

THE STATE OF TEXAS                   §  
COUNTY OF FORT BEND               §

### LICENSE AGREEMENT

This Agreement is made on this the 24<sup>th</sup> day of October, 2016, by and between Vickie Hanan, 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, 401 Jackson Street, 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:** Vickie Hanan  
712 Wilburn Street  
Rosenberg, TX 77471

**COUNTY:** Fort Bend County, Texas  
Attention: County Judge  
  
401 Jackson Street  
Richmond, Texas 77469

**LICENSOR:**

Vickie D. Hanan  
Vickie Hanan

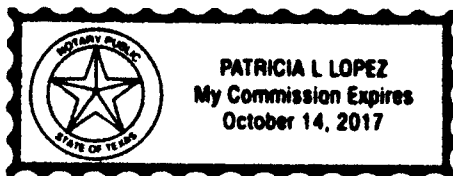
Date: 10/24/16

THE STATE OF TEXAS     }  
COUNTY OF FORT BEND   }

BEFORE ME, the undersigned authority, on this day personally appeared Vickie Hanan, 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 24<sup>th</sup> day of October, 2016 A.D.

Patricia L. Lopez - Ortega  
Notary Public - signature



**COUNTY OF FORT BEND:**

By: \_\_\_\_\_

Robert E. Hebert, County Judge

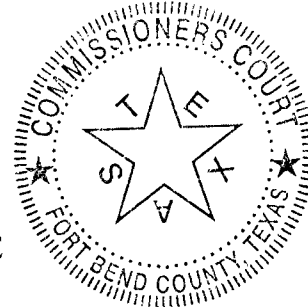
Date: \_\_\_\_\_

12-20-2016

ATTEST:

*Laura Richard*

Laura Richard, County Clerk

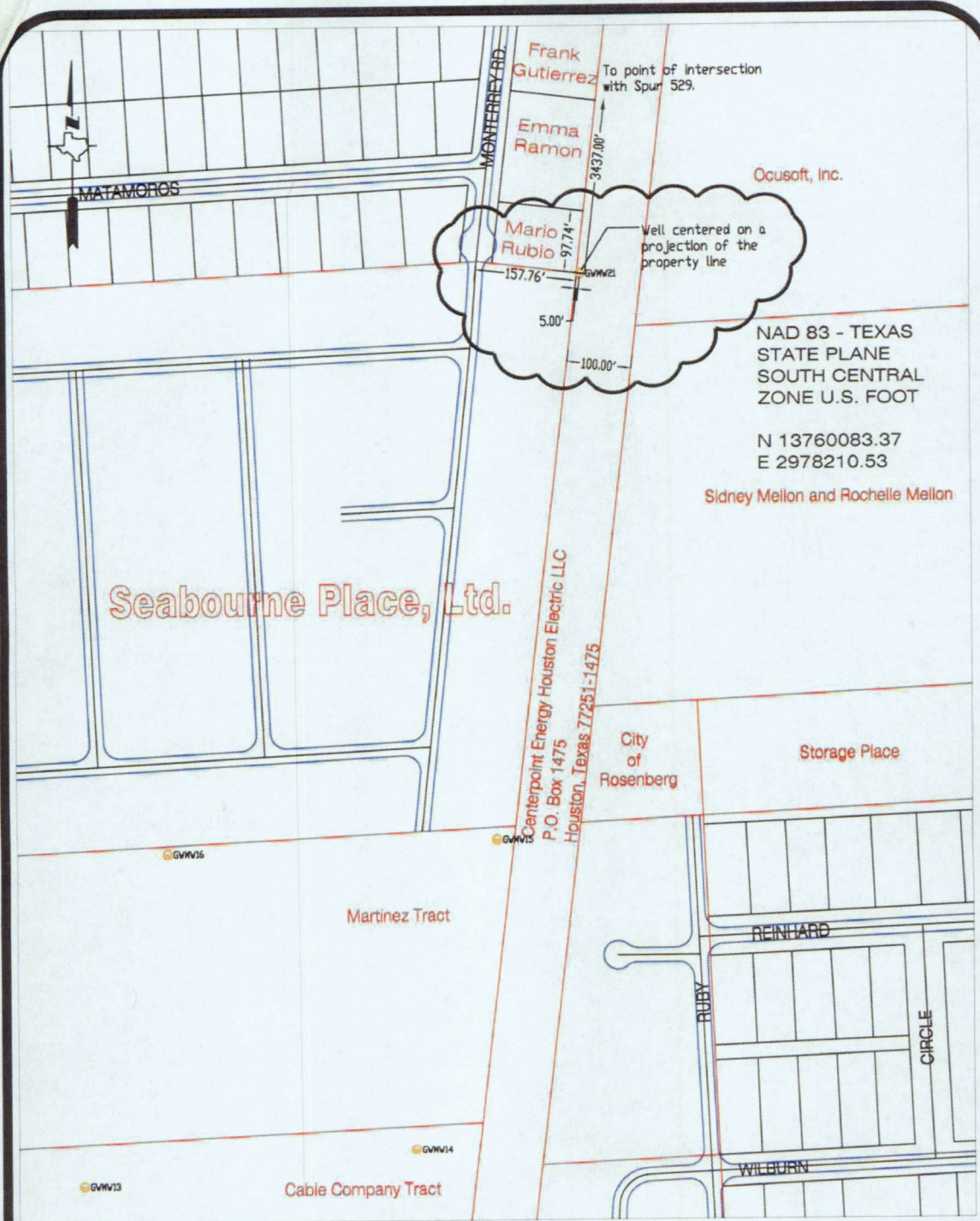


**AUDITOR'S CERTIFICATE**

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.

*Robert Ed Sturdivant*

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"

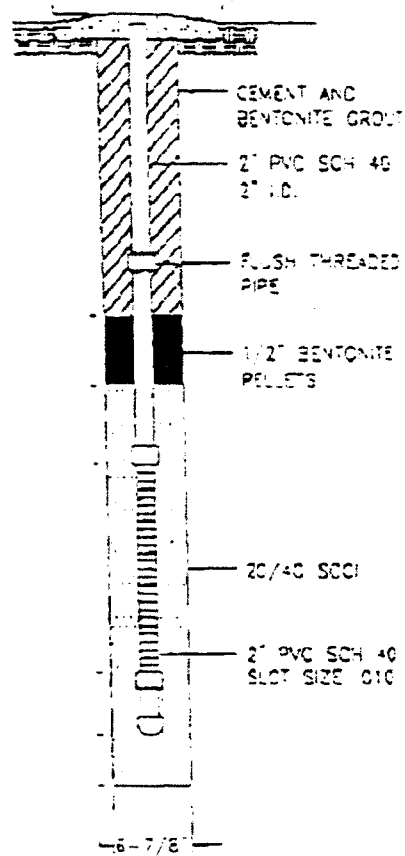
Fort Bend County Landfill  
Proposed GWMW21 Well Site  
Rosenberg, Texas

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

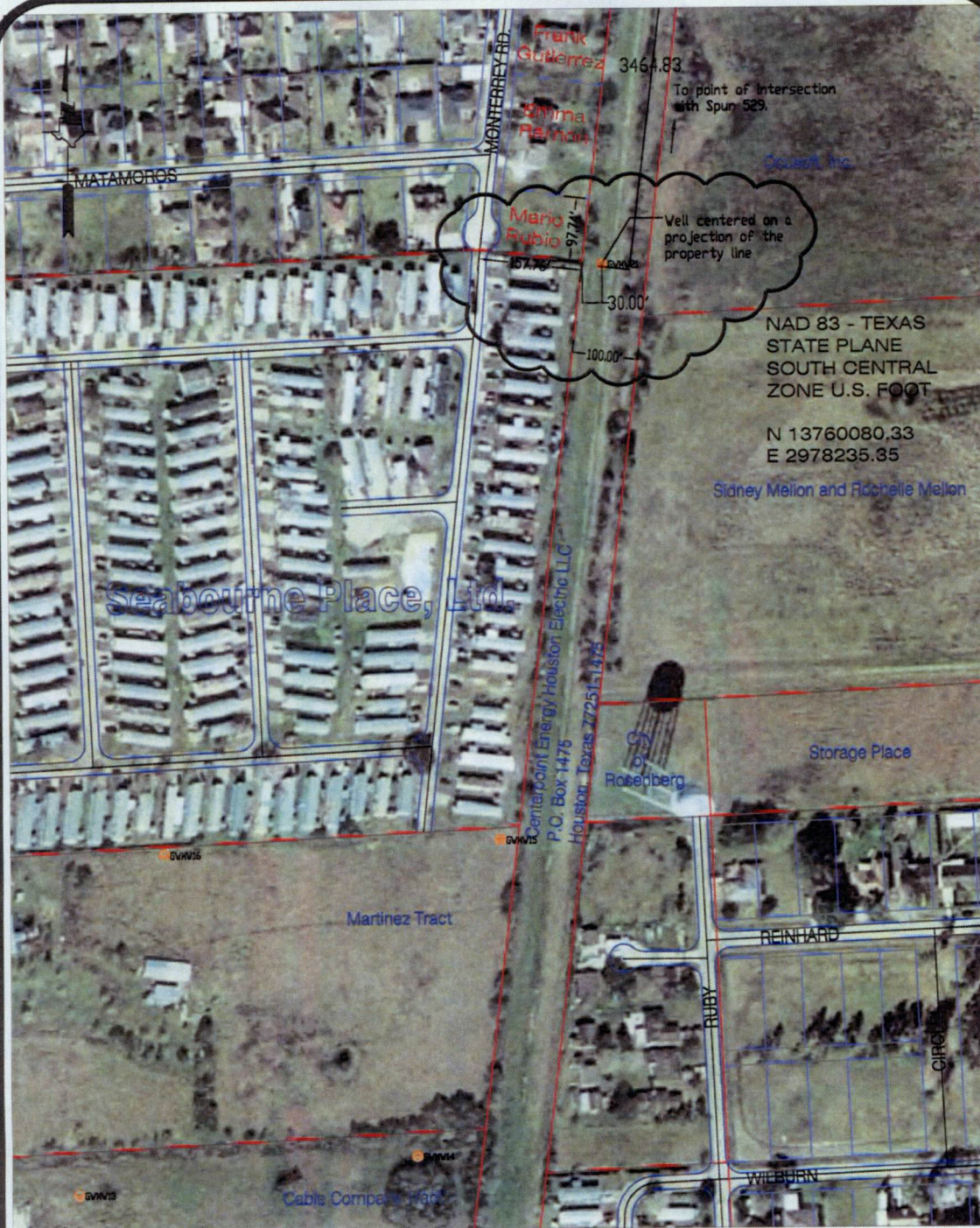
# EXHIBIT "B"

## MONITORING WELL

AS PER ORIGINAL







NAD 83 - TEXAS  
STATE PLANE  
SOUTH CENTRAL  
ZONE U.S. FOOT

N 13760080.33  
E 2978235.35

Sidney Mellon and Rochelle Mellon

Seabourne Place, Ltd.

City of  
Rosenberg

Storage Place

Martinez Tract

REINHARD

Cable Company Road

WILBUEN

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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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  
Proposed GWMW21 Well Site  
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Fort Bend County Engineering Dept.  
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