

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

AGREEMENT REGARDING CONVEYANCE OF REAL PROPERTY

This Agreement is made and entered into by and between the City of Sugar Land, a municipal corporation and home-rule city of the State of Texas, acting by and through its City Council, (“City”), 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”). Both may be referred to herein individually as a “Party”, or collectively as “Parties”.

RECITALS

WHEREAS, the City 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”); and

WHEREAS, the Property is a part of the City’s Duhacsek Park; and

WHEREAS, the County is undertaking the improvements to Voss Road under its Mobility Bond Project Number 17404-13, which will require the acquisition of the Property from the County (the “Improvements”); and

WHEREAS, the County has the power of condemnation to obtain property for road and drainage purposes; and

WHEREAS, Section 253.001(b) of the Local Government Code allows the City to convey park land to the County for drainage purposes; and

WHEREAS, Section 272.001 of the Texas Local Government Code requires the property to be conveyed at fair market value; and

WHEREAS, the City now desires to convey the Property to the County for the purpose of constructing, maintaining and operating the Improvements for the benefit of and use by the public; and

WHEREAS, the County desires to accept such conveyance by the City in exchange for providing certain in-kind enhancements to Duhacsek Park pursuant to the terms of this Agreement (“Park Enhancements”); and

WHEREAS, the Commissioners Court of Fort Bend County finds that the Park Enhancements and other obligations contemplated in this Agreement serve a County purpose; and

WHEREAS, the City and the County agree to participate in the Improvement according to the terms of this Agreement; and

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

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. Conveyance of Real Property. In lieu of condemnation, upon final execution of this Agreement, the City will convey the Property to the County and the County will accept the Property from the City by deed in the form attached hereto as **Exhibit A** (herein the "Deed").

Section 3. County Obligations. As consideration for the City's conveyance of the Property, the County shall perform or cause to be performed under its construction contract to construct the Improvements, the following Park Enhancements as in-kind services:

- A. Remove existing 24" RCP. Cost of work is \$900.00.
- B. Remove and relocate monument sign. Cost of work is \$120.00.
- C. Remove and dispose of existing fence, including gate structures (all types and heights). Cost of work is \$1,600.00.
- D. Roadway excavation. Cost of work is \$210.00.
- E. Roadway embankment. Cost of work is \$42.00.
- F. Roadway hot mix asphaltic concrete base course (black base) (8" depth). Cost of work is \$9,130.00.
- G. Install reinforced concrete driveway (8"). Cost of work is \$10,251.00.
- H. Install 4-strand barbed wire fence (include double gate). Cost of work is \$2,205.00.
- I. Install reinforced concrete pipe (C76) (Class III) (24"). Cost of work is \$6,075.00.
- J. Set (TY II) (24"") (RCP) (6:1) (P). Cost of work is \$5,000.00.
- K. Install block sod. Cost of work is \$872.00.
- L. Limestone. Cost of work is \$7,200.00.

M. Asphalt Millings. Cost of work is \$18,760.00.

N. Additional drainage improvements consisting of roadway excavation, embankment, and block sod. Cost of work is \$1,124.00.

O. Relocate gate fifty feet (50') from proposed right of way line of Voss Road, including a match of the current four (4) or (5)-strand barbed wire and metal gate.

P. Additional drainage improvements consisting of roadway excavation, embankment, and block sod. Cost of work is \$1,124.00.

The parties agree that the above listed in-kind services are equal to the amount of the appraisal dated August 25, 2022.

Section 4. Liability. The City and County are entitled to the immunities and defenses of the Texas Tort Claims Act.

Section 5. Maintenance. Upon completion of the Project, each party shall maintain that portion of the Project within its own jurisdiction.

Section 6. Insurance Requirements. County agrees that it will require Contractor's insurance policies to name the County as well as the City as additional insureds on all policies, except for Worker's Compensation and Professional Liability. Any such insurance policies shall include at least the following minimum coverage:

A. Worker's Compensation in the amount required by law. The policy shall include the All States Endorsement.

B. Comprehensive General Liability Insurance including contractual liability insurance, \$1,000,000 per occurrence, \$2,000,000 aggregate (defense costs excluded from face amount of policy).

C. Comprehensive Automatic Liability Insurance, including owned, non-owned and hired vehicles used for the Project, with bodily injury and property damage with a combined limit of not less than \$1,000,000 each occurrence.

D. City may require insurance in excess of the amount of coverage set out above, as it deems necessary, in such cases County shall remain an additional insured. City will provide County with proof of insurance within 30 days of City's award of the contract for the Project construction.

Section 7. Assignment. 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 8. 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 9. 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: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

With a copy to: Fort Bend County Engineering
Attn: County Engineer
301 Jackson Street
Richmond, Texas 77469

City: City of Sugar Land, Texas
Attn: City Engineer
2700 Town Center Blvd, North
Sugar Land, Texas 77479

Section 10. 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 11. Execution. This Agreement has been executed by the City 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.

FORT BEND COUNTY

CITY OF SUGAR LAND

KP George, County Judge

Joe Zimmerman, Mayor

Date _____


Date: _____

ATTEST:

ATTEST:

Laura Richard, County Clerk

Thomas Harris, III, City Secretary

APPROVED: 

J. Stacy Slawinski, P.E., County Engineer

APPROVED AS TO LEGAL FORM:

Marcus D. Spencer, First Assistant County Attorney

EXHIBIT A

[FORM OF DEED]

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

That, **City of Sugar Land**, a municipal corporation and home-rule city of the State of Texas (“Grantor”), for and in consideration of the Grantor’s receipt of in-kind enhancements to Duhacsek Parks, has GRANTED and CONVEYED, and by these presents does GRANT and CONVEY unto the said **FORT BEND COUNTY**, a body corporate and politic under the laws of the State of Texas (“Grantee”), all that certain tract or parcel of land situated in the County of Fort Bend, State of Texas, as more particular described on Exhibit A attached hereto (the “Property”).

Grantor conveys the Property to Grantee only for public use and enjoyment as and for a public street or road, together with the electrical power and telecommunications, gas, water, sanitary and storm sewer lines constructed in the road right of way.

TO HAVE AND TO HOLD the above described land, together with all and singular the rights and appurtenances thereto in any wise belonging, unto Grantee, its successors or assigns forever.

This conveyance is subject to all easements, restrictions and reservations of record in the County Clerk's Official Public Records of Real Property of Fort Bend County, Texas, which affect the property herein conveyed, to the extent they are valid and subsisting and are enforceable against a political subdivision of the State of Texas.

And Grantor does hereby bind itself and its, successors and assigns to warrant and forever defend all and singular the said land 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, except as to the reservations from and exceptions to conveyance and warranty.

EXECUTED this ____ day of _____, 2022.

CITY OF SUGAR LAND

By: _____
Joe Zimmerman, Mayor

ATTEST:

By: _____
Thomas Harris, III, City Secretary (Seal)

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the ____ day of _____, 2022, by Joe Zimmerman, Mayor of the City of Sugar Land, a municipal corporation and home-rule city of the State of Texas, on behalf of said city.

Notary Public, State of Texas

(PLACE NOTARY SEAL ABOVE)

Grantor' address:

2700 Town Center Blvd, North
Sugar Land, Texas 77479

Grantee's address:

401 Jackson St.
Richmond, TX 77469

County: Fort Bend
 Roadway: Old Richmond Road
 Limits: Old Richmond Road at Voss Road

Property Description for Parcel 1

Being a 0.2188 of one acre (9,532 square feet) parcel of land located in the M.M. Battle Survey, Abstract No. 9, Fort Bend County, Texas and being out of and a part of Restricted Reserve "A", Block 1 of DUHACSEK PARK, a subdivision per plat recorded under Plat Number 20080083 of the Fort Bend County Plat Records (F.B.C.P.R.), also being out of and a part of a called 49.9595 acre tract of land as described in a conveyance to City of Sugar Land recorded under Fort Bend County Clerk's File Number (F.B.C.C.F. No.) 2001035179, said 0.2188 of one acre parcel being more particularly described by metes and bounds as follows, with all bearings being grid and based on the Texas Coordinate System of 1983 (NAD '83, '93 Adj.), South Central Zone, and being referenced to monuments found along the existing Northwesterly right-of-way line of Old Richmond Road (width varies) recorded under F.B.C.C.F. No. 2006074385, F.B.C.C.F. No. 2007046625 and under Slide Number 1851B F.B.C.P.R., as cited herein, and with all coordinates and distances being surface which may be converted to grid by dividing by a scale factor of 1.00013, all measurements are in U.S. Survey feet:

COMMENCING at a 5/8-inch iron rod found on the Northwesterly right-of-way line of said Old Richmond Road, being the Southeast corner of Restricted Reserve "G", Block 3 of VILLAGE OF OAK LAKE SECTION THREE, a subdivision per plat recorded under Slide Number 1251A F.B.C.P.R. and being the most Easterly Northeast corner of said Restricted Reserve "A", having surface coordinates of N=13,799,405.30 and E=3,029,129.84, from which a 1/2-inch iron rod found for the common Easterly corner of Lot 52, Block 3 and Lot 53, Block 3 of said VILLAGE OF OAK LAKE SECTION THREE bears North 31°55'37" East, 211.60 feet, thence as follows:

South 31°55'37" West, along the Northwesterly right-of-way line of said Old Richmond Road and a Southeasterly line of said Restricted Reserve "A", a distance of 188.84 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" cap set for the Northeasterly corner and **POINT OF BEGINNING** of the herein described parcel and having surface coordinates of N=13,799,245.02, E=3,029,029.97;

1. **THENCE**, South 31°55'37" West, continuing along the Northwesterly right-of-way line of said Old Richmond Road and a Southeasterly line of said Restricted Reserve "A", a distance of 13.98 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" cap set for the beginning of a tangent curve to the left;
2. **THENCE**, In a southwesterly direction, continuing along the Northwesterly right-of-way line of said Old Richmond Road and a Southeasterly line of said Restricted Reserve "A" and along said curve to the left, an arc distance of 198.33 feet, having a radius of 550.00 feet, a central angle of 20°39'39" and chord which bears South 21°35'47" West, 197.26 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" cap set for the most Southerly corner of the herein described parcel;
3. **THENCE**, North 06°05'10" West, over and across said Restricted Reserve "A", a distance of 16.57 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" cap set for corner;

4. **THENCE**, North 12°26'02" West, continuing over and across said Restricted Reserve "A", a distance of 95.74 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" cap set for an interior corner of the herein described parcel;
5. **THENCE**, North 77°43'43" West, continuing over and across said Restricted Reserve "A", a distance of 22.02 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" cap set for the most Westerly Southwest corner of the herein described parcel;
6. **THENCE**, North 06°34'28" West, continuing over and across said Restricted Reserve "A", a distance of 40.00 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" cap set for the Northwest corner of the herein described parcel;
7. **THENCE**, North 66°50'18" East, continuing over and across said Restricted Reserve "A", a distance of 56.37 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" cap set for corner;
8. **THENCE**, North 65°55'45" East, continuing over and across said Restricted Reserve "A", a distance of 25.68 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" cap set for corner;
9. **THENCE**, North 64°18'54" East, continuing over and across said Restricted Reserve "A", a distance of 13.93 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" cap set for corner;
10. **THENCE**, North 86°54'27" East, continuing over and across said Restricted Reserve "A", a distance of 40.68 feet to the **POINT OF BEGINNING** and containing 0.2188 of one acre (9,532 square feet) of land.

Compiled by:
BGE, Inc.
10777 Westheimer, Suite 400
Houston, Texas 77042
(281) 558-8700
TBPLS Licensed Surveying Firm No. 10106500



NOTES:

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

DATE: 9/28/2020 12:53:33 PM
 FILE: G:\MYPROJ\facts\Fort_Bend_County\0914-00_FBC_Intersections\06_Survey\04_Finals\PARCEL1.dgn
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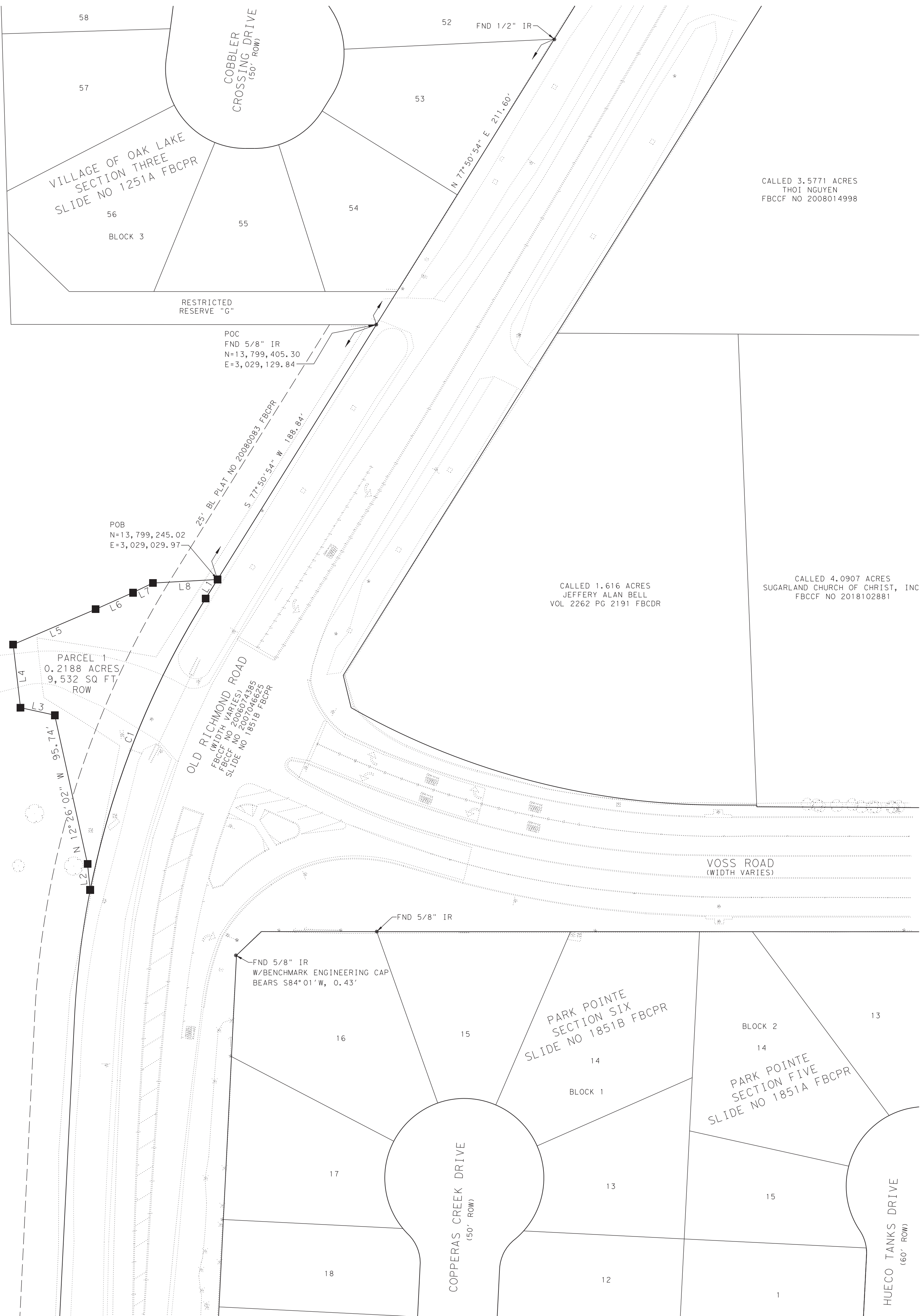
LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 31°55'37" W	13.98'
L2	N 06°05'10" W	16.57'
L3	N 77°43'43" W	22.02'
L4	N 06°34'28" W	40.00'
L5	N 66°50'18" E	56.37'
L6	N 65°55'45" E	25.68'
L7	N 64°18'54" E	13.93'
L8	N 86°54'27" E	40.68'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	198.33'	550.00'	20°39'39"	S 21°35'47" W	197.26'

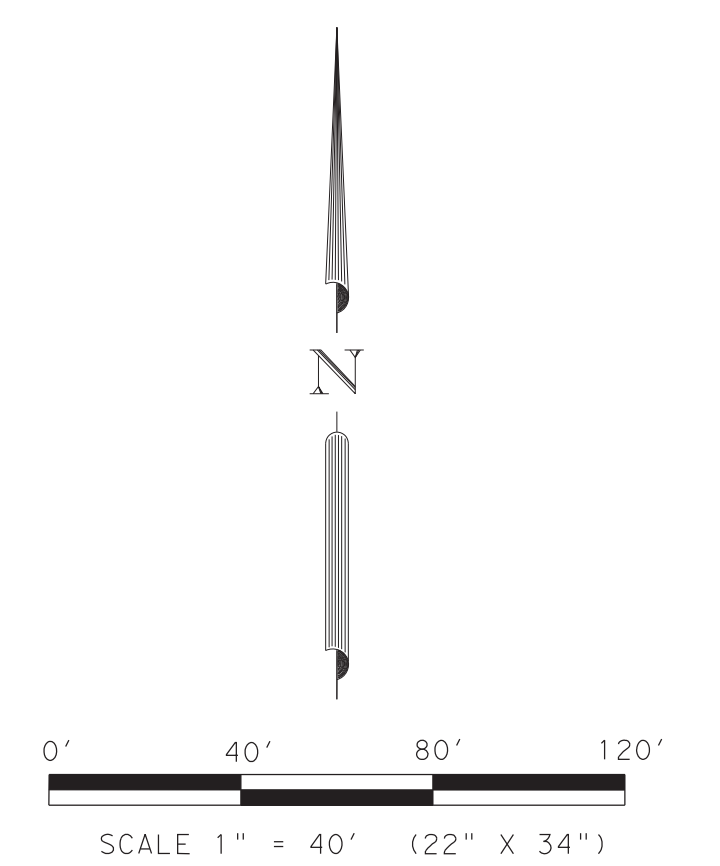
DUHACSEK PARK
 PLAT NO 20080083 FBCPR

RESTRICTED
 RESERVE "A"
 BLOCK 1

CALLED 49.9595 ACRES
 CITY OF SUGAR LAND
 FBCCF NO 2001035179



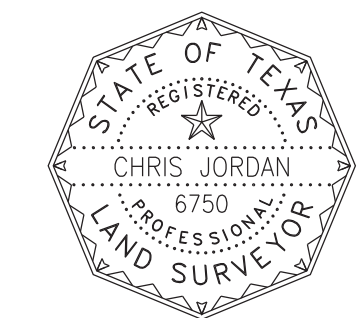
- LEGEND
- BL BUILDING LINE
 - ESMT EASEMENT
 - FBCCF FORT BEND COUNTY CLERK'S FILE
 - FBCDR FORT BEND COUNTY DEED RECORDS
 - FBCPR FORT BEND COUNTY PLAT RECORDS
 - FND FOUND
 - IR IRON ROD
 - NO NUMBER
 - PG PAGE
 - POB POINT OF BEGINNING
 - POC POINT OF COMMENCING
 - ROW RIGHT-OF-WAY
 - VOL VOLUME
 - SET 1/2" IRON PIPE W/BGE INC CAP



- NOTES:
- ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM OF 1983, ALL DISTANCES AND COORDINATES ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00013.
 - THE PROPERTY LIES IN UNSHADED ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS DELINEATED ON THE FLOOD INSURANCE RATE MAP FOR FORT BEND COUNTY, TEXAS AND INCORPORATED AREAS, MAP NUMBER 48157C0145L, REVISED APRIL 2, 2014.
 - THE SQUARE FOOTAGE VALUE SHOWN HEREON IS A MATHEMATICAL VALUE CALCULATED FROM THE BOUNDARY DATA SHOWN HEREON. THIS VALUE IN NO WAY REPRESENTS THE PRECISION OF CLOSURE OF THIS SURVEY OR THE ACCURACY OF CORNER MONUMENTS FOUND OR PLACED.
 - THE PROPERTY ADJOINS MAJOR COLLECTOR ROAD OLD RICHMOND ROAD AS PER THE "2019 MAJOR THOROUGHFARE AND FREEWAY PLAN" APPROVED BY THE HOUSTON PLANNING COMMISSION ON AUGUST 29, 2019 AND ADOPTED BY THE HOUSTON CITY COUNCIL ON OCTOBER 23, 2019.
 - A SEPARATE METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED BY THE UNDERSIGNED IN CONJUNCTION WITH THIS SURVEY PLAT AND ISSUED AS A SEPARATE INSTRUMENT.
 - NO TITLE COMMITMENT WAS PROVIDED AND THE SURVEYOR DID NOT ABSTRACT THE PROPERTY FOR RECORD INSTRUMENTS THAT MAY AFFECT, RESTRICT, OR OTHERWISE ENCUMBER SUBJECT TRACT.

I, CHRIS JORDAN, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY COMPLETED ON THE GROUND IN ACCORDANCE WITH THE TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION II SURVEY.

DATED THIS THE 28TH DAY OF SEPTEMBER, 2020.



Chris Jordan
 CHRIS JORDAN RPLS NO. 6750
 BGE, INC.
 10777 WESTHEIMER, SUITE 400
 HOUSTON, TEXAS 77042
 TELEPHONE: (281) 558-8700

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 10777 Westheimer, Suite 400, Houston, TX 77042
 Tel: 281-558-8700 • www.browngay.com
 TBPLS Licensed Surveying Firm No. 10106500
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ROADWAY EASEMENT OF PARCEL 1
 0.2188 ACRES / 9,532 SQ FT
 OLD RICHMOND ROAD
 AT VOSS ROAD
 SITUATED IN THE
 M.M. BATTLE SURVEY, A-9
 FORT BEND COUNTY, TEXAS

PARTY CHIEF: J.H.	ISSUE DATE: 09/28/2020	SHEET 1 OF 1
TECHNICIAN: C.J./S.T.	SCALE: 1"=40'	
R.P.L.S.: B.M./C.J.	JOB NUMBER: 6974-00	
FIELD BOOK NAME: MISC. 493		
BASE FILE: VOSS-SURF_BASE2.DGN		