundwater monitor wells on the property.
2. County may install such groundwater monitor wells to a depth of less than 100 feet.
3. County shall have the right to install two (2) groundwater monitor wells (state-coded as GWMW15 and GWMW16) 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 wells 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 One Thousand, Four Hundred, and No/100 Dollars (\$1,400.00), which sum shall be due and payable on or before the thirtieth (30<sup>th</sup>) 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 2003 (for both GWMW15 and GWMW16), 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 wells 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 wells are constructed as nearly as possible to be level with the ground surface. County shall take all reasonable precautions to ensure that the groundwater monitor wells are 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 wells 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.

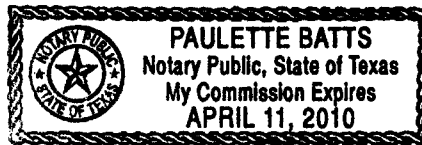
**LICENSOR:** Arturo C. Martinez  
901 Blume Road  
Rosenberg, Texas 77471

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

**LICENSOR:**

  
Arturo Martinez

Date: 3 - 10 - 2010



THE STATE OF TEXAS                    }  
COUNTY OF FORT BEND                }

BEFORE ME, the undersigned authority, on this day personally appeared Arturo C. Martinez, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he is the property owner in the capacity stated.

GIVEN UNDER MY HAND and seal of office this 10<sup>th</sup> day of March, 20 10 A.D.

Paulette Batts

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

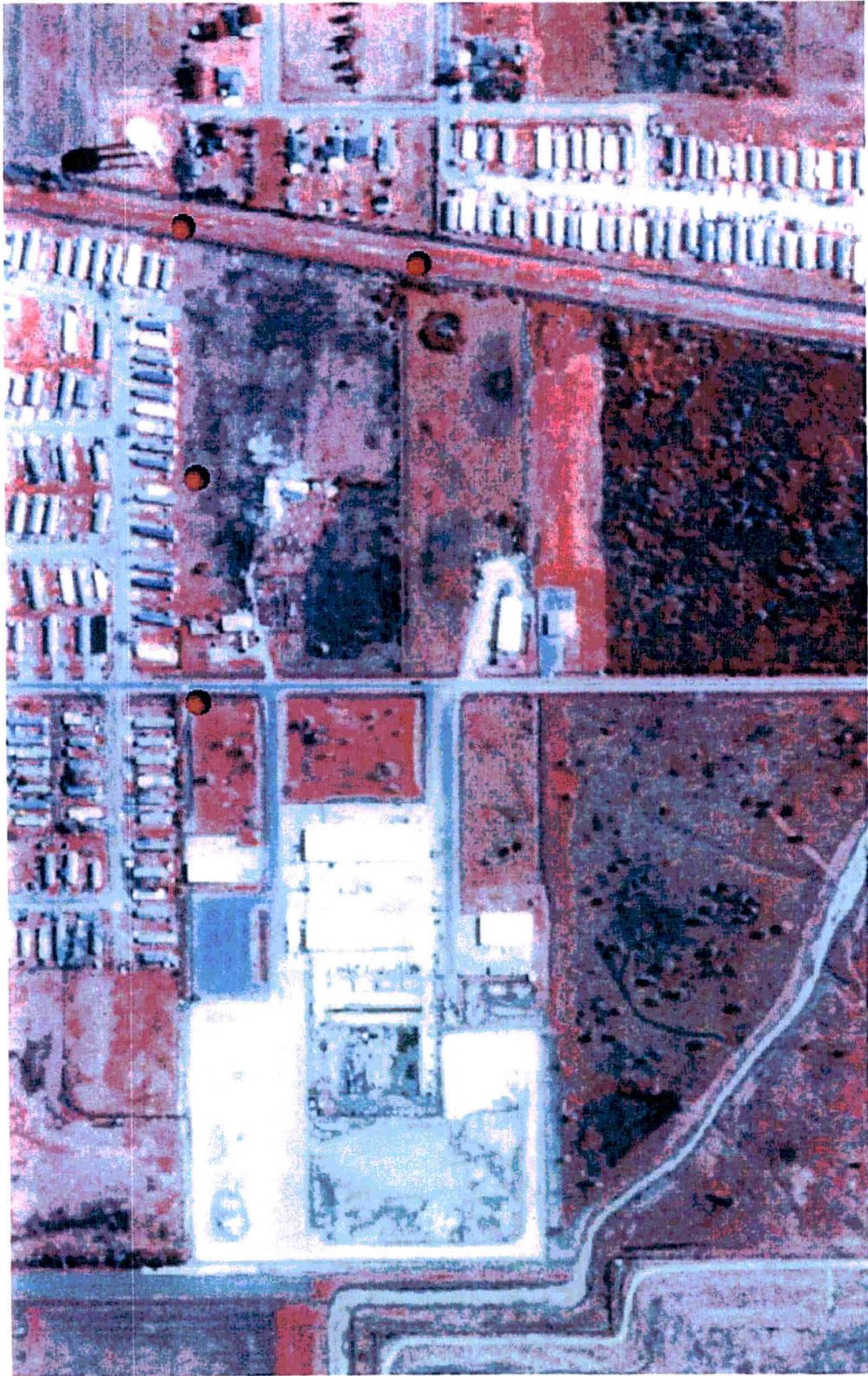
Dianne Wilson, County Clerk

#### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$1,400.00 to pay in full the County's obligation in the foregoing Agreement.

Ed Sturdivant  
Ed Sturdivant, County Auditor

"B"



"C"

## MONITORING WELL

