

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

RESOLUTION AND ORDER AUTHORIZING DONATION OF REAL PROPERTY

On the ____ day of _____, 2024, at a duly posted and called meeting of the Commissioners Court of Fort Bend County, Texas (the “County”), on motion of Commissioner _____, seconded by Commissioner _____, duly put and carried;

WHEREAS, County owns certain real property located in the Fort Bend County Park and Ride subdivision and abutting the SH-36 right-of-way, and

WHEREAS, County desires to donate and convey a portion of said real property to the State of Texas, acting by and through the Texas Department of Transportation, for public right-of-way purposes for the SH-36 right-of-way, which portion is legally described as follows:

Being a 0.0903 of an acre (3,935 square feet) parcel of land out of the S.A. Stone Survey, Abstract No. 392, Fort Bend County, Texas; said 0.0903 of an acre parcel of land being a calculated 75.04-acre tract out of the remainder of a called 80.495-acre tract conveyed from Rose-Rich, Inc. to Fort Bend County, Texas by Deed executed August 15, 1969, recorded in Volume 518, Page 14 of the Deed Records of Fort Bend County, Texas (D.R.F.B.C.T.); said 0.0903 of an acre parcel being more particularly described by metes and bounds in “Deed” attached hereto as “Attachment 1” and fully incorporated by reference herein (the “Property”).

WHEREAS, the State of Texas has provided County with a Deed for the above-described Property (attached hereto as “Attachment 1”) to donate and convey said Property to the State of Texas for right-of-way purposes pursuant to the terms of that certain “Agreement to Accept Donation of Real Property” attached hereto as “Attachment 2” and fully incorporated by reference herein; and

WHEREAS, pursuant to Chapter 272 of the Texas Local Government Code, County is authorized to donate its Property to the State of Texas for right-of-way purposes without meeting public notice and competitive bidding requirements because the state of Texas is a governmental entity with the power of eminent domain and the conveyance of the Property to said entity will carry out a purpose that benefits the public interest.

NOW THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS the following:

1. County is authorized to donate and convey the above described 0.0903 acre tract of land to the State of Texas for public right-of-way purposes.
2. County approves the attached Agreement to Accept Donation of Real Property and the Deed conveying the Property to TXDOT.
3. KP George, County Judge, is hereby authorized to execute, on behalf of Fort Bend County, Texas the attached “Deed” conveying all right, title, and interest in and to said 0.0903 acre tract of land to the State of Texas for public right-of-way purposes and is further authorized to execute, on behalf of Fort Bend County, Texas the attached “Agreement to Accept Donation of Real Property.”
4. Subject to the acceptance of the Deed by the State of Texas, the County Clerk and/or her designees are hereby authorized to record the attached Right-of-Way Donation Deed in the Official Public Records of Fort Bend County, Texas at no cost.

SIGNED and ENTERED this _____ day of _____, 2024.

FORT BEND COUNTY, TEXAS

KP GEORGE,
COUNTY JUDGE

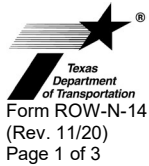
ATTEST:

LAURA RICHARD,
COUNTY CLERK

ATTACHMENT 1

(Deed Follows Behind)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.



DEED

TxDOT ROW CSJ: 0188-01-037

TxDOT Parcel ID: P00073840 (115)

Grantor(s), whether one or more:

Fort Bend County, Texas

Grantor's Mailing Address (including county):

301 Jackson Street
Richmond, Texas 77469-3108
Fort Bend County

Grantee:

The State of Texas, acting by and through the Texas Transportation Commission

Grantee's Authority:

The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):

Texas Department of Transportation
125 E. 11th Street
Austin, Texas 78701
Travis County

Consideration:

The sum of **Ten Dollars and NO/100 Dollars (\$10.00)** to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

Property:

All of that certain tract or parcel of land in Fort Bend County, Texas, being more particularly described in the attached Exhibit A (the “**Property**”).

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Fort Bend County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, and sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein, and thereunder.

Grantor is retaining title to the following improvements (“**Retained Improvements**”) located on the Property, to wit: N/A

Grantor covenants and agrees to remove the Retained Improvements from the Property by N/A day of N/A 20N/A, subject to such extensions of time as may be granted by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever.

Access on and off Grantor’s remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit “A”. Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting, or permitting requirements.

GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee’s successors and assigns forever. Grantor binds Grantor and Grantor’s heirs, successors, and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee’s successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED on the date(s) of acknowledgment indicated below.

GRANTOR:
Fort Bend County, Texas

By: KP George, County Judge

Corporate Acknowledgment

State of Texas
County of _____

This instrument was acknowledged before me on _____, 2024
by KP George, County Judge of Fort Bend County, Texas, on behalf of said entity.

The acknowledging person personally appeared by:

☐ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code, Chapter 406, Subchapter C.

Notary Public's Signature

AFTER RECORDING, RETURN TO:
Community National Title, LLC (CNA) Company
14800 Quorum Drive, Suite 150
Dallas, Texas 75254

EXHIBIT "A"

County: Fort Bend County
Highway: SH 36
Limits: IH 69S to FM 2218
RCSJ: 0188-01-037

Property Description for P00073840.001

Being a 0.0903 of an acre (3,935 square feet) parcel of land out of the S.A. Stone Survey, Abstract Number 392, Fort Bend County, Texas; said 0.0903 of an acre parcel of land being a calculated 75.04-acre tract out of the remainder of a called 80.495-acre tract conveyed from Rose-Rich, Inc. to Fort Bend County, Texas by Deed executed August 15, 1969, recorded in Volume 518, Page 14 of the Deed Records of Fort Bend County, Texas (D.R.F.B.C.T.); said 0.0903 of an acre parcel being more particularly described by metes and bounds as follows:

COMMENCING at a set 1/2-inch iron rod with red plastic cap stamped "VICKREY PROP COR" in the existing south right-of-way line of Band Road (right-of-way width varies), no record information found, at the northwest corner of a called 1.300-acre tract conveyed to Rambo Enterprise, L.L.C. by Special Warranty Deed with Vendor's Lien executed August 18, 2021, recorded in Document Number 2021141970, Official Public Records of Fort Bend County, Texas (O.P.R.F.B.C.T.), and a north corner of a called 5.096-acre tract, Tract 2, conveyed to HWY 36 Mukadum LLC by Special Warranty Deed executed November 10, 2020, recorded in Document Number 2020168020, O.P.R.F.B.C.T.;

THENCE, North 47°21'40" West, into and across the existing right-of-way line of said Band Road, a distance of 92.63 feet to the existing north right-of-way line of said Band Road and the south line of said 75.042-acre tract;

THENCE, North 42°38'20" East, along the existing north right-of-way line of said Band Road and the south line of said 75.042-acre tract, a distance of 396.62 feet to a set 5/8-inch iron rod with TxDOT aluminum cap in the proposed west right-of-way line of SH 36, for the **POINT OF BEGINNING** and for the southwest corner of the herein described parcel, having coordinates of N=13,751,400.82, E=2,983,897.34; said point being 87.06 feet right from the proposed SH 36 Baseline Station 147+38.14;**

1. **THENCE**, North 01°59'10" West, along the proposed west right-of-way line of SH 36, into and across said 75.042-acre tract, a distance of 286.37 feet to a set 5/8-inch iron rod with TxDOT aluminum cap, for an angle point in the west line of the herein described parcel;**

EXHIBIT "A"

2. **THENCE**, North 04°50'26" East, continuing along the proposed west right-of-way line of SH 36, into and across said 75.042-acre tract, a distance of 99.13 feet to a set 5/8-inch iron rod with TxDOT aluminum cap, in the existing west right-of-way line of SH 36, (right-of-way width varies), as described in Volume 130, Page 477, Volume 130, Page 491, Volume 130, Page 490, Volume 130, Page 479, and Volume 131, Page 41, D.R.F.B.C.T., and the east line of said 75.042-acre tract, for the north corner of the herein described parcel;*
3. **THENCE**, South 02°01'40" East, along the existing west right-of-way line of said SH 36 and the east line of said 75.042-acre tract, a distance of 372.59 feet to a point, at the intersection of the existing north right-of-way line of said Band Road and the existing west right-of-way line of said SH 36, for the southeast corner of said 75.042-acre tract and the herein described parcel;
4. **THENCE**, South 42°38'20" West, departing the existing west right-of-way line of said SH 36, and along the north right-of-way line of said Band Road and the south line of said 75.042-acre tract, a distance of 17.16 feet to the **POINT OF BEGINNING** and containing 0.0903 of an acre (3,935 square feet) parcel of land.

NOTES:

All bearings and coordinates are based on the Texas Coordinate System, South Central Zone (4202), North American Datum of 1983 (NAD83). All distances and coordinates shown are surface and may be converted to grid by dividing by a surface adjustment factor of 1.00013.

Units of Measure: International Feet

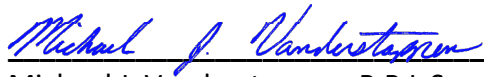
** The monument described and set in this call may be replaced with a TxDOT Type II right-of-way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

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

Abstracting was completed in March, 2023.

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

I hereby certify that this survey was performed on the ground under my supervision and that this property description and accompanying parcel plat represent the facts as found at the time of the survey. Survey date: April, 2023

4/25/2023

Michael J. Vanderstappen, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration #6594
Vickrey & Associates, LLC
12940 Country Parkway
San Antonio, TX 78216
(210) 349-3271
TBPELS Firm Registration No. 10004100

Date



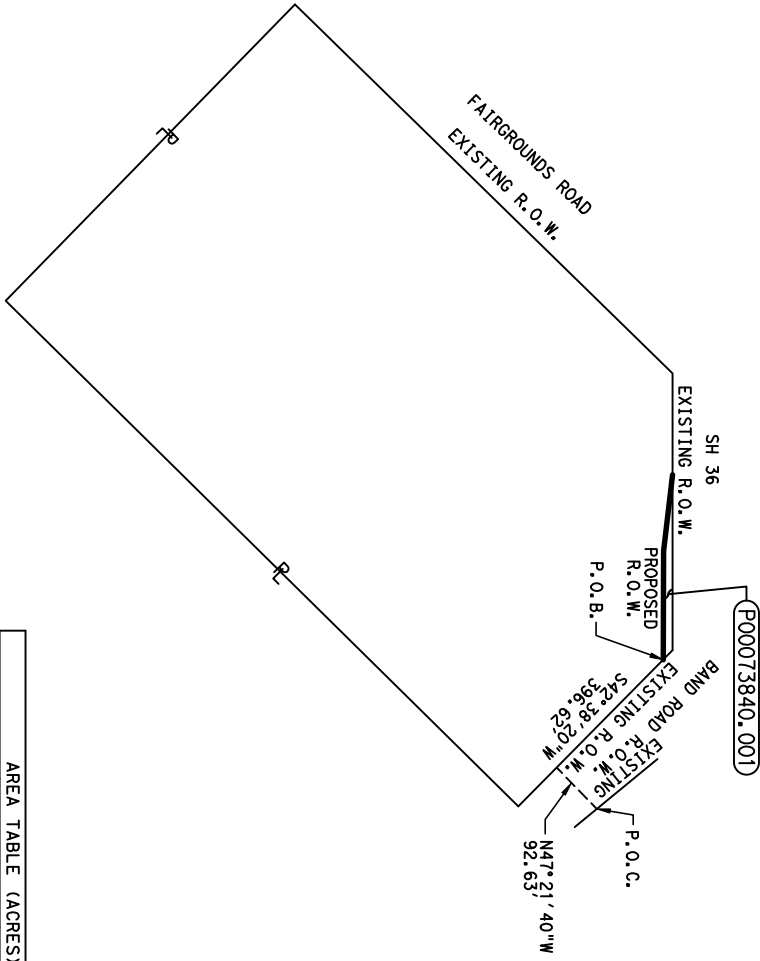
LEGEND

- FOUND MONUMENT (AS NOTED)
- SET 5/8" IRON ROD W/ ALUMINUM TXDOT CAP UNLESS OTHERWISE NOTED
- P.O.C. LAND HOOK (IDENTICAL OWNER)
- P.O.B. POINT OF COMMENCEMENT
- IRON ROD POINT OF BEGINNING
- IRON PIPE
- PINCHED IRON PIPE
- ALUMINUM
- RIGHT-OF-WAY
- DEED RECORDS OF FORT BEND COUNTY, TEXAS
- OFFICIAL RECORDS OF FORT BEND COUNTY, TEXAS
- OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS
- PLAT RECORDS OF FORT BEND COUNTY, TEXAS
- MAP RECORDS OF FORT BEND COUNTY, TEXAS
- EXISTING R.O.W. LINE
- PROPOSED R.O.W. LINE
- EXISTING EASEMENT LINE
- PROPERTY LINE
- NOT TO SCALE (N.T.S.)
- PROPOSED BASELINE
- SURVEY LINE

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, 1983(NAD83). ALL COORDINATES SHOWN ARE BASED ON A COMBINATION OF STATIC AND RTK GPS MEASUREMENTS HOLDING H-5, H-7/H-31, H-8/H-32, H-9/H-33, H-14/H-38(N0800106) AND N2007001.
2. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00013. UNITS: INTERNATIONAL FEET.
3. ORIGINAL SURVEY PATENT LINES AND COUNTY LINES SHOWN HEREIN ARE BASED ON GIS MAPPING OBTAINED FROM THE TEXAS GENERAL LAND OFFICE.
4. THIS MAP WAS PRODUCED WITHOUT THE BENEFIT OF TITLE COMMITMENTS. ALL MATTERS OF RECORDS MAY NOT BE SHOWN HEREIN.
5. ABSTRACTING WAS PERFORMED MARCH, 2023.
6. FIELD SURVEYS COMPLETED APRIL, 2023.
7. PROPOSED BASELINE ALIGNMENT SHOWN HEREON WAS PROVIDED BY TXDOT AND MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.
8. BACKGROUND PLANIMETRICS SHOWN HEREON WERE PROVIDED BY TXDOT.
9. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.
10. **THE MONUMENT DESCRIBED AND SET MAYBE REPLACED WITH A TXDOT TYPE 11 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.
11. HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED ON THE GROUND UNDER MY SUPERVISION AND THAT THIS PARCEL PLAT REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

S.A. STONE SURVEY
ABSTRACT NO. 392



PARENT TRACT INSET
PARCEL P00073840.001
N.T.S.

AREA TABLE (ACRES)			
EXISTING AC.	TAKING AC./S.F.	REMAINDER LEFT	RIGHT
75.04 (CALC)	0.0903 AC 3,935 S.F.		74.95

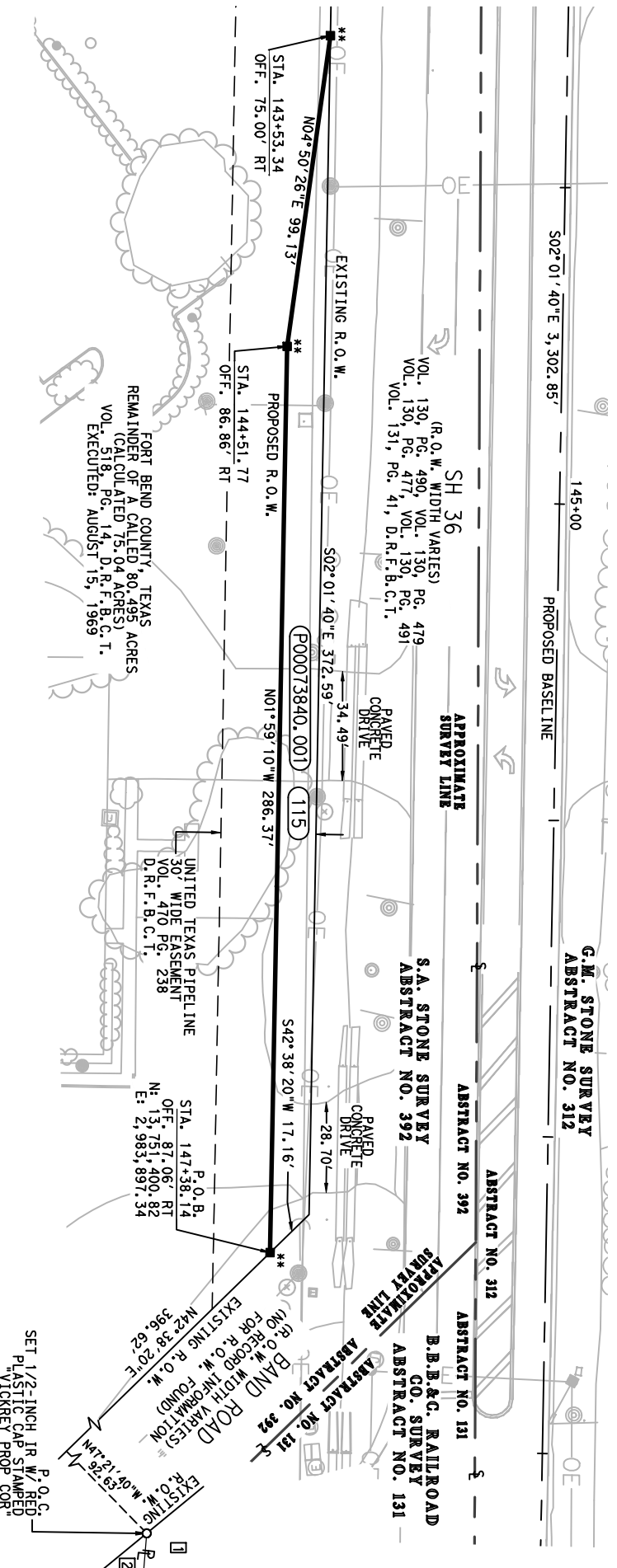
VICKREY & ASSOCIATES, LLC.
CONSULTING ENGINEERS
CIVIL • ENVIRONMENTAL • SURVEY
12940 Country Parkway
San Antonio, TX 78216
Telephone: (210) 349-3271
TBPELS #10004100

PARCEL PLAT
SHOWING
P00073840.001

Michael J. Vanderstapen 4/25/2023
MICHAEL J. VANDERSTAPEN
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NUMBER 6594
DATE



GRAPHIC SCALE



DEED REFERENCES:

1. RAMBO ENTERPRISE, L.L.C.
CALLED 1.300 ACRES
DOC. NO. 2021141970
O.P.R.F.B.C.T.
EXECUTED: AUGUST 18, 2021
2. HWY 36 MUKADUM LLC
TRACT 1: CALLED 1.360 ACRES
& TRACT 2: CALLED 5.096 ACRES
SAVE AND EXCEPT A CALLED 0.1551 OF AN ACRE
DOC. NO. 2020168020 O.P.R.F.B.C.T.
EXECUTED: NOVEMBER 10, 2020

VICKREY & ASSOCIATES, LLC.
CONSULTING ENGINEERS
CIVIL • ENVIRONMENTAL • SURVEY
12940 Country Parkway
San Antonio, TX 78216
Telephone: (210) 349-3271
TBPELS #10004100 ©2023

PARCEL PLAT
SHOWING
P00073840.001

ATTACHMENT 2

(Agreement to Accept Donation of Real Property Follows Behind)

AGREEMENT TO ACCEPT DONATION OF REAL PROPERTY

STATE OF TEXAS	§	ROW CSJ #: 0188-01-037
	§	Parcel #: P00073840 (115)
COUNTY OF FORT BEND	§	Project limits: From IH 69S to FM 2218

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 Matthew C. Whitney, MAI is \$58,362.00. 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:

To the extent allowed by law, 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, to the extent allowed by law, 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: Fort Bend County, Texas 301 Jackson Street Richmond, Texas 77469-3108	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 County
Highway: SH 36
Limits: IH 69S to FM 2218
RCSJ: 0188-01-037

Property Description for P00073840.001

Being a 0.0903 of an acre (3,935 square feet) parcel of land out of the S.A. Stone Survey, Abstract Number 392, Fort Bend County, Texas; said 0.0903 of an acre parcel of land being a calculated 75.04-acre tract out of the remainder of a called 80.495-acre tract conveyed from Rose-Rich, Inc. to Fort Bend County, Texas by Deed executed August 15, 1969, recorded in Volume 518, Page 14 of the Deed Records of Fort Bend County, Texas (D.R.F.B.C.T.); said 0.0903 of an acre parcel being more particularly described by metes and bounds as follows:

COMMENCING at a set 1/2-inch iron rod with red plastic cap stamped "VICKREY PROP COR" in the existing south right-of-way line of Band Road (right-of-way width varies), no record information found, at the northwest corner of a called 1.300-acre tract conveyed to Rambo Enterprise, L.L.C. by Special Warranty Deed with Vendor's Lien executed August 18, 2021, recorded in Document Number 2021141970, Official Public Records of Fort Bend County, Texas (O.P.R.F.B.C.T.), and a north corner of a called 5.096-acre tract, Tract 2, conveyed to HWY 36 Mukadum LLC by Special Warranty Deed executed November 10, 2020, recorded in Document Number 2020168020, O.P.R.F.B.C.T.;

THENCE, North 47°21'40" West, into and across the existing right-of-way line of said Band Road, a distance of 92.63 feet to the existing north right-of-way line of said Band Road and the south line of said 75.042-acre tract;

THENCE, North 42°38'20" East, along the existing north right-of-way line of said Band Road and the south line of said 75.042-acre tract, a distance of 396.62 feet to a set 5/8-inch iron rod with TxDOT aluminum cap in the proposed west right-of-way line of SH 36, for the **POINT OF BEGINNING** and for the southwest corner of the herein described parcel, having coordinates of N=13,751,400.82, E=2,983,897.34; said point being 87.06 feet right from the proposed SH 36 Baseline Station 147+38.14;**

1. **THENCE**, North 01°59'10" West, along the proposed west right-of-way line of SH 36, into and across said 75.042-acre tract, a distance of 286.37 feet to a set 5/8-inch iron rod with TxDOT aluminum cap, for an angle point in the west line of the herein described parcel;**

EXHIBIT "A"

2. **THENCE**, North 04°50'26" East, continuing along the proposed west right-of-way line of SH 36, into and across said 75.042-acre tract, a distance of 99.13 feet to a set 5/8-inch iron rod with TxDOT aluminum cap, in the existing west right-of-way line of SH 36, (right-of-way width varies), as described in Volume 130, Page 477, Volume 130, Page 491, Volume 130, Page 490, Volume 130, Page 479, and Volume 131, Page 41, D.R.F.B.C.T., and the east line of said 75.042-acre tract, for the north corner of the herein described parcel;**
3. **THENCE**, South 02°01'40" East, along the existing west right-of-way line of said SH 36 and the east line of said 75.042-acre tract, a distance of 372.59 feet to a point, at the intersection of the existing north right-of-way line of said Band Road and the existing west right-of-way line of said SH 36, for the southeast corner of said 75.042-acre tract and the herein described parcel;
4. **THENCE**, South 42°38'20" West, departing the existing west right-of-way line of said SH 36, and along the north right-of-way line of said Band Road and the south line of said 75.042-acre tract, a distance of 17.16 feet to the **POINT OF BEGINNING** and containing 0.0903 of an acre (3,935 square feet) parcel of land.

NOTES:

All bearings and coordinates are based on the Texas Coordinate System, South Central Zone (4202), North American Datum of 1983 (NAD83). All distances and coordinates shown are surface and may be converted to grid by dividing by a surface adjustment factor of 1.00013.

Units of Measure: International Feet

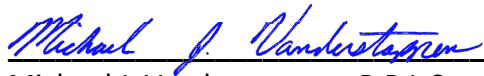
** The monument described and set in this call may be replaced with a TxDOT Type II right-of-way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

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

Abstracting was completed in March, 2023.

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

I hereby certify that this survey was performed on the ground under my supervision and that this property description and accompanying parcel plat represent the facts as found at the time of the survey. Survey date: April, 2023

4/25/2023

Michael J. Vanderstappen, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration #6594
Vickrey & Associates, LLC
12940 Country Parkway
San Antonio, TX 78216
(210) 349-3271
TBPELS Firm Registration No. 10004100

Date



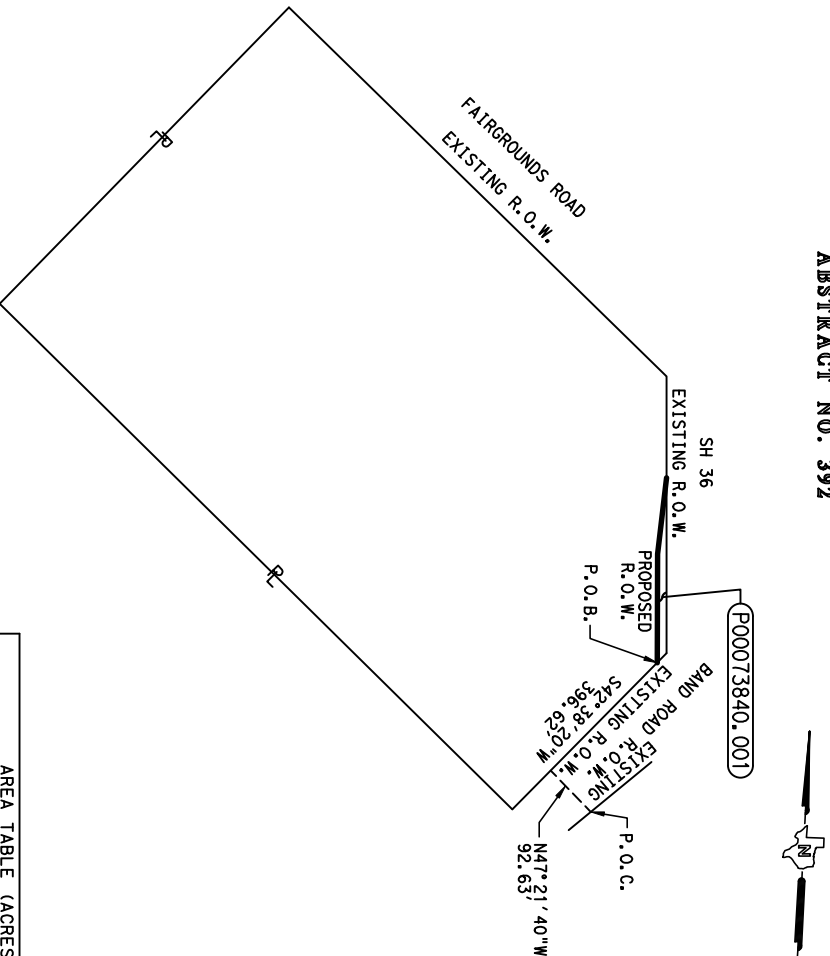
LEGEND

- FOUND MONUMENT (AS NOTED)
SET 5/8" IRON ROD W/ ALUMINUM TXDOT CAP
UNLESS OTHERWISE NOTED
LAND HOOK (IDENTICAL OWNER)
POINT OF COMMENCEMENT
POINT OF BEGINNING
IRON ROD
IRON PIPE
PINCHED IRON PIPE
ALUMINUM
RIGHT-OF-WAY
DEED RECORDS OF FORT BEND COUNTY, TEXAS
OFFICIAL RECORDS OF FORT BEND COUNTY, TEXAS
OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS
PLAT RECORDS OF FORT BEND COUNTY, TEXAS
MAP RECORDS OF FORT BEND COUNTY, TEXAS
EXISTING R.O.W. LINE
PROPOSED R.O.W. LINE
EXISTING EASEMENT LINE
PROPERTY LINE
NOT TO SCALE (N.T.S.)
PROPOSED BASELINE
SURVEY LINE

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, 1983(NAD83). ALL COORDINATES SHOWN ARE BASED ON A COMBINATION OF STATIC AND RTK GPS MEASUREMENTS HOLDING H-5, H-7/H-31, H-8/H-32, H-9/H-33, H-14/H-38(N0800106) AND N2007001.
2. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00013. UNITS: INTERNATIONAL FEET.
3. ORIGINAL SURVEY PATENT LINES AND COUNTY LINES SHOWN HEREIN ARE BASED ON GIS MAPPING OBTAINED FROM THE TEXAS GENERAL LAND OFFICE.
4. THIS MAP WAS PRODUCED WITHOUT THE BENEFIT OF TITLE COMMITMENTS. ALL MATTERS OF RECORDS MAY NOT BE SHOWN HEREIN.
5. ABSTRACTING WAS PERFORMED MARCH, 2023.
6. FIELD SURVEYS COMPLETED APRIL, 2023.
7. PROPOSED BASELINE ALIGNMENT SHOWN HEREON WAS PROVIDED BY TXDOT AND MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.
8. BACKGROUND PLANIMETRICS SHOWN HEREON WERE PROVIDED BY TXDOT.
9. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.
10. **THE MONUMENT DESCRIBED AND SET MAYBE 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.
11. HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED ON THE GROUND UNDER MY SUPERVISION AND THAT THIS PARCEL PLAT REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

S.A. STONE SURVEY
ABSTRACT NO. 392



PARENT TRACT INSET
PARCEL P00073840.001
N.T.S.

AREA TABLE (ACRES)			
EXISTING AC.	TAKING AC./S.F.	REMAINDER LEFT	RIGHT
75.04 (CALC)	0.0903 AC 3,935 S.F.		74.95

VICKREY & ASSOCIATES, LLC.

CONSULTING ENGINEERS
CIVIL • ENVIRONMENTAL • SURVEY
12940 Country Parkway
San Antonio, TX 78216
Telephone: (210) 349-3271
TBPELS #10004100

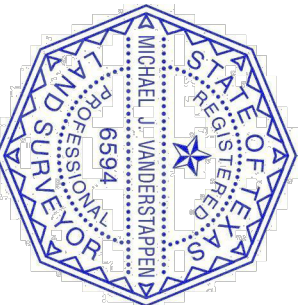
PARCEL PLAT

SHOWING
P00073840.001

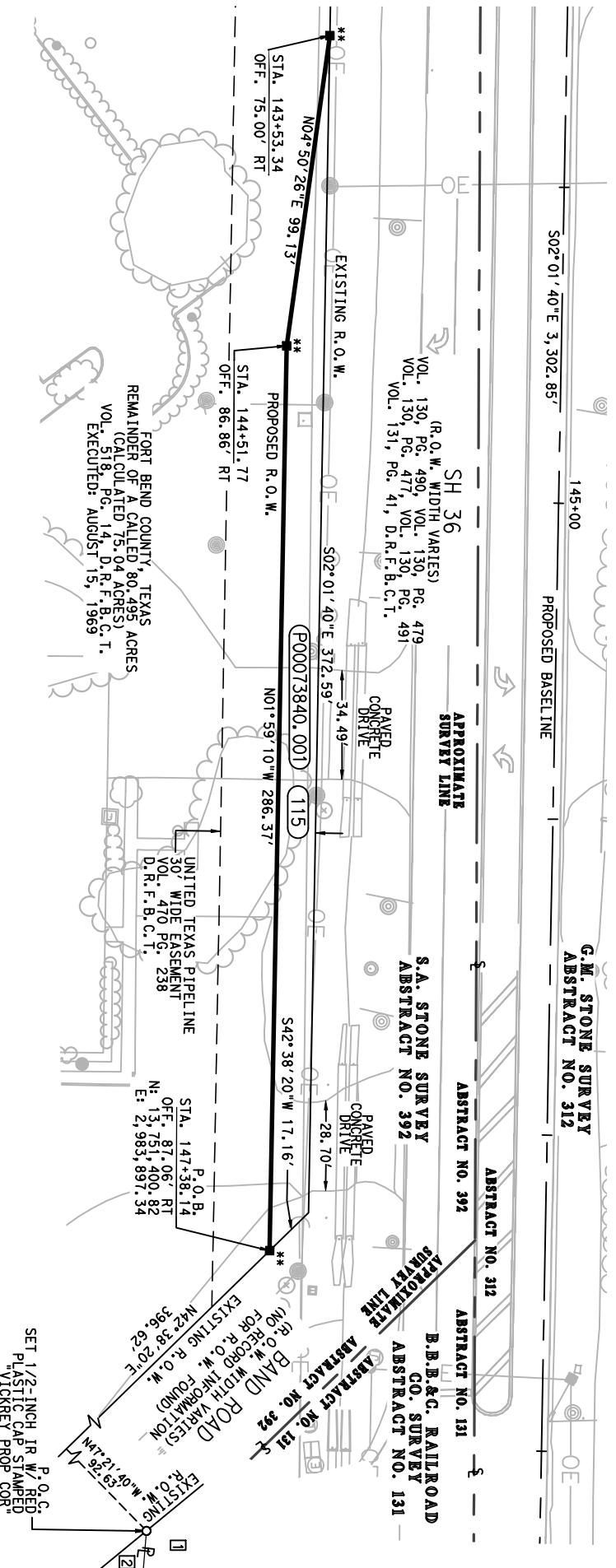
MICHAEL J. VANDERSTAPEN
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NUMBER 6594

DATE

4/25/2023



GRAPHIC SCALE



DEED REFERENCES:

1. RAMBO ENTERPRISE, L.L.C.
CALLED 1.300 ACRES
DOC. NO. 2021141970
O.P.R.F.B.C.T.
EXECUTED: AUGUST 18, 2021
2. HWY 36 MUKADUM LLC
TRACT 1: CALLED 1.360 ACRES
& TRACT 2: CALLED 5.096 ACRES
SAVE AND EXCEPT A CALLED 0.1551 OF AN ACRE
DOC. NO. 2020168020 O.P.R.F.B.C.T.
EXECUTED: NOVEMBER 10, 2020

VICKREY & ASSOCIATES, LLC.
CONSULTING ENGINEERS
CIVIL • ENVIRONMENTAL • SURVEY
12940 Country Parkway
San Antonio, TX 78216
Telephone: (210) 349-3271
TBPELS #10004100 ©2023

PARCEL PLAT

SHOWING

P00073840.001

SH 36
FORT BEND COUNTY
RCSJ 0188-01-037
APRIL, 2023 SCALE: 1"=50'