

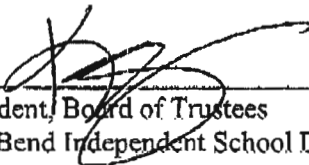
**RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
FORT BEND INDEPENDENT SCHOOL DISTRICT**

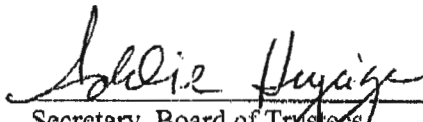
The Board of Trustees of the Fort Bend Independent School District (the "District") hereby makes the following findings in connection with the parcel of land described in Exhibit A (the "Property"):

1. The Property, currently housing the Missouri City Gym, is of historic significance to the District community, and is no longer necessary for daily use by the District.
2. Fort Bend County (the "County") has offered to accept ownership of the Property, and to undertake all future responsibility for repairs, maintenance and operation of the Property. Additionally, the County is committed to preserving the Property as a historical site, and will utilize the facility for continued educational, athletic, recreational, performing arts, and other related public purposes that will benefit both the District and the community at large.
3. It is of financial benefit to the District to convey the Property to the County, in order to avoid incurring maintenance and operation expenses, while maintaining the right to utilize the Property for educational purposes.
4. Because the Property will be conveyed to another political subdivision, and will be used for a purpose that benefits the public interest of the District, the Property qualifies for an exemption from the sealed bid process under Section 272.001 of the Local Government Code.

THEREFORE, BE IT RESOLVED, that the Fort Bend Independent School District authorizes the President of the Board of Trustees to execute both a Deed and a Joint Use Agreement concerning the Property, in the forms substantially similar to those attached as Exhibit B.

Passed the 17<sup>th</sup> day of October, 2016.

  
\_\_\_\_\_  
President, Board of Trustees  
Fort Bend Independent School District

Attest:   
\_\_\_\_\_  
Secretary, Board of Trustees  
Fort Bend Independent School District

**EXHIBIT A**

A 0.772-Acre tract or parcel of land out of the B.B.B. & C. R.R. Co., Abstract 118, in Fort Bend County, Texas, being a portion of Block 37 of the original Townsite of Missouri City, Texas as platted and recorded in Volume 4 on Page 215, of the Deed Records of Fort Bend County, Texas.

All coordinates and bearings stated herein are referred to the Texas Coordinate System of 1983, South Central Zone, as defined in the Texas Natural Resources Code, Sec. 21.071, et. Seq. and are based on a GPS survey performed in September of 2016. All coordinates and distances recited are grid. Said 0.772-Acre tract is described as follows:

**BEGINNING** at a set "X" in concrete having coordinates of N = 13,788,297.99 and E = 3,067,890.39 and being the northeast corner of said tract, from which a found 1-inch iron pipe bears N 83° 02' 23" E a distance of 77.54 feet;

Thence S 42° 29' 32" W, a distance of 253.10 feet to a set cut "X" in concrete and being the southeast corner of said tract;

Thence N 47° 40' 42" W, a distance of 132.51 feet to a set cut "X" in concrete and being the southwest corner of said tract;

Thence N 42° 19' 24" E, a distance of 252.82 feet to a set cut "X" in concrete and being the northwest corner of said tract;

**EXHIBIT A**

Thence S 47° 47' 45" E, a distance of 133.26 feet to the **Point Of Beginning** of the herein described tract and containing 0.772-acres of land.

This description is based on a survey performed by MBCO Engineering, LLC in September of 2016 and is seen on the accompanying Sketch.



*Jeremy J. Kowis*  
\_\_\_\_\_  
Jeremy J. Kowis, R.P.L.S. #6361



**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.**

**SPECIAL WARRANTY DEED**

**THE STATE OF TEXAS**           §  
  §  
**COUNTY OF Fort Bend**       §

**FORT BEND INDEPENDENT SCHOOL DISTRICT**, a Texas independent school district (the "**Grantor**"), as authorized by Resolution of the Fort Bend Independent School District Board of Trustees dated           October          , 2016, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash in hand paid by **FORT BEND COUNTY**, a body corporate and politic under the laws of the State of Texas ("**Grantee**"), and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged by Grantor, Grantor has **GRANTED, BARGAINED, SOLD and CONVEYED**, and by these presents does **GRANT, BARGAIN, SELL and CONVEY** unto Grantee, that certain real property situated in Fort Bend County, and described on Exhibit "A" attached hereto and made a part hereof for all purposes, together with all and singular the rights, privileges, hereditaments, and appurtenances pertaining to such real property and all improvements located thereon (the "**Property**").

The use of the Property shall be restricted to use only as a public facility for educational, athletic, recreational, performing arts, and other related general public purposes consistent with other County-owned facilities (the "Permitted Use"). In the event that the Property ceases to be used for the Permitted Use for a period of 90 consecutive days, the title and right to possession of the Property shall immediately revert to Grantor. In such event, Grantee and/or successors, when applicable, upon Grantor's written request, shall execute and acknowledge all necessary documents evidencing such reversion to Grantor.

This conveyance is further made and accepted subject to restrictions, covenants, easements, rights-of-way, encumbrances, and mineral or royalty reservations or interests affecting the Property, and appearing of record in the public records of Fort Bend County, Texas ("**Permitted Exceptions**").

Notwithstanding anything herein to the contrary, this conveyance shall be subject

to the Interlocal Agreement for Joint Use of the Missouri City Middle School Gymnasium Between Fort Bend County and Fort Bend Independent School District, attached hereto, and incorporated herein by reference as Exhibit "B" ("Joint Use Agreement").

**TO HAVE AND TO HOLD** the Property, together with, all and singular, the rights and appurtenances thereto in anywise belonging, unto Grantee and Grantee's successors and assigns forever; and subject only to the Permitted Exceptions and other terms and conditions set forth herein and in Exhibit B, Grantor hereby does bind Grantor and Grantor's successors and assigns to **WARRANT AND FOREVER DEFEND**, all and singular, the Property unto the Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through, or under Grantor, but not otherwise.

**GRANTEE ACKNOWLEDGES THAT EXCEPT GRANTOR'S SPECIAL WARRANTY OF TITLE CONTAINED HEREIN, GRANTEE IS NOT RELYING ON ANY WRITTEN, ORAL, IMPLIED OR OTHER REPRESENTATIONS, STATEMENTS OR WARRANTIES BY GRANTOR OR ANY AGENT OF GRANTOR OR ANY REAL ESTATE BROKER OR SALESMAN. GRANTOR SHALL HAVE NO LIABILITY TO GRANTEE, AND GRANTEE HEREBY RELEASES GRANTOR FROM ANY LIABILITY (INCLUDING CONTRACTUAL AND/OR STATUTORY ACTIONS FOR CONTRIBUTION OR INDEMNITY), FOR, CONCERNING OR REGARDING (1) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING THE SUITABILITY THEREOF FOR ANY ACTIVITY OR USE; (2) ANY IMPROVEMENTS OR SUBSTANCES LOCATED THEREON; OR (3) THE COMPLIANCE OF THE PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY. GRANTOR HAS NOT MADE, DOES NOT MAKE AND EXPRESSLY DISCLAIMS, ANY WARRANTIES, REPRESENTATIONS, COVENANTS OR GUARANTEES, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, AS TO THE MERCHANTABILITY, HABITABILITY, QUANTITY, QUALITY OR ENVIRONMENTAL CONDITION OF THE PROPERTY OR ITS SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. GRANTEE AFFIRMS THAT PRIOR TO THE DATE HEREOV, GRANTEE HAS, OR HAS HAD THE OPPORTUNITY TO (i) INVESTIGATE AND INSPECT THE PROPERTY TO ITS SATISFACTION AND BECOME FAMILIAR AND SATISFIED WITH THE CONDITION OF THE PROPERTY, AND (ii) MAKE ITS OWN DETERMINATION AS TO (a) THE MERCHANTABILITY, QUANTITY, QUALITY AND CONDITION OF THE PROPERTY, INCLUDING THE POSSIBLE PRESENCE OF TOXIC OR HAZARDOUS MATERIALS, SUBSTANCES OR WASTES OR OTHER ACTUAL OR POTENTIAL ENVIRONMENTAL CONTAMINATES, AND (b) THE PROPERTY'S SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. GRANTEE HEREBY ACCEPTS THE PROPERTY IN ITS PRESENT**

CONDITION ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS", INCLUDING ENVIRONMENTAL, BASIS AND ACKNOWLEDGES THAT (i) WITHOUT THIS ACCEPTANCE, THIS CONVEYANCE WOULD NOT BE MADE, AND (ii) THAT GRANTOR SHALL BE UNDER NO OBLIGATION WHATSOEVER TO UNDERTAKE ANY REPAIR, ALTERATION, REMEDIATION OR OTHER WORK OF ANY KIND WITH RESPECT TO ANY PORTION OF THE PROPERTY. GRANTEE AND ITS SUCCESSORS AND ASSIGNS ARE DEEMED TO HAVE ASSUMED ALL RISK AND LIABILITY WITH RESPECT TO THE PRESENCE OF TOXIC OR HAZARDOUS MATERIALS, SUBSTANCES OR WASTES OR OTHER ACTUAL OR POTENTIAL ENVIRONMENTAL CONTAMINATES ON, WITHIN OR UNDER THE SURFACE OF THE PROPERTY, WHETHER KNOWN OR UNKNOWN, APPARENT, NON-APPARENT OR LATENT, AND WHETHER EXISTING PRIOR TO, AT OR SUBSEQUENT TO TRANSFER OF THE PROPERTY TO GRANTEE. GRANTOR IS HEREBY RELEASED BY GRANTEE AND ITS SUCCESSORS AND ASSIGNS OF AND FROM ANY AND ALL RESPONSIBILITY, LIABILITY, OBLIGATIONS AND CLAIMS, KNOWN OR UNKNOWN, INCLUDING, WITHOUT LIMITATION, (1) ANY OBLIGATION TO TAKE THE PROPERTY BACK OR REDUCE THE PRICE, OR (2) ACTIONS FOR CONTRIBUTION OR INDEMNITY, THAT GRANTEE OR ITS SUCCESSORS AND ASSIGNS MAY HAVE AGAINST GRANTOR OR THAT MAY ARISE IN THE FUTURE, BASED IN WHOLE OR IN PART UPON THE PRESENCE OF TOXIC OR HAZARDOUS MATERIALS, SUBSTANCES OR WASTES OR OTHER ACTUAL OR POTENTIAL ENVIRONMENTAL CONTAMINATES ON, WITHIN OR UNDER THE SURFACE OF THE PROPERTY, INCLUDING WITHOUT LIMITATION, ALL RESPONSIBILITY, LIABILITY, OBLIGATIONS AND CLAIMS THAT MAY ARISE UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED 42 U.S.C. § 9601 ET SEQ. GRANTEE FURTHER ACKNOWLEDGES THAT THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY EXPLAINED TO GRANTEE AND THAT GRANTEE FULLY UNDERSTANDS AND ACCEPTS THE SAME.

*[The balance of this page intentionally left blank]*

Executed to be effective the \_\_\_ day of October, 2016.

**GRANTOR:**

FORT BEND INDEPENDENT SCHOOL DISTRICT,  
a Texas independent school district

By: \_\_\_\_\_  
Name: Kristin K. Tassin  
Title: President, Board of Trustees

STATE OF TEXAS                   §  
COUNTY OF Fort Bend       §

The foregoing instrument was acknowledged before me this the \_\_\_\_\_ day of Fort Bend, 2016, by Kristin K. Tassin, President of the Board of Trustees of Fort Bend Independent School District, on behalf of such Fort Bend Independent School District.

\_\_\_\_\_  
Notary Public, State of Texas  
Notary's Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**GRANTEE:**

**FORT BEND COUNTY,**

a body corporate and politic under the laws of the State of Texas

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS                    §  
COUNTY OF \_\_\_\_\_           §

The foregoing instrument was acknowledged before me this the \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, on behalf of such \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas  
Notary's Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**After recording return to:**

Attn: \_\_\_\_\_  
\_\_\_\_\_

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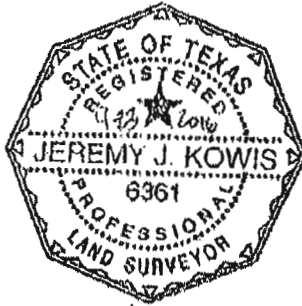
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*Jeremy J. Kowis*  
\_\_\_\_\_  
Jeremy J. Kowis, R.P.L.S. #6361



## EXHIBIT B

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

**INTERLOCAL AGREEMENT FOR  
 JOINT USE OF THE MISSOURI CITY MIDDLE SCHOOL GYMNASIUM  
 BETWEEN FORT BEND COUNTY AND FORT BEND INDEPENDENT SCHOOL DISTRICT**

This Interlocal Agreement for Joint Use ("Joint Use Agreement") is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between the Fort Bend Independent School District, a body corporate and politic under the laws of the State of Texas, acting by and through its Board of Trustees and Superintendent, ("District"), and Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, ("County").

**RECITALS**

WHEREAS, as consideration for District's conveyance of the athletic facility located on the campus of Missouri City Middle School, also referred to as the Cougar Gym (the "Facility"), District and County agreed to enter into an agreement for the joint use of the Facility to memorialize the County's commitment to maintain, and accommodate District's future use of the Facility; and

WHEREAS, the Commissioners Court of Fort Bend County finds that the maintenance and operation of the Facility contemplated in this Agreement serve a County purpose; and

WHEREAS, the governing bodies of the District and County have authorized this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to both parties, it is agreed as follows:

**AGREEMENT**

**Section 1. Incorporation of Recitals**

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into this Agreement.

**Section 2. County Obligations**

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INTERLOCAL AGREEMENT FOR  
 JOINT USE OF THE MISSOURI CITY MIDDLE SCHOOL GYMNASIUM  
 BETWEEN FORT BEND COUNTY AND FORT BEND INDEPENDENT SCHOOL DISTRICT

## EXHIBIT B

2.1 County shall work with District to accommodate all requests by District for use of all or portions of the Facility for educational, athletic, recreational, and performing arts purposes.

2.2 In addition to the conveyance of the Facility to County, as additional consideration, District will pay to the County, without demand, at the office of the County Treasurer, Fort Bend County, Texas, an annual payment in the amount of one dollar (\$1.00).

2.3 The County shall be solely responsible for maintenance and repair of the Facility in good order, condition and repair.

### **Section 3. District Obligations**

3.1 District shall use the Facility for educational, athletic, recreational, and performing arts purposes, as made available by the County, and for no other activity or event which is not sponsored by the District or not otherwise permitted the County.

3.2 District will at all times comply with any and all orders, regulations and policies, and amendments thereto, issued by the County for the purpose of maintaining an orderly and compatible use of the Facility by all parties involved, provided that such amendments shall not diminish the District's right to utilize the Facility as set forth herein.

3.3 Any District event or activity permitted under the terms of this Agreement to be conducted at the Facility shall be supervised by the District's personnel or designated representatives who shall be properly trained, adequate in number and who shall remain at the Facility during the course of the event or activity.

### **Section 4. Liability**

The District and County are entitled to the immunities and defenses of the Texas Tort Claims Act, as well as applicable Texas and federal laws.

### **Section 5. Insurance Requirements**

District agrees furnish County with insurance certificate(s) for each policy that is in effect as of the date of the Agreement for verification by the County Risk Management Department as to compliance with the insurance requirements of this Agreement. District shall carry Comprehensive General Liability Insurance at minimum combined single limits of \$1,000,000 per occurrence, \$2,000,000 general aggregate (defense costs excluded from face amount of policy) for bodily injury and property damage, which coverage shall include independent contractors and contractual liability each at \$1,000,000 per occurrence. Coverages shall be written on per occurrence forms.

### **Section 6. Assignment**

## EXHIBIT B

No party hereto shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other party.

### **Section 7. No Third Party Beneficiaries**

The parties do not intend that any specific third party obtain a right by virtue of the execution or performance of this Agreement.

### **Section 8. Notices**

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the following addresses:

County:	Fort Bend County Attn: Robert E. Hebert, County Judge 401 Jackson Street, 1 <sup>st</sup> Floor Richmond, Texas 77469
With a copy to:	Fort Bend County Facilities Management and Planning Attn: James Knight, Director 301 Jackson Street Richmond, Texas 77469
District:	Fort Bend Independent School District Attn: Steve Bassett, Chief Financial Officer 16431 Lexington Boulevard Sugar Land, Texas 77479

### **Section 9. Entire Agreement**

This Agreement contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any modifications concerning this instrument shall be of no force or effect, unless a subsequent modification in writing is signed by all parties hereto.

### **Section 10. Execution**

This Agreement has been executed by the District and the County upon and by the authority of their respective governing bodies. This Agreement shall become effective on the date executed by the final party.

### **Section 11. Miscellaneous**

EXHIBIT B

Each Party paying for the performance of governmental functions or services must make those payment from current revenues available to such paying Party.

This Agreement shall be governed by Texas law without regard to its conflicts of law principles.

**FORT BEND COUNTY, TEXAS**

**FORT BEND INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Robert E. Hebert, County Judge

\_\_\_\_\_  
Kristin T. Tassin, Board President

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

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

ATTEST:

ATTEST:

\_\_\_\_\_  
Laura Richard, County Clerk

\_\_\_\_\_  
Addie Heyliger, Board Secretary

APPROVED:

\_\_\_\_\_  
James Knight, Director

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