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THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

AGREEMENT FOR ACCESS TO WATER

THIS AGREEMENT (the "Agreement") is entered into by and between Fort Bend County, Texas, (the "County"), a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, and The George Foundation, a Texas charitable trust, (the "Foundation"). The County and the Foundation collectively are referred to herein as the "Parties" and individually as a "Party".

WHEREAS, the County is participating in the US 59/FM 762 Landscape Project (the "Project") which requires a source of water for irrigation purposes; and

WHEREAS, the Foundation owns property near the intersection of US 59 and FM 762 (the "Property") with the ability to serve the Project with a source of water for irrigation purposes; and

WHEREAS, the Parties wish to enter this Agreement for the purposes set forth herein.

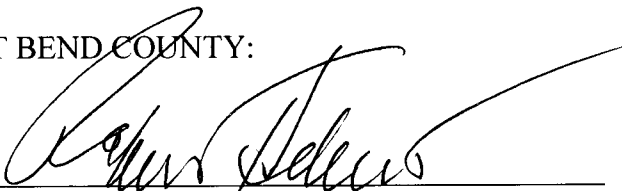
NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations, and benefits of this Agreement, the County and the Foundation contract and agree as follows:

1. The Foundation agrees to make a source of water available from the Property to the County for irrigation purposes to benefit the Project.
2. Should the Foundation develop the Property for commercial or retail purposes and install permanent infrastructure through an extension of water lines, County shall have access to such infrastructure to access water.
3. Should the Foundation have an existing water well located on the Property that the County finds reasonably feasible for County use to irrigate the Project, County shall have access to use such water well to access water.
4. If no feasible water source is available to the County located on Foundation's property (either by allowing access to an existing water well reasonably feasible for County use or extension of water lines) within two years of the effective date of this Agreement, County may lease a minimum 3,600 square foot area within the Property to be specifically determined and agreed upon by the Parties for the construction and operation of a water well for a term until Foundation makes a water source available to County.

5. County's operation and use of any water well on the Property shall cease upon permanent water source being made available to County.
6. County will remove the water well within twelve (12) months of discontinuing use of well and, restore the Property to existing condition prior to installation of water well.
7. Foundation shall grant a temporary easement to be determined by the Parties for the installation, operation and removal of the water well, as needed.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the date executed by County.

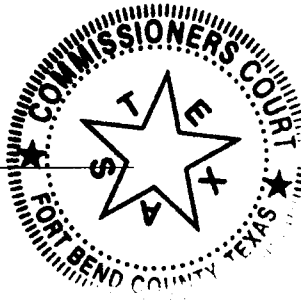
FORT BEND COUNTY:


Robert E. Hebert, County Judge

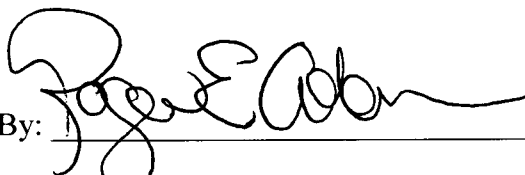
8-12-14
Date

Attest:


Dianne Wilson, County Clerk



THE GEORGE FOUNDATION

By: 

8/7/14
Date