

**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: 03/23/2010

Submitted By: P. Batts

Department: Engineering

Court Agenda Date: 04/06/2010

Phone Number: 281 633 7507

**SUMMARY OF ITEM:** Take all appropriate action on the License Agreement (renewal) between Fort Bend County and Marla Jurek (1 well) for groundwater monitoring wells on property located near the 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:**

RECEIVED  
MAR 23 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):**

4-6-10 2 orig. ret. to Portette 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 Marla Jurek, having an address at 712 Wilburn Street, Rosenberg, Texas 77471 (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

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

A 0.3-acre tract of land, being located in Lot No. 43 in Rosenberg Farms Subdivision, in the Henry Scott Survey A-83, Fort Bend County, Texas. Said property being bounded on the North by Wilburn Street, on the East by Bamore Street, on the West by a 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 GWMW23) 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 (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 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 GWMW23), 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:** Marla Jurek  
712 Wilburn Street  
Rosenberg, TX 77471

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

**LICENSOR:**

Marla Jurek  
Marla Jurek

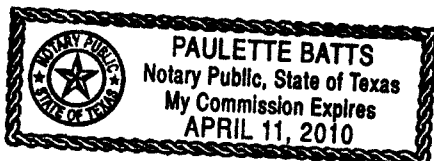
Date: 3-23-2010

THE STATE OF TEXAS     }  
COUNTY OF FORT BEND   }


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

GIVEN UNDER MY HAND and seal of office this 23rd day of March, 2010 A.D.

Paulette Batts  
Notary Public - signature



**COUNTY OF FORT BEND:**

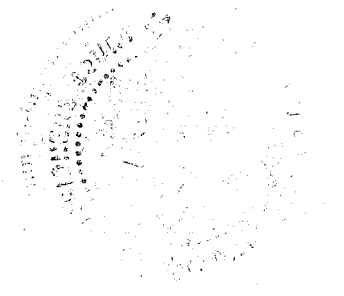
By:  Date: 4-6-2010  
Robert E. Hebert, County Judge

ATTEST:   
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.

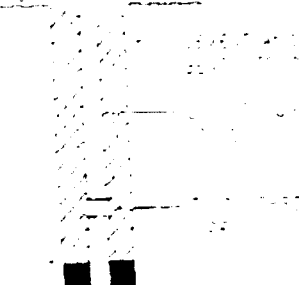
  
Ed Sturdivant, County Auditor





Age Group	1970	1980	1990	2000	2010	2020
0-14	25	22	18	15	12	10
15-24	20	18	15	12	10	8
25-34	15	12	10	8	6	5
35-44	10	8	6	5	4	3
45-54	8	6	5	4	3	2
55-64	5	4	3	2	1	1
65-74	10	12	15	18	22	25
75+	2	3	4	5	6	8

1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 26



The first of these is the *Journal of the American Medical Association* (JAMA), which has been the most influential of the medical journals in the United States. It was founded in 1883 and has since then published a wide range of medical research, including clinical trials, case reports, and reviews. The journal is published weekly and is one of the most widely read medical journals in the world.

The second of these is the *New England Journal of Medicine* (NEJM), which was founded in 1812 and is one of the oldest medical journals in the United States. It is published weekly and is one of the most influential medical journals in the world. The journal is known for its high-quality research and its focus on clinical medicine.

The third of these is the *Lancet*, which was founded in 1823 and is one of the oldest medical journals in the world. It is published weekly and is one of the most influential medical journals in the world. The journal is known for its high-quality research and its focus on clinical medicine.

The fourth of these is the *British Medical Journal* (BMJ), which was founded in 1847 and is one of the oldest medical journals in the world. It is published weekly and is one of the most influential medical journals in the world. The journal is known for its high-quality research and its focus on clinical medicine.

The fifth of these is the *Annals of Internal Medicine* (AIM), which was founded in 1925 and is one of the oldest medical journals in the world. It is published weekly and is one of the most influential medical journals in the world. The journal is known for its high-quality research and its focus on clinical medicine.

The sixth of these is the *Journal of the American Academy of Child and Adolescent Psychiatry* (JAACAP), which was founded in 1966 and is one of the oldest medical journals in the world. It is published weekly and is one of the most influential medical journals in the world. The journal is known for its high-quality research and its focus on clinical medicine.

The seventh of these is the *Journal of the American Psychiatric Association* (JAPA), which was founded in 1903 and is one of the oldest medical journals in the world. It is published weekly and is one of the most influential medical journals in the world. The journal is known for its high-quality research and its focus on clinical medicine.

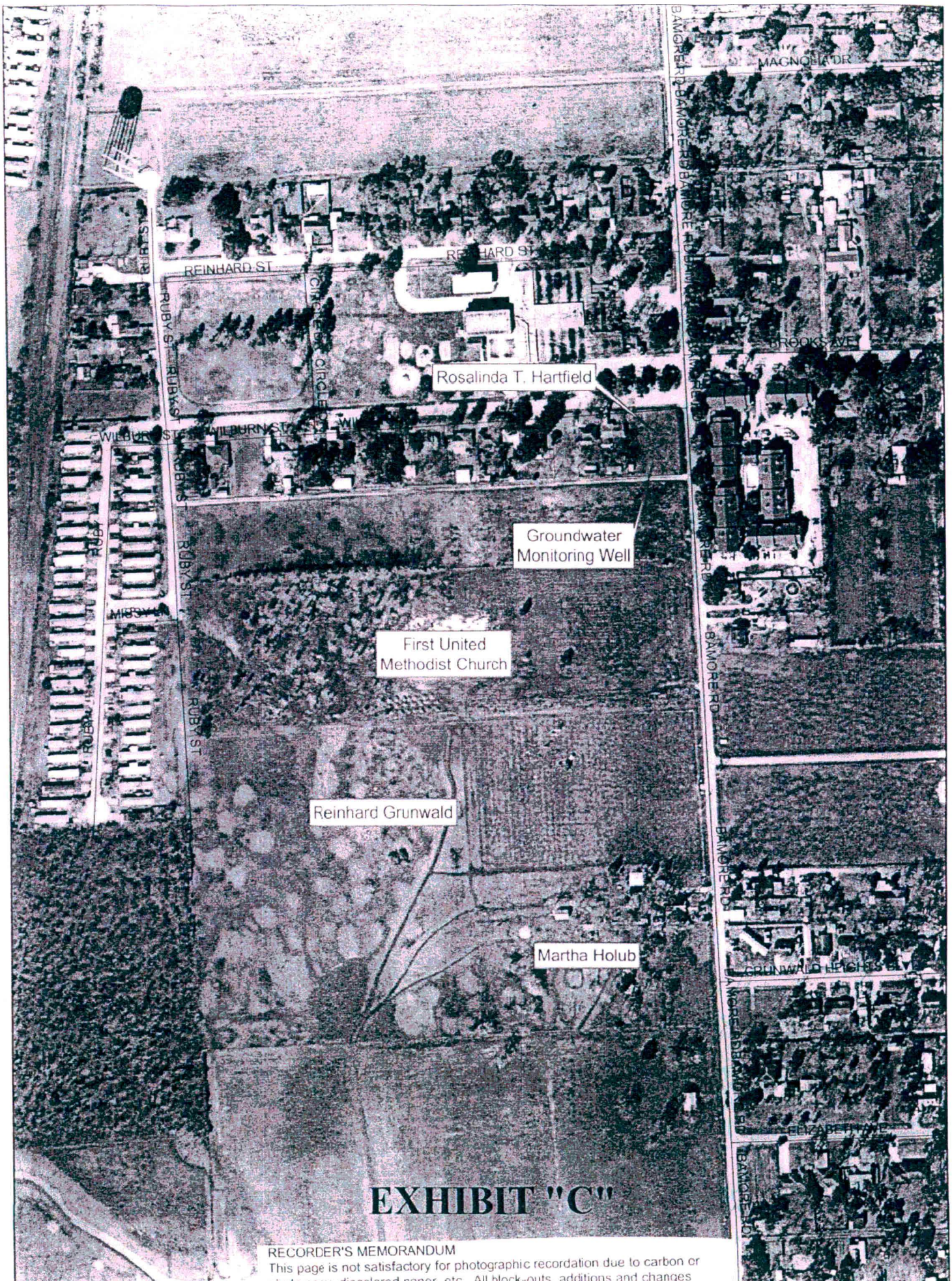
The eighth of these is the *Journal of the American Geriatrics Society* (JAGS), which was founded in 1963 and is one of the oldest medical journals in the world. It is published weekly and is one of the most influential medical journals in the world. The journal is known for its high-quality research and its focus on clinical medicine.

The ninth of these is the *Journal of the American Society of Nephrology* (JASN), which was founded in 1992 and is one of the oldest medical journals in the world. It is published weekly and is one of the most influential medical journals in the world. The journal is known for its high-quality research and its focus on clinical medicine.

The tenth of these is the *Journal of the American Society of Hypertension* (JASH), which was founded in 2013 and is one of the oldest medical journals in the world. It is published weekly and is one of the most influential medical journals in the world. The journal is known for its high-quality research and its focus on clinical medicine.

Figure 1 is a schematic representation of the experimental design. It shows a sequence of events: Pretest, Training, and Test. Each of these main stages is further divided into two sub-steps: Pretest 1 and Pretest 2, Training 1 and Training 2, and Test 1 and Test 2. Arrows indicate the flow from Pretest to Training to Test. A box labeled 'Feedback' is shown between Training and Test. A box labeled 'Transfer' is shown between Test and a final box labeled 'Transfer'.





## EXHIBIT "C"

### 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