

AGREEMENT TO ACCEPT DONATION OF REAL PROPERTY

STATE OF TEXAS	§	ROW CSJ #: 0188-09-047
	§	Parcel #: 237
COUNTY OF FORT BEND	§	Project limits: From South of Beadle Ln To FM 10931

THIS AGREEMENT is entered between the Contracting Parties, as defined below.

I. Contracting Parties:

Donor: Fort Bend County, Texas

State: The Texas Department of Transportation ("**State**" or "**TxDOT**")

II. Background:

Texas Transportation Code §201.206 authorizes the State to accept, from any source, a donation of realty for the purpose of carrying out its functions and duties. Texas Government Code Chapter 575, requires the governing board of a state agency, not later than the 90th day after a donation valued at \$500 or more is accepted, to acknowledge the acceptance of the donation by majority vote at an open meeting and prohibits a state agency from accepting a donation from a person who is a party to a contested case before the agency until the 30th day after the date the decision in the case becomes final. To provide guidance on when a donation may be accepted by the State, the Texas Transportation Commission (Commission) has adopted rules relating to the State acceptance of donations, codified as 43 TAC §§1.500-1.506. Acceptance of a donation of \$500.00 or more must be acknowledged by the Commission not later than the 90th day after the date the Donation is accepted by the State.

The Donor is a property owner desiring to donate property described herein to the State for no benefit or gain to the Donor. The State wishes to accept the donation of property and the Donor must execute this donation agreement.

III. Agreement:

The Donor, being fully informed of its right to receive just compensation for the Property, agrees to donate the property more particularly described on Exhibit "A", attached hereto and incorporated herein for all purposes (the "**Property**"), to the State. The State certifies that its acceptance of the Property will further the State's abilities to meet its responsibilities.

The value of the Property as determined by Atrium Real Estate Services is \$22,884.00. The Donor has been informed of its right to conduct or waive an appraisal of the Property by a qualified appraiser.
(_____) Donor's Initial

IV. Representations and Warranties:

- A. The Donor represents and warrants that it has unrestricted fee ownership and use of the Property and that by signing the Donation Deed it is forever relinquishing and transferring all rights and interest in and to the Property to the State.
- B. The Donor acknowledges that it has been fully informed of Donor's right to receive just compensation for the Property.
- C. Donor acknowledges that nothing contained in this Agreement shall be a limitation of any type on the divestment of interest by Donor to State.
- D. The Donor acknowledges that there is no official relationship between the Donor and the State.
- E. The Donor acknowledges that it will receive no benefit as a result of the donation of the Property.

- F. The Donor is not the subject of State regulation or oversight, or interested in or likely to become interested in any contract, purchase, payment, or claim with or against the State.
- G. The State determines that acceptance of the donation will provide a significant public benefit and such acceptance does not influence or appear to influence the State in the performance of its duties.
- H. The Donor acknowledges that TxDOT's acceptance of the donation does not bind State to a course of action or promise of performance.
- I. The State neither approves nor is responsible for any representations made by the Donor for tax purposes.
- J. The Donor acknowledges that the State will act in reliance of and in consideration of the promises made by the Donor in this agreement.
- K. The Donor acknowledges that this agreement is public information and will be furnished to a requestor pursuant to Chapter 552 of the Texas Government Code.

V. Hold Harmless:

The Donor shall save and hold harmless the State and its officers and employees from any and all claims and liability due to any intentional or negligent actions that are caused by or result from error, omission, or negligent act of the Donor or of any person employed by the Donor. The Donor shall also save harmless the State from any and all expense, including, but not limited to, attorney fees that may be incurred by the State in litigation or otherwise resisting the claim or liabilities that may be imposed on the State as a result of such activities by the Donor, its agents, or employees.

VI. Warranty of Use:

Donor represents and warrants to the State that Donor has no knowledge of any current or former use, generation, storage or disposal of any hazardous material on or under the Property currently or previously in violation of any federal, state or local governmental law or rule. Additionally, Donor represents and warrants to the State that Donor has no knowledge of the Property being used for a gas station, auto shop, or dry cleaning service, and has no knowledge of the presence of asbestos material on the Property. Donor has not received any notice of any action or proceeding relating to any hazardous materials or any release thereof on, in, under or about the Property.

VII. Relocation Assistance: (If applicable)

Donor acknowledges receipt of the brochure entitled "*Relocation Assistance*" and understands that relocation assistance benefits, if any, are handled entirely separate from and in addition to this transaction. Relocation benefits, if any, will be examined on a case by case basis, and will be specifically set forth in a separate agreement.

VIII. Costs:

- A. The State, without cost to the Donor, shall pay the cost of recording all instruments conveying title to the State, and the State may, but is not obligated to, purchase an owner's title policy at the State's expense.
- B. Donor will be reimbursed for any fair and reasonable incidental expenses necessarily incurred in transferring title to the Property for use by State. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes and similar expenses incidental to conveying the Property to State; and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the Property. Voluntary unnecessary expenses or expenses incurred in clearing questionable title will not be eligible for reimbursement. Eligible incidental expenses will be reimbursed upon submission of a claim supported by receipted bills or other evidence of actual expenses incurred. Donor may file a written request for review if Donor believes that the State failed to properly determine the eligibility for or the amount of incidental expenses to be reimbursed. There is no standard form on which to request a review of a claim; however, the request for review must be filed with the State within six months after you are notified of the State's determination on

any claim for reimbursement.

IX. Termination/Withdrawal:

If Donor withdraws from this agreement, in writing, before it is executed by the State, such withdrawal shall extinguish all rights, duties, obligations and liabilities of the State and the Donor under this agreement.

X. Sole Agreement:

This Agreement and the Donation Deed constitute the only promises, consideration and conditions of this conveyance, and no other promises, consideration or conditions have been signified or implied, except any benefits which Donor may or may not be entitled under the State's Relocation Assistance Program.

XI. Notices:

All notices to either party by the other party will be delivered personally or sent by U.S. Mail, postage prepaid, to the following addresses:

Donor:	State:
Attn: The Honorable KP George, County Judge Fort Bend County, Texas 401 Jackson Street Richmond, Texas 77469	Texas Department of Transportation Attn: Right of Way Division P.O. Box 5075 Austin, Texas 78763-5075

The notice shall be received by the addressee on the date delivered or deposited in the mail. Either party may change its address by sending written notice of the change to the other in the manner provided.

XII. Exhibits:

- A. Property Location Map or Survey
- B. Deed

The State and the Donor have executed duplicate counterparts of this agreement.

THE STATE

Executed for the Executive Director and approved by the Texas Transportation Commission for the purpose and effect of carrying out the orders, established policies, or work programs approved and authorized by the Texas Transportation Commission.

Texas Department of Transportation

Director, TxDOT Right of Way Division

Date:

THE DONOR

The undersigned signatory warrants that he or she is an official representative of the organization making the donation described and is authorized to make the donation and to enter into this Agreement on behalf of the organization.

BY:
Authorized Signature

KP George, County Judge
Typed or Printed Name and Title

Date:

EXHIBIT A

County: Fort Bend
Highway: F.M. 723
Limits: From South (700 Feet) of Beadle Lane to FM 1093
ROW CSJ: 0188-09-047

Property Description for
Parcel 237

BEING a 0.5969 of an acre (26,000 square feet) parcel of land located in the Williams Andrews League Survey, Abstract No. 3, Fort Bend County, Texas, and being a portion of that certain called 2.1101 acre tract of land conveyed from 8 Crossing, LLC to Park 723, LLC by deed executed August 16, 2018 and recorded under Fort Bend County Clerk File (F.B.C.C.F.) No. 2018093332 of the Official Public Records of Fort Bend County, Texas (O.P.R.F.B.C.T.) and a portion of that certain calculated 1.891 acre residue of a called 9.883 acre tract of land conveyed from Briscoe Business Park, LLC to Park 723, LLC by deed executed August 16, 2018 and recorded under F.B.C.C.F. No. 2018093331, O.P.R.F.B.C.T.; said 0.5969 of an acre parcel being more particularly described by metes and bounds as follows:

COMMENCING at a found 5/8-inch iron rod with cap at an angle point on the existing southerly right-of-way line of Settegast Ranch Road (width varies) (as monumented) of record under File No. 20130308 of the Fort Bend County Plat Records (F.B.C.P.R.) and conveyed to Fort Bend County by deed executed September 10, 1964 and recorded under Volume 458, Page 486 of the Deed Records of Fort Bend County, Texas (D.R.F.B.C.T.), being the northwesterly corner of said 2.1101 acre tract, thence as follows:

THENCE, North 87°03'37" East, along the existing southerly right-of-way line of Settegast Ranch Road, being the northerly line of said 2.1101 acre tract, a distance of 351.36 feet to a set 5/8-inch iron rod with Texas Department of Transportation (TxDOT) aluminum cap on the proposed westerly right-of-way line of F.M. 723 (width varies) and for the POINT OF BEGINNING of the herein described parcel having surface coordinates of N = 13,804,099.06, E = 2,981,015.37, located 90.00 feet left of and perpendicular to baseline station 465+38.55;**

- 1) THENCE, North 87°03'37" East, continuing along the existing southerly right-of-way line of Settegast Ranch Road, being the northerly line of said 2.1101 acre tract, a distance of 60.05 feet to a found 1/2-inch iron pipe at the intersection of the existing southerly right-of-way line of Settegast Ranch Road with the existing westerly right-of-way line of F.M. 723 (120 foot width), being the northeasterly corner of said 2.1101 acre tract, from which a found 3/4-inch iron rod (leaning) bears North 87°55' East, a distance of 1.16 feet, said existing right-of-way conveyed to the State of Texas by deed executed August 17, 1967 and recorded under Volume 491, Page 48, D.R.F.B.C.T.;
- 2) THENCE, South 01°50'45" East, along the existing westerly right-of-way line of F.M. 723, being the easterly lines of said 2.1101 acre tract and said calculated 1.891 acre residue tract, a distance of 433.08 feet to the northeasterly corner of that certain called 2.00 acre tract of land conveyed from Frank Briscoe, Jr. to William Montgomery Briscoe by deed executed July 26, 2010 and recorded under F.B.C.C.F. No. 2010072032, O.P.R.F.B.C.T., being the southeasterly corner of said calculated 1.891 acre residue tract, from which a found 5/8-inch iron rod with cap bears South 84°01' East, a distance of 0.57 feet;

EXHIBIT A

- 3) THENCE, South 88°18'22" West, along the northerly line of said 2.00 acre tract, being the southerly line of said calculated 1.891 acre residue tract, a distance of 60.22 feet to a set 5/8-inch iron rod with TxDOT aluminum cap on the proposed westerly right-of-way line of F.M. 723 and located 90.00 feet left of and perpendicular to baseline station 461+06.78;
- 4) THENCE, North 01°49'19" West, along the proposed westerly right-of-way line of F.M. 723, passing at a distance of 393.22 feet a set 5/8-inch iron rod with TxDOT aluminum cap located 90.00 feet left of and perpendicular to baseline station 465+00 and continuing a total distance of 431.77 feet to the POINT OF BEGINNING and containing 0.5969 of an acre (26,000 square feet) of land.**

Notes:

Bearings and Coordinates shown hereon are referenced to the Texas Coordinate System, South Central Zone (4204), North American Datum of 1983, 2011 Adjustment, Epoch 2010.00, established from the TxDOT CORS Network and verified March, 2019.

Coordinates and distances are displayed in Surface values and may be converted to Grid by dividing by the TxDOT Surface Adjustment Factor of 1.00013.

All measurements are in U.S. Survey feet.

Abstracting and deed research was performed by Postle Property Services Inc. from December, 2017 to March, 2018 and updated in March, 2019 by Cobb Fendley and Associates.

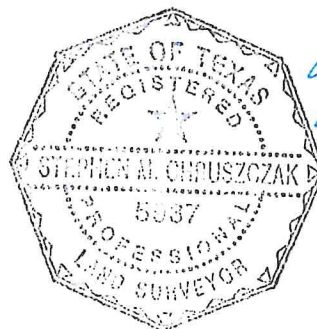
** The monument described and set in this call may be replaced with a TxDOT Type II right-of-way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

A parcel plat of even date was prepared in conjunction with this property description.

Access will be permitted to the remainder property abutting the highway facility.

I certify that the survey was performed on the ground under my supervision in May, 2019.

Prepared By:
GeoSolutions, LLC
Firm No. 100159-00
25211 Grogan's Mill Road, Suite 375
The Woodlands, Texas 77380
Tel. 281-681-9766



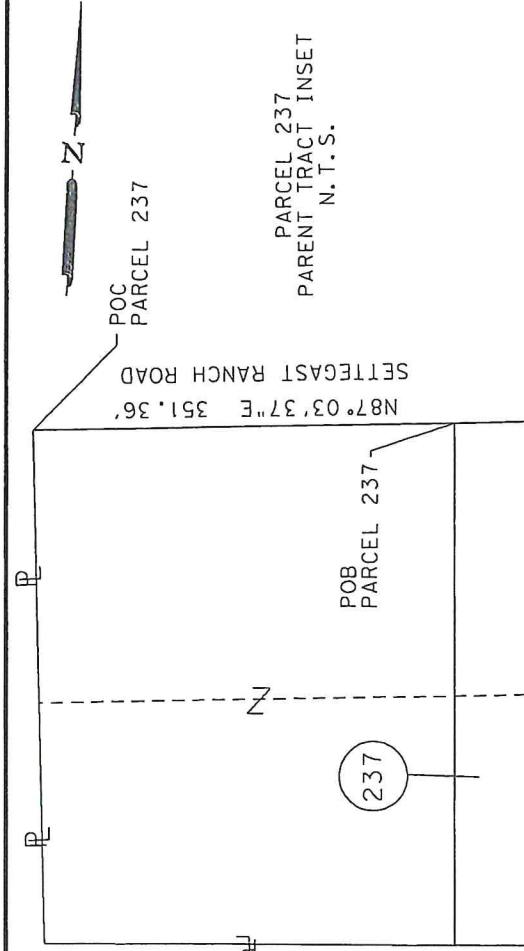
Handwritten signature and date:
9/30/19

NOTES:

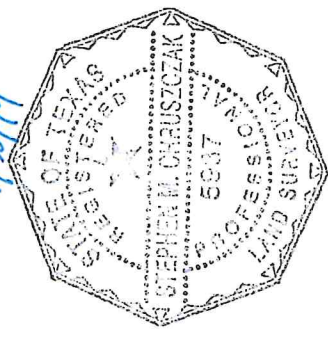
1. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT, EPOCH 2010.00, ESTABLISHED FROM THE TXDOT CORS NETWORK AND VERIFIED MARCH, 2019.
2. COORDINATES AND DISTANCES ARE U.S. SURVEY FEET, DISPLAYED IN SURFACE VALUES AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE TXDOT SURFACE ADJUSTMENT FACTOR OF 1.00013.
3. ABSTRACTING AND DEED RESEARCH WAS PERFORMED BY POSTLE PROPERTY SERVICES INC. FROM DECEMBER, 2017 TO MARCH 2018 AND UPDATED IN MARCH, 2019 BY COBB FENDLEY AND ASSOCIATES. FIELD SURVEYS WERE COMPLETED IN JUNE, 2019. RIGHT-OF-WAY MAPS WERE COMPLETED IN SEPTEMBER, 2019.
4. FIELD INFORMATION SHOWN HEREON IS BASED ON AN "ON THE GROUND" SURVEY PERFORMED BY GEOSOLUTIONS, LLC. FROM JUNE 2018 THROUGH MAY 2019.
5. PROPOSED RIGHT-OF-WAY BASELINE MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.
6. ALL DATES SHOWN ARE DEED EXECUTION DATE UNLESS NOTED.
7. ** THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TXDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TXDOT.
8. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.
9. ACCESS WILL BE PERMITTED TO THE REMAINDER PROPERTY ABUTTING THE HIGHWAY FACILITY.

LEGEND

- SET 5/8" IR W/TXDOT ALUM. CAP
- SET 5/8" IR W/TXDOT ALUM. CAP STAMPED "ADL" (ACCESS DENIAL)
- FND 5/8" IR W/TXDOT ALUM. CAP UNLESS NOTED)
- FND. (TYPE INDICATED AT LOCATION)
- Ⓡ PROPERTY LINE
- Ⓩ LANDHOOK
- P.O.B.
- ⊕ P.O.C.
- Ⓡ F.B.C.C.F.
- Ⓡ F.B.C.P.R.
- Ⓡ D.R.F.B.C.T.
- Ⓡ O.P.R.F.B.C.T.
- ||— ACCESS DENIAL LINE
- PROPOSED R.O.W. LINE
- CITY LIMITS LINE
- EXISTING R.O.W. LINE
- SURVEY LINE



WPM
9/30/19



EXISTING	TAKING	REMAINING
4.001 AC.	0.5969 AC. 26,000 SQ.FT.	3.40 AC. LT.
25211 Grogan's Mill Road, Ste. 375 The Woodlands, Texas 77380 Office: 281-681-9766 Fax: 281-681-9779 Firm No. 100159-00		
PARCEL PLAT SHOWING PARCEL 237 F.M. 723 FORT BEND COUNTY, TEXAS R.O.W. C.S.J.: 0188-09-047		
SEPTEMBER, 2019		SCALE: N.T.S.

**WILLIAM ANDREWS
LEAGUE No. 3
ABSTRACT No. 3**

CALLED 2.00 ACRES
WILLIAM MONTGOMERY
BRISCOE

F. B. C. C. F. No.
2010072032
O. P. R. F. B. C. T.
EXECUTED 07-26-2010

CALCULATED 1.891 ACRES
RESIDUE OF A
CALLED 9.883 ACRES
PARK 723, LLC
F. B. C. C. F. No. 2018093331
O. P. R. F. B. C. T.
EXECUTED 08-16-2018

STA: 461+06.78
OFF: 90.00' L

PROPOSED R.O.W.

393.22'

FND. 5/8" IR
W/CAP
BEARS
S84° 01' E, 0.57'

EXISTING
R.O.W.

POC
PARCEL 237
FND 5/8" IR
W/CAP

POB
PARCEL 237

N=13,804,099.06'
E=2,981,015.37'
STA: 465+38.55
OFF: 90.00' L

CALLED 2.1101 ACRES
PARK 723, LLC
F. B. C. C. F. No. 2018093332
O. P. R. F. B. C. T.
EXECUTED 08-16-2018

N01° 49' 19" W 431.77'

237

EXISTING R.O.W. S01° 50' 45" E 433.08'

461+00

462+00

463+00

464+00

465+00

PROPOSED BASELINE N01° 49' 19" W

(FRAGT-8-A-(PART-1))

CALLLED 2.695 ACRES - STATE OF TEXAS
VOL. 491, PG. 48 - D.R.F.B.C.T.
EXECUTED 08-17-1967

F.M. 723
(120' R.O.W.)

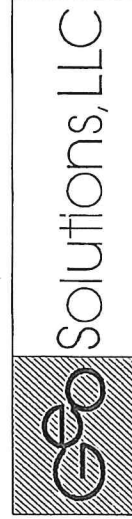
(A)

20' R.O.W. DEDICATION
FILE No. 20130308
F. B. C. P. R.

(B)

COUNTY OF FORT BEND
(40' R.O.W.) VOL. 458, PG. 486
D.R.F.B.C.T. - EXECUTED
09-10-1964

LINE	BEARING	DISTANCE
L1	N87° 03' 37" E	60.05'
L2	S88° 18' 22" W	60.22'



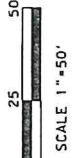
25211 Grogan's Mill Road, Ste. 375
The Woodlands, Texas 77380
Office: 281-681-9766 Fax: 281-681-9779
Firm No. 100159-00

PARCEL PLAT SHOWING

PARCEL 237

F. M. 723
FORT BEND COUNTY, TEXAS
R.O.W. C. S. J.: 0188-09-047

SETTEGAST RANCH ROAD
(AS MONUMENTED) (WIDTH VARIES)



SCALE 1" = 50'

(A)

(B)

0 25 50

EXISTING
R.O.W.

POC
PARCEL 237
FND 5/8" IR
W/CAP

POB
PARCEL 237

N=13,804,099.06'
E=2,981,015.37'
STA: 465+38.55
OFF: 90.00' L

CALLED 2.1101 ACRES
PARK 723, LLC
F. B. C. C. F. No. 2018093332
O. P. R. F. B. C. T.
EXECUTED 08-16-2018

N01° 49' 19" W 431.77'

237

EXISTING R.O.W. S01° 50' 45" E 433.08'

461+00

462+00

463+00

464+00

465+00

PROPOSED BASELINE N01° 49' 19" W

(FRAGT-8-A-(PART-1))

CALLLED 2.695 ACRES - STATE OF TEXAS
VOL. 491, PG. 48 - D.R.F.B.C.T.
EXECUTED 08-17-1967

F.M. 723
(120' R.O.W.)

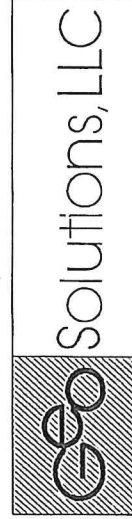
(A)

20' R.O.W. DEDICATION
FILE No. 20130308
F. B. C. P. R.

(B)

COUNTY OF FORT BEND
(40' R.O.W.) VOL. 458, PG. 486
D.R.F.B.C.T. - EXECUTED
09-10-1964

LINE	BEARING	DISTANCE
L1	N87° 03' 37" E	60.05'
L2	S88° 18' 22" W	60.22'



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PARCEL PLAT SHOWING

PARCEL 237

F. M. 723
FORT BEND COUNTY, TEXAS
R.O.W. C. S. J.: 0188-09-047

SETTEGAST RANCH ROAD
(AS MONUMENTED) (WIDTH VARIES)



SCALE 1" = 50'

(A)

(B)

0 25 50