

INTERLOCAL AGREEMENT REGARDING PARKLAND DONATION

THIS INTERLOCAL AGREEMENT REGARDING PARKLAND DONATION (this "Agreement") is entered into between COUNTY OF FORT BEND, TEXAS, a political subdivision of the State of Texas (the "County"), and FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 169, a political subdivision of the State of Texas (the "District").

RECITALS

The District owns that certain tract of land in Fort Bend County, Texas, more particularly described on **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property").

The District now desires to convey the Property to the County for the purpose of constructing, maintaining and operating an all-abilities playground and related improvements (the "Playground") for the benefit of and use by the public, including, without limitation, those members of the public who reside within the boundaries of the District's service area. The District is authorized under Section 49.226(b) of the Texas Water Code to transfer the Property to the County on terms and conditions deemed necessary or advantageous to the District.

The construction, operation and maintenance of a park and recreational area upon the Property is a function conferred by law upon the County pursuant to Texas Local Government Code, Section 331.001, and the County desires to accept such conveyance by the District pursuant to Sections 81.032 and 332.006 of the Texas Local Government Code.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the County and the District agree as follows:

1. Donation. The District will convey the Property to the County and the County will accept the Property from the District by donation deed in the form attached hereto as **Exhibit B** (herein the "Donation Deed"). The County agrees that the Property will be used only as a public recreation area for the Playground. If the County ceases to use the Property for the Playground, greenbelt, open space, or parkland and public recreational purposes for a continuous period of at least one hundred eighty (180) consecutive calendar days, for the benefit of and use by the public, including, without limitation, those members of the public who reside within the boundaries of the District's service area, then fee simple title to the Property shall automatically revert to the District, without any further action or cost to the District. In such event, within no later than thirty (30) days following the expiration of such 180-day period, the County shall, upon the District's request, execute and deliver to the District a special warranty deed (in a form

reasonably acceptable to the District) conveying fee simple title to the Property to the District.

2. Park Improvements. In consideration of the conveyance of the Property from the District, within two years of the Effective Date, the County shall undertake the construction of the Playground, public access to the Property and a parking area serving the Property, the design, materials, time, and manner of which shall be determined by the County acting in its sole discretion and in accordance with all applicable laws, rules, and regulations. The County will construct the Playground, related park and recreational facilities, access and parking area on the Property at its sole cost and expense, and the District will not be required to contribute funds to the construction of such improvements and facilities. Further, the County will assume full responsibility for operating and maintaining the Property, the Playground and any improvements or facilities on the Property from and after the Effective Date, and the District will have no obligation to operate or maintain the Property, the Playground or any improvements or facilities on the Property from and after the Effective Date.

3. Findings of the District. The Board of Directors of the District has determined the following:

a. Pursuant to Section 49.226(b) of the Texas Water Code, the terms and conditions of the conveyance of the Property to the County under this Agreement and the Donation Deed are advantageous to the District.

b. The conveyance of the Property to the County will serve and be in furtherance of a public purpose by helping to assure the continued availability of the financial and other resources necessary to continue the operation and maintenance of a park and recreational facility on the Property for the use and enjoyment of the public.

c. The conveyance of the Property to the County pursuant to the terms and conditions set forth in this Agreement and the Donation Deed will benefit the District by permitting District resources that would otherwise be used and devoted to the construction, operation and maintenance of the Property and park and recreational facilities on the Property, to be diverted and redirected to provide other facilities and services needed or desired by the residents within the District's service area.

[EXECUTION PAGES FOLLOW]

EXECUTED effective as of the last date set forth below (the "Effective Date").

COUNTY OF FORT BEND, TEXAS

County Judge, Fort Bend County, Texas

APPROVED AS TO FORM:

Assistant County Attorney

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the ___ day of _____, 2020, by KP George, County Judge of Fort Bend County, Texas.

(NOTARY SEAL)

Notary Public, State of Texas

Exhibit A

[Property Description]

CROSS CREEK RANCH
1.501 ACRES

FEBRUARY 17, 2020
JOB NO. 1298-00

DESCRIPTION OF A 1.501 ACRE TRACT OF LAND SITUATED
IN THE M. AUTREY SURVEY, ABSTRACT NO. 100
CITY OF FULSHEAR, FORT BEND COUNTY, TEXAS

BEING a 1.501 acre (65,390 square foot) tract of land situated in the M. Autrey Survey, Abstract No. 100 City of Fulshear, of Fort Bend County, Texas and being a portion of a called remainder 1,913.31 acre tract of land, designated Tract A, as described in an instrument to CCR Texas Holdings LP recorded under Fort Bend County Clerk's File Number (F.B.C.C.F. No.) 2012038964, said 1.501 acre tract of land described by metes and bounds as follows:

COMMENCING at a 3/4-inch iron pipe found lying on the East line of a called 452.272 acre tract described in an instrument to Huggins Interest, LTD and recorded in Volume 2588, Page 937 of the Fort Bend County Deed Records (F.B.C.D.R.), being the Southwest corner of a called 0.8756 acre tract described in an instrument to The City of Fulshear, Texas recorded under F.B.C.C.F. No. 2010054061;

THENCE, along and with the line common to said 0.8756 and said 452.272 acre tract, the following courses and distances:

N 01° 09' 48" W, a distance of 225.90 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" found for the **POINT OF BEGINNING** and the most southerly corner of the herein described tract;

N 01°09'48" W, a distance of 414.24 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" set for the Northwest corner of the herein described tract;

THENCE, N 88°50'12" E, over and across said 1,913.31 acre tract, a distance of 325.19 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" found for the northerly Northeast corner of the herein described tract, and the most northerly corner of a called 1.3435 acre tract described and recorded in Volume 836, Page 698, of the F.B.C.D.R.;

THENCE, S 52°36'00" W, along and with the northwesterly line of said 1.3435 acre tract, a distance of 27.69 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" found for the southerly Northeast corner of the herein described tract;

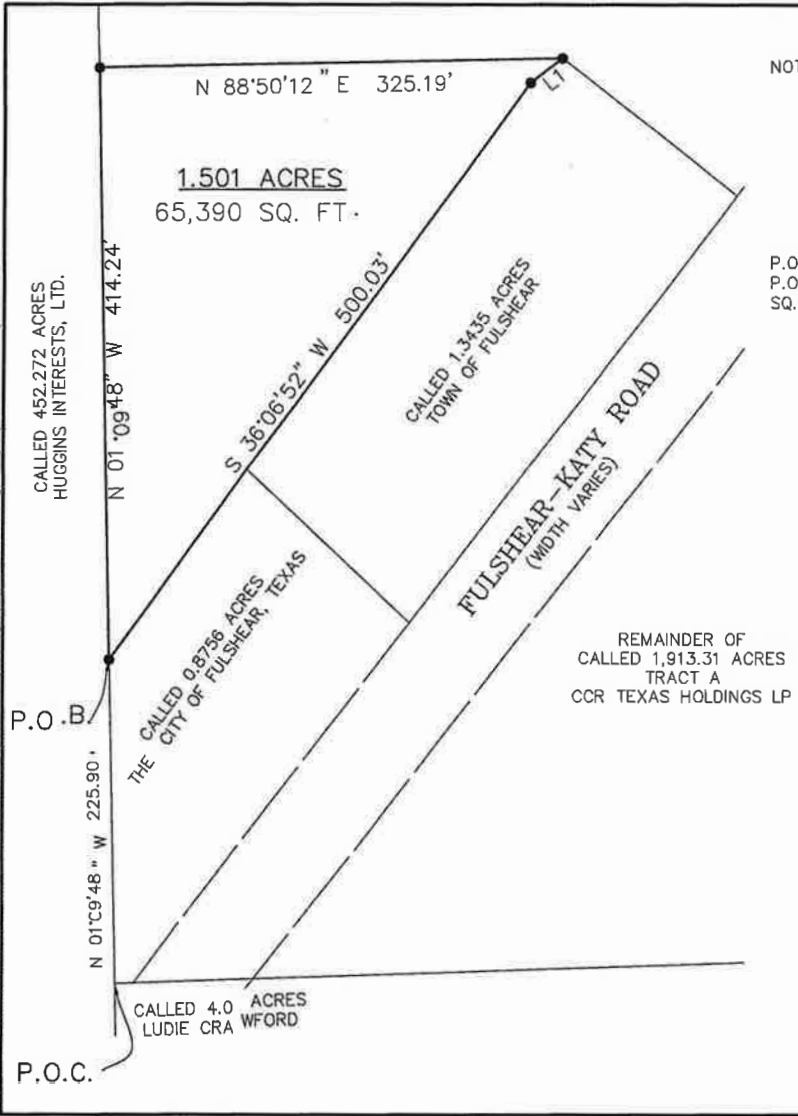
THENCE, S 36°06'52" W, along and with the northwesterly line of said 1.3435 acre tract and said 0.8756 acre tract, a distance of 500.03 feet to the **POINT OF BEGINNING** and containing 1.501 acres (65,390 square feet) of land.



Alan C. Bentley
Alan C. Bentley RPLS No. 2055
BGE, Inc.

10777 Westheimer Road, Suite 400
Houston, Texas 77042
Telephone: (281) 558-8700
TBPLS Licensed Surveying Firm No. 10106500

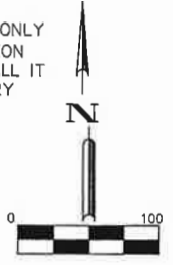
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NOTE: THIS EXHIBIT IS FOR GRAPHICAL PURPOSES ONLY IN RELATION TO THE TRACT(S) SHOWN HEREON AND IS NOT A BOUNDARY SURVEY NOR SHALL IT BE CONSTRUED IN ANY WAY AS A BOUNDARY SURVEY.

LEGEND

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCING
SQ. FT. SQUARE FEET



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 52°36'00" W	27.69'

BGE BGE, Inc.
10777 Westheimer, Suite 400, Houston, TX 77042
Tel: 281-558-8700 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10108500

**EXHIBIT OF A
1.501 ACRE TRACT
SITUATED IN THE
M. AUTREY SURVEY, A-100
CITY OF FULSHEAR
FORT BEND COUNTY, TEXAS**

Scale: 1"=100'	Job No.: 1298-00	Date: 10/2019	Drawing: 1
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action or cost to Grantor. In such event, within no later than thirty (30) days following the expiration of such 180-day period, Grantee shall, upon Grantor's request, execute and deliver to Grantor a special warranty deed (in a form reasonably acceptable to Grantor) conveying fee simple title to Grantor, subject to the Permitted Encumbrances (defined herein).

GRANTEE IS TAKING POSSESSION OF THE PROPERTY ON AN "AS IS" "WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED OF ANY KIND OR NATURE. GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (A) THE NATURE, QUALITY AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON; (D) THE COMPLIANCE OF THE PROPERTY OR THE OPERATION THEREOF WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (F) THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON (INCLUDING, BUT NOT LIMITED TO, THE PRESENCE OF ASBESTOS OR OTHER HAZARDOUS MATERIALS) OR COMPLIANCE WITH APPLICABLE ENVIRONMENTAL LAWS, RULES, OR REGULATIONS, INCLUDING, WITHOUT LIMITATION, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, CONSERVATION AND LIABILITY ACT, THE SUPERFUND AMENDMENT AND REAUTHORIZATION ACT, THE RESOURCE CONSERVATION RECOVERY ACT, THE FEDERAL WATER POLLUTION CONTROL ACT, THE CLEAN AIR ACT, THE TEXAS NATURAL RESOURCES CODE, THE TEXAS WATER CODE, THE TEXAS SOLID WASTE DISPOSAL ACT, THE TEXAS HAZARDOUS SUBSTANCES SPILL PREVENTION AND CONTROL ACT, THE SO CALLED FEDERAL, STATE OR LOCAL "SUPERFUND" OR "SUPERLIEN" STATUTE, OR ANY OTHER STATUTE, LAW, ORDINANCE, CODE, RULE, REGULATION, ORDER OR DECREE REGULATING, RELATING TO, OR IMPOSING LIABILITY (INCLUDING STRICT LIABILITY), OR STANDARDS OF CONDUCT CONCERNING ANY HAZARDOUS SUBSTANCES; OR (G) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. FOR PURPOSES

HEREIN, THE TERM "HAZARDOUS SUBSTANCES" SHALL MEAN AND INCLUDE, WITHOUT LIMITATION, THOSE ELEMENTS OR COMPOUNDS WHICH ARE CONTAINED ON THE LIST OF HAZARDOUS SUBSTANCES ADOPTED BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY AND THE LIST OF TOXIC POLLUTANTS DESIGNATED BY CONGRESS OR THE ENVIRONMENTAL PROTECTION AGENCY OR UNDER ANY HAZARDOUS SUBSTANCE LAWS. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT GRANTEE HAS INSPECTED THE PROPERTY, AND GRANTEE IS TAKING POSSESSION OF THE PROPERTY PURSUANT TO GRANTEE'S INDEPENDENT EXAMINATION, STUDY, INSPECTION AND KNOWLEDGE OF THE PROPERTY AND GRANTEE IS RELYING SOLELY UPON GRANTEE'S OWN INVESTIGATION OF THE PROPERTY AND DETERMINATION OF THE VALUE OF THE PROPERTY AND USES FOR WHICH THE PROPERTY MAY BE CONDUCTED, AND NOT PURSUANT TO ANY INFORMATION PROVIDED BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF ANY SUCH INFORMATION AND GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AS TO THE ACCURACY OR COMPLETENESS OF ANY SUCH INFORMATION.

This conveyance is subject to the terms, conditions and provisions of this Donation Deed and is further subject to all easements, conditions, covenants, restrictions, reservations, encumbrances and any other matters of record in the Official Public Records of Fort Bend County, Texas, to the extent the same are validly existing and applicable to the Property and are enforceable against a political subdivision of the State of Texas (collectively, the "Permitted Encumbrances").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors or assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular the title to the Property unto Grantee, its 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, subject only to the Permitted Encumbrances.

[EXECUTION PAGES FOLLOW]

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:

FORT BEND COUNTY, TEXAS

By: _____

Name: KP George

Title: County Judge of Fort Bend County, Texas

APPROVED AS TO FORM:

By: _____

Name: _____

Title: Assistant County Attorney

STATE OF TEXAS §

§

COUNTY OF FORT BEND §

This instrument was acknowledged before me on the ___ day of _____, 2020, by KP George, County Judge of Fort Bend County, Texas.

(NOTARY SEAL)

Notary Public, State of Texas

Attachments:

Exhibit A -Description of the Property

Exhibit B -Sketch of the Property

Grantor's address:

c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

Grantee's address:

401 Jackson St.
Richmond, TX 77469