

THE STATE OF TEXAS                   §  
COUNTY OF FORT BEND               §

### LICENSE AGREEMENT

This Agreement is made on this the 10/28/2016 day of \_\_\_\_\_, 2016, by and between James and Julie Nabors, having an address at P.O. Box 6462 Paris, TX. 75461, 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, 401 Jackson Street, 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 (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 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 Julia Nabors  
P.O. Box 6462  
Paris, TX 75461

**COUNTY:** Fort Bend County, Texas  
Attention: County Judge

401 Jackson Street  
Richmond, Texas 77469

**LICENSOR:**

  
James Nabors

Date: 10/28/2016

  
Julia Nabors

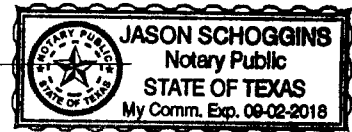
Date: October 28, 2016

THE STATE OF TEXAS                    }  
COUNTY OF \_\_\_\_\_}

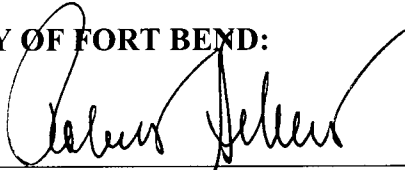
James & Julia Nabers BEFORE ME, the undersigned authority, on this day personally appeared  
the foregoing instrument, and acknowledged to me that they are the property owners in  
the capacity stated.

GIVEN UNDER MY HAND and seal of office this 28<sup>th</sup> day of  
October, 20 16 A.D.

\_\_\_\_\_  
Notary Public - signature



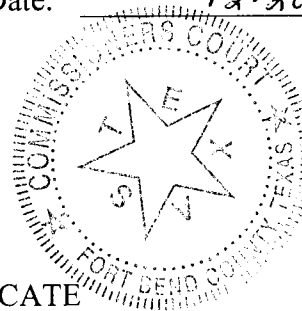
COUNTY OF FORT BEND:

By:   
Robert E. Hebert, County Judge

Date: 12-30-2016

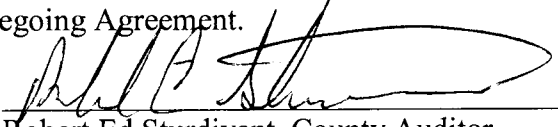
ATTEST:

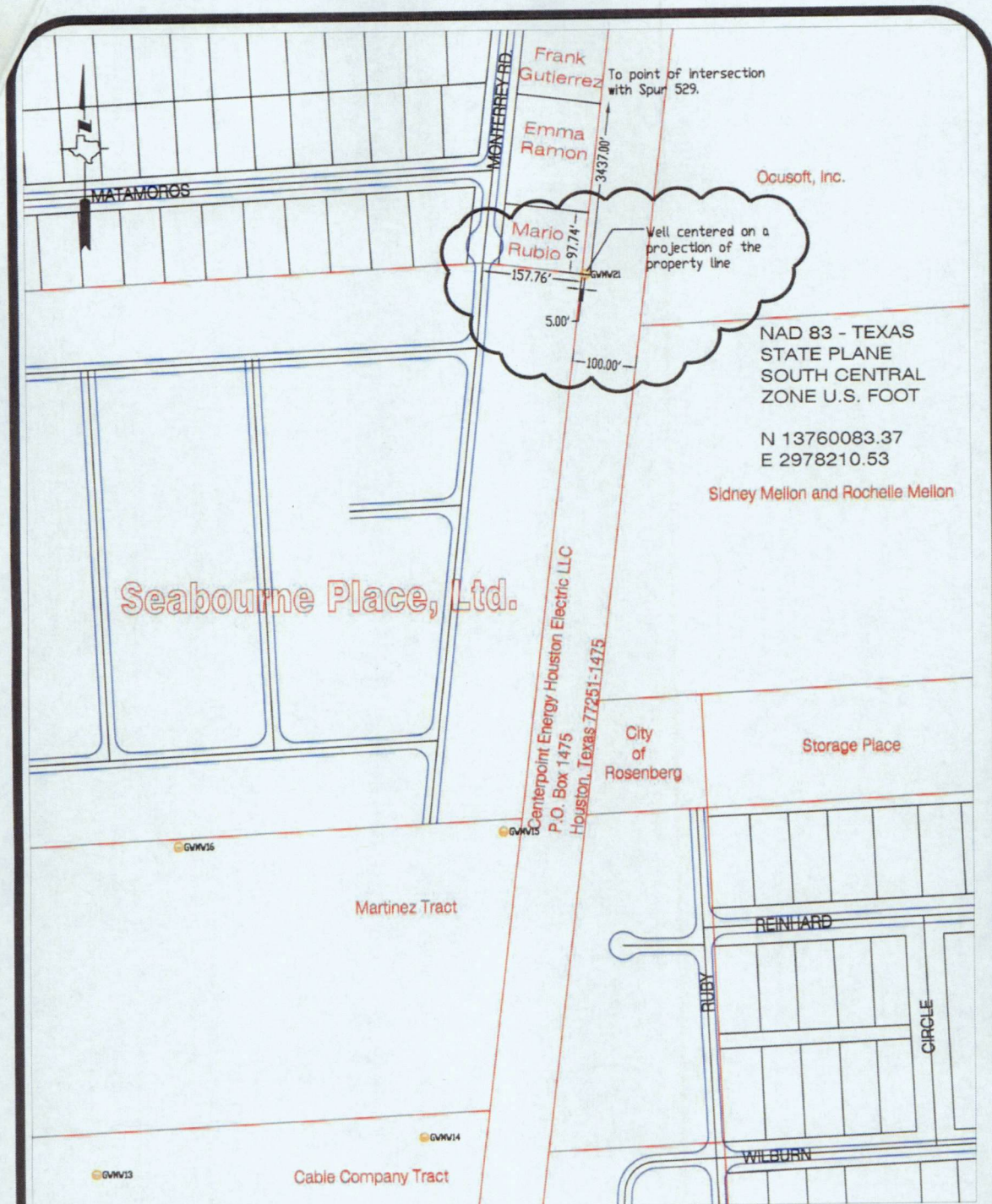
  
Laura Richard, County Clerk



#### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$600.00 to pay in full the  
County's obligation in the foregoing Agreement.

  
Robert Ed Sturdivant, County Auditor



I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF SURVEY AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS.

PLAT OF

A PORTION OF A 25.647 ACRE TRACT LOCATED IN THE HENRY SCOTT LEAGUE, ABSTRACT 83, THE HUGH ROGERS SURVEY, ABSTRACT 310, AND THE J.R. WEED SURVEY, ABSTRACT 663, COMPRISING THE CENTERPOINT ENERGY HOUSTON ELECTRIC LLC PROPERTY, BEING MORE FULLY DESCRIBED IN VOLUME 1908, PAGE 207, EXHIBIT "A" TRACT 1-A OF THE DEED RECORDS OF FORT BEND COUNTY, TEXAS.

Exhibit "A"

RONALD D. DRACHENBERG  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NUMBER 3939

Drawn By: L. Brdecka  
Date: 9-7-05  
Approved By: R. Drachenberg  
Date: 9-7-05  
Scale  
1" = 200'-0"

Fort Bend County Landfill  
Proposed GWMW21 Well Site  
Rosenberg, Texas

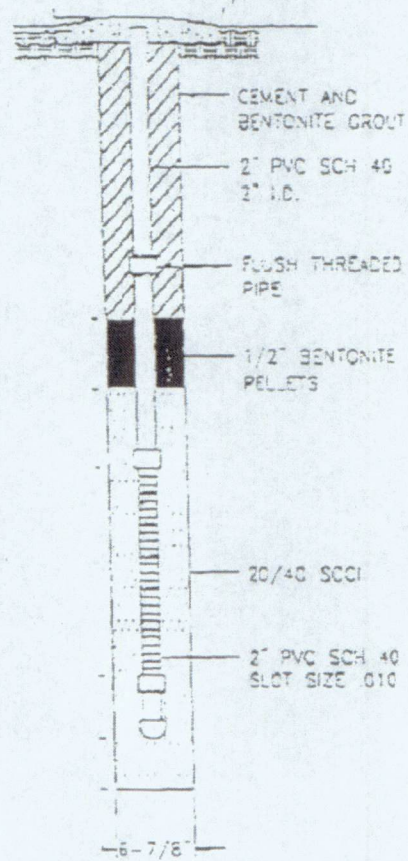
Fort Bend County Engineering Dept.  
1124 Blume Road  
Rosenberg, Texas 77471



# EXHIBIT "B"

AS PER ORIGINAL

## MONITORING WELL







I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF SURVEY AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS.

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A PORTION OF A 25.647 ACRE TRACT LOCATED IN THE HENRY SCOTT LEAGUE, ABSTRACT 83, THE HUGH ROGERS SURVEY, ABSTRACT 310, AND THE J.R. WEED SURVEY, ABSTRACT 663, COMPRISING THE CENTERPOINT ENERGY HOUSTON ELECTRIC LLC PROPERTY, BEING MORE FULLY DESCRIBED IN VOLUME 1908, PAGE 207, EXHIBIT 'A' TRACT 1-A OF THE DEED RECORDS OF FORT BEND COUNTY, TEXAS.

#### Exhibit "C"

*Ronald Drachenberg*  
RONALD D. DRACHENBERG  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NUMBER 3939

Drawn By: L. Brdecka  
Date: 11-15-05  
Approved By: R. Drachenberg  
Date: 11-15-05  
Scale  
1" = 200'-0"

Fort Bend County Landfill  
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