

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

LICENSE AGREEMENT

This Agreement is made on this the 16th day of July, 2010, by and between Cable Service Repair (C.S.R.), Inc., having an address at 1131 Blume Road, Rosenberg, Texas 77471, Keith Nutt and Kent Nutt, 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 5-acre tract of land in the Henry Scott Survey A-83, located at 1131 Blume Road, Rosenberg, Texas, Fort Bend County. Said property being bounded on the North by Arturo Martinez 9.15-acre tract, on the East by Centerpoint Energy property, on the South by the City of Rosenberg 2.797-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 GWMW13 and GWMW14) 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, Seven Hundred, and No/100 Dollars (\$1,700.00), 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 agreements 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 agreements were originally executed in year 2000 (for GWMW13) and year 2003 (for GWMW14), and this signed agreement is the first extensions to the original agreements.

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: Cable Service and Repair, Inc.
Keith Nutt and Kent Nutt
P.O. Box 385
Rosenberg, Texas 77471

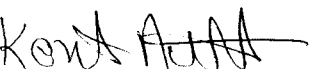
COUNTY: Robert E. Hebert, County Judge
Fort Bend County, Texas
309 South Fourth Street, Suite 719
Richmond, Texas 77469

LICENSOR:



Keith Nutt

Date: 7-16-10



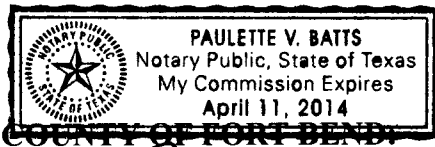
Kent Nutt

Date: 7-16-10

THE STATE OF TEXAS }
COUNTY OF _____}

BEFORE ME, the undersigned authority, on this day personally appeared _____, 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 Cable Service and Repair, Inc., in the capacity stated.

GIVEN UNDER MY HAND and seal of office this 16th day of July, 20 10 A.D.



Paulette V. B. B.

Notary Public - signature

By: Robert E. Hebert
Robert E. Hebert, County Judge

Date: 8-3-10

ATTEST:

Hudson

Dianne Wilson, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$1,700.00 to pay in full the County's obligation in the foregoing Agreement.

Ed Sturdivant, County Auditor

"B"

N



"C"

MONITORING WELL

