

87



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AGREEMENT FOR ACCESS AND USE

**THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF FORT BEND §**

THAT the undersigned, **GRANTOR** (hereinafter referred to as "GRANTOR"), whose address is c/o Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027 (hereinafter referred to as "GRANTOR", whether one or more), does hereby grant unto the said, **COUNTY OF FORT BEND, TEXAS** (hereinafter referred to as "GRANTEE"), whose address is 301 Jackson Street, Richmond, Texas 77469, a temporary right to access the property identified as Easement No. 1 and Easement No. 2 situated in Fort Bend County, Texas, as further described and depicted on **Exhibit "A"** attached hereto and made a part hereof (collectively, "Grantor's Land") for the Purposes (as defined below) to be performed by Grantee on, over, across, through and under Grantor's Land.

TO HAVE AND TO HOLD said rights and privileges unto Grantee, its successors and assigns, for Grantee's performance of clearing and grubbing operations and construction (the "Purposes") on Grantor's Land in anticipation of the construction of the Grantee's expansion of Sugar Land Howell Road (the "Project") pursuant to the plans attached hereto and incorporated herein as **Exhibit "B"**, subject to the following conditions:

1. The Term for this agreement shall be for the period of six (6) months from the date of execution of this instrument by the parties hereto or upon Grantee's completion of the Project, whichever is later.
2. At all times immediately after performing any work on Grantor's Land for the Purposes set forth herein, Grantee at its sole cost and expense, shall restore the surface of Grantor's Land (and any applicable portion of the Existing Fence, as provided below) to substantially the condition that existed prior to the undertaking of such work.
3. Grantor expressly reserves the right to the use and enjoyment of Grantor's Land for any and all purposes, and in no event shall Grantee's use of Grantor's Land for the Purposes set forth herein interfere with Grantor's use of Grantor's Land, including without limitation, Grantor's access to and from Grantor's wastewater treatment facility ("Grantor's Facilities").
4. Grantee hereby acknowledges that the existing intruder resistant fence (the "Existing Fence") around Grantor's Facilities is required by the Texas Commission on Environmental Quality ("TCEQ") and Grantor. In the event that Grantee's construction of the Project requires the temporary removal of a portion of the Existing Fence, Grantee shall provide written notice of same to Grantor and any such removal by Grantee shall be subject to Grantor's prior written approval. If such removal is approved by Grantor, Grantee shall be required to install and maintain temporary fencing (equal in height to the Existing Fence), at its sole cost and expense, within the removed portion of the Existing Fence at all times during the construction of the Project. Upon completion of the Project, Grantee shall be required to replace any such

temporary fencing with permanent commercial fencing (similar in height, materials and quality to the Existing Fence), at its sole cost and expense, and restore the removed portion of the Existing Fence to substantially the condition that existed prior to the undertaking of such removal.

5. It is understood and agreed that this grant is not a conveyance of the lands described herein or of any interest in the oil, gas and other minerals in, on or under said lands, but is a grant solely of the right to access Grantor's Land for the Purposes set forth herein. This grant is made subject to all applicable laws, ordinances, easements, leases, restriction, reservations or covenants, either of record or evidenced by improvements upon the ground and to the extent same are in force.
6. It is agreed that this Agreement covers all agreements between the parties and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms of this Agreement. It is understood and agreed that this Agreement, during its term, and all rights, privileges, and obligations created herein shall run with the land and shall inure to the benefit of and be binding upon the legal representatives, heirs, executors, administrators, successors, and assigns of the parties hereto.
7. This instrument may be signed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute on instrument.

[Signature pages follow this page.]

EXECUTED this 16th day of February, 2018.

GRANTOR:

RENN ROAD MUNICIPAL UTILITY DISTRICT OF HARRIS AND FORT BEND COUNTIES, TEXAS, a political subdivision of the State of Texas

By: [Signature]
Name: Russell G. Cook
Title: President

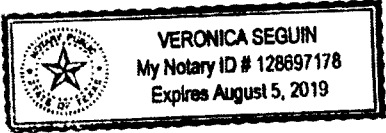
ATTEST:

By: [Signature]
Name: Mano Peralta
Title: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me on the 16th day of February, 2018, by Russell G. Cook, the President, and Mano Peralta, the Secretary of the Board of Directors of RENN ROAD MUNICIPAL UTILITY DISTRICT OF HARRIS AND FORT BEND COUNTIES, TEXAS, a political subdivision of the State of Texas, on behalf of said political subdivision.

(NOTARY SEAL)



[Signature]
Notary Public, State of Texas

EXECUTED by Grantee on the date set forth in the acknowledgment below, but AGREED to, ACCEPTED, and EFFECTIVE as of the date executed by Grantor.

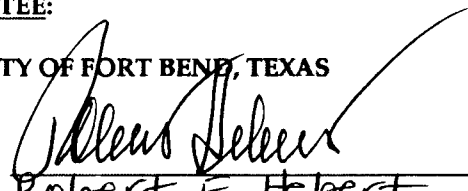
GRANTEE:

COUNTY OF FORT BEND, TEXAS

By:

Name: Robert E. Hebert

Title: County Judge

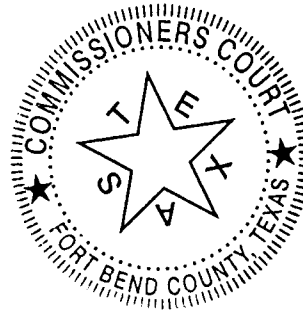


ATTEST:

By:

Name: Laura Richard

Title: County Clerk

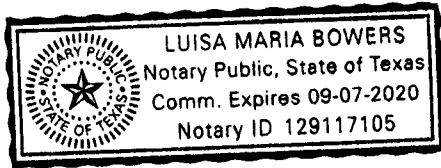


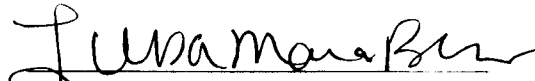
STATE OF TEXAS

COUNTY OF Fort Bend

This instrument was acknowledged before me this 11th day of February, 2018, by Robert Hebert County Judge of the COUNTY OF FORT BEND, TEXAS, a body corporate and politic under the laws of the State of Texas, on behalf of said body corporate and politic.

(NOTARY SEAL)




Notary Public, State of Texas

Attachments:

Exhibit A - Description and Depiction of Grantor's Land (Easement No. 1 and Easement No. 2)

Exhibit B - Plans

After recording, please return to:

Jeanette Harris
Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

Exhibit A
Description and Depiction of Grantor's Land
(Easement No. 1 and Easement No. 2)

Two temporary construction easements located in the H. K. Stafford Survey, A-635, Fort Bend County, Texas as described below:

Easement No. 1 – COMMENCING at the northwest corner of the Renn Road Municipal Utility District wastewater treatment plant site, being the northwest corner of that certain 9.6769 acre tract described in a deed recorded at Volume 863, Page 418 of the Official Public Records of Fort Bend County;

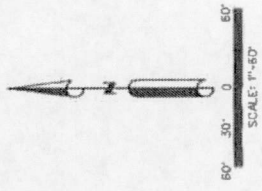
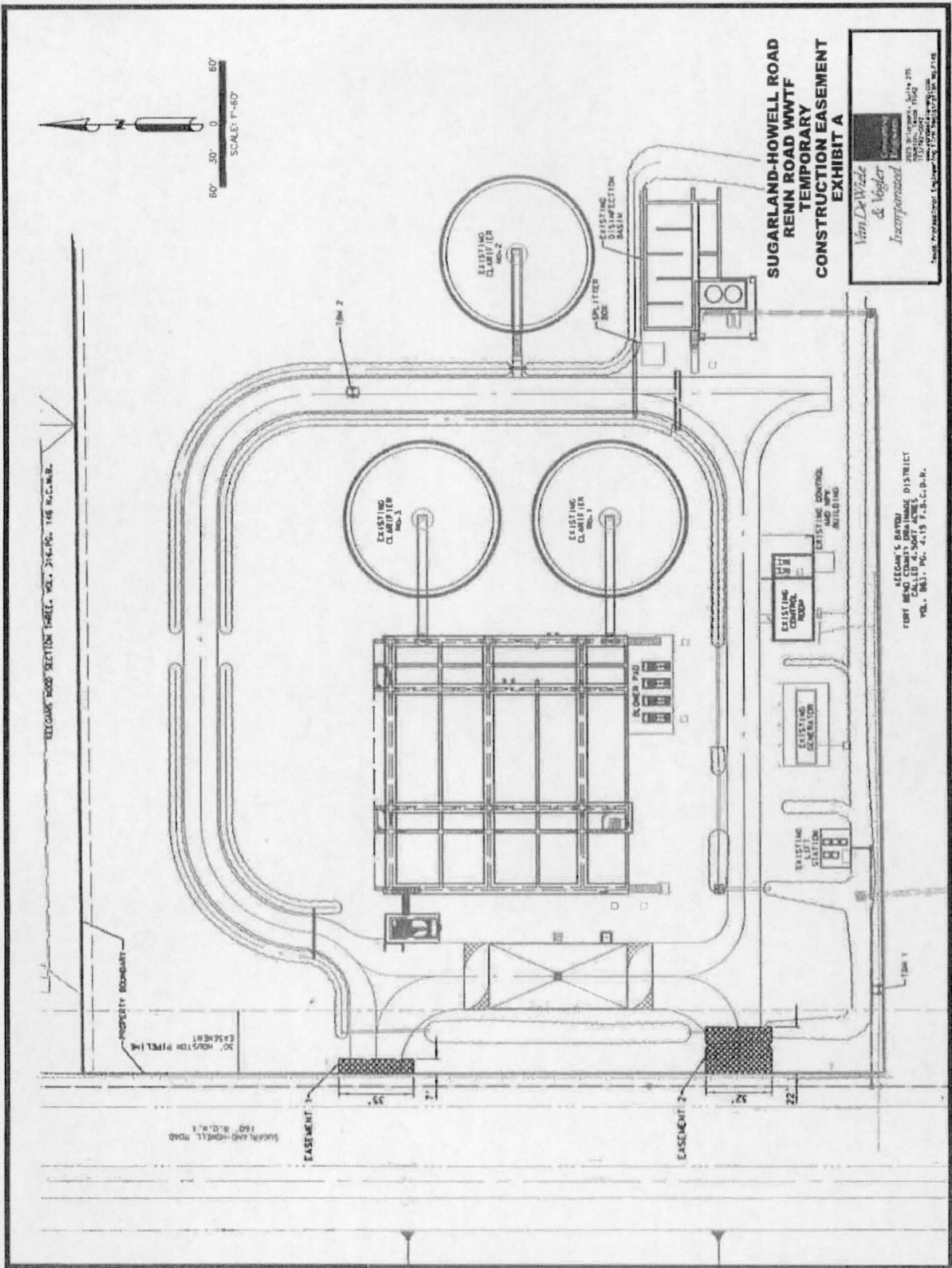
THENCE in a southerly direction along the east right-of-way line of Sugarland-Howell Road 122 feet to the POINT OF BEGINNING of this 7-foot wide easement, which is adjacent to and wholly east of said east right-of-way line;

THENCE continuing in a southerly direction along the east right-of-way line of Sugarland-Howell Road 35 feet to the ENDING POINT of this 7-foot wide easement.

Easement No. 2 – COMMENCING at the aforementioned northwest corner;

THENCE in a southerly direction along the east right-of-way line of Sugarland-Howell Road 295 feet to the POINT OF BEGINNING of this 22-foot wide easement, which is adjacent to and wholly east of said east right-of-way line;

THENCE continuing in a southerly direction along the east right-of-way line of Sugarland-Howell Road 32 feet to the ENDING POINT of this 22-foot wide easement.



**SUGARLAND-HOWELL ROAD
RENN ROAD WWTF
TEMPORARY
CONSTRUCTION EASEMENT
EXHIBIT A**

*Van De Walle
& Vogler
Incorporated*
 1800 Br. Lakeside, Suite 200
 Houston, Texas 77057
 Phone: 281.466.1100
 Fax: 281.466.1101
 www.vdw.com

SEAGRAM'S BAYOU
 FORT BEND COUNTY DRAINAGE DISTRICT
 VOL. 1803, Pgs. 4113 P.C.D.P.R.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Laura Richard

Laura Richard, County Clerk

Fort Bend County Texas

March 02, 2018 01:47:01 PM



FEE: \$0.00 RMM

2018022630