

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

This First Amendment to Interlocal Agreement for Joint Use of the Missouri City Middle School Gymnasium Between Fort Bend County and Fort Bend Independent School District (this "Amendment") is made and entered into by and between **FORT BEND COUNTY**, a body corporate and politic under the laws of the State of Texas (the "County") and **FORT BEND INDEPENDENT SCHOOL DISTRICT**, a Texas independent school district ("FBISD"). The County and FBISD are herein collectively referred to as the "Parties" and individually as a "Party."

WITNESSETH:

WHEREAS, The County and FBISD entered into that certain Interlocal Agreement for Joint Use of the Missouri City Middle School Gymnasium Between Fort Bend County And Fort Bend Independent School District executed October 17, 2016 (the "Agreement") concerning certain joint use and development obligations regarding the existing Missouri City Middle School Gymnasium;

WHEREAS, the Parties desire to make the Property, as described below, subject to the terms of the Agreement;

WHEREAS, the Parties desire to amend the Agreement in for the purposes set forth above;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each Party, the Parties agree as follows:

1. The parties agree to that the property, as fully described in Exhibit "A", attached hereto and incorporated herein by reference (the "Property"), is hereby incorporated into the Agreement and shall be subject to the terms and provisions of the Agreement.
2. Full Force and Effect. Except as modified hereby, the Agreement shall remain in full force and effect.
3. Capitalized Terms. Capitalized terms not expressly defined herein shall have the meaning ascribed to them in the Agreement.
4. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall constitute an original hereof, and when at least one counterpart has been executed by each Party, all such executed copies shall constitute the binding agreement of the Parties. Facsimile and e-mail signatures are effective as originals for all purposes.

EXECUTED to be effective as of the 22 day of February, 2021.

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[SIGNATURES ON FOLLOWING PAGE]

THE COUNTY:

FORT BEND COUNTY

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

By: _____

Name: _____

Title: _____

FBISD:

FORT BEND INDEPENDENT SCHOOL DISTRICT,
a Texas independent school district

By:  _____

Name: Addie Heyliger

Title: President, Fort Bend ISD Board of Trustees

EXHIBIT "A"

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 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 February 22, 2021, 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 and ancillary 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 executed October 17, 2016 ("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, 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 HEREOF, 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.

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Executed to be effective the 22 day of February, 2021.

GRANTOR:

FORT BEND INDEPENDENT SCHOOL DISTRICT,
a Texas independent school district

By: Addie Heyliger

Name: Addie Heyliger

Title: President, Fort Bend ISD Board of Trustees

STATE OF TEXAS §
COUNTY OF FORT BEND §

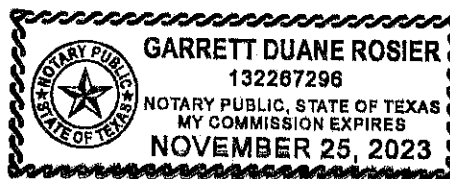
The foregoing instrument was acknowledged before me this the 22 day of February, 2021, by Addie Heyliger, President of the Board of Trustees of Fort Bend Independent School District, on behalf of such Fort Bend Independent School District.

Garrett Duane Rosier

Notary Public, State of Texas

Notary's Printed Name: Garrett Duane Rosier

My Commission Expires: November 25, 2023



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 _____, 2021, by _____, _____ of _____, _____ on behalf of such _____.

Notary Public, State of Texas

Notary's Printed Name: _____

My Commission Expires: _____

After recording return to:

Attn.: _____

Exhibit "A"

Description of Property

STATE OF TEXAS
COUNTY OF FORT BEND**0.889 Acre Tract**

Being a 0.889 acre (38,708 square foot) tract out of Reserve "A" of Missouri City Middle School and E.A. Jones Elementary School, a plat filed for record in Fort Bend County Clerk's File Number 20060154 of the Public Records of Fort Bend County, Texas, and being located in the B.B.B. & C. R.R. Survey Section 9, Abstract 118, Fort Bend County, Texas and further described by metes and bounds as follows: (bearings and distances are referenced to the Texas Coordinate System of 1983, South Central Zone, 4204)

BEGINNING at a 5/8-inch iron rod found with cap stamped "1943 RPLS 4349 5829", marking the westerly end of a cutback corner in the southerly right-of-way line of U.S. Highway No. 90 Alternate (R.O.W. Varies), as shown in said Missouri City Middle School plat, and in the southerly right-of-way line of Louisiana Street (60' R.O.W.), as shown in said Missouri City Middle School plat, same being the most northerly corner of said Reserve "A", and the north corner of the herein described tract;

THENCE South $81^{\circ} 36' 59''$ East, a distance of 0.80 feet along said cutback and said south rights-of-way to a 5/8 inch iron rod set with blue cap stamped "MBCO ENG" in the westerly right-of-way line of First Street (60' R.O.W., abandoned), as shown in said Missouri City Middle School plat, for the most easterly corner of herein described tract;

THENCE South $42^{\circ} 17' 59''$ West, over and across said Reserve "A", along north right-of-way of said First Street (abandoned), at a distance of 176.43 feet passing the northerly right-of-way of Frankford Street (60' R.O.W., abandoned), as shown in said Missouri City Middle School plat, at a distance of 236.43 feet passing the southerly right-of-way of said Frankford Street (abandoned), continuing for a total distance of 436.43 feet to a 5/8 inch iron rod set with blue cap stamped "MBCO ENG" in the easterly right-of-way line of School Street (60' R.O.W.), as shown in said Missouri City Middle School plat, and a southerly line of said Reserve "A", for the south corner of the herein described tract;

THENCE North $47^{\circ} 42' 01''$ West, a distance of 152.29 feet along said common line to a 5/8-inch iron rod found cap stamped "1943 RPLS 4349 5829", marking the westerly end of a cutback corner in the easterly right-of-way line of said School Street and the southerly right-of-way line of said U.S. Highway No. 90 Alternate, same being an angle point in the northwest line of said Reserve "A", for the most southerly west corner of the herein described tract;

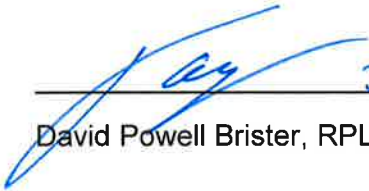
0.889 Acres

B.B.B. & C. R.R. Survey Section 9, A-118
Fort Bend County, Texas

THENCE North 08° 27' 37" East, a distance of 29.10 feet along said cutback and the aforementioned rights-of-way to a 5/8-inch iron rod set with blue plastic cap stamped "MBCO ENG", marking an angle point in the northwest line of said Reserve "A", for the most northerly west corner of the herein described tract;

THENCE North 64° 28' 22" East, along the southerly right-of-way line of said U.S. Highway No. 90 Alternate, at a distance of 189.87 feet passing the southerly right-of-way line of said Frankford Street (abandoned), at a distance of 254.66 feet passing the northerly right-of-way line of said Frankford Street, continuing for a total distance of 444.70 feet to said **POINT OF BEGINNING**, said description containing 0.889 acres (38,708 square feet) of land.

This metes and bounds description accompanies an exhibit titled "Exhibit to Accompany Metes & Bounds Description of 0.889 Acre Tract" of even date.

 3-11-19

David Powell Brister, RPLS 6537



MBCO Engineering, LLC.

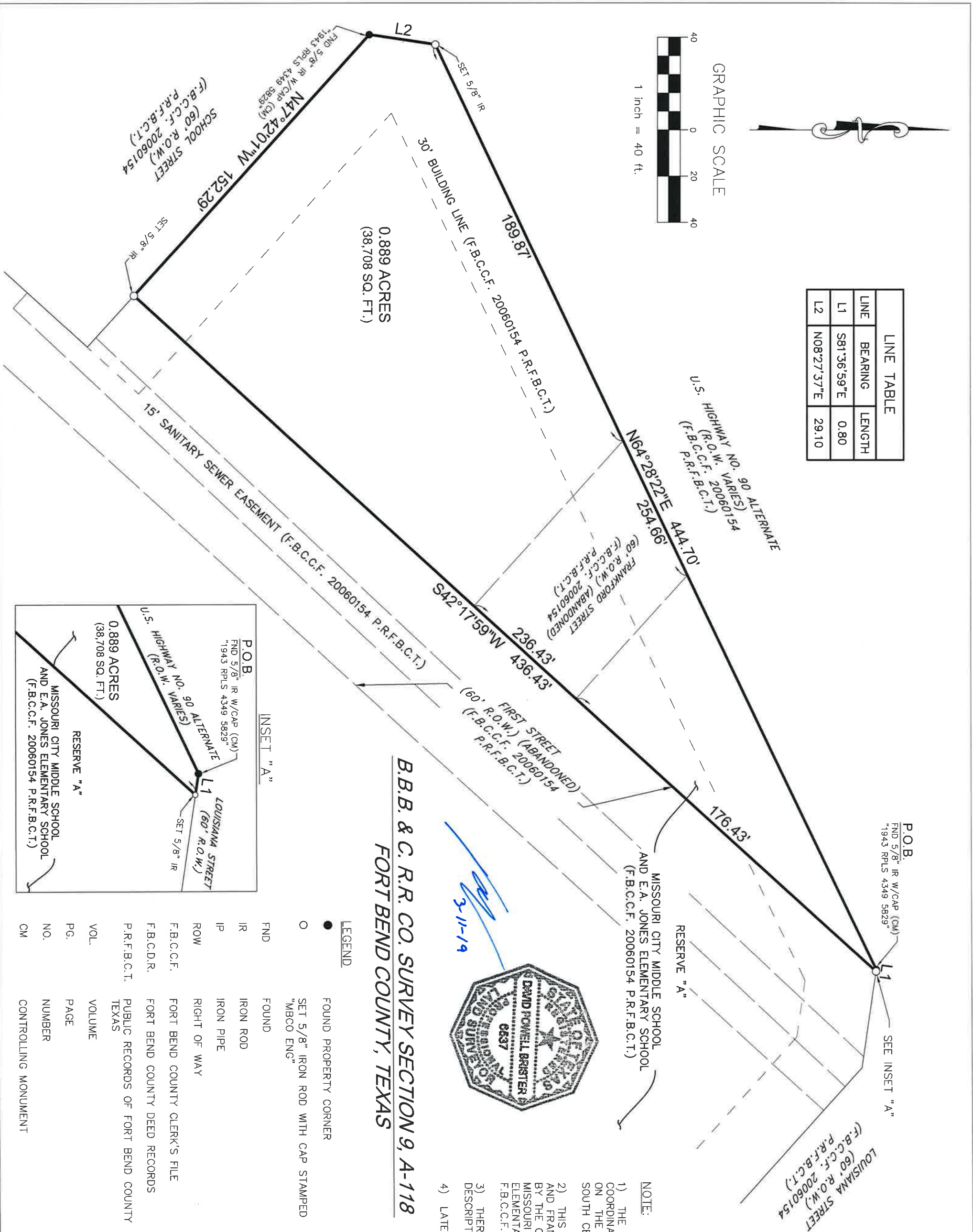
LINE TABLE		
LINE	BEARING	LENGTH
L1	S81°36'59"E	0.80
L2	N08°27'37"E	29.10



GRAPHIC SCALE



1 inch = 40 ft.

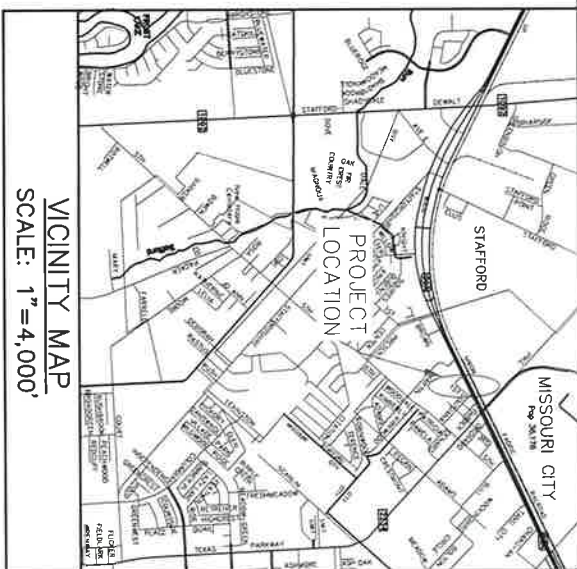


3-11-19

**B.B.B. & C. R.R. CO. SURVEY SECTION 9, A-118
FORT BEND COUNTY, TEXAS**

LEGEND

●	FOUND PROPERTY CORNER
○	SET 5/8" IRON ROD WITH CAP STAMPED "MBCO ENG"
FND	FOUND
IR	IRON ROD
IP	IRON PIPE
ROW	RIGHT OF WAY
F.B.C.C.F.	FORT BEND COUNTY CLERK'S FILE
F.B.C.D.R.	FORT BEND COUNTY DEED RECORDS
P.R.F.B.C.T.	PUBLIC RECORDS OF FORT BEND COUNTY TEXAS
VOL.	VOLUME
PG.	PAGE
NO.	NUMBER
CM	CONTROLLING MONUMENT



REVISION				APPROVED	
NO	DATE	REVISION			
1	03-11-19	1505 Highway 6 South, Suite 180 Houston, Texas 77077 TBP&LS Reg. No. P16850 TBP&LS Reg. No. 10194112 Phone: 281-760-1656 www.mbcocengineering.com			
MBCO ENGINEERING					
FORT BEND COUNTY, TEXAS					
EXHIBIT TO ACCOMPANY METES AND BOUNDS DECEIPTION OF 0.889 ACRE TRACT SITUATED IN B.B.B. & C. R.R. CO. SURVEY SECTION 9, A-118, FORT BEND COUNTY, TX					
DESIGNED BY	DRAWN BY	CHECKED BY	VERIFIED BY	SHEET NO.	
DPB	JAP	SP	DPB	1	OF 1