NOTICE OF MEETING
FORT BEND COUNTY COMMISSIONERS COURT
7TH FLOOR, WM. B. TRAVIS BUILDING, RICHMOND, TEXAS
TUESDAY, APRIL 7, 2009
1:00 O'CLOCK P.M.

AGENDA

1. Call to Order.

2. Invocation and Pledge of Allegiance by Commissioner Meyers.

3. Approve minutes of regular meeting held on March 24, 2009, and special meeting held on March 31, 2009.

4. Public Comments regarding the Agenda and Announcements.

5. PUBLIC HEARINGS: 1:00 p.m.:
   A. Public Transportation: Conduct Public Hearing to receive comments on Fort Bend County's award of FY09 Section 5310 Elderly and Disabled and FY09 Section 5311 Rural Transportation Program Funding.
   B. Engineering: Conduct Public Hearings and take all appropriate action on the following matters:
      1) Approval of road name change from Oilfield Road to Scenic Rivers Drive; segment runs north and south from southern right-of-way line of Commonwealth Boulevard in City of Sugar Land, south to city limits, (County maintenance begins) to the north right-of-way line of Cabrera Drive, (city limits, City of Sugar Land) Key Map page 609 J and N, Precinct 4.
      2) Approval of road name change from Oilfield Road to Cabrera Drive; segment runs east and west from easterly right-of-way line of Cabrera Drive at city limits, City of Sugar Land, to easterly right-of-way line of Manor Drive projection, Key Map page 609 N, Precinct 4.
      3) Acceptance of the traffic control plan for Rio Vista, Section 1, Pct. 1.

CONSENT AGENDA ITEMS 6 - 18:

6. **OUT-OF-STATE TRAVEL: Approve out-of-state travel requests for County personnel:**
   A. Information Technology: Lois Davis to Las Vegas, Nevada, April 13–17, 2009, to attend HelpSTAR 2008 training. (Fund: Information Technology, Training)
   B. Library: Cindy Oberrender to Las Vegas, Nevada, April 13-17, 2009, to attend HelpSTAR 2008 training/implementation. (Fund: Library, Travel)

OUT-OF-STATE TRAVEL (Continued)

C. **Sheriff's Office:**
   1) **Ratify travel by Robert Williams to Panama City, Panama, March 26-28, 2009, for extradition of prisoner back to Fort Bend County. (Fund: Sheriff, Enforcement, Travel)**
   2) **Ratify travel by Chris Carlson and Brian Schmidt to Los Angeles, California, March 30-31, 2009, for extradition of prisoner back to Fort Bend County. (Fund: Sheriff, Enforcement, Travel)**
   3) **Ratify travel by Jeff Martin to Cairo, Georgia, March 31 – April 2, 2009, to process vehicle of missing person and conduct interview. (Fund: Sheriff, Enforcement, Travel)**
   4) **Ratify travel by Hal Knight and Daniel Limas to Norman, Oklahoma, from April 1-2, 2009, for extradition of prisoner back to Fort Bend County. (Fund: Sheriff, Enforcement, Travel)**
   5) **Ratify travel by Jose Hernandez and Rick White to Elmira, New York, from April 2-3, 2009, for extradition of prisoner back to Fort Bend County. (Fund: Sheriff, Enforcement, Travel)**

7. **COUNTY JUDGE:**
   A. **Approve correction of typographical error on Agenda Item No. 16 A from Commissioners Court dated March 24, 2009, and adopt Order Creating Rules and Regulations for Parking at Designated Fort Bend County Owned Properties, effective April 1, 2009.**
   B. **Approve correction of typographical error on Agenda Item No. 16 B from Commissioners Court meeting dated March 24, 2009, and adopt Fort Bend County Employee Information Manual, Section 614 – Parking at Designated Fort Bend County Properties, effective April 1, 2009.**
   C. **Approve request for Historic Site Property Tax Exemption for the following properties for tax year 2009:**
      1) **The George Ranch Historical Park, located in Richmond, Texas;**
      2) **The Morton Ferry Home, located at 402 North Second Street, Richmond, Texas; and**
      3) **The Darst-Yoder House, located at 300 South Ninth Street, Richmond, Texas.**

8. **COMMISSIONER, PCT. 1:**
   A. **Approve Project Agreement between Fort Bend County and City of Needville to provide assistance with excavating ditches and resetting culverts for proper drainage on Richmond Street, County expenditure not to exceed $2,700. (Fund: Road & Bridge, Multi)**
   B. **Approve Project Agreement between Fort Bend County and City of Beasley to provide assistance with reconstruction and overlaying asphalt on North Fourth Street from Avenue A to Avenue E and South Seventh Street from Loop 540 to Avenue J, County expenditure not to exceed $49,363.76 (Fund: Road & Bridge, Multi)**

9. **BUDGET TRANSFERS:**
   - A. **Constable, Pct. 1: Approve transfer in the amount of $4,100 from Information Technology into Property and Equipment to allocate funds for upgrade four mobile dash mounts and five digital portable radios.**
   - B. **Constable, Pct. 2: Approve transfer in the amount of $40,821 as detailed on Auditor's form dated March 31, 2009, to amend the budget pursuant to Local Government Code §111.0706 and allocate funds for the law enforcement agreement with Quail Bridge Community Improvement Association.**
   - C. **County Clerk: Approve transfer in the amount of $230,243 from Records Management, Contingency, into line items detailed on County Clerk's form dated March 30, 2009, to allocate funds into correct accounts for the purchase of Magnitude SAN from The Harding Group as approved by Commissioners Court on March 17, 2009.**
   - D. **Purchasing: Approve transfer in the amount of $54 from Office Supplies into Information Technology to allocate funds for upgrade from Windows 2000 to Windows XP.**
   - E. **Sheriff, Detention: Approve transfer in the amount of $91,258 as detailed on Sheriff's form dated March 24, 2009, to allocate funds for purchase of computers, printers, and software for new Jail Tower.**
   - F. **Sheriff, Narcotics Task Force, State: Approve transfer in the amount of $453,537 as detailed on Sheriff's form dated April 1, 2009, to allocate funds for the purchase of equipment.**

10. **COMMUNITY DEVELOPMENT: Approve payment of Invoice No. 3 in the amount of $25,171.40 to PM Construction & Rehab for construction services regarding the City of Kendleton Wastewater System Project. (Fund: Community Development Block Grant)**

11. **ENGINEERING:**
   - A. **Approve payment of Invoice No. 45727 (Pay Estimate No. 6) in the amount of $18,224.49 to Burk-Kleinpeter, Inc. regarding the expansion of Trammel-Fresno Road, Mobility Bond Project #746, Precincts 1 and 2. (Fund: Mobility Bonds)**
   - B. **Approve payment of Invoice No. 45835 (Pay Estimate No. 7) in the amount of $9,766.52 to Burk-Kleinpeter, Inc. regarding the expansion of Trammel-Fresno Road, Mobility Bond Project #746, Precincts 1 and 2. (Fund: Mobility Bonds)**
   - C. **Approve payment of Invoice No. 45942 (Pay Estimate No. 8) in the amount of $14,874.34 to Burk-Kleinpeter, Inc. regarding the expansion of Trammel-Fresno Road, Mobility Bond Project #746, Precincts 1 and 2. (Fund: Mobility Bonds)**
   - D. **Approve payment of Invoice No. 11 (Pay Estimate No. 11) in the amount of $11,393.10 to Cobb-Fendley & Associates, Inc. regarding the expansion of Greenbusch Road, Mobility Bond Project #732, Precinct 3. (Fund: Mobility Bonds)**
   - E. **Approve payment of Invoice No. 17 (Pay Estimate No. 17) in the amount of $20,728.84 to Schaumburg & Polk, Inc. regarding Management and Administrative Support Services for the 2007 Mobility Bond Project Program, Precincts 1, 2, 3 and 4. (Fund: Mobility Bonds)**

ENGINEERING (Continued)

F. **Approve payment of Invoice No. 299166 (Pay Estimate No. 7) in the amount of $1,490.00 to Tedsi Infrastructure Group regarding the expansion of Harlem Road, Mobility Bond Project #725-A, Precincts 3 and 4. (Fund: Mobility Bonds)**

G. **Approve payment of Invoice No.CB030539-06 in the amount of $917.88 to Carter & Burgess for actual labor rates regarding Fort Bend County Mobility Bond Projects, Precincts 1, 2, 3 and 4. (Fund: Mobility Fees)**

H. **Approve application from BNSF Railway Co. / NRG to construct a driveway tie-in onto Lockwood Bypass, Precinct 1.**

I. **Approve application from the City of Rosenberg, Texas to make improvements to Seabourne Creek, CenterPoint Lateral Phase I, Precinct 1.**

J. **Approve application from AT&T Texas to bury cable along Twin Lane, Pct. 1.**

K. **Approve application from TDK Construction Company to construct two driveway tie-ins, one on Morton and one on Longmeadow Farms Parkway, Precinct 3.**

L. **Approve application from Lowe's Home Improvement Center / Timber Lake Construction Co,. Inc. to construct an outfall into Oyster Creek, Precinct 4.**

M. **Approve the plat for Aliana, Section 15 Replat No. 1, Pct. 4.**

N. **Approve plat for the roads within Walnut Creek, Section 3, Pct. 1.**

O. **Approve plat for the lots within Walnut Creek, Section 3, Pct. 1.**

P. **Accept the streets in Andover Farms, Section 6 and release bond #6478588 in the amount of $141,750.00, Pct. 1.**

Auburn View Lane	120.00 LF
Hannah Falls Lane	835.85 LF
Monarch Blue Lane	368.56 LF
Blair Field Lane	513.18 LF
Avery Bay Court	78.67 LF
TOTAL:	1,916.26 LF

Q. **Accept the streets in Sienna Village of Shipman's Landing, Section 24 and release bond #6496644 in the amount of $102,421.90, Pct. 1.**

Celina Knoll	335.41 LF
Crosby Garden	549.78 LF
Carmine Glen	448.64 LF
TOTAL:	1,333.83 LF

R. **Accept the streets in Cinco Terrace Drive to Fry Road and Cinco Rose Drive to FM 1093 St. Ded., and release bond #SU5023154 in the amount of $470,820.00, Pct. 3.**

Cinco Terrace Drive	3,709.79 LF
Cinco Rose Lane	1,157.04 LF
Parsley Creek Lane	60.00 LF
Juniper Stone Lane	111.11 LF
Salt Creek Lane	68.93 LF
TOTAL:	5,106.87 LF

ENGINEERING (Continued)

S. Accept the streets in Cinco Ranch Southwest, Section 7 and release bond #SU5023582 in the amount of $247,450.00, Pct. 3.

Parsley Creek Lane	146.18 LF
Dill Canyon Lane	467.04 LF
Galena Stone Lane	711.99 LF
Pepper Bend Lane	1,314.03 LF
Chicory Chase Court	446.63 LF
Caper Grove Lane	174.81 LF
TOTAL:	3,260.68 LF

T. Accept the streets in Cinco Ranch Southwest, Section 8 and release bond #SU5023583 in the amount of $341,390.00, Pct. 3.

Juniper Stone Lane	1,225.39 LF
Lavender Mist Lane	692.51 LF
Summer Savory Lane	1,181.33 LF
Basil Field Court	111.98 LF
Rosemary Hill Lane	596.84 LF
Caper Grove Lane	213.94 LF
Primrose Springs Lane	529.12 LF
TOTAL:	4,551.11 LF

U. Accept the streets in Cinco Ranch Southwest, Section 12 and release bond #SU5024036 in the amount of $328,650.00, Pct. 3.

Garnet Stone Lane	672.90 LF
Sapphire Hill Lane	817.04 LF
Amethyst Arbor Lane	1,280.08 LF
Jade Clover Lane	409.88 LF
Blue Opal Lane	423.17 LF
Pearl Creek Lane	268.57 LF
Fremont Manor Lane	427.57 LF
Ruby Red Lane	143.62 LF
TOTAL:	4,442.83 LF

V. Accept the streets in Cinco Ranch Southwest, Section 13 and release bond #SU5023614 in the amount of $312,340.00, Pct. 3.

Topaz Oaks Lane	82.28 LF
East Amber Bluff Lane	638.91 LF
West Amber Bluff Lane	574.54 LF
Gemstone Cove Court	386.12 LF
Crystal Leaf Lane	1,088.43 LF
Cherry Quartz Court	370.02 LF
Ruby Red Lane	615.52 LF
TOTAL:	3,755.82 LF

ENGINEERING (Continued)

W. Accept the streets in Cinco Ranch Southwest, Section 15 and release bond #SU5024013 in the amount of $433,440.00, Pct. 3.

Ginger Gables Lane	965.06 LF
Lavender Bend Lane	209.11 LF
Cedardale Falls Drive	922.79 LF
Savory Springs Lane	775.83 LF
Pepper Hollow Lane	888.51 LF
Salt Creek Lane	954.29 LF
Basil View Lane	813.66 LF
Preston Oaks Drive	150.54 LF
TOTAL:	5,679.79 LF

X. Accept the streets in Cinco Ranch Southwest, Section 20 and release bond #SU5024059 in the amount of $443,940.00, Pct. 3.

Springwood Lake Drive	1,235.76 LF
Oakton Springs Drive	729.55 LF
Madison Falls Lane	719.26 LF
Pipestone Glen Lane	772.77 LF
Greenwell Springs Lane	610.75 LF
Ellerbe Springs Lane	555.25 LF
Winding Glen Lane	966.07 LF
Pierrmont Court	227.80 LF
Wildoak Glen Lane	331.78 LF
TOTAL:	6,148.99 LF

Y. Accept the streets in Cinco Ranch Southwest, Section 22 and release bond #SU5023942 in the amount of $126,070.00, Pct. 3.

Cinco Ranch Boulevard	175.68 LF

Z. Accept the streets in Cinco Ranch Southwest, Section 24 and release bond #SU5024346 in the amount of $249,760.00, Pct. 3.

Terrace Sage Lane	513.23 LF
Gatewood Manor Drive	969.26 LF
Upland Ridge Lane	259.15 LF
Emberwood Falls Drive	906.26 LF
Appleberry Drive	160.00 LF
TOTAL:	2,807.90 LF

AA. Accept the Letter of Credit Amendment No. 1, No. 25935-SA, for Shops at Bella Terra, Section 4 to extend the expiration date to March 26, 2010, Pct. 3. ***(Tuesday, May 5, 2009, at 1:00 p.m.)***

BB. Set public hearing for acceptance of the traffic control plan for Andover Farms, Section 6, Pct. 1. ***(Tuesday, May 5, 2009, at 1:00 p.m.)***

CC. Set public hearing for acceptance of the traffic control plan for Sienna Village of Shipman's Landing, Section 24, Pct. 1. ***(Tuesday, May 5, 2009, at 1:00 p.m.)***

ENGINEERING (CONTINUED)

DD. Set public hearing for acceptance of the traffic control plan for Cinco Terrace Drive to Fry Road and Cinco Rose Drive to FM 1093 St. Ded., Cinco Ranch Southwest, Section 7, Section 8, Section 12, Section 13, Section 15, Section 20, Section 22, Section 24, Pct. 3. ***(Tuesday, May 5, 2009, at 1:00 p.m.)***

EE. Set public hearing for the traffic control plan prohibiting overnight parking of commercial motor vehicles, in Townewest Subdivision, pursuant to Texas Transportation Code Ann. 545.307, Pct. 3. ***(Tuesday, May 5, 2009, at 1:00 p.m.)***

12. FACILITIES MANAGEMENT & PLANNING: The Director of Facilities Management & Planning submits these invoices for payment for projects which have been budgeted and funded by Facility Bonds:

A. Invoice No. 09-02-034 in the amount of $2,908.00 to Kelly Kaluza & Associates, Inc. for professional services regarding the Jail Expansion Project; and

B. Invoice No. UT1000110915 in the amount of $4,351.86 to Bob Barker Company, Inc. for furniture, fixture and equipment costs associated with the Jail Expansion Project.

13. FIRE MARSHAL: Record into Minutes cancellation of the Bond for Investigator John O. Villarreal, due to resignation, effective March 13, 2009.

14. HUMAN RESOURCES: Authorize request for payment of Military Supplemental Pay in the amount of $10,020.19 for employee of the Sheriff's Office called to Involuntary Active Duty, Position No. 5601-0550, pursuant to §708.77 of the Fort Bend County Employee Information Manual.

15. PARKS DEPARTMENT: Approve payment of Invoice No. 21736 and Invoice No. 21790 for an amount totaling $33,264.00 to Wellington Electric, Inc. for electrical services regarding the Mustang Park lighting project. (Fund: Parks, Security, Lighting)

16. SHERIFF'S OFFICE: Ratify travel by FBI Agent Richard Rennison to Panama City, Panama, March 26-28, 2009, and authorize reimbursement of expenses for extradition of prisoner back to Fort Bend County. (Fund: Sheriff, Enforcement, Travel)

17. PURCHASING: Authorize advertising for bids/proposals/statements of qualifications for the following:

A. Summer food program;

B. Fuel treatment program;

C. Security fencing at Rosenberg Annex;

D. Moving service for various departments;

E. Design/Build renovations at Jane Long Annex;

F. Third party credit card company for Transportation; and

G. Program Manager for Construction of Justice Center.

18. TAX ASSESSOR/COLLECTOR:

A. Record into Minutes the Destruction of Tax Office documentation, including research, correspondence, and auto information, as detailed on lists submitted by the Office of Patsy Schultz, Tax Assessor/Collector, dated March 31, 2009, in accordance with State Archive Retention Schedule of Destruction.

B. Approve refunds over $500 detailed in Tax Assessor/Collector's Report submitted on March 24, 2009, for an amount totaling $26,573.24.

C. Approve refunds over $500 detailed in Tax Assessor/Collector's Report submitted on March 31, 2009, for an amount totaling $37,406.90.

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19. COUNTY JUDGE:

A. Discuss and consider taking all appropriate action on Resolution Requesting Support of House Joint Resolution 84, A Constitutional Amendment Prohibiting Unfunded Mandates on Texas Counties.

B. Take all appropriate action on request by The Archaeological Conservancy for archeological site property tax exemption for five properties located in Missouri City for tax year 2009.

C. Take all appropriate action on First Amendment to Tax Abatement Agreement between Fort Bend County, SL Park West, Ltd., and Bechtel Equipment Operations, Inc. for assignment of tax abatement agreement to McMillian Investments, Inc.

20. COMMISSIONER, PCT. 1:

A. Take all appropriate action on Renewal Agreement between Fort Bend County and the YMCA to provide a summer youth outreach program at the New St. Phillips Missionary Baptist Church for an amount not to exceed $31,696, funded by BFI tipping fees, as authorized by Commissioners Court on October 28, 2008. (Fund: Fresno Arcola Projects)

B. Take all appropriate action on request by James Hewitt, representing the estate of Floyd S. Hewitt, to waive penalty and interest, including attorney fees, totaling $262.06 on property taxes for Tax Year 2007, Pct. 1.

21. COMMISSIONER, PCT. 2:

A. Take all appropriate action to suspend the requirement for solicitation of qualifications for professional services for project management services for the Missouri City Annex, and authorize negotiations with BSCI.

B. Take all appropriate action on request to authorize electronic application to U.S. Department of Justice for grant funding of three law enforcement officers for gang intervention activities in the Houston portion of Fort Bend County by the COPS Hiring Recovery Program (CHRP) in the amount of $552,711 for the period of October 1, 2009 through September 30, 2012, with no cash match required until conclusion of the federal funding in 2012, when the three positions must be retained by Fort Bend County for a term of at least twelve months.

22. COMMISSIONER, PCT. 3:
    A. Take all appropriate action on Order Decreeing the Acquisition of Property to be a Public Necessity and Authorize the Acquisition and Payment of Compensation for public project known as Katy Flewellen Widening Project, Mobility Bond Project No. 733.
    B. Take all appropriate action on Order Decreeing the Acquisition of Property to be a Public Necessity and Authorize the Acquisition and Payment of Compensation for public project known as Katy Gaston Road Widening Project, Mobility Bond Project No. 734.
    C. Take all appropriate action on Order Decreeing the Acquisition of Property to be a Public Necessity and Authorize the Acquisition and Payment of Compensation for public project known as FM 1464 Widening Project, Mobility Bond Project No. 764.

23. COMMUNITY DEVELOPMENT:
    A. Take all appropriate action to authorize County Judge to sign and submit Method of Distribution Preference Form to Houston-Galveston Area Council, agreeing that the County will take the lead in developing a method of distribution for the Community Development Block Grant Disaster Recovery Program for jurisdictions within the County.
    B. Take all appropriate action on Agreement between Fort Bend County and Southeast Texas Housing Finance Corporation in the amount of $203,461 for down payment and closing costs assistance, part of the FY 2008 Consolidated Action Plan approved by Commissioners Court on July 1, 2008. (Fund: Community Development Block Grant)
    C. Take all appropriate action on Agreement between Fort Bend County and Fort Bend County Fresh Water Supply District No. 1 in the amount of $250,000 to install water service lines and make connections to low and moderate-income owner-occupied housing units within the District boundaries, part of the FY 2003 Consolidated Action Plan approved by Commissioners Court in 2003. (Fund: Community Development Block Grant)
    D. Take all appropriate action to authorize County Judge to sign the Funding Approval and Grant Agreement for Neighborhood Stabilization Program, for the County to receive $2,796,177 as authorized and appropriated under the Housing and Economic Recovery Act of 2008, with no cash match required by Fort Bend County.

24. DISTRICT ATTORNEY: Take all appropriate action to authorize reimbursement in the amount of $17.30 to D. L. Oglesby for purchase of supplies without a purchase order. (Fund: District Attorney, State Asset Forfeiture)

25. EMERGENCY MANAGEMENT: Take all appropriate action on Agreement between Fort Bend County and the City of Houston to assign ownership of the PIER Center to the jurisdiction of the City.

26. ENGINEERING:
    A. Take all appropriate action on the Interlocal Cooperation Agreement between Fort Bend County and the Lower Colorado River Authority for a non-exclusive, non-transferable, limited license to use and create copies of materials for use in Fort Bend County's Beat the Baron Waste Education workshop events and services provided in accordance with this Agreement.
    B. Take all appropriate action on License Agreement between Fort Bend County and L&S Environmental Productions, Inc. for County's use of the Beat the Baron Waste product as part of the Household Hazardous Waste Education program.

27. FACILITIES MANAGEMENT & PLANNING: Take all appropriate action on Mutual Release and Agreement between Fort Bend County, the Archdiocese of Houston-Galveston and Holy Family Parish to use parking spaces at county facilities and church facilities in Missouri City during times when respective facilities are closed at not cost to County, Precinct 2.

28. GRANTS ADMINISTRATION:
    A. Take all appropriate action to assign Justice Assistance Grant (JAG) Review Committee to conduct 30-day review of completed application to the U. S. Department of Justice for the 2009 JAG Recovery Act funds in the amount of $349,610, with no cash match required by Fort Bend County.
    B. Take all appropriate action to set a Public Hearing to receive public comment on the application for JAG Recovery Act funds, to be conducted Tuesday, May 12, 2009, at 1:00 p.m. in the Commissioners Courtroom of the Wm. B. Travis Building in Richmond, Texas, and publish notice of hearing on Fort Bend County website.

29. HEALTH & HUMAN SERVICES - SOCIAL SERVICES: Take all appropriate action to ratify acceptance of grant funding in the amount of $287,014 from the National Board of the Emergency Food and Shelter Program (EFSP), Phase XXVII, for use in the following categories through September 30, 2009, with no cash match required by Fort Bend County: Rent/Mortgage $177,950; Utilities $94,714; and Other Food $14,350.

30. JUVENILE PROBATION: Take all appropriate action on Application and Agreement for Receipt of USDA Donated Commodities for the National School Lunch Program for the School Year July 1, 2009 through June 30, 2010, contingent upon approval by the Juvenile Board at their next meeting.

31. PARKS DEPARTMENT: Take all appropriate action to authorize submission of the Application for Participation in the Summer Food Service Program to Texas Department of Agriculture for the 2009 Summer Food Service Program, and authorize County Judge to sign all documents pertaining to the application.

32. PUBLIC TRANSPORTATION:
    A. Take all appropriation action to execute Contract Amendment No. 3 for Section 5311 Rural Transportation Program Contract No 51812F7098, State Project No RPT 0803(12)31, to amend the project budget.
    B. Take all appropriation action to execute Contract Amendment No. 2 for Section 5311 Rural Transportation Program Contract No 51912F7019, State Project No RPT 0901(12), to amend the project budget.
    C. Take all appropriate action to authorize County Judge to sign and the Transportation Director to submit FY09 Rural Section 5311 Project Grant Agreement, State Project No ED 0903(12), Contract No 51912F7050 to the Texas Department of Transportation to receive Federal funds in the amount of $122,808, with an estimated local match required through August 31, 2010.

33. PURCHASING:
    A. Take all appropriate action on Bid #09-056 for the Mellow Oaks Lane Extension Project.
    B. Take all appropriate action to approve upgrade of the telephone system for the George Memorial Library, and purchase Walkercom for the George Memorial Library utilizing Department of Information Resources (DIR) contract DIR-SDD-272, for an amount not to exceed $36,000. (Fund: Library, Capital Acquisitions)
    C. Take all appropriate action on First Amendment to Contract for Software Installation and Installation Services (RFP #07-098) between Fort Bend County and VOTEC Corporation for an additional amount not to exceed $52,000. (Fund: Elections, Contract, Information Technology)
    D. Take all appropriate action to consider granting an exemption to the competitive bid process as authorized by Local Government Code §262.024 (a)(7) for the purchase of an item available from only one source for the following:
        1) Dispatch software from Priority Dispatch, for an amount not to exceed $70,000. (Fund: Sheriff, Federal Asset Forfeiture)
        2) Maintenance of hazmat equipment from Air Instrumentation, for an amount not to exceed $27,000. (Fund: Emergency Management, Fees)
    E. Take all appropriate action to approve telephone service agreement between Fort Bend County and Department of Information Resources (DIR) Communications Service Division.
    F. Take all appropriate action to authorize the purchase of one (1) pickup truck for Constable Precinct 3, pursuant to Bid #08-027. (Fund: Constable Pct 3, Capital Acquisitions)
    G. Take all appropriate action to purchase help desk software from SHI Government Solutions utilizing Department of Information Resources (DIR) contract DIR-SDD-198, for an amount not to exceed $48,000. (Fund: Information Technology and Library)
    H. Take all appropriate action on request for price increase from Crop Production Services for item #21 pursuant to Bid #09-012 for Weed, Brush and Insect Control Materials.
    I. Take all appropriate action on request for price increase request from Univar for item #21 pursuant to Bid #09-012 for Weed, Brush and Insect Control Chemicals.

34. SHERIFF'S OFFICE:
    A. Take all appropriate action to authorize payment by Invoice Transmittal in the amount of $5,720.67 to Sprint/Nextel for airtime charges incurred without a purchase order. (Fund: Sheriff's Office, HIDTA Grant)
    B. Take all appropriate action on request to authorize electronic application to U.S. Department of Justice for grant funding not to exceed ten sworn officers by the COPS Hiring Recovery Program (CHRP) for the period of October 1, 2009 through September 30, 2012, with no cash match required until conclusion of the federal funding in 2012, when the positions must be retained by Fort Bend County for a term of at least twelve months.
    C. Take all appropriate action to approve submission of the grant application for the FY2010-FY2011 Victim Coordinator Liaison Grant (VCLG) to the Office of the Attorney General, Crime Victims' Services Division, for a period of 2 years, from September 01, 2009 through August 31, 2011, with no cash match required by Fort Bend County.

35. TAX ASSESSOR/COLLECTOR: Take all appropriate action on Agreements between Fort Bend County and the following organizations for the processing of auto registration and title transactions, effective through 2010: Gillman Honda of Rosenberg; Gillman Nissan; Mercedes Benz of Sugar Land; Small Car, LP; McCall N Inc.; McCall T II, Inc.; Rosenberg Imports, Ltd,; and Helfman Ford.

36. Approve Bills.

37. Ratify release of time-sensitive bills on April 2, 2009.

38. Meet in Closed Session to deliberate the following matters as authorized by the Texas Government Code:

    A. § 551.071. Consultation With Attorney. Commissioners Court will meet in Closed Session to seek the advice of its attorney about pending or contemplated litigation; a settlement offer; or on a matter in which the duty of the attorney to Commissioners Court under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Texas Government Code Chapter 551.

        Cause No. 32,983; The State of Texas and Fort Bend County, vs. Asgor, Ltd., et al.; In the County Court at Law Number Three (3) of Fort Bend County, Texas.

    B. § 551.072. Deliberation Regarding Real Property. Commissioners Court will meet in Closed Session to deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.
        1) Land Matters, Precinct 3: Katy-Flewellen Road, Mobility Bond Project No. 734.
        2) Land Matters, Precinct 3: Greenbusch Road, Mobility Bond Project No. 732.

39. Reconvene Open Session and consider taking action on the following matters:
    A. § 551.071. Consultation With Attorney.
        Cause No. 32,983; The State of Texas and Fort Bend County, vs. Asgor, Ltd., et al.; In the County Court at Law Number Three (3) of Fort Bend County, Texas.

    B. § 551.072. Deliberation Regarding Real Property.
        1) Land Matters, Precinct 3: Katy-Flewellen Road, Mobility Bond Project No. 734.
        2) Land Matters, Precinct 3: Greenbusch Road, Mobility Bond Project No. 732.

40. Adjournment.

In the event any of the foregoing items are not covered in the time allocated on the date of this agenda, the County may order a continuance for the next day until the discussion is completed on all items.

Robert E. Hebert, County Judge

Notice of meeting/agenda posted at the Fort Bend County Courthouse Complex in Richmond, Texas, on Friday, April 3, 2009, by Donna Ospina. An electronic version of this notice is also posted on the Fort Bend County website: www.co.fort-bend.tx.us under Commissioners Court.

NOTICE

Policy of Non-Discrimination on the Basis of Disability

Fort Bend County does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. The County's ADA Coordinator is the Director of Facilities Management & Planning, located at 1402 Band Road, Suite 100, in Rosenberg, Texas, 77471, and can be reached at telephone number 281-633-7045. The Director of Facilities Management & Planning is designated to coordinate compliance with the non-discrimination requirements in Section 35.107 of the Department of Justice regulations. Information concerning the provisions of the Americans with Disabilities Act, and the rights provided thereunder, are available from the ADA coordinator.

NOTICE

The County Commissioners Court of Fort Bend County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.086 (Economic Development).

FILED FOR RECORD
NO____ TIME 2:23 A.M. P.M.
APR 3 2009
County Clerk Fort Bend Co. Tex.

April 7, 2009

NOTICE OF MEETING
FORT BEND COUNTY DRAINAGE DISTRICT – BOARD OF DIRECTORS
7TH FLOOR, WM. B. TRAVIS BUILDING, RICHMOND, TEXAS
TUESDAY, APRIL 7, 2009
1:00 O'CLOCK P.M.

FILED FOR RECORD
NO_____ TIME 2:23 A.M. (P.M.)
APR 3 2009
Shirley Wilson
County Clerk Fort Bend Co. Tex.

AGENDA

1. Call to Order.
2. Accept Monthly Report for January and February, 2009.
3. Approve request for Historic Site Property Tax Exemption for the following properties for tax year 2009:
   A. The George Ranch Historical Park, located in Richmond, Texas;
   B. The Morton Ferry Home, located at 402 North Second Street, Richmond, Texas; and
   C. The Darst-Yoder House, located at 300 South Ninth Street, Richmond, Texas.
4. Take all appropriate action on request by The Archaeological Conservancy for archeological site property tax exemption for five properties located in Missouri City for tax year 2009.
5. Take all appropriate action on Bid #09-057 for the purchase of shredders.
6. Adjournment.

In the event any of the foregoing items are not covered in the time allocated on the date of this agenda, the County may order a continuance for the next day until the discussion is completed on all items.

Robert Hebert
Robert E. Hebert, County Judge

Notice of meeting/agenda posted at the Fort Bend County Courthouse Complex in Richmond, Texas, on Friday, April 3, 2009, by Donna Ospina. An electronic version of this notice is also posted on the Fort Bend County website: www.co.fort-bend.tx.us under Commissioners Court.

NOTICE
Policy of Non-Discrimination on the Basis of Disability

Fort Bend County does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. The County's ADA Coordinator is the Director of Facilities Management & Planning, located at 1402 Band Road, Suite 100, in Rosenberg, Texas, 77471, and can be reached at telephone number 281-633-7045. The Director of Facilities Management & Planning is designated to coordinate compliance with the non-discrimination requirements in Section 35.107 of the Department of Justice regulations. Information concerning the provisions of the Americans with Disabilities Act, and the rights provided thereunder, are available from the ADA coordinator.

NOTICE

The County Commissioners Court of Fort Bend County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.086 (Economic Development).

APPROVAL OF MINUTES
COMMISSIONERS COURT
FORT BEND COUNTY

I, Dianne Wilson, duly elected County Clerk and Clerk of Court, Fort Bend County, Texas do hereby submit the Official Minutes of Commissioners Court held on the 7th day of April, 2009.

DIANNE WILSON, COUNTY CLERK

Now, therefore, be it resolved upon the motion of Commissioner Meyers seconded by Commissioner Patterson, duly put and carried, it is ordered to accept as presented for record the attached minutes approved on this the 14th day of April, 2009.

ROBERT E. HEBERT, COUNTY JUDGE

Approved

MINUTES

BE IT REMEMBERED, That on this 7th DAY of APRIL, 2009, Commissioners Court of Fort Bend County, Texas, met at a regular meeting with the following present:

ROBERT E. HEBERT	COUNTY JUDGE
RICHARD MORRISON	COMMISSIONER PRECINCT 1
GRADY PRESTAGE	COMMISSIONER PRECINCT 2
ANDY MEYERS	COMMISSIONER PRECINCT 3
JAMES PATTERSON	COMMISSIONER PRECINCT 4
SHERRY FISK for DIANNE WILSON	COUNTY CLERK

When the following were heard and the following orders were passed:

1. **Call to Order.**

   Call to Order by Judge Hebert at 1:00 p.m.

2. **Invocation and Pledge of Allegiance by Commissioner Meyers.**

   Invocation and Pledge of Allegiance by Commissioner Meyers.

3. **Approve minutes of regular meeting held on March 24, 2009, and special meeting held on March 31, 2009.**

   Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve minutes of regular meeting held on March 24, 2009, and special meeting held on March 31, 2009.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

4. **Public Comments regarding the Agenda and Announcements.**

   Judge Hebert presented a Proclamation to Ron Booker, chairman of the Child Welfare Board, that April is Child Abuse Prevention month.

   Adam Jacko with Terminex Commercial Services, questioned why his bid was rejected for pest control services with the county.

   Bill Dostal, representing the City of Richmond, is in favor of agenda item 19A.

   Rodrigo Carreon of Fresno, is in favor of agenda items 11 A, B, C and 23C.

5. **PUBLIC HEARINGS: 1:00 p.m.:**

A. **Public Transportation: Conduct Public Hearing to receive comments on Fort Bend County's award of FY09 Section 5310 Elderly and Disabled and FY09 Section 5311 Rural Transportation Program Funding.**

Public hearing held. No public comments.

No action taken.

B. **Engineering: Conduct Public Hearings and take all appropriate action on the following matters:**

1) **Approval of road name change from Oilfield Road to Scenic Rivers Drive; segment runs north and south from southern right-of-way line of Commonwealth Boulevard in City of Sugar Land, south to city limits, (County maintenance begins) to the north right-of-way line of Cabrera Drive, (city limits, City of Sugar Land) Key Map page 609 J and N, Precinct 4.**

2) **Approval of road name change from Oilfield Road to Cabrera Drive; segment runs east and west from easterly right-of-way line of Cabrera Drive at city limits, City of Sugar Land, to easterly right-of-way line of Manor Drive projection, Key Map page 609 N, Precinct 4.**

3) **Acceptance of the traffic control plan for Rio Vista, Section 1, Pct. 1.**

Public hearing held. No public comments.

Moved by Commissioner Patterson, Seconded by Commissioner Morrison, duly put and unanimously carried (5-0), it is ordered to approve 5B 1 and 2 contingent upon the City of Sugar Land approving the same segments and approve 5B3.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

CONSENT AGENDA ITEMS 6 - 18:

6. **OUT-OF-STATE TRAVEL: Approve out-of-state travel requests for County personnel:**

A. **Information Technology: Lois Davis to Las Vegas, Nevada, April 13–17, 2009, to attend HelpSTAR 2008 training. (Fund: Information Technology, Training)**

B. **Library: Cindy Oberrender to Las Vegas, Nevada, April 13-17, 2009, to attend HelpSTAR 2008 training/implementation. (Fund: Library, Travel)**

C. **Sheriff's Office:**

1) **Ratify travel by Robert Williams to Panama City, Panama, March 26-28, 2009, for extradition of prisoner back to Fort Bend County. (Fund: Sheriff, Enforcement, Travel)**

2) **Ratify travel by Chris Carlson and Brian Schmidt to Los Angeles, California, March 30-31, 2009, for extradition of prisoner back to Fort Bend County. (Fund: Sheriff, Enforcement, Travel)**

3) **Ratify travel by Jeff Martin to Cairo, Georgia, March 31 – April 2, 2009, to process vehicle of missing person and conduct interview. (Fund: Sheriff, Enforcement, Travel)**

Item 6C continued – Out of State Travel Sheriff's Office:

4) **Ratify travel by Hal Knight and Daniel Limas to Norman, Oklahoma, from April 1-2, 2009, for extradition of prisoner back to Fort Bend County. (Fund: Sheriff, Enforcement, Travel)**
5) **Ratify travel by Jose Hernandez and Rick White to Elmira, New York, from April 2-3, 2009, for extradition of prisoner back to Fort Bend County. (Fund: Sheriff, Enforcement, Travel)**

7. COUNTY JUDGE:
   A. **Approve correction of typographical error on Agenda Item No. 16 A from Commissioners Court dated March 24, 2009, and adopt Order Creating Rules and Regulations for Parking at Designated Fort Bend County Owned Properties, effective April 1, 2009.**
   B. **Approve correction of typographical error on Agenda Item No. 16 B from Commissioners Court meeting dated March 24, 2009, and adopt Fort Bend County Employee Information Manual, Section 614 – Parking at Designated Fort Bend County Properties, effective April 1, 2009.**
   C. **Approve request for Historic Site Property Tax Exemption for the following properties for tax year 2009:**
      1) **The George Ranch Historical Park, located in Richmond, Texas;**
      2) **The Morton Ferry Home, located at 402 North Second Street, Richmond, Texas; and**
      3) **The Darst-Yoder House, located at 300 South Ninth Street, Richmond, Texas.**

8. COMMISSIONER, PCT. 1:
   A. **Approve Project Agreement between Fort Bend County and City of Needville to provide assistance with excavating ditches and resetting culverts for proper drainage on Richmond Street, County expenditure not to exceed $2,700. (Fund: Road & Bridge, Multi)**
   B. **Approve Project Agreement between Fort Bend County and City of Beasley to provide assistance with reconstruction and overlaying asphalt on North Fourth Street from Avenue A to Avenue E and South Seventh Street from Loop 540 to Avenue J, County expenditure not to exceed $49,363.76 (Fund: Road & Bridge, Multi)**

9. BUDGET TRANSFERS:
   A. **Constable, Pct. 1: Approve transfer in the amount of $4,100 from Information Technology into Property and Equipment to allocate funds for upgrade four mobile dash mounts and five digital portable radios.**
   B. **Constable, Pct. 2: Approve transfer in the amount of $40,821 as detailed on Auditor's form dated March 31, 2009, to amend the budget pursuant to Local Government Code §111.0706 and allocate funds for the law enforcement agreement with Quail Bridge Community Improvement Association.**
   C. **County Clerk: Approve transfer in the amount of $230,243 from Records Management, Contingency, into line items detailed on County Clerk's form dated March 30, 2009, to allocate funds into correct accounts for the purchase of Magnitude SAN from The Harding Group as approved by Commissioners Court on March 17, 2009.**
   D. **Purchasing: Approve transfer in the amount of $54 from Office Supplies into Information Technology to allocate funds for upgrade from Windows 2000 to Windows XP.**

Item 9 continued – Budget Transfers:

E. **Sheriff, Detention: Approve transfer in the amount of $91,258 as detailed on Sheriff's form dated March 24, 2009, to allocate funds for purchase of computers, printers, and software for new Jail Tower.**

F. **Sheriff, Narcotics Task Force, State: Approve transfer in the amount of $453,537 as detailed on Sheriff's form dated April 1, 2009, to allocate funds for the purchase of equipment.**

10. **COMMUNITY DEVELOPMENT: Approve payment of Invoice No. 3 in the amount of $25,171.40 to PM Construction & Rehab for construction services regarding the City of Kendleton Wastewater System Project. (Fund: Community Development Block Grant)**

11. **ENGINEERING:**

A. **Approve payment of Invoice No. 45727 (Pay Estimate No. 6) in the amount of $18,224.49 to Burk-Kleinpeter, Inc. regarding the expansion of Trammel-Fresno Road, Mobility Bond Project #746, Precincts 1 and 2. (Fund: Mobility Bonds)**

B. **Approve payment of Invoice No. 45835 (Pay Estimate No. 7) in the amount of $9,766.52 to Burk-Kleinpeter, Inc. regarding the expansion of Trammel-Fresno Road, Mobility Bond Project #746, Precincts 1 and 2. (Fund: Mobility Bonds)**

C. **Approve payment of Invoice No. 45942 (Pay Estimate No. 8) in the amount of $14,874.34 to Burk-Kleinpeter, Inc. regarding the expansion of Trammel-Fresno Road, Mobility Bond Project #746, Precincts 1 and 2. (Fund: Mobility Bonds)**

D. **Approve payment of Invoice No. 11 (Pay Estimate No. 11) in the amount of $11,393.10 to Cobb-Fendley & Associates, Inc. regarding the expansion of Greenbusch Road, Mobility Bond Project #732, Precinct 3. (Fund: Mobility Bonds)**

E. **Approve payment of Invoice No. 17 (Pay Estimate No. 17) in the amount of $20,728.84 to Schaumburg & Polk, Inc. regarding Management and Administrative Support Services for the 2007 Mobility Bond Project Program, Precincts 1, 2, 3 and 4. (Fund: Mobility Bonds)**

F. **Approve payment of Invoice No. 299166 (Pay Estimate No. 7) in the amount of $1,490.00 to Tedsi Infrastructure Group regarding the expansion of Harlem Road, Mobility Bond Project #725-A, Precincts 3 and 4. (Fund: Mobility Bonds)**

G. **Approve payment of Invoice No.CB030539-06 in the amount of $917.88 to Carter & Burgess for actual labor rates regarding Fort Bend County Mobility Bond Projects, Precincts 1, 2, 3 and 4. (Fund: Mobility Fees)**

H. **Approve application from BNSF Railway Co. / NRG to construct a driveway tie-in onto Lockwood Bypass, Precinct 1.**

I. **Approve application from the City of Rosenberg, Texas to make improvements to Seabourne Creek, CenterPoint Lateral Phase I, Precinct 1.**

J. **Approve application from AT&T Texas to bury cable along Twin Lane, Pct. 1.**

K. **Approve application from TDK Construction Company to construct two driveway tie-ins, one on Morton and one on Longmeadow Farms Parkway, Precinct 3.**

L. **Approve application from Lowe's Home Improvement Center / Timber Lake Construction Co,. Inc. to construct an outfall into Oyster Creek, Precinct 4.**

M. **Approve the plat for Aliana, Section 15 Replat No. 1, Pct. 4.**

N. **Approve plat for the roads within Walnut Creek, Section 3, Pct. 1.**

O. **Approve plat for the lots within Walnut Creek, Section 3, Pct. 1.**

Item 11 continued – Engineering:

P. Accept the streets in Andover Farms, Section 6 and release bond #6478588 in the amount of $141,750.00, Pct. 1.

Auburn View Lane	120.00 LF
Hannah Falls Lane	835.85 LF
Monarch Blue Lane	368.56 LF
Blair Field Lane	513.18 LF
Avery Bay Court	78.67 LF
TOTAL:	1,916.26 LF

Q. Accept the streets in Sienna Village of Shipman's Landing, Section 24 and release bond #6496644 in the amount of $102,421.90, Pct. 1.

Celina Knoll	335.41 LF
Crosby Garden	549.78 LF
Carmine Glen	448.64 LF
TOTAL:	1,333.83 LF

R. Accept the streets in Cinco Terrace Drive to Fry Road and Cinco Rose Drive to FM 1093 St. Ded., and release bond #SU5023154 in the amount of $470,820.00, Pct. 3.

Cinco Terrace Drive	3,709.79 LF
Cinco Rose Lane	1,157.04 LF
Parsley Creek Lane	60.00 LF
Juniper Stone Lane	111.11 LF
Salt Creek Lane	68.93 LF
TOTAL:	5,106.87 LF

S. Accept the streets in Cinco Ranch Southwest, Section 7 and release bond #SU5023582 in the amount of $247,450.00, Pct. 3.

Parsley Creek Lane	146.18 LF
Dill Canyon Lane	467.04 LF
Galena Stone Lane	711.99 LF
Pepper Bend Lane	1,314.03 LF
Chicory Chase Court	446.63 LF
Caper Grove Lane	174.81 LF
TOTAL:	3,260.68 LF

T. Accept the streets in Cinco Ranch Southwest, Section 8 and release bond #SU5023583 in the amount of $341,390.00, Pct. 3.

Juniper Stone Lane	1,225.39 LF
Lavender Mist Lane	692.51 LF
Summer Savory Lane	1,181.33 LF
Basil Field Court	111.98 LF
Rosemary Hill Lane	596.84 LF
Caper Grove Lane	213.94 LF
Primrose Springs Lane	529.12 LF
TOTAL:	4,551.11 LF

Item 11 continued – Engineering:

U. **Accept the streets in Cinco Ranch Southwest, Section 12 and release bond #SU5024036 in the amount of $328,650.00, Pct. 3.**

Garnet Stone Lane	672.90 LF
Sapphire Hill Lane	817.04 LF
Amethyst Arbor Lane	1,280.08 LF
Jade Clover Lane	409.88 LF
Blue Opal Lane	423.17 LF
Pearl Creek Lane	268.57 LF
Fremont Manor Lane	427.57 LF
Ruby Red Lane	143.62 LF
TOTAL:	4,442.83 LF

V. **Accept the streets in Cinco Ranch Southwest, Section 13 and release bond #SU5023614 in the amount of $312,340.00, Pct. 3.**

Topaz Oaks Lane	82.28 LF
East Amber Bluff Lane	638.91 LF
West Amber Bluff Lane	574.54 LF
Gemstone Cove Court	386.12 LF
Crystal Leaf Lane	1,088.43 LF
Cherry Quartz Court	370.02 LF
Ruby Red Lane	615.52 LF
TOTAL:	3,755.82 LF

W. **Accept the streets in Cinco Ranch Southwest, Section 15 and release bond #SU5024013 in the amount of $433,440.00, Pct. 3.**

Ginger Gables Lane	965.06 LF
Lavender Bend Lane	209.11 LF
Cedardale Falls Drive	922.79 LF
Savory Springs Lane	775.83 LF
Pepper Hollow Lane	888.51 LF
Salt Creek Lane	954.29 LF
Basil View Lane	813.66 LF
Preston Oaks Drive	150.54 LF
TOTAL:	5,679.79 LF

X. **Accept the streets in Cinco Ranch Southwest, Section 20 and release bond #SU5024059 in the amount of $443,940.00, Pct. 3.**

Springwood Lake Drive	1,235.76 LF
Oakton Springs Drive	729.55 LF
Madison Falls Lane	719.26 LF
Pipestone Glen Lane	772.77 LF
Greenwell Springs Lane	610.75 LF
Ellerbe Springs Lane	555.25 LF
Winding Glen Lane	966.07 LF
Pierrmont Court	227.80 LF
Wildoak Glen Lane	331.78 LF
TOTAL:	6,148.99 LF

Item 11 continued – Engineering:

Y. Accept the streets in Cinco Ranch Southwest, Section 22 and release bond #SU5023942 in the amount of $126,070.00, Pct. 3.

Cinco Ranch Boulevard	**175.68 LF**

Z. Accept the streets in Cinco Ranch Southwest, Section 24 and release bond #SU5024346 in the amount of $249,760.00, Pct. 3.

Terrace Sage Lane	**513.23 LF**
Gatewood Manor Drive	**969.26 LF**
Upland Ridge Lane	**259.15 LF**
Emberwood Falls Drive	**906.26 LF**
Appleberry Drive	**160.00 LF**
TOTAL:	**2,807.90 LF**

AA. Accept the Letter of Credit Amendment No. 1, No. 25935-SA, for Shops at Bella Terra, Section 4 to extend the expiration date to March 26, 2010, Pct. 3. ***(Tuesday, May 5, 2009, at 1:00 p.m.)***

BB. Set public hearing for acceptance of the traffic control plan for Andover Farms, Section 6, Pct. 1. ***(Tuesday, May 5, 2009, at 1:00 p.m.)***

CC. Set public hearing for acceptance of the traffic control plan for Sienna Village of Shipman's Landing, Section 24, Pct. 1. ***(Tuesday, May 5, 2009, at 1:00 p.m.)***

DD. Set public hearing for acceptance of the traffic control plan for Cinco Terrace Drive to Fry Road and Cinco Rose Drive to FM 1093 St. Ded., Cinco Ranch Southwest, Section 7, Section 8, Section 12, Section 13, Section 15, Section 20, Section 22, Section 24, Pct. 3. ***(Tuesday, May 5, 2009, at 1:00 p.m.)***

EE. Set public hearing for the traffic control plan prohibiting overnight parking of commercial motor vehicles, in Townewest Subdivision, pursuant to Texas Transportation Code Ann. 545.307, Pct. 3. ***(Tuesday, May 5, 2009, at 1:00 p.m.)***

12. FACILITIES MANAGEMENT & PLANNING: The Director of Facilities Management & Planning submits these invoices for payment for projects which have been budgeted and funded by Facility Bonds:

A. Invoice No. 09-02-034 in the amount of $2,908.00 to Kelly Kaluza & Associates, Inc. for professional services regarding the Jail Expansion Project; and

B. Invoice No. UT1000110915 in the amount of $4,351.86 to Bob Barker Company, Inc. for furniture, fixture and equipment costs associated with the Jail Expansion Project.

13. FIRE MARSHAL: Record into Minutes cancellation of the Bond for Investigator John O. Villarreal, due to resignation, effective March 13, 2009.

14. HUMAN RESOURCES: Authorize request for payment of Military Supplemental Pay in the amount of $10,020.19 for employee of the Sheriff's Office called to Involuntary Active Duty, Position No. 5601-0550, pursuant to §708.77 of the Fort Bend County Employee Information Manual.

15. PARKS DEPARTMENT: Approve payment of Invoice No. 21736 and Invoice No. 21790 for an amount totaling $33,264.00 to Wellington Electric, Inc. for electrical services regarding the Mustang Park lighting project. (Fund: Parks, Security, Lighting)

16. **SHERIFF'S OFFICE: Ratify travel by FBI Agent Richard Rennison to Panama City, Panama, March 26-28, 2009, and authorize reimbursement of expenses for extradition of prisoner back to Fort Bend County. (Fund: Sheriff, Enforcement, Travel)**

17. **PURCHASING: Authorize advertising for bids/proposals/statements of qualifications for the following:**
    - **A. Summer food program;**
    - **B. Fuel treatment program;**
    - **C. Security fencing at Rosenberg Annex;**
    - **D. Moving service for various departments;**
    - **E. Design/Build renovations at Jane Long Annex;**
    - **F. Third party credit card company for Transportation; and**
    - **G. Program Manager for Construction of Justice Center.**

18. **TAX ASSESSOR/COLLECTOR:**
    - **A. Record into Minutes the Destruction of Tax Office documentation, including research, correspondence, and auto information, as detailed on lists submitted by the Office of Patsy Schultz, Tax Assessor/Collector, dated March 31, 2009, in accordance with State Archive Retention Schedule of Destruction.**
    - **B. Approve refunds over $500 detailed in Tax Assessor/Collector's Report submitted on March 24, 2009, for an amount totaling $26,573.24.**
    - **C. Approve refunds over $500 detailed in Tax Assessor/Collector's Report submitted on March 31, 2009, for an amount totaling $37,406.90.**

Moved by Commissioner Meyers, Seconded by Commissioner Morrison, duly put and unanimously carried (5-0), it is ordered to approve consent agenda items 6 – 18.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

19. **COUNTY JUDGE:**
    - A. **Discuss and consider taking all appropriate action on Resolution Requesting Support of House Joint Resolution 84, A Constitutional Amendment Prohibiting Unfunded Mandates on Texas Counties.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to authorize Resolution Requesting Support of House Joint Resolution 84, A Constitutional Amendment Prohibiting Unfunded Mandates on Texas Counties.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

Item 19 continued – County Judge:

B. **Take all appropriate action on request by The Archaeological Conservancy for archeological site property tax exemption for five properties located in Missouri City for tax year 2009.**

Moved by Commissioner Morrison, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve request by The Archaeological Conservancy for archeological site property tax exemption for five properties located in Missouri City for tax year 2009.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

C. **Take all appropriate action on First Amendment to Tax Abatement Agreement between Fort Bend County, SL Park West, Ltd., and Bechtel Equipment Operations, Inc. for assignment of tax abatement agreement to McMillian Investments, Inc.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve First Amendment to Tax Abatement Agreement between Fort Bend County, SL Park West, Ltd., and Bechtel Equipment Operations, Inc. for assignment of tax abatement agreement to McMillian Investments, Inc.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

20. **COMMISSIONER, PCT. 1:**

A. **Take all appropriate action on Renewal Agreement between Fort Bend County and the YMCA to provide a summer youth outreach program at the New St. Phillips Missionary Baptist Church for an amount not to exceed $31,696, funded by BFI tipping fees, as authorized by Commissioners Court on October 28, 2008. (Fund: Fresno Arcola Projects)**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve Renewal Agreement between Fort Bend County and the YMCA to provide a summer youth outreach program at the New St. Phillips Missionary Baptist Church for an amount not to exceed $31,696, funded by BFI tipping fees, as authorized by Commissioners Court on October 28, 2008. (Fund: Fresno Arcola Projects)

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

Item 20 continued – Commissioner Pct. 1:

B. **Take all appropriate action on request by James Hewitt, representing the estate of Floyd S. Hewitt, to waive penalty and interest, including attorney fees, totaling $262.06 on property taxes for Tax Year 2007, Pct. 1.**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve request by James Hewitt, representing the estate of Floyd S. Hewitt, to waive penalty and interest, including attorney fees, totaling $262.06 on property taxes for Tax Year 2007, Pct. 1.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

21. **COMMISSIONER, PCT. 2:**

A. **Take all appropriate action to suspend the requirement for solicitation of qualifications for professional services for project management services for the Missouri City Annex, and authorize negotiations with BSCI.**

Moved by Commissioner Prestage, Seconded by Commissioner Morrison, duly put and unanimously carried (5-0), it is ordered to suspend the requirement for solicitation of qualifications for professional services for project management services for the Missouri City Annex, and authorize negotiations with BSCI.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

B. **Take all appropriate action on request to authorize electronic application to U.S. Department of Justice for grant funding of three law enforcement officers for gang intervention activities in the Houston portion of Fort Bend County by the COPS Hiring Recovery Program (CHRP) in the amount of $552,711 for the period of October 1, 2009 through September 30, 2012, with no cash match required until conclusion of the federal funding in 2012, when the three positions must be retained by Fort Bend County for a term of at least twelve months.**

Moved by Commissioner Prestage, Seconded by Commissioner Morrison, duly put and unanimously carried (5-0), it is ordered to authorize electronic application to U.S. Department of Justice for grant funding of three law enforcement officers for gang intervention activities in the Houston portion of Fort Bend County by the COPS Hiring Recovery Program (CHRP) in the amount of $552,711 for the period of October 1, 2009 through September 30, 2012, with no cash match required until conclusion of the federal funding in 2012, when the three positions must be retained by Fort Bend County for a term of at least twelve months.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

22. **COMMISSIONER, PCT. 3:**

A. **Take all appropriate action on Order Decreeing the Acquisition of Property to be a Public Necessity and Authorize the Acquisition and Payment of Compensation for public project known as Katy Flewellen Widening Project, Mobility Bond Project No. 733.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve Order Decreeing the Acquisition of Property to be a Public Necessity and Authorize the Acquisition and Payment of Compensation for public project known as Katy Flewellen Widening Project, Mobility Bond Project No. 734.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

B. **Take all appropriate action on Order Decreeing the Acquisition of Property to be a Public Necessity and Authorize the Acquisition and Payment of Compensation for public project known as Katy Gaston Road Widening Project, Mobility Bond Project No. 734.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve Order Decreeing the Acquisition of Property to be a Public Necessity and Authorize the Acquisition and Payment of Compensation for public project known as Katy Gaston Road Widening Project, Mobility Bond Project No. 733.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

C. **Take all appropriate action on Order Decreeing the Acquisition of Property to be a Public Necessity and Authorize the Acquisition and Payment of Compensation for public project known as FM 1464 Widening Project, Mobility Bond Project No. 764.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve Order Decreeing the Acquisition of Property to be a Public Necessity and Authorize the Acquisition and Payment of Compensation for public project known as FM 1464 Widening Project, Mobility Bond Project No. 764.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

Note: FM 1464 Widening Project is entirely in Precinct 4.

23. **COMMUNITY DEVELOPMENT:**

A. **Take all appropriate action to authorize County Judge to sign and submit Method of Distribution Preference Form to Houston-Galveston Area Council, agreeing that the County will take the lead in developing a method of distribution for the Community Development Block Grant Disaster Recovery Program for jurisdictions within the County.**

Steve Howard with HGAC explained the plan for distribution of money.

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to authorize County Judge to sign and submit Method of Distribution Preference Form to Houston-Galveston Area Council, agreeing that the County will take the lead in developing a method of distribution for the Community Development Block Grant Disaster Recovery Program for jurisdictions within the County.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

B. **Take all appropriate action on Agreement between Fort Bend County and Southeast Texas Housing Finance Corporation in the amount of $203,461 for down payment and closing costs assistance, part of the FY 2008 Consolidated Action Plan approved by Commissioners Court on July 1, 2008. (Fund: Community Development Block Grant)**

Moved by Commissioner Morrison, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve Agreement between Fort Bend County and Southeast Texas Housing Finance Corporation in the amount of $203,461 for down payment and closing costs assistance, part of the FY 2008 Consolidated Action Plan approved by Commissioners Court on July 1, 2008. (Fund: Community Development Block Grant)

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

C. **Take all appropriate action on Agreement between Fort Bend County and Fort Bend County Fresh Water Supply District No. 1 in the amount of $250,000 to install water service lines and make connections to low and moderate-income owner-occupied housing units within the District boundaries, part of the FY 2003 Consolidated Action Plan approved by Commissioners Court in 2003. (Fund: Community Development Block Grant)**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve Agreement between Fort Bend County and Fort Bend County Fresh Water Supply District No. 1 in the amount of $250,000 to install water service lines and make connections to low and moderate-income owner-occupied housing units within the District boundaries, part of the FY 2003 Consolidated Action Plan approved by Commissioners Court in 2003. (Fund: Community Development Block Grant)

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

Item 23 continued – Community Development:

D. **Take all appropriate action to authorize County Judge to sign the Funding Approval and Grant Agreement for Neighborhood Stabilization Program, for the County to receive $2,796,177 as authorized and appropriated under the Housing and Economic Recovery Act of 2008, with no cash match required by Fort Bend County.**

Moved by Commissioner Prestage, Seconded by Commissioner Morrison, duly put and unanimously carried (5-0), it is ordered to authorize County Judge to sign the Funding Approval and Grant Agreement for Neighborhood Stabilization Program, for the County to receive $2,796,177 as authorized and appropriated under the Housing and Economic Recovery Act of 2008, with no cash match required by Fort Bend County.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

24. **DISTRICT ATTORNEY: Take all appropriate action to authorize reimbursement in the amount of $17.30 to D. L. Oglesby for purchase of supplies without a purchase order. (Fund: District Attorney, State Asset Forfeiture)**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to authorize reimbursement in the amount of $17.30 to D. L. Oglesby for purchase of supplies without a purchase order. (Fund: District Attorney, State Asset Forfeiture)

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

25. **EMERGENCY MANAGEMENT: Take all appropriate action on Agreement between Fort Bend County and the City of Houston to assign ownership of the PIER Center to the jurisdiction of the City.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve Agreement between Fort Bend County and the City of Houston to assign ownership of the PIER Center to the jurisdiction of the City.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

Note: City of Houston is the final transfer.

26. **ENGINEERING:**

A. **Take all appropriate action on the Interlocal Cooperation Agreement between Fort Bend County and the Lower Colorado River Authority for a non-exclusive, non-transferable, limited license to use and create copies of materials for use in Fort Bend County's Beat the Baron Waste Education workshop events and services provided in accordance with this Agreement.**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve Interlocal Cooperation Agreement between Fort Bend County and the Lower Colorado River Authority for a non-exclusive, non-transferable, limited license to use and create copies of materials for use in Fort Bend County's Beat the Baron Waste Education workshop events and services provided in accordance with this Agreement.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

B. **Take all appropriate action on License Agreement between Fort Bend County and L&S Environmental Productions, Inc. for County's use of the Beat the Baron Waste product as part of the Household Hazardous Waste Education program.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve License Agreement between Fort Bend County and L&S Environmental Productions, Inc. for County's use of the Beat the Baron Waste product as part of the Household Hazardous Waste Education program.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

Note: Beat the Baron Waste Education Program is for use in elementary schools to promote the conservation of natural resources.

27. **FACILITIES MANAGEMENT & PLANNING: Take all appropriate action on Mutual Release and Agreement between Fort Bend County, the Archdiocese of Houston-Galveston and Holy Family Parish to use parking spaces at county facilities and church facilities in Missouri City during times when respective facilities are closed at no cost to County, Pct 2.**

Moved by Commissioner Prestage, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve Mutual Release and Agreement between Fort Bend County, the Archdiocese of Houston-Galveston and Holy Family Parish to use parking spaces at county facilities and church facilities in Missouri City during times when respective facilities are closed at no cost to County, Pct 2.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

28. **GRANTS ADMINISTRATION:**

A. **Take all appropriate action to assign Justice Assistance Grant (JAG) Review Committee to conduct 30-day review of completed application to the U. S. Department of Justice for the 2009 JAG Recovery Act funds in the amount of $349,610, with no cash match required by Fort Bend County.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to assign Justice Assistance Grant (JAG) Review Committee to conduct 30-day review of completed application to the U. S. Department of Justice for the 2009 JAG Recovery Act funds in the amount of $349,610, with no cash match required by Fort Bend County.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

Note: Committee members are Judge Susan Lowery, Constable Ruben Davis, District Attorney Chief Investigator Herb Owens and Sheriff's Juvenile Outreach Officer Dennis McAfee.

B. **Take all appropriate action to set a Public Hearing to receive public comment on the application for JAG Recovery Act funds, to be conducted Tuesday, May 12, 2009, at 1:00 p.m. in the Commissioners Courtroom of the Wm. B. Travis Building in Richmond, Texas, and publish notice of hearing on Fort Bend County website.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to set a Public Hearing to receive public comment on the application for JAG Recovery Act funds, to be conducted Tuesday, May 12, 2009, at 1:00 p.m. in the Commissioners Courtroom of the Wm. B. Travis Building in Richmond, Texas, and publish notice of hearing on Fort Bend County website.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

29. **HEALTH & HUMAN SERVICES - SOCIAL SERVICES: Take all appropriate action to ratify acceptance of grant funding in the amount of $287,014 from the National Board of the Emergency Food and Shelter Program (EFSP), Phase XXVII, for use in the following categories through September 30, 2009, with no cash match required by Fort Bend County: Rent/Mortgage $177,950; Utilities $94,714; and Other Food $14,350.**

Moved by Commissioner Prestage, Seconded by Commissioner Morrison, duly put and unanimously carried (5-0), it is ordered to ratify acceptance of grant funding in the amount of $287,014 from the National Board of the Emergency Food and Shelter Program (EFSP), Phase XXVII, for use in the following categories through September 30, 2009, with no cash match required by Fort Bend County: Rent/Mortgage $177,950; Utilities $94,714; and Other Food $14,350.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

30. **JUVENILE PROBATION: Take all appropriate action on Application and Agreement for Receipt of USDA Donated Commodities for the National School Lunch Program for the School Year July 1, 2009 through June 30, 2010, contingent upon approval by the Juvenile Board at their next meeting.**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve Application and Agreement for Receipt of USDA Donated Commodities for the National School Lunch Program for the School Year July 1, 2009 through June 30, 2010, contingent upon approval by the Juvenile Board at their next meeting.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

31. **PARKS DEPARTMENT: Take all appropriate action to authorize submission of the Application for Participation in the Summer Food Service Program to Texas Department of Agriculture for the 2009 Summer Food Service Program, and authorize County Judge to sign all documents pertaining to the application.**

Moved by Commissioner Prestage, Seconded by Commissioner Morrison, duly put and unanimously carried (5-0), it is ordered to authorize submission of the Application for Participation in the Summer Food Service Program to Texas Department of Agriculture for the 2009 Summer Food Service Program, and authorize County Judge to sign all documents pertaining to the application.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

32. **PUBLIC TRANSPORTATION:**

A. **Take all appropriation action to execute Contract Amendment No. 3 for Section 5311 Rural Transportation Program Contract No 51812F7098, State Project No RPT 0803(12)31, to amend the project budget.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to execute Contract Amendment No. 3 for Section 5311 Rural Transportation Program Contract No 51812F7098, State Project No RPT 0803(12)31, to amend the project budget.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

B. **Take all appropriation action to execute Contract Amendment No. 2 for Section 5311 Rural Transportation Program Contract No 51912F7019, State Project No RPT 0901(12), to amend the project budget.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to execute Contract Amendment No. 2 for Section 5311 Rural Transportation Program Contract No 51912F7019, State Project No RPT 0901(12), to amend the project budget.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

Item 32 continued – Public Transportation:

C. **Take all appropriate action to authorize County Judge to sign and the Transportation Director to submit FY09 Rural Section 5311 Project Grant Agreement, State Project No ED 0903(12), Contract No 51912F7050 to the Texas Department of Transportation to receive Federal funds in the amount of $122,808, with an estimated local match required through August 31, 2010.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to authorize County Judge to sign and the Transportation Director to submit FY09 Rural Section 5311 Project Grant Agreement, State Project No ED 0903(12), Contract No 51912F7050 to the Texas Department of Transportation to receive Federal funds in the amount of $122,808, with an estimated local match required through August 31, 2010.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

33. **PURCHASING:**

A. **Take all appropriate action on Bid #09-056 for the Mellow Oaks Lane Extension Project.**

Moved by Commissioner Patterson, Seconded by Commissioner Morrison, duly put and unanimously carried (5-0), it is ordered to award Bid #09-056 for the Mellow Oaks Lane Extension Project to E L Harris III Construction of Fulshear for $67,359.38.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

Note: 3% local vendor rule was used to choose E L Harris III Construction.

B. **Take all appropriate action to approve upgrade of the telephone system for the George Memorial Library, and purchase Walkercom for the George Memorial Library utilizing Department of Information Resources (DIR) contract DIR-SDD-272, for an amount not to exceed $36,000. (Fund: Library, Capital Acquisitions)**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve upgrade of the telephone system for the George Memorial Library, and purchase Walkercom for the George Memorial Library utilizing Department of Information Resources (DIR) contract DIR-SDD-272, for an amount not to exceed $36,000. (Fund: Library, Capital Acquisitions)

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

Item 33 continued – Purchasing:

C. **Take all appropriate action on First Amendment to Contract for Software Installation and Installation Services (RFP #07-098) between Fort Bend County and VOTEC Corporation for an additional amount not to exceed $52,000. (Fund: Elections, Contract, Information Technology)**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve First Amendment to Contract for Software Installation and Installation Services (RFP #07-098) between Fort Bend County and VOTEC Corporation for an additional amount not to exceed $52,000. (Fund: Elections, Contract, Information Technology)

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

D. **Take all appropriate action to consider granting an exemption to the competitive bid process as authorized by Local Government Code §262.024 (a)(7) for the purchase of an item available from only one source for the following:**

1) **Dispatch software from Priority Dispatch, for an amount not to exceed $70,000. (Fund: Sheriff, Federal Asset Forfeiture)**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to purchase Dispatch software from Priority Dispatch, for an amount not to exceed $70,000. (Fund: Sheriff, Federal Asset Forfeiture)

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

2) **Maintenance of hazmat equipment from Air Instrumentation, for an amount not to exceed $27,000. (Fund: Emergency Management, Fees)**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to purchase Maintenance of hazmat equipment from Air Instrumentation, for an amount not to exceed $27,000. (Fund: Emergency Management, Fees)

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

E. **Take all appropriate action to approve telephone service agreement between Fort Bend County and Department of Information Resources (DIR) Communications Service Division.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve telephone service agreement between Fort Bend County and Department of Information Resources (DIR) Communications Service Division.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

Item 33 continued – Purchasing:

F. **Take all appropriate action to authorize the purchase of one (1) pickup truck for Constable Precinct 3, pursuant to Bid #08-027. (Fund: Constable Pct 3, Capital Acquisitions)**

Pulled.

G. **Take all appropriate action to purchase help desk software from SHI Government Solutions utilizing Department of Information Resources (DIR) contract DIR-SDD-198, for an amount not to exceed $48,000. (Fund: Information Technology and Library)**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to purchase help desk software from SHI Government Solutions utilizing Department of Information Resources (DIR) contract DIR-SDD-198, for an amount not to exceed $48,000. (Fund: Information Technology and Library)

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

H. **Take all appropriate action on request for price increase from Crop Production Services for item #21 pursuant to Bid #09-012 for Weed, Brush and Insect Control Materials.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve price increase from $15.90 to $19.88 from Crop Production Services for item #21 pursuant to Bid #09-012 for Weed, Brush and Insect Control Materials.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

Note: Increase is allowed in agreement.

I. **Take all appropriate action on request for price increase request from Univar for item #21 pursuant to Bid #09-012 for Weed, Brush and Insect Control Chemicals.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve price increase from $18.19 to $21.00 from Univar for item #21 pursuant to Bid #09-012 for Weed, Brush and Insect Control Chemicals.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

Note: Increase is allowed in agreement.

34. **SHERIFF'S OFFICE:**

A. **Take all appropriate action to authorize payment by Invoice Transmittal in the amount of $5,720.67 to Sprint/Nextel for airtime charges incurred without a purchase order. (Fund: Sheriff's Office, HIDTA Grant)**

Moved by Commissioner Meyers, Seconded by Commissioner Morrison, duly put and unanimously carried (5-0), it is ordered to authorize payment by Invoice Transmittal in the amount of $5,720.67 to Sprint/Nextel for airtime charges incurred without a purchase order. (Fund: Sheriff's Office, HIDTA Grant)

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

B. **Take all appropriate action on request to authorize electronic application to U.S. Department of Justice for grant funding not to exceed ten sworn officers by the COPS Hiring Recovery Program (CHRP) for the period of October 1, 2009 through September 30, 2012, with no cash match required until conclusion of the federal funding in 2012, when the positions must be retained by Fort Bend County for a term of at least twelve months.**

Pulled.

C. **Take all appropriate action to approve submission of the grant application for the FY2010-FY2011 Victim Coordinator Liaison Grant (VCLG) to the Office of the Attorney General, Crime Victims' Services Division, for a period of 2 years, from September 01, 2009 through August 31, 2011, with no cash match required by Fort Bend County.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve submission of the grant application for the FY2010-FY2011 Victim Coordinator Liaison Grant (VCLG) to the Office of the Attorney General, Crime Victims' Services Division, for a period of 2 years, from September 01, 2009 through August 31, 2011, with no cash match required by Fort Bend County.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

35. **TAX ASSESSOR/COLLECTOR: Take all appropriate action on Agreements between Fort Bend County and the following organizations for the processing of auto registration and title transactions, effective through 2010: Gillman Honda of Rosenberg; Gillman Nissan; Mercedes Benz of Sugar Land; Small Car, LP; McCall N Inc.; McCall T II, Inc.; Rosenberg Imports, Ltd,; and Helfman Ford.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve Agreements between Fort Bend County and the following organizations for the processing of auto registration and title transactions, effective through 2010: Gillman Honda of Rosenberg; Gillman Nissan; Mercedes Benz of Sugar Land; Small Car, LP; McCall N Inc.; McCall T II, Inc.; Rosenberg Imports, Ltd,; and Helfman Ford.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

36. **Approve Bills.**

Moved by Commissioner Morrison, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve bills in the amount of $7,324,222.67.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

37. **Ratify release of time-sensitive bills on April 2, 2009.**

Moved by Commissioner Morrison, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to ratify release of time-sensitive bills on April 2, 2009 in the amount of $570,476.07.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

Recess:

Recessed at 1:54 p.m.

38. **Meet in Closed Session to deliberate the following matters as authorized by the Texas Government Code:**

A. **§ 551.071. Consultation With Attorney. Commissioners Court will meet in Closed Session to seek the advice of its attorney about pending or contemplated litigation; a settlement offer; or on a matter in which the duty of the attorney to Commissioners Court under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Texas Government Code Chapter 551.**

Cause No. 32,983; The State of Texas and Fort Bend County, vs. Asgor, Ltd., et al.; In the County Court at Law Number Three (3) of Fort Bend County, Texas.

B. **§ 551.072. Deliberation Regarding Real Property. Commissioners Court will meet in Closed Session to deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.**

1) **Land Matters, Precinct 3: Katy-Flewellen Road, Mobility Bond Project No. 734.**
2) **Land Matters, Precinct 3: Greenbusch Road, Mobility Bond Project No. 732.**

Closed Session:

Convened at 2:20 p.m.
Adjourned at 2:36 p.m.

Reconvene:

Reconvened at 2:39 p.m.

39. **Reconvene Open Session and consider taking action on the following matters:**

A. **§ 551.071. Consultation With Attorney.**

Cause No. 32,983; The State of Texas and Fort Bend County, vs. Asgor, Ltd., et al.; In the County Court at Law Number Three (3) of Fort Bend County, Texas.

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to authorize the County Attorney to negotiate the complete terms and provisions for the full and final settlement of Cause No. 32,983; The State of Texas and Fort Bend County, vs. Asgor, Ltd., et al.; In the County Court at Law Number Three (3) of Fort Bend County, Texas and the County Judge is authorized to execute and deliver the settlement agreement recommended for approval by the County Attorney.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

B. **§ 551.072. Deliberation Regarding Real Property.**

1) **Land Matters, Precinct 3: Katy-Flewellen Road, Mobility Bond Project No. 734.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to purchase Parcel 4 for $8,749.00, Parcel 8 for $89,500.00, Parcel 13 for $40, 156.00 and Parcel 14 for $42,620.00 of the Katy Flewellen Mobility Project plus necessary costs not to exceed $3,000.00 each with funds from Right of Way Fund and authorize the County Judge to sign all necessary documents.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to refer to the County Attorney as per prior Resolution dated April 7, 2009 on Right To Take plus necessary costs not to exceed $3,000.00 each to acquire Parcel 1, Parcel 12 and Parcel 15 of the Katy Flewellen Mobility Project with funds from Right of Way Fund.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

2) **Land Matters, Precinct 3: Greenbusch Road, Mobility Bond Project No. 732.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to purchase Parcel 1 of the Greenbusch Road Mobility Project in the amount of $10,541.00 plus necessary costs not to exceed $3,000.00 with funds from Right of Way Fund and authorize the County Judge to sign all necessary documents.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

40. **Adjournment.**

Commissioners Court adjourned at 2:42 p.m. on Tuesday, April 7, 2009.

DRAINAGE DISTRICT BOARD MINUTES

BE IT REMEMBERED, That on this 7th DAY of APRIL 2009, The Drainage District Board of Fort Bend County, Texas, met at a scheduled meeting with the following present:

ROBERT E. HEBERT	COUNTY JUDGE
RICHARD MORRISON	COMMISSIONER PRECINCT 1
GRADY PRESTAGE	COMMISSIONER PRECINCT 2
ANDY MEYERS	COMMISSIONER PRECINCT 3
JAMES PATTERSON	COMMISSIONER PRECINCT 4
SHERRY FISK for DIANNE WILSON	COUNTY CLERK
MARK VOGLER	DRAINAGE DISTRICT MANAGER

When the following were heard and the following orders were passed:

1. **Call to Order.**

   Call to Order by Judge Hebert at 1:11 p.m.

2. **Accept Monthly Report for January and February, 2009.**

   Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to accept Monthly Report for January and February, 2009.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

3. **Approve request for Historic Site Property Tax Exemption for the following properties for tax year 2009:**
   A. **The George Ranch Historical Park, located in Richmond, Texas;**
   B. **The Morton Ferry Home, located at 402 North Second Street, Richmond, Texas; and**
   C. **The Darst-Yoder House, located at 300 South Ninth Street, Richmond, Texas.**

   Moved by Commissioner Morrison, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve agenda item 3 A – C.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

4. **Take all appropriate action on request by The Archaeological Conservancy for archeological site property tax exemption for five properties located in Missouri City for tax year 2009.**

Moved by Commissioner Prestage, Seconded by Commissioner Morrison, duly put and unanimously carried (5-0), it is ordered to approve request by The Archaeological Conservancy for archeological site property tax exemption for five properties located in Missouri City for tax year 2009.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

5. **Take all appropriate action on Bid #09-057 for the purchase of shredders.**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to award Bid #09-057 for the purchase of two shredder #1at $13,549.00 each and one shredder # 2 at $15,349.00 to Shoppa's Farm Supply of East Bernard.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

6. **Adjournment.**

The Drainage District Board adjourned at 1:13 p.m. on Tuesday, April 7, 2009.

Office of the County Judge
Fort Bend County, Texas

Proclamation

WHEREAS The Future of Fort Bend County lies in its children, and

WHEREAS Nearly 200,000 children in Texas are reported as abused or neglected every year, and

WHEREAS All Fort Bend children have the right to live in an environment free from abuse and neglect, and

WHEREAS Child abuse prevention is a community responsibility and finding solutions depends on involvement among all Fort Bend County residents, and

WHEREAS Effective child abuse prevention programs succeed because of partnerships among agencies, schools, religious organizations, law enforcement agencies, and the business community, and

NOW, THEREFORE, I, Robert E. Hebert, County Judge of Fort Bend County, Texas, do hereby proclaim the month of April, 2009

Child Abuse Prevention Month

and urge all citizens to work together to help reduce child abuse and neglect significantly in years to come.

IN WITNESS THEREOF, I have caused the Official Seal of the Office of the County Judge to be affixed this 7th day of April, 2009.

Robert E. Hebert
County Judge

2009 COUNTY COMMISSIONERS COURT
PUBLIC PARTICIPATION FORM

Instructions: Fill out **ALL** blanks. **PLEASE PRINT**

Name: Adam Jacho and Tracy Vrooman

Home Address: _____

Home Telephone: _____

Place of Employment: Terminix

Please provide the name address and phone number of any group or organization you represent, if applicable.

Terminix
11777 W Sam Houston Pkwy S
Houston, TX 77031

Which agenda item(s) do you wish to address?

Pest Control

IN GENERAL, ARE YOU: FOR ☐ **AGAINST** ☐ **SUCH AGENDA ITEM ?**
(Please Check One)

33 H+I

I acknowledge that, if called to speak, I will only speak to the agenda item(s) noted above in accordance with Fort Bend County Rules for Procedure, Conduct and Decorum at County Commissioner's Court Meetings and that my comments will be limited to a maximum of three minutes.

Signature: _____

NOTE: This Public Participation Form must be presented to the County Clerk prior to the time that the meeting is called to order. Any documentation you wish to provide to the court should accompany this form when you present it to the County Clerk. This document provided becomes public record and is recorded with materials regarding Commissioners Court.

2009 COUNTY COMMISSIONERS COURT
PUBLIC PARTICIPATION FORM

Instructions: Fill out **ALL** blanks. **PLEASE PRINT**

Name: Bill Dostal

Home Address: 1311 Winston Dr Rich

Home Telephone: 281-342-4255

Place of Employment: Dostal's Jewelers

Please provide the name address and phone number of any group or organization you represent, if applicable.

City of Richmond

Which agenda item(s) do you wish to address?

Resolution - unfunded mandates

IN GENERAL, ARE YOU: FOR [✓] **AGAINST** [ ] **SUCH AGENDA ITEM ?**
(Please Check One)

I acknowledge that, if called to speak, I will only speak to the agenda item(s) noted above in accordance with Fort Bend County Rules for Procedure, Conduct and Decorum at County Commissioner's Court Meetings and that my comments will be limited to a maximum of three minutes.

Signature: William H. Dostal

NOTE: This Public Participation Form must be presented to the County Clerk prior to the time that the meeting is called to order. Any documentation you wish to provide to the court should accompany this form when you present it to the County Clerk. This document provided becomes public record and is recorded with materials regarding Commissioners Court.

2009 COUNTY COMMISSIONERS COURT
PUBLIC PARTICIPATION FORM

Instructions: Fill out **ALL** blanks. **PLEASE PRINT**

Name: Rodrigo Carreon

Home Address: 1122 Ave. C Fresno Tx 77545

Home Telephone: 281-431-6734

Place of Employment: Self

Please provide the name address and phone number of any group or organization you represent, if applicable. IL ABC 23. C

Which agenda item(s) do you wish to address?

IN GENERAL, ARE YOU: FOR [X] **AGAINST** [ ] **SUCH AGENDA ITEM ?**
(Please Check One)

I acknowledge that, if called to speak, I will only speak to the agenda item(s) noted above in accordance with Fort Bend County Rules for Procedure, Conduct and Decorum at County Commissioner's Court Meetings and that my comments will be limited to a maximum of three minutes.

Signature: Rodrigo Carreon

NOTE: This Public Participation Form must be presented to the County Clerk prior to the time that the meeting is called to order. Any documentation you wish to provide to the court should accompany this form when you present it to the County Clerk. This document provided becomes public record and is recorded with materials regarding Commissioners Court.

4-7-09
5A

PUBLISHERS'S AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF FORT BEND

Before me, the undersigned authority, on this day personally appeared Seshadri Kumar who being by me duly sworn, deposes and says that he is the publisher of India Herald and that said newspaper meets the requirements of Section 2051.044 of the Texas Government Code, to wit:

1. It devotes not less than twenty-five percent (25%) of its total column lineage to general interest items;
2. It is published at least once each week;
3. It is entered as second-class postal matter in the county where it is published; and
4. It has been published regularly and continuously since 1995.

Publisher further deposes and says that the attached notice was published in said newspaper on the following date (s) to wit:

March 25, 2009

Public hearing for Transportation ✓

Seshadri Kumar

Publisher

SUBSCRIBED AND SWORN BEFORE ME by Seshadri Kumar who

(a) Is personally to me, or

(b) Provided the following evidence to establish his/ her identity,

On this the 30th day of March 2009, to certify which witness my hand and seal of office.

NOTICE OF PUBIC HEARING
FORT BEND COUNTY
PUBLIC TRANSPORTATION DEPARTMENT

Notice is hereby given that Fort Bend County is applying for the following federal and state public transportation funds to support public transportation services within Fort Bend County.

DESCRIPTION
FY09 Federal Section 5310 Elderly and Disabled Program Funding
AMOUNT
$241,963
RECEIVED FROM
Texas Department of Transportation

DESCRIPTION
FY09 FEDERAL Section 5311 Rural Transportation Program Funding
AMOUNT
$191,812
RECEIVED FROM
Texas Department of Transportation

Any individual wishing to comment on the programming of these funds may do so by attending the public hearing to be held at 1:00 p.m. on April 7, 2009 at the Fort Bend County Courthouse, 7th Floor Commissioner's Court Room, 301 Jackson Street, Richmond, Texas 7469. To request an application copy or for information regrading the program of projects, contact Paulette Shelton, Fort Bend County Transportation Director, 12550 Emily Court, Suit 400, Sugar Land, Texas 77478, telephone 281-633-7433.

AMANDA J. BRONSELL
MY COMMISSION EXPIRES
March 18, 2013

Amanda J. Bronsell
Notary Public, State of Texas

5B 1,2

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

February 24, 2009

Commissioner James Patterson
Fort Bend County Precinct 4
12919 Dairy Ashford Road
Sugar Land, Texas 77478

RE: Change road name from Oilfield Road to Scenic Rivers Drive and, Change road name from Oilfield Road to Cabrera Drive

Dear Commissioner:

Per your request we are proceeding with the request to set a public hearing for road name change from Oilfield Road to Scenic Rivers Drive. This road segment runs North and South from the southern right-of-way line of Commonwealth Boulevard to the North right-of-way line of Cabrera Drive, key map page 609 J & N.

2,763.00 LF

Also, to proceed with the request to set a public hearing for road name change from Oilfield Road to Cabrera Drive. This road segment runs East and West from the easterly right-of-way line of Cabrera Drive to the westerly right-of-way line of Manor Drive, key map page 609 N.

1,759.00 LF

This request has been approved by the 911 committee, and areas within the City of Sugar Land city limits will be addressed by the city. A map is attached outlining the area. If you have any questions please do not hesitate to call.

Sincerely,

Nathan D. Hatcher
Assistant to County Engineer

NDH/mjs

Cc: Judge Robert E. Hebert, County Judge
Marc Grant - FBC Road & Bridge
Marc Grant - Signage Department
Casey Lyde, FBC GIS Coordinator
File

AS PER ORIGINAL

RECEIVED
FEB 18 2009
PLANNING

PLANNING DEPARTMENT
STREET NAME CHANGE APPLICATION

There is a thirty day review process for all street name change requests

Name of Applicant Charles Howard

Phone: 281-565-9500 **Fax:** _____

Address: 9300 Hwy 90A

Signature: Charles Howard

Date: 2-11-09

Current Street Name: Oilfield Rd

Proposed Street Name: Scenic Rivers ~~Rd~~ Drive

Location of Street: _____

Subdivision: _____ **Blocks Included:** _____

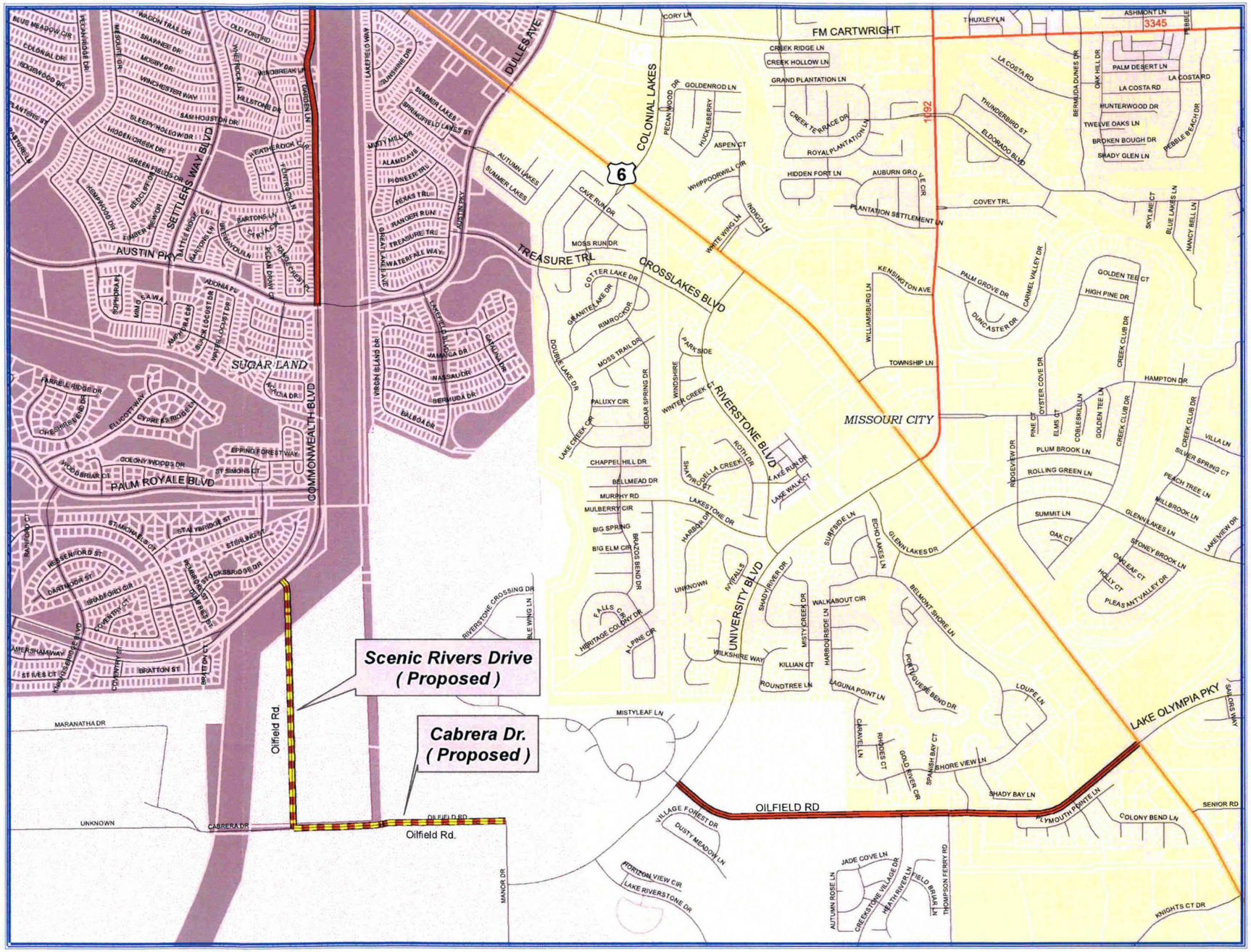
Zoning District: _____

Land Uses located on the Street Pasture, sewer plant, compressor station

Reason for Name Change: Current Name used to lead to an oilfield, this is not the case today. New Name more reflects current area

Submittal Requirements:

- ☐ A letter summarizing justification for the request
- ☐ Check for $60 (non-refundable)
- ☐ Map showing location of street
- ☐ Petition with names of 75% of property owners fronting the street proposed for name change



Fort Bend County

City Limits and ETJs

Fort Bend County GIS - 2008

Legend

- Oilfield Rd
- Proposed Name Change

City Limits

City Limit

- MISSOURI CITY
- SUGAR LAND

City ETJs

CITY

- MISSOURI CITY
- SUGAR LAND

1 in = 0.25 miles

0 0.125 0.25 0.5

Miles

LEGAL DISCLAIMER

This Geographic Information Systems (GIS) Data is a public resource of general information. The information contained was generated from GIS data maintained by Fort Bend County and different sources and agencies. The County of Fort Bend makes no warranty, representation, or guarantee as to the content, sequence, accuracy, timeliness or completeness of any of the spatial data or database information provided herein. The County of Fort Bend shall assume no liability for any errors, omissions, or inaccuracies in the information provided regardless of how caused, or any decision made or action taken or not taken by any person relying on any information or data furnished within. If any errors are detected, please contact the GIS Division of Fort Bend County Engineering so they may be corrected.

5B3

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

April 1, 2009

Commissioner Richard Morrison
Fort Bend County Precinct 1
1517 Ransom Road, Suite 300
Richmond, Texas 77469

RE: Rio Vista, Section 1 -Traffic Control Plan

Dear Commissioner:

Fort Bend County Engineering has completed and recommends approval of the traffic control plan for the above referenced subdivision. The public hearing date for acceptance of the plan is scheduled for 4/7/2009.

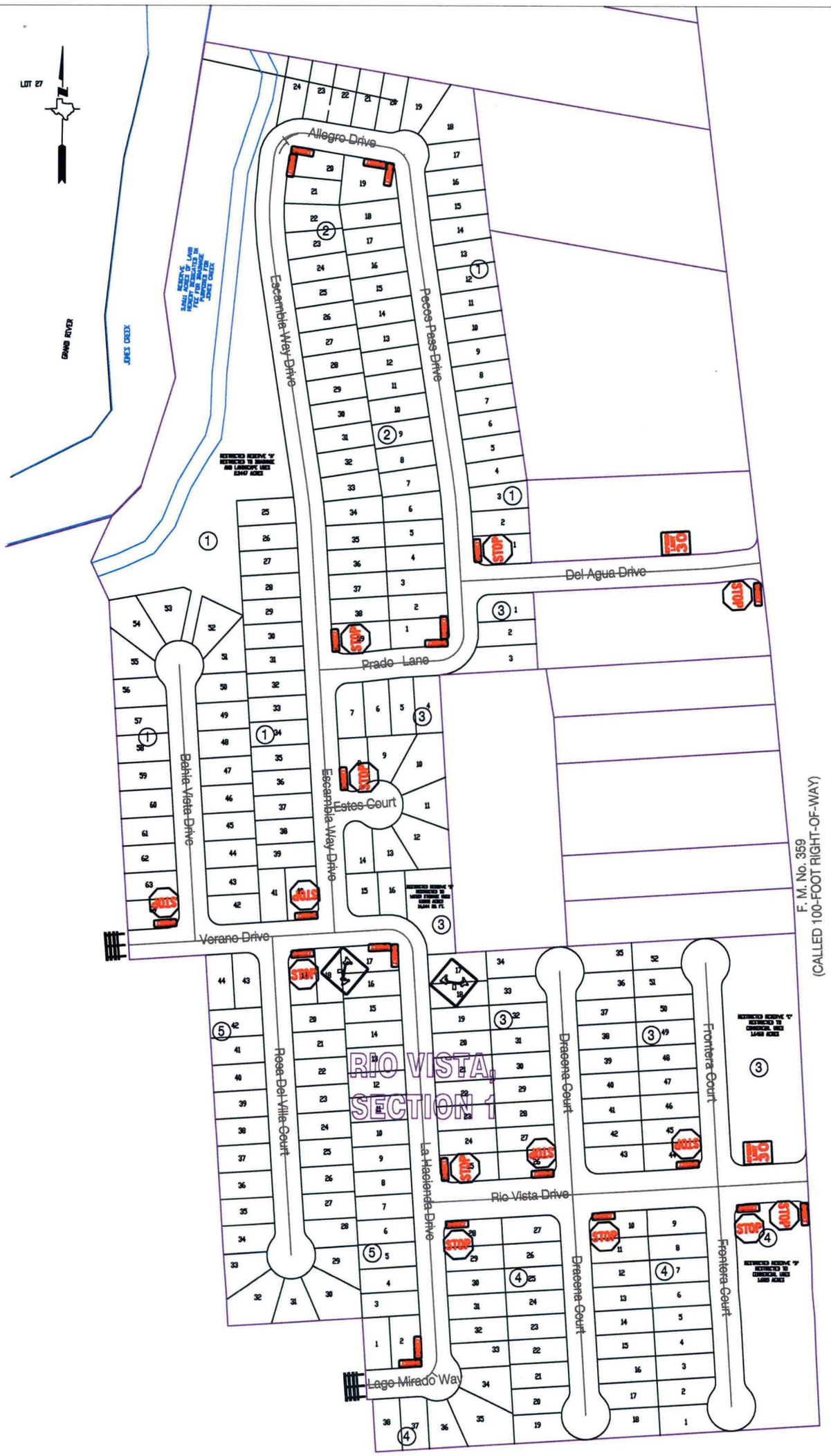
A copy of the traffic control plan is attached for your review. If you should have any questions, please give me a call.

Sincerely,

Nathan D. Hatcher
Assistant to County Engineer

NDH/mjs

cc: Judge Robert E. Hebert, County Judge
Marc Grant - FBC Road & Bridge
Marc Grant - Signage Department
File



Note:

The purpose of this traffic control plan is to establish traffic control for Rio Vista, Section 1.

Drawn By: L. Brdecka Date: 4-1-09	**Rio Vista, Section 1** **Control Map and** **Traffic Sign Layout**
Approved By: Nathan Hatcher Date: 4-1-09	
Scale **1" = 300'-0"**	Fort Bend County Engineering Dept. 1124 Blume Road Rosenberg, Texas 77471

4-7-09

SB1-3

PUBLISHERS'S AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF FORT BEND

Before me, the undersigned authority, on this day personally appeared Seshadri Kumar who being by me duly sworn, deposes and says that he is the publisher of India Herald and that said newspaper meets the requirements of Section 2051.044 of the Texas Government Code, to wit:

1. It devotes not less than twenty-five percent (25%) of its total column lineage to general interest items;
2. It is published at least once each week;
3. It is entered as second-class postal matter in the county where it is published; and
4. It has been published regularly and continuously since 1995.

Publisher further deposes and says that the attached notice was published in said newspaper on the following date (s) to wit:

March 4, 2009

Public hearing for Westpark Lakes, Sunrise Meadows, Prakway Oaks, and Ricefield Raod

March 11, 2009

Public Hearing for Rio Vista, Cabrera Road, and Scenic Dr.

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, April 7, 2009 at 1:00 p.m. for acceptance of the traffic control plan for Rio Vista, Section 1, Pct. 1.

The hearing will be held in the Commissioners Courtroom, 309 South Fourth St., Suite 700, William B. Travis Bldg., Richmond, Texas. You are invited to attend and state your approval or objection on this matter.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, April 7, 2009 at 1:00 p.m. for road name change from Oilfield Road to Scenic Rivers Drive. This road segment runs North and South from the southern right-of-way line of Commonwealth Boulevard in the City of Sugar Land, south to the city limits, (County maintenance begins) to the North right-of-way line of Cabrera Drive, (city limits, City of Sugar Land) Key Map page 609 J and N, Precinct 4.

The hearing will be held in the Commissioners Courtroom, 309 South Fourth St., Suite 700, William B. Travis Bldg., Richmond, Texas. You are invited to attend and state your approval or objection on this matter.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, April 7, 2009 at 1:00 p.m. for road name change from Oilfield Road to Cabrera Drive. This road segment runs East and West from the easterly right-of-way line of Cabrera Drive at the city limits, City of Sugar Land, to the easterly right-of-way line of Manor Drive projection, Key Map page 609 N, Precinct 4.

The hearing will be held in the Commissioners Courtroom, 309 South Fourth St., Suite 700, William B. Travis Bldg., Richmond, Texas. You are invited to attend and state your approval or objection on this matter.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Seshadri Kumar

Publisher

SUBSCRIBED AND SWORN BEFORE ME by Seshadri Kumar who

(a) Is personally to me, or
(b) Provided the following evidence to establish his/ her identity,

On this the 30th day of March 2009, to certify which witness my hand and seal of office.

AMANDA J. BRONSELL
MY COMMISSION EXPIRES
March 18, 2013

Amanda J Bronsell

Notary Public, State of Texas

6A

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 04/01/2009	**Submitted By:** Information Technology **Department:** 5031A
Court Agenda Date: April 7, 2009	**Phone Number:** (281) 341-4570

SUMMARY OF ITEM: Approve out-of-state travel for Lois Davis to Las Vegas, Nevada, April 13 – 17, 2009, to attend HelpSTAR 2008 training.

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☒
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☒

List Supporting Documents Attached: *HelpSTAR Consulting/Training Details*

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDNG SOURCE: Accounting Unit: 100503100 Account Number: 63200
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: _____

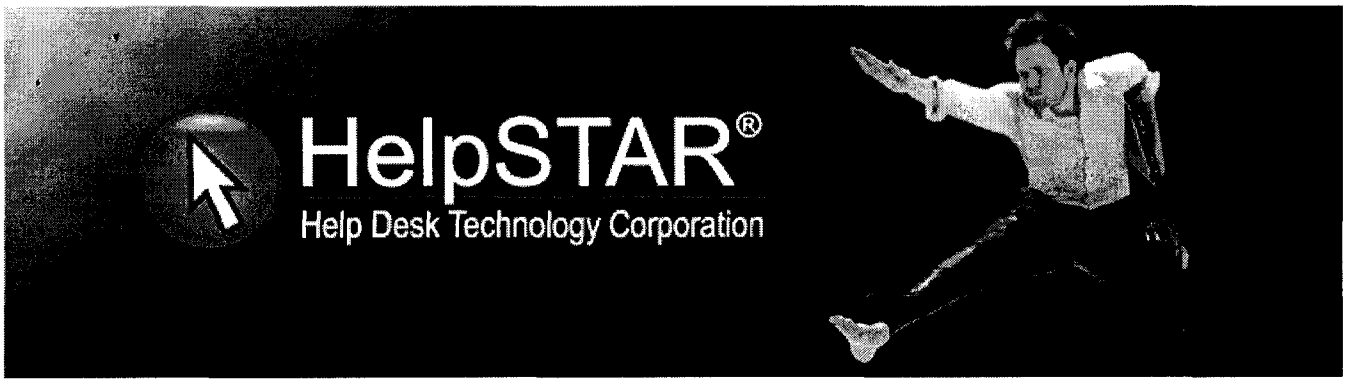
Instructions to submit Agenda Request Form:
- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:
Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☒	Auditor	(281-341-3774)	☒	Comm. Pct. 1	(281-342-0587)
☒	Budget Officer	(281-344-3954)	☒	Comm. Pct. 2	(281-403-8009)
☒	Facilities/Planning	(281-633-7022)	☒	Comm. Pct. 3	(281-242-9060)
☒	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☒	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☐	Other:		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):



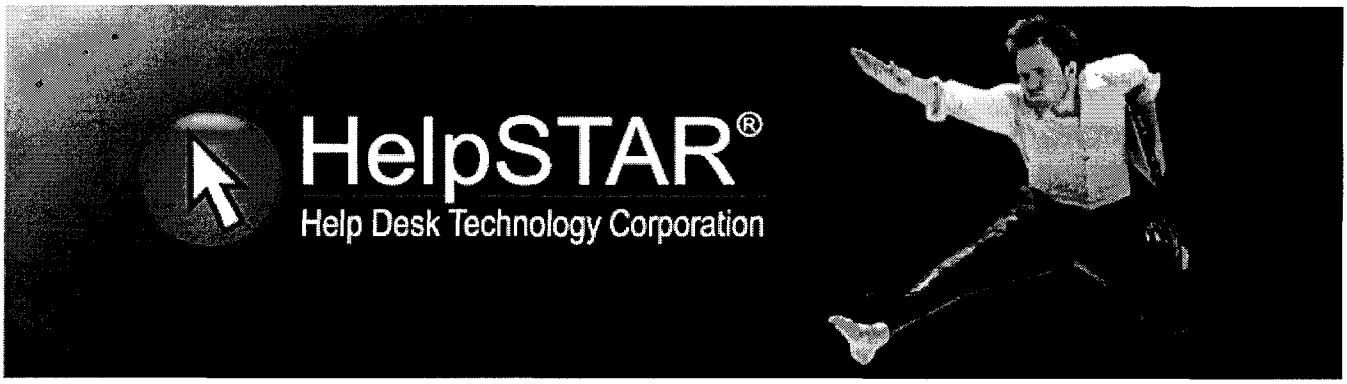
Fort Bend County

Consulting/Training Details:
Included with Fort Bend County's purchase of HelpSTAR, Fort Bend County will be able to send 2 users to our Las Vegas training seminar on April 14-17 at Embassy Suites Convention Center (see agenda attached for details) and will receive 10 hours of web based consulting (see agenda below)

Training/Implementation Assistance Sessions:

Session One (One Hour)	Queue and Category Creation • Best Practices and Implementation Assistance
Session Two (One Hour)	Overview of workflow including • Requests from End Users – submission via web and email • Assignment to queue – including prioritization • Queues – skill based (assist with identifying queues) • Categories – assist with identifying categories • Service – use of in service area • Update by Reps – for knowledgebase and time management • Follow-up • Closure • Web Interface Setup Options
Session Three (One Hour)	User Defined Fields • Overview of User Defined Fields • Explanation of Field Types and uses • Creation for use in automation and reporting • Creation of request type for Change Management Processes
Session Four (One Hour)	Business Rules • Main function of rules • Service Request and Email Rules • Creating new rules • Business Rules for Service Management • Business Rules for Routing Automation • Business Rules for Notifications

Session Five (One Hour)	Projects • Parent / child relationships • Creation of child task • Merging requests into projects Project Templates • Common uses for Project Templates • Field control within Project Templates • Use of Create After Events • Creation of Change Management Project Template
Session Six (One Hour)	Purchasing & Asset Management • Lifecycle of a Purchase Request • Product and asset creation • Configuring discovery schedules • Documenting discovered hardware. • Documenting discovered software • License Compliance
Session Seven (One Hour)	Data Analysis • Charts • Dashboard • Queries • Standard Reports • Custom Reports
Session Eight (One Hour)	Other Settings and Functions • Business Hours • Memo Templates • Priority Escalation



Session Nine (One Hour)	Free flow Session • Support Rep Training or • General Question and Answer or • Implementation assistance or • Expansion of one of the above sessions
Session Ten (One Hour)	Free flow Session • Support Rep Training or • General Question and Answer or • Implementation assistance or • Expansion of one of the above sessions

6B

AGENDA ITEM

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 04/01/09

Court Agenda Date: 04/07/09

Submitted By: Clara Russell
Department: Library
Phone Number: 281-341-2618

SUMMARY OF ITEM: Approve out of state travel for Cindy Obermeier to Las Vegas, NV to attend the HelpStar 2009 Training/Implementation from April 13 – 17, 2009.

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☒
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☒

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDNG SOURCE: Accounting Unit: 100650100 Account Number: 63200
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: Travel

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☒ (✓ when completed)
If by E-Mail to espindon@co.fort-bend.tx.us If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☒	Auditor	(281-341-3774)	☒	Comm. Pct. 1	(281-342-0857)
☒	Budget Officer	(281-344-3954)	☒	Comm. Pct. 2	(281-403-8008)
☒	Facilities/Planning	(281-633-7022)	☒	Comm. Pct. 3	(281-242-8008)
☒	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-8077)
☒	Information Technology	(281-341-4525)	☒	County Clerk	(281-341-8627)
☐	Other:		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

Amended 621

FORT BEND COUNTY
TRAVEL AUTHORIZATION

AGENDA ITEM

TO: COMMISSIONERS COURT

I hearby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Inv. Robert Williams

FBI Agent Richard Rennison

DATE OF DEPARTURE: 3/26/2009

DATE OF RETURN: ~~3/27/2009~~ 3/28/09

DESTINATION: Panama City, Panama

PURPOSE OF TRIP: Extradite prisoner back to Fort Bend County

MODE OF TRANSPORTATION: Airline/Rental Car

FUNDING SOURCE: 100560100-63200

****

DEPARTMENT HEAD APPROVAL: Milton Wright, Sheriff
Name & Department

Fort Bend County Sheriff's Office

DATE: 3/26/2009

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date:

Emergency Approval: Date:

6C2

FORT BEND COUNTY
TRAVEL AUTHORIZATION

AGENDA ITEM

TO: COMMISSIONERS COURT

I hearby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Inv. Chris Carlson

Inv. Brian Schmitt

DATE OF DEPARTURE: 3/30/2009

DATE OF RETURN: 3/31/2009

DESTINATION: Los Angeles, California

PURPOSE OF TRIP: Extradite prisoner back to Fort Bend County

MODE OF TRANSPORTATION: Airline

FUNDING SOURCE: 100360100-63200

****

DEPARTMENT HEAD APPROVAL: Milton Wright, Sheriff
Name & Department

Fort Bend County Sheriff's Office

DATE: 3/23/2009

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date:

Emergency Approval: Date:

6C3

FORT BEND COUNTY
TRAVEL AUTHORIZATION

AGENDA ITEM

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Det. Jeff Martin

DATE OF DEPARTURE: 3-31-09

DATE OF RETURN: 4-2-09

DESTINATION Cairo, Georgia

PURPOSE OF TRIP: Process vehicle of Missing Person, Interview Suspect.

MODE OF TRANSPORTATION: County vehicle - L016

FUNDING SOURCE 100560100-63200

DEPARTMENT HEAD APPROVAL: _____
Name & Department

DATE: _____ _____
Signature

APPROVED COMMISSIONERS COURT: Presiding Official _____

Date _____

(Emergency Approval: _____ Date _____)

WHITE (CC) CANARY COPY PINK COPY GOLDENROD COPY

bc4

FORT BEND COUNTY
TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

I hearby request permission for the following person(s) to make an official trip outside of Fort Bend County:

AGENDA ITEM

Inv. Hal Knight

Inv. Daniel Limas

DATE OF DEPARTURE: 4/1/2009

DATE OF RETURN: 4/2/2009

DESTINATION: Norman, Oklahoma

PURPOSE OF TRIP: Extradite prisoner back to Fort Bend County

MODE OF TRANSPORTATION: County Vehicle

FUNDING SOURCE: 100560100-63200

****

DEPARTMENT HEAD APPROVAL: Milton Wright, Sheriff
Name & Department

Fort Bend County Sheriff's Office

DATE: 3/25/2009

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date:

Emergency Approval: Date:

bC5

FORT BEND COUNTY
TRAVEL AUTHORIZATION

AGENDA ITEM

TO: COMMISSIONERS COURT

I hearby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Inv. Jose Hernandez

Inv. Rick White

DATE OF DEPARTURE: 4/2/2009

DATE OF RETURN: 4/3/2009

DESTINATION: Elmira, New York

PURPOSE OF TRIP: Extradite prisoner back to Fort Bend County

MODE OF TRANSPORTATION: Airline/Rental Car

FUNDING SOURCE: 100560100-63200

****

DEPARTMENT HEAD APPROVAL: Milton Wright, Sheriff
Name & Department

Fort Bend County Sheriff's Office

DATE: 3/26/2009

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date:

Emergency Approval: Date:

AGENDA ITEM

7 A,B

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 3/31/2009	**Submitted By:**
	Department: County Judge
Court Agenda Date: 4/7/2009	**Phone Number: 281-341-8608**

SUMMARY OF ITEM:
Approve correction of typographical error to Agenda Item No. 16 A from Commissioners Court on March 24, 2009, and adopt Order Creating Rules and Regulations for Parking at Designated Fort Bend County Owned Properties, effective April 1, 2009.
Approve correction of typographical error to Agenda Item No. 16 B from Commissioners Court meeting on March 24, 2009, and adopt Fort Bend County Employee Information Manual, Section 614 – Parking at Designated Fort Bend County Properties, effective April 1, 2009.

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:
- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
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If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

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☑	Budget Officer	(281-344-3954)	☑	Comm. Pct. 2	(281-403-8009)
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☑	Purchasing Agent	(281-341-8642)	☑	Comm. Pct. 4	(281-980-9077)
☑	Information Technology	(281-341-4526)	☑	County Clerk	(281-341-8697)
☐	Other:		☑	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

A wrong address was used on Page 1 of the Order.
Corrected copies attached

Special Handling Requested (specify):

4-14-09 orig. ret. to Ann at CO. Judge

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

ORDER CREATING RULES AND REGULATIONS FOR PARKING AT DESIGNATED FORT BEND COUNTY OWNED PROPERTY

WHEREAS, the purpose of this Order is to establish regulation for parking by the general public, elected officials and employees to protect and promote the general health, safety, welfare, public convenience and responsible government of Fort Bend County; and

WHEREAS, the authority to promulgate and enforce this Order is granted to the Fort Bend County Commissioners Court by Chapter 615 of the TEXAS LOCAL GOVERNMENT CODE.

NOW THEREFORE, BE IT ORDERED BY THE COUNTY COMMISSIONERS COURT OF FORT BEND COUNTY that the following Rules and Regulations are hereby enacted as set forth herein below:

I.
Scope

This Order regulates parking by the general public as well as employees of Fort Bend County (hereinafter referred to as "Employees") on designated County owned property whether located within a municipality or in the unincorporated areas of the County. The general public, elected officials, and Employees who violate this Order shall be responsible for any applicable fines and/or removal, impoundment or storage fees. Employees should refer to Policy 614 in the Fort Bend County Employee Information Manual for further clarification. (Attachment A)

The scope of this Order applies only to County-owned properties described below and furthermore, may be expanded by amending this Order by the Commissioners Court.

The following properties and their surface parking lots will be referred to as the "Courthouse Complex," Richmond, Texas

- Courthouse, 401 Jackson Street, Richmond, Texas
- William B. Travis Building, 309 S. 4th Street, Richmond, Texas
- Jane Long Annex, 500 Liberty Street, Richmond, Texas
- O.J. "Mac" MacDowell Jury Assembly Room, 212 Houston Street, Richmond, Texas
- Emergency Medical Services, Station 6, 204 Main Street, Richmond, Texas

II.
Authority

Commissioners Court may designate areas on County-owned property to be used for parking vehicles and shall regulate the areas where County elected officials, Employees and the general public shall

park pursuant to Chapter 615, TEXAS LOCAL GOVERNMENT CODE. Signage shall be posted as appropriate to facilitate parking rules and regulations policy compliance.

III.
Rules and Regulations

A. It is the responsibility of the motor vehicle operator to only park in designated areas.
B. Lack of parking space is not a valid reason for violating a parking regulation.
C. Vehicles are considered parked when left unattended for any period of time.
D. Signs shall not be erected to indicate parking is prohibited on a lawn or other area that does not appear to be a place intended for use as a parking area.
E. The owner or operator of a vehicle may not leave a vehicle unattended on county owned property that:
   a. Is in or obstructs a vehicular traffic aisle, entry, or exit of the County-owned property; or
   b. Prevents a vehicle from exiting a parking space on County-owned property; or
   c. Is in or obstructs a marked fire lane; or
   d. Is in or obstructs a posted reserved parking space; or
   e. Does not display the specialty license plates issued under TRANSPORTATION CODE § 504.201, or the disabled parking placard issued under Chapter 681 of the TRANSPORTATION CODE, for a vehicle transporting a disabled person and is in a parking space that is designated for the exclusive use of a vehicle transporting a disabled person; or
   f. Has been designated as Reserved and properly posted as such (OC §2308.305)
F. These rules and regulations do not apply to an authorized emergency vehicle owned or operated by a governmental entity responding to an emergency call. [OC 2308.251(b)].
G. These rules and regulations are enforceable Monday-Friday from 7:00 a.m. -6:00 p.m., exclusive of County holidays.

IV.
Enforcement

A. Responsibility:
It shall be the responsibility of the Fort Bend County Sheriff's Office or Constables' Offices, whichever agency is available, to enforce these rules and regulations on County-owned property designated in Section I, whether the property is located within a city limits or in an unincorporated area of the County.

B. Offense:
   a. A person commits an offense if the person parks a vehicle in violation of a rule or regulation adopted under this section. An offense under this section is a Class C misdemeanor per TEXAS LOCAL GOVERNMENT CODE § 615.001 (e).
   b. A vehicle operator that parks a vehicle in a parking space that is designated for the exclusive use of a vehicle transporting a disabled person will be assessed a fine pursuant to TRANSPORTATION CODE §681.011 (g).
   c. In addition, elected officials, and Employees are subject to Sections 614.01 and 614.07 of the Fort Bend County Employee Information Manual, Parking Policy.

C. Signage

All County-owned property subject to this Order shall contain appropriately worded signs to inform operators of a vehicle of the parking restrictions or prohibitions. (OCCUPATION CODE, Chapter 2308, Subchapter G)

D. Non-Consent Towing

a. The County reserves the right to remove and impound any vehicle that is parked in such a way as to constitute a violation of any rule or regulation stated herein. The owner and/or operator of any vehicle that is removed for violation of these rules shall pay all costs for the removing, impounding and storing of such vehicle per TEXAS LOCAL GOVERNMENT CODE §615.001 (d).

b. A non-consent tow s means any tow of a motor vehicle that is not initiated by the owner or operator of the vehicle or by a person who has possession, custody, or control of the vehicle and includes a tow of a motor vehicle initiated by the Fort Bend County Sheriff or Fort Bend County Constables, or their designee

c. Towing and storage of a vehicle in violation of these Rules and Regulations shall be performed in accordance with the *Revised Order Creating Rules and Regulations for NonConsent Towing and Storage Service of Fort Bend County* as amended and adopted by Commissioners Court. (Attachment B)

d. Phone number will be answered 24-hours and is 281-341-4666.

e. The maximum allowable fee that may be collected in connection with a nonconsent Tow is $150.00.

V.
Effective Date

The effective date of these Rules and Regulations shall be April 1, 2009.

PASSED AND APPROVED this the 24 day of March, 2009.

FORT BEND COUNTY, TEXAS

By: _____
Robert E. Hebert, County Judge

ATTEST:

_____
Dianne Wilson, County Clerk

Attachment A

Fort Bend County Employee Manual
Section 614

614 – PARKING POLICY AT DESIGNATED FORT BEND COUNTY OWNED PROPERTY

Section 614.01 Regulating Parking at Fort Bend County Designated Property

The Fort Bend County parking policy regulates parking by the general public as well as employees on designated County owned property. This policy is included in this manual to inform all employees that they are required to adhere to the parking policy at all times when parking at the Courthouse Complex, whether they are operating a county-owned vehicle, or a privately owned vehicle.

This policy is adapted from the *Order Creating Rules and Regulations for Parking at Designated Fort Bend County Owned Property* adopted by Commissioner Court and effective April 1, 2009.

Elected Officials, Department Heads, and other employees who violate this policy shall be responsible for any applicable fines and/or removal, impoundment or storage fees, whether the vehicle is a county-owned vehicle or a privately owned vehicle. County-owned vehicles must be retrieved from storage promptly (usually within 24-hours). In addition, an employee who repeatedly disregards or violates this parking policy may be subject to discipline, up to and including termination of employment.

Section 614.02 Scope Courthouse Complex, Richmond, TX

The scope of this policy will only include the County owned properties described below and furthermore, these properties and their surface parking lots will be referred to as the "Courthouse Complex, Richmond TX."

- Courthouse, 401 Jackson Street, Richmond TX
- William B. Travis Building, 309 S. 4th Street, Richmond TX
- Jane Long Annex, 500 Liberty Street, Richmond TX
- O.J. "Mac" MacDowell Jury Assembly Room, 212 Houston Street, Richmond TX
- Emergency Medical Services, Station 6, 204 Main Street, Richmond TX

Section 614.03 Purpose

The purpose of this policy is to protect and promote the general health, safety, welfare, public convenience and good government of Fort Bend County by regulating parking on property owned by the County, and to communicate to the general public, County Elected Officials, Department Heads, and employees, the County's formal policy and procedures for parking on County owned property.

Section 614.04 Authority and Application

This policy is issued under the authority of Section 445.001 of the Local Government Code, and applies to all County Elected Officials, Department Heads, employees and the public.

Section 614.05 Responsibility

It shall be the responsibility of the Fort Bend County Sheriff's Office or Constables' Offices, whichever agency is available, to enforce parking regulations on County owned property, whether the property is located within a city limits or in an unincorporated area of the County.

Section 614.06 Policy

1. Commissioners Court may designate areas on County-owned land to be used for parking vehicles and shall direct where County Elected Officials, Department Heads, employees and the public shall park. Signage will be posted where appropriate to facilitate parking policy compliance.
2. It is the responsibility of the motor vehicle operator to find a legal parking space.
3. Lack of space is not a valid reason for violating a parking regulation.
4. Vehicles are considered parked when left unattended for any period of time.
5. All areas not specifically designated for parking are "No Parking" zones. These areas will not be posted.
6. The owner or operator of a vehicle may not leave a vehicle unattended on county owned property that:[i]
    a. Is in or obstructs a vehicular traffic aisle, entry, or exit of the County-owned land
    b. Prevents a vehicle from exiting a parking space on County owned land
    c. Is in or obstructs a marked fire lane
    d. Is in or obstructs a posted reserved parking space
    e. Does not display the special license plates issued under Section 504.201 of the Transportation Code, or the disabled parking placard issued under Chapter 681, Transportation Code, for a vehicle transporting a disabled person and is in a parking space that is designated for the exclusive use of a vehicle transporting a disabled person
    f. Has been designated as Reserved and properly posted as such under Occupation Code 2308.305.
7. These prohibitions do not apply to an emergency vehicle responding to an emergency, that is owned by, or the operation of which is authorized by, a governmental entity.
8. These prohibitions will be in place Monday-Friday from 7:00 a.m.-6:00 p.m. exclusive of County Holidays.

Section 614.07 Enforcement

A person commits an offense if the person parks a vehicle in violation of a rule adopted under this section. An offense under this section is a Class C misdemeanor,[ii] or subject to a fine as imposed by Transportation Code §681.011(g).

The County reserves the right to remove and impound any vehicle that is parked in such a way as to constitute a serious hazard or is in violation of any rule stated herein. The owner of any vehicle that is removed for violation of these rules will be required to pay all costs for the removing, impounding and storing of such vehicle,[iii] in accordance with the *Revised Order Creating Rules and Regulations for Non-Consent Towing and Storage Services of Fort Bend County.*

In addition, as per Section 614.01, an Elected Official, Department Head or other County employee who violates any parking regulation while operating a County owned vehicle, shall be responsible for all costs for the removing, impounding and storing of such vehicle, and any applicable fines. A County owned vehicle that has been impounded must be retrieved promptly (usually within 24 hours).

Policy Approved and Adopted By:
Fort Bend County Commissioners Court
March 24, 2009

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[i] Occupations Code §2308.251
[ii] Local Government Code § 445.001(c)
[iii] Local Government Code § 445.001(d)

Attachment B

Revised Order Creating Rules and Regulations for Nonconsent Towing and Storage Services of Fort Bend County

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

REVISED ORDER CREATING RULES AND REGULATIONS FOR NONCONSENT TOWING AND STORAGE SERVICES OF FORT BEND COUNTY

WHEREAS, the purpose of this order is to establish an efficient and orderly manner for removing motor vehicles involved in traffic accidents or incidents in the unincorporated area of Fort Bend County;

WHEREAS, on November 6, 2007, Fort Bend County approved this Order and authorized non-consent towing as promulgated by then Chapter 643 of the TEXAS TRANSPORTATION CODE; and

WHEREAS, now, the authority to promulgate and enforce this order is granted to the Fort Bend County Commissioners Court by Chapter 2308 of the TEXAS OCCUPATIONS CODE; and

WHEREAS, Fort Bend County has enacted an Order for the regulation of the parking of vehicles on designated property owned or leased by the County pursuant to Chapter 445 and Chapter 615 of the TEXAS LOCAL GOVERNMENT CODE, wherein the same procedure for non-consent tows shall be utilized by the Fort Bend County Sheriff's Office to ensure an orderly and uniform non-consent towing procedures for designated property owned or leased by Fort Bend County;

NOW, THEREFORE, BE IT RESOLVED that the Fort Bend County Commissioners Court does hereby adopt these Rules and Regulations for Nonconsent Towing and Storage Services of Fort Bend County as set forth below:

I.
Definitions

A. "Consent Tow" shall mean any tow of a motor vehicle initiated by the owner or operator of the vehicle or by a person who has possession, custody, or control of the vehicle.
B. "County" shall mean Fort Bend County, Texas.
C. "Motor Vehicle" shall mean any vehicle as defined by §501.002 of the Texas Transportation Code.
D. "Nonconsent Tow" shall mean any tow of a Motor Vehicle initiated by a Peace Officer investigating a traffic accident or a traffic incident in the unincorporated are of the County, and shall apply to a vehicle parked in prohibited areas on designated property owned or leased by the County.
E. "Peace Officer" shall mean any peace officer as defined by §2.12 of the Texas Code of Criminal Procedure.
F. "Rules" shall mean these Rules and Regulations for Nonconsent Towing and Storage Services in Fort Bend County.
G. "Sheriff's Office" shall mean the Fort Bend County Sheriff's Office.
H. "Towing Company" shall mean any individual, partnership, corporation, or other entity or association that is engaged in the business of towing Motor Vehicles on a public road for

compensation, or with the expectation of compensation, or who owns or operates a Tow Truck. This term includes an owner, employee, or agent of the Towing Company.

I. "Tow Truck" shall mean a Motor Vehicle or other mechanical device adapted or used to tow, carry, push, winch or otherwise move any Motor Vehicle.

J. "Tow Truck Operator" shall mean a person operating a Tow Truck.

K. "Tow Truck Operator ID Permit" shall mean the permit issued to a Tow Truck Operator by the Sheriff's Office demonstrating the eligibility of that person to perform a Nonconsent Tow.

L. "Tow Truck Permit" shall mean a numbered tag issued by the Sheriff's Office authorizing a specific Tow Truck to be used to perform Nonconsent Tows in the Zone for which the Tow Truck Permit was issued.

M. "Vehicle Owner" shall mean a Motor Vehicle's legal or registered owner, or such owner's authorized representative.

N. "Vehicle Storage Facility" shall mean any vehicle storage facility as defined by §2303.002 of the Texas Occupations Code.

O. "Zone" shall mean Zone 1, Zone 2, or Zone 3 as described in the Zone descriptions attached as Exhibit A.

II.
Tow Truck Permits

A. General

1. A Tow Truck Permit authorizes the permitted Tow Truck to be used to perform Nonconsent Tows in the Zone for which the Tow Truck Permit was issued.
2. A separate Tow Truck Permit is required for each Tow Truck used for Nonconsent Tows originating in the unincorporated area of the County, or on designated property owned or leased by the County.
3. Tow Truck Permits are not assignable or transferable.
4. Tow Truck Permits are the property of Fort Bend County.
5. It is a violation of these Rules to use a Tow Truck for a Nonconsent Tow originating in the unincorporated area of the County or on designated property owned or leased by the County without a Tow Truck Permit.
6. A violation of these Rules may result in the denial, refusal to renew, suspension, or revocation of a Tow Truck Permit. Such action may result in temporary and/or permanent removal from the Tow Rotation List.

B. Permit Applications

1. A Tow Truck Permit application is attached as Exhibit B. Additional applications may be obtained at the Information Booth located in the main lobby of the Sheriff's Office during normal business hours or downloaded from the Sheriff's Office website.
2. A completed application must be filed for each Tow Truck used for Nonconsent Tows originating in the unincorporated areas of the County or on designated property owned or leased by the County. Completed applications must be filed at the Sheriff's Office. A completed application must be accompanied by the following documentation:
    a. A copy of the applicable Vehicle Registration Listing issued by the Texas Department of Transportation;
    b. A copy of the current vehicle registration;
    c. Proof of passage of vehicle inspection;

d. Evidence of financial responsibility in accordance with §601.051 of the Texas Transportation Code;
e. Evidence of insurance coverage in accordance with §643.101 of the Texas Transportation Code;
f. A copy of the most recent Tow Truck invoice;
g. A schedule of the Towing Company's Nonconsent Tow fees posted on the Texas Department of Transportation website;
h. Towing Company's current business card;
i. A letter of authorization for the use of each Vehicle Storage Facility identified in the Application;
j. The application fee set forth in Section V of these Rules.

3. A Towing Company shall notify the Sheriff's Office of any change to the information supplied in the completed application within twenty (20) days of such change.
4. Failure to notify the Sheriff's Office of any change to the information supplied in the completed application within twenty (20) days of such change is a violation of these Rules.

C. Permit Issuance

1. Upon satisfaction of the Tow Truck Permit application requirements of these Rules, the Sheriff's Office may issue the Towing Company a Tow Truck Permit. Such issuance is at the sole discretion of the Sheriff's Office.
2. Upon issuance of a Tow Truck Permit, the Towing Company will be added to the Tow Rotation List. A Towing Company will only be placed on the Tow Rotation List once, no matter how many Tow Truck Permits the Towing Company obtains.
3. The Sheriff's Office will notify each Vehicle Storage Facility identified in the Towing Company's application of the Tow Truck Permit issuance.

D. Permit Display

1. A Tow Truck Permit shall be prominently displayed in the upper left side of the front windshield of the Tow Truck. The Tow Truck Permit must be clearly visible at all times.
2. Failure to properly display the Tow Truck Permit is a violation of these Rules.

E. Permit Expiration and Renewal

1. All Tow Truck Permits expire annually at midnight on the 31st day of January, regardless of the issuance date.
2. To renew a Tow Truck Permit, the Towing Company must file a renewal application.
3. Annual renewal applications may be submitted to the Sheriff's Office between December 1 and January 31.
4. The applicable fee must be included with the renewal application.
5. A Towing Company that fails to renew a Tow Truck Permit before it expires shall return to the Tow Truck Permit to the Sheriff's Office immediately upon expiration.
6. It is a violation of these Rules to perform a Nonconsent Tow with an expired Tow Truck Permit.

F. Permit Replacement

1. Once obtained, the Towing Company is responsible for the Tow Truck Permit. If a Tow Truck Permit is lost or stolen, the Towing Company must replace the Tow Truck Permit at the Towing Company's own expense.
2. No Nonconsent Tows may be performed with the Tow Truck until the Tow Truck Permit has been replaced.

G. Required Identification Markings

1. Each permitted Tow Truck shall display the following identification markings:
    a. The owner's legal business name or legal assumed name as specified on the "Vehicle Registration Listing" issued by the Texas Department of Transportation;
    b. The full address at which the owner's business office is located;
    c. The full telephone number for the owner's business office;
    d. A permit plate and/or registration insignia issued by the Texas Department of Transportation pursuant to Chapter 502 of the Texas Transportation Code.
    e. The Vehicle Storage Facility number assigned by the Texas Department of Transportation for each facility to which the Tow Truck delivers motor vehicles.
2. The Towing Company name and telephone number must be permanently inscribed or affixed on the outside of the doors of the permitted Tow Truck in letters that are at least three (3) inches high and one-half (1/2) inch thick, in contrasting colors, and clearly visible at fifty (50) feet in normal daylight.
3. All other markings shall be at least two (2) inches high and one-half (1/2) inches thick.
4. It is a violation of these Rules to perform a Nonconsent Tow with a Tow Truck that does not have the required identification markings.

H. Records

1. Each Towing Company shall maintain records of all Nonconsent Tows for a minimum of three (3) years. The Sheriff's Office may inspect these records at any time during normal business hours.
2. Failure to provide the Sheriff's Office access to these records is a violation of these Rules.

III.
Tow Truck Operator ID Permits

A. General

1. A Tow Truck Operator ID Permit authorizes the Tow Truck Operator to perform Nonconsent Tows.
2. A Tow Truck Operator ID Permit is not required for a person assisting a Tow Truck Operator if that person is not in physical control of the Tow Truck.
3. Tow Truck Operator ID Permits are not assignable or transferable.
4. Tow Truck Operator ID Permits are the property of Fort Bend County.
5. It is a violation of these rules for a Tow Truck Operator to perform Nonconsent Tows originating in the unincorporated area of Fort Bend County or on designated property owned or leased by the County without a Tow Truck Operator Permit.
6. A violation of these Rules may result in the denial, refusal to renew, suspension, or revocation of a Tow Truck Operator ID Permit.

B. Permit Applications

1. A Tow Truck Operator ID Permit application is attached as Exhibit C. Additional applications may be obtained at the Information Booth located in the main lobby of the Sheriff's Office during normal business hours or downloaded from the Sheriff's Office website.

2. Completed applications must be filed at the Sheriff's Office. A completed application must be accompanied by the following documentation:
    a. A copy of the applicant's Texas commercial driving license;
    b. A color photograph of the entire face of the applicant obtained from the Sheriff's Office crime lab at the time the application is filed;
    c. A Texas Department of Public Safety fingerprint card obtained from the Sheriff's Office crime lab at the time the application is filed;
    d. A check made payable to the Department of Public Safety in the amount necessary for DPS to perform a background check.
    e. The application fee set forth in Section V of these Rules.
3. A Tow Truck Operator shall notify the Sheriff's Office of any change to the information supplied in the completed application within twenty (20) days.
4. Failure to notify the Sheriff's Office of any change to the information supplied in the completed application within twenty (20) days of such change is a violation of these Rules.

C. ID Permit Issuance
1. Upon satisfaction of the Tow Truck Operator ID Permit application requirements of these Rules, the Sheriff's Office may issue the Tow Truck Operator a Tow Truck Operator ID Permit. Such issuance is at the sole discretion of the Sheriff's Office.

D. ID Permit Display
1. The Tow Truck Operator ID Permit must be clearly visible at all times while the Tow Truck Operator is present at the scene of a traffic accident or traffic incident.
2. Failure to properly display the Tow Truck Operator ID Permit is a violation of these Rules.

E. Permit Expiration and Renewal
1. All Tow Truck Operator ID Permits expire one (1) year from the date of issuance.
2. To renew a Tow Truck Operator ID Permit, the Tow Truck Operator must file a renewal application.
3. The applicable fee must be included with the renewal application.
4. A Tow Truck Operator that fails to renew a Tow Truck Operator ID Permit before it expires shall return to the Tow Truck Operator ID Permit to the Sheriff's Office immediately upon expiration.
5. It is a violation of these Rules to perform a Nonconsent Tow with an expired Tow Truck Operator ID Permit.

F. Permit Replacement
1. Once obtained, the Tow Truck Operator is responsible for the Tow Truck Operator ID Permit. If a Tow Truck Operator ID Permit is lost or stolen, the Tow Truck Operator must replace the Tow Truck Operator ID Permit at the Tow Truck Operator's own expense.
2. No Nonconsent Tows may be performed by the Tow Truck Operator until the Tow Truck Operator ID Permit has been replaced.

IV.
Permit Denial, Suspension, or Revocation

A. A Tow Truck Permit or Tow Truck Operator ID Permit may be denied, suspended, or revoked at the discretion of the Sheriff's Office for the following reasons:
   1. Noncompliance with or violation of these Rules;
   2. Knowingly supplying false or incomplete information;
   3. Falsifying records; or
   4. Knowingly towing a Motor Vehicle that is reported stolen without first contacting a Peace Officer and receiving specific authority to tow said vehicle.

B. A written complaint regarding any permitted Tow Truck Operator, Tow Truck, or Towing Company may be filed with the Sheriff's Office. The Sheriff's Office will review written complaints to determine if adverse action is necessary.

C. Notice to Tow Truck Operator or Towing Company of Adverse Action by the Sheriff's Office
   1. The Sheriff's Office shall provide written notice to a Tow Truck Operator or Towing Company following the denial, suspension, or revocation of a permit. The written notice shall state the specific grounds for the adverse action.
   2. Written notice shall be provided via First Class Mail.

D. If a permit is suspended or revoked or a renewal is denied, the Tow Truck Operator or Towing Company shall surrender the permit to the Sheriff's Office.

E. Hearing Process
   1. Appeal
      a. A Tow Truck Operator or Towing Company may appeal adverse action of the Sheriff's Office by filing a written notice of appeal with the Sheriff's Office. A written notice of appeal must be received or post marked within seven (7) business days of the date of the notice of adverse action.
      b. A Disciplinary Hearing Committee shall hear each appeal. The Disciplinary Hearing Committee shall consist of: (1) the Lieutenant of Administration, (2) the Lieutenant of the Sheriff's Office Patrol District or the district of the law enforcement agency in which the violation occurred; and (3) another Patrol Supervising Officer designated by the Sheriff's Office.
      c. The Disciplinary Hearing Committee shall give the Tow Truck Operator or Towing Company making the appeal a written notice of the date, time, and place of the appeal hearing to be conducted by the Committee. Both the appealing party and the Sheriff's Office may offer evidence and argument at the appeal hearing. The Disciplinary Hearing Committee shall issue a written decision no later than fifteen (15) business days from the hearing date. The Disciplinary Hearing Committee decision shall become final within seven (7) business days of the written decision if not appealed to the Patrol Division Captain.
   2. Second Appeal
      a. The Tow Truck Operator or Towing Company may appeal the Disciplinary Hearing Committee's decision by filing a written appeal with the Patrol Division Captain within seven (7) business days of the date of the Disciplinary Hearing Committee's written decision.

b. The Patrol Division Captain shall issue a written decision based upon a review of the Disciplinary Hearing Committee's decision, written materials submitted at the original hearing, and any additional written information (limited to five (5) pages, double-spaced) that either party submits. The Patrol Division Captain shall issue a written decision no later than fifteen (15) business days from the date the written notice of a second appeal is received. A decision of the Patrol Division Captain shall be final if not appealed to the Sheriff or his/her designee within seven (7) business days of the Patrol Division Captain's Decision.

3. Third Appeal
   a. The Tow Truck Operator or Towing Company may appeal the Patrol Division Captain's decision by filing a written appeal with the Sheriff within seven (7) business days of the date of the Patrol Division Captain's written decision.
   b. The Sheriff or his/her designee shall issue a written decision based upon a review of the written information submitted to the Disciplinary Hearing Committee and the Patrol Division Captain. No additional information may be submitted. The Sheriff or his/her designee shall issue a written decision no later than fifteen (15) business days from the date the written notice of a third appeal is received.
   c. The decision of the Sheriff or his/her designee shall be final.
   d. A Tow Truck Operator or Towing Company forfeits any right to an appeal under these Rules by failing to timely file an appeal.
   e. All notices shall be sent to:

Fort Bend County Sheriff's Office
Attn: Chief Deputy
1410 Ransom Road
Richmond, Texas 77469

V.
Permit Fees

A. General
   1. All application, renewal, and replacement fees must be paid by cash, cashier's check, or money order made payable to the Sheriff's Office.
   2. All application, renewal, and replacement fees are non-refundable.

B. Application Fees
   1. Tow Truck Permit- $40.00
   2. Tow Truck Operator ID Permit- $5.00

C. Renewal Fees
   1. Tow Truck Permit- $40.00
   2. Tow Truck Operator ID Permit- $5.00

D. Replacement Fees
   1. Tow Truck Permit- $40.00
   2. Tow Truck Operator ID Permit- $5.00

VI.

Tow Rotation List

A. A Peace Officer initiating a Nonconsent Tow of a motor vehicle shall notify the Sheriff's Office that a Nonconsent Tow is needed.

B. The Sheriff's Office shall contact successive Towing Companies on the Tow Rotation List until a Towing Company agrees to carry out the Nonconsent Tow. The Sheriff's Office will only contact Towing Companies on the Tow Rotation List.

VII.
Operation of Tow Truck at Scene

A. General

1. The Tow Truck must be parked on the same side of the road as the Motor Vehicle to be towed and at least one hundred (100) feet from the Law Enforcement Scene, unless otherwise directed by a Peace Officer.
2. Neither Tow Truck Operators nor their passengers shall enter the Law Enforcement Scene unless requested to remain on the scene by a Peace Officer or emergency personnel.
3. The Tow Truck Operator shall ensure that all nonessential persons are a safe distance from the Tow Truck and Motor Vehicle before lifting a Motor Vehicle.
4. The Tow Truck Operator shall not place or operate a Tow Truck cable across lanes of traffic unless the traffic is stopped or diverted by a Peace Officer.
5. The Towing Company shall remove and properly dispose of all debris from the Law Enforcement Scene. Large volumes of cargo spilled from rigs or trailers may require separate removal.
6. Once a Tow Truck has completely hooked up to a Motor Vehicle, the Towing Company may collect a Nonconsent Tow fee as authorized by these Rules.

B. Tow Truck Slips

1. The Peace Officer on the scene will provide the Tow Truck Operator with duplicate copies of a Tow Truck Slip.
2. The Tow Truck Operator signing the Tow Truck Slip shall be responsible for the Motor Vehicle

VIII.
Vehicle Storage Facilities

A. General

1. A Towing Company that makes a Nonconsent Tow shall tow the motor vehicle to a Vehicle Storage Facility that is operated by a person who holds a license to operate the facility under Chapter 2303 of the Texas Occupations Code, unless the Towing Company agrees to take the motor vehicle to a location designated by the motor vehicle's owner.
2. The Motor Vehicle must be towed to an appropriate Vehicle Storage Facility, or delivered to the location designated by the Vehicle Owner, within two (2) hours from the time the Motor Vehicle is loaded.

3. The motor vehicle may not be transported from the original Vehicle Storage Facility to another Vehicle Storage Facility if such transfer will result in additional fees to the Vehicle Owner.
4. The Vehicle Storage Facility to which a motor vehicle is towed must be located within the specific zone in which the Nonconsent Tow originated.

IX.
Maximum Fees for Nonconsent Tows

A. The maximum allowable fee that may be collected in connection with a Nonconsent Tow is $150.00.

B. The maximum allowable fee that may be collected for backup assistance in connection with a Nonconsent Tow is $100.00.

C. These maximum allowable fees do not include fees or charges for the removal of cargo spilled from large rigs or trailers. Fees for salvage services may be negotiated by and between the Tow Truck Operator recovering the cargo and the Motor Vehicle Owner.

D. It is a violation of these rules for any Towing Company or Tow Truck Operator to collect fees in connection with a Nonconsent Tow in excess of the maximum fees set forth herein.

X.
Towing Fee Studies

A. A person may file a written request for a Towing Fee Study at any time, but not more than once per year. The Sheriff's Office shall notify Commissioners Court upon receipt of a request.

B. Commissioners Court shall determine whether a Towing Fee Study is warranted. Commissioners Court is not absolutely obligated to order a Towing Fee Study.

C. If a Towing Fee Study is ordered, the Sheriff's Office shall collect relevant financial or accounting information regarding current maximum allowable fees to determine if such fees represent the fair value of the services provided. The Sheriff's Office shall present a recommendation to Commissioners Court based on this review.

D. Commissioners Court shall determine if the maximum allowable fee should be amended. Commissioners Court is not obligated to amend the maximum allowable fee if it determines that the existing fee represents the fair value of the services provided.

XI.
Violations and Criminal Offenses

A. Any violation of these Rules may result in temporary and/or permanent removal of a Towing Company from the Tow Rotation List. Such temporary and/or permanent removal is at the sole discretion of the Sheriff's Office.

B. Criminal Offense
   1. A person commits an offense if:
      a. The person arrives at the scene of a traffic accident or traffic incident to perform a nonconsent tow of a motor vehicle without first being contacted by the Sheriff's Office;

b. The person directly or indirectly solicits, on streets located in the County, towing services, including towing, removing, repairing, wrecking, storing, trading, selling, or purchasing related to a vehicle that has been damaged in an accident to the extent that it cannot be normally and safely driven; or
c. The person enters the scene of a traffic accident, traffic incident, or other area under the control of a Peace Officer without the permission of the Peace Officer.

2. An offense as described above is a misdemeanor punishable by a fine of not less than $1.00 or more than $200.00.

XII.
NONCONSENT TOWING FOR PARKING ON DESIGNATED COUNTY OWNED/LEASED PROPERTY

The regulations and procedures set-forth in this Order are applicable to any Orders adopted by the Fort Bend County Commissioners Court for Nonconsent Towing and Storage Services on desidnated County-owned/leased property pursuant to Chapter 445 and Chapter 615 of the TEXAS LOCAL GOVERNMENT CODE.

XIII.
Effective Date

The effective date of these Rules shall be March 24, 2009.

PASSED AND APPROVED this the 24 day of March, 2009.

FORT BEND COUNTY, TEXAS

By: _____
Robert E. Hebert, County Judge

ATTEST:

_____
Dianne Wilson, County Clerk

Approved:

_____
Milton Wright, Fort Bend County Sheriff

EXHIBIT A

REVISED ORDER CREATING RULES AND REGULATIONS FOR NONCONSENT TOWING AND STORAGE SERVICES OF FORT BEND COUNTY

Exhibit A – Wrecker Zones

Descriptors of Zone 1

SH 99 from the county line, north of Highland Knolls - Key map 485K, south to the intersection of US 90A - Key map 567 W, west to SH 6, not inclusive of the traffic lanes of US 90A or SH 6, inclusive of the area contained within the stated boundaries.

Key map pages 485, 486, 525, 526, 527 and 567

Descriptors of Zone 2

US 90A traffic lanes, inclusive of roadway as defined in the Transportation Code, east to SH 6, north on SH 6, inclusive of the roadway to the county line. SH 99 south from US 90A to FM 2759, east on FM 2759 to the intersection of Macek Road, not inclusive of the roadway of US 59 or FM 2759, inclusive of the Greatwood subdivision and all areas to the east of the sated boundaries and the Brazos River.

Key map pages 528, 568, 570, 607, 608, 609, 610, 611, 612, 650, 651 and 652

Descriptors of Zone 3

All areas not included in Zones 1 and 2.

EXHIBIT B

FORT BEND COUNTY NON-CONSENT TOW
TOW TRUCK PERMIT APPLICATION

□ New □Renewal □Replacement □Substitute □Denied TDLR no.:_____

Company Name: _____ □Sole □Partner □Corp.

Name of each partner or corporate officer:_____

_____ TDLR#_____

Business Address:_____ City: _____ Zip: _____

Mailing Address _____ City: _____ Zip: _____

Business Phone: _____ Business Fax: _____

Contact Person: _____ E-Mail: _____

Mobile Ph.: _____ **24 hr. contact no.:**_____

Authorized Vehicle Storage Facility: State Permit No.:_____

Zone: ____ Storage Facility Name: _____

Address: _____ City: _____ Zip: _____

Contact Person: _____ Phone No.:_____

Authorized Vehicle Storage Facility: State Permit No.:_____

Zone: ____ Storage Facility Name: _____

Address: _____ City: _____ Zip: _____

Contact Person: _____ Phone No.:_____

Authorized Vehicle Storage Facility: State Permit No.:_____

Zone: ____ Storage Facility Name: _____

Address: _____ City: _____ Zip: _____

Contact Person: _____ Phone No.:_____

If you have more trucks than the space provided, you may copy the second page as many times as needed.

Tow Truck Information: State Permit No.:_____

Year: _____ Make: _____ Lic.: _____ Vin #: _____

Ft. Bend Permit No.: _____ Zone: _____

Tow Truck Information: State Permit No.:_____

Year: _____ Make: _____ Lic.: _____ Vin #: _____

Ft. Bend Permit No.: _____ Zone: _____

Tow Truck Information: State Permit No.:_____

Year: _____ Make: _____ Lic.: _____ Vin #: _____

Ft. Bend Permit No.: _____ Zone: _____

Tow Truck Information: State Permit No.:_____

Year: _____ Make: _____ Lic.: _____ Vin #: _____

Ft. Bend Permit No.: _____ Zone: _____

Tow Truck Information: State Permit No.:_____

Year: _____ Make: _____ Lic.: _____ Vin #: _____

Ft. Bend Permit No.: _____ Zone: _____

All Tow Trucks must have the following documents: □Vehicle Registration

□Vehicle MVI Inspection □Evidence of Insurance coverage □Recent Tow Slip

□Schedule of Non-consent Tows as posted on website □Business Card

□Authorization for use of VSF.

Applicant shall save harmless Fort Bend County from and against all claims, liability, and expense, including reasonable attorney fees that result from non-consent towing services provided by the applicant or any of its applicant's agent, servants or employees.

_____ _____

Applicant's Printed Name Date Applicant's Signature Date

EXHIBIT C

FORT BEND COUNTY NON-CONSENT TOW
TOW TRUCK OPERATOR I.D. PERMIT APPLICATION

☐ **NEW** ☐ **REPLACEMENT** ☐ **CHANGES** Date: _____ TDL# _____

Last Name: _____ First: _____ Middle: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Mobile Phone: _____

Date of Birth: ____/____/____ ☐ Male ☐ Female HT: _____ WT: _____ EYES ____ HAIR: _____

Towing Company: _____ TDLR# _____

Issue Date: _____ Expiration Date: _____

I, the Applicant, do solemnly swear that the following statement is true and correct:

(1) Applicant has read, understands and agrees to abide by the Rules and Regulations For Non-Consent Towing and Storage Services of Fort Bend County:
(2) Applicant was not convicted within the past three years of :
   a. two or more serious traffic violations
   b. a violation of law that regulates the operation of a Motor Vehicle at a railroad grade crossing
   c. driving a Motor Vehicle under the influence of alcohol or a controlled substance
   d. leaving the scene of an accident
   e. using a Motor Vehicle in the commission of a felony;
   f. causing the death of another person through the negligent or criminal operation of a Motor Vehicle;
   g. driving a Motor Vehicle while the Applicant's driver's license was revoked, suspended, or cancelled or while otherwise disqualified from driving a Motor Vehicle;
(3) Applicant is not addicted to the use of alcohol, a controlled substance, or another drug that renders a person incapable of driving;
(4) Analysis during the last year of Applicant's blood, breath, or urine under Texas Transportation Code Chapters 522, 524 or 724 would not disqualify Applicant from driving a commercial Motor Vehicle;
(5) Applicant does not hold a driver's license by this State or another state or country that has been revoked, cancelled, or suspended;
(6) Applicant has not been determined by a judgment of a court to be totally incapacitated or incapacitated of a Motor Vehicle, unless restored to capacity by judicial decree or released from a hospital that the person has regained capacity; and
(7) Applicant does not have any mental or physical disability that prevents the person from exercising reasonable and ordinary control over the operation of a Tow Truck.

APPLICANT SHALL SAVE HARMLESS FORT BEND COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONBABLE ATTORNEYS FEES, THAT RESULT FROM NON-CONSENT TOWING SERVICES PROVIDED BY THE APPLICANT OR ANY OF APPLICANT'S AGENTS, SERVANTS OR EMPLOYEES.

Applicant will be fingerprinted and photographed prior to issuance of a Tow Truck Operator I.D. Permit. Failure to notify the Fort Bend County Sheriff's Office of any change to the information supplied in this Application within twenty (20) days of such change is a violation of the Rules and Regulations For Non-Consent Towing and Storage Services of Fort Bend County.

_____ Applicant

_____ Date

AGENDA ITEM

7C1
DD3A

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 04/01/2009 **Submitted By:**
Department: County Judge
Court Agenda Date: 04/07/2009 **Phone Number:** 281-341-8608

SUMMARY OF ITEM:
Approve request for Historic Site Property Tax Exemption for The George Ranch Historical Park for year 2009.

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE; Accounting Unit: Account Number:
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:
- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:
Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☑	Auditor	(281-341-3774)	☑	Comm. Pct. 1	(281-342-0587)
☑	Budget Officer	(281-344-3954)	☑	Comm. Pct. 2	(281-403-8009)
☑	Facilities/Planning	(281-633-7022)	☑	Comm. Pct. 3	(281-242-9060)
☑	Purchasing Agent	(281-341-8642)	☑	Comm. Pct. 4	(281-980-9077)
☑	Information Technology	(281-341-4526)	☑	County Clerk	(281-341-8697)
☐	Other:		☑	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

CO JUDGE BOB HEBERT Fax:2813418609 Apr 1 2009 11:41 P.01

The George Foundation
Est. 1945

215 Morton Street
Mail to: 310 Morton Street
PMB Suite C
Richmond, Texas 77469

281-342-6109 tel
281-341-7055 fax

March 4, 2009

Honorable Robert E. Hebert
County Judge
Fort Bend County, Texas
301 Jackson, Suite 719
Richmond, Texas 77469

Re: 2009 Ad Valorem Tax Exemption Application for Historic Site Exemption – The George Ranch Historical Park

Dear Judge Hebert:

Enclosed please find the 2009 Historic Site Exemption Application for The George Ranch Historical Park, along with an acreage description.

Thank you very much for your consideration in this matter, and should you have questions, please feel free to give me a call.

Very truly yours,

THE GEORGE FOUNDATION

Sandra G. Thompson
Chief Financial Officer

Enclosure

cc: Roland C. Adamson, Executive Director

CO JUDGE BOB HEBERT Fax:2813418609 Apr 1 2009 11:41 P.02

AGENDA ITEM

7C2

DD3B

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 04/01/2009

Court Agenda Date: 04/07/2009

Submitted By:
Department: County Judge
Phone Number: 281-341-8608

SUMMARY OF ITEM:
Approve request for Historic Site Property Tax Exemption for The Morton Ferry Home, located at 402 North Second Street, Richmond, Texas, for year 2009.

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
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☑	Budget Officer	(281-344-3954)	☑	Comm. Pct. 2	(281-403-8009)
☑	Facilities/Planning	(281-633-7022)	☑	Comm. Pct. 3	(281-242-9060)
☑	Purchasing Agent	(281-341-8642)	☑	Comm. Pct. 4	(281-980-9077)
☑	Information Technology	(281-341-4526)	☑	County Clerk	(281-341-8697)
☐	Other:		☑	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

CO JUDGE BOB HEBERT Fax:2813418609 Apr 1 2009 11:50 P.01

9022 Chatsworth
Houston, TX 77024
March 31, 2009

The Honorable Robert E. Hebert
County Judge
Fort Bend County
Suite 719
301 Jackson Street
Richmond, TX 77469

Dear Judge Hebert,

This is a request to grant an Ad Valorem Tax Exemption for The Morton Ferry Home located at 402 North Second Street in Richmond, Texas for the year 2009.

Although your file has pictures and information on the Morton Ferry Home, I will be glad to resend if you need them.

I have mailed a request asking the Logans, the property owners to the North, to cut down the tall dead cedar tree which could damage the Morton Ferry home if it falls but have not received a reply.

If you need additional information, please use the mailing address above or call my cell 832 439 7626 or 713 686-6279. I am also faxing this letter.

Cordially,

Betsy Vaughan

Betsy Vaughan

1C3
DD3C

AGENDA ITEM

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 04/01/2009	**Submitted By:**
	Department: County Judge
Court Agenda Date: 04/07/2009	**Phone Number: 281-341-8608**

SUMMARY OF ITEM:

Approve request for Historic Site Property Tax Exemption for The Darst Yoder House, located at 300 South Ninth Street, Richmond, Texas, for year 2009.

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐

REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:

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- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
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DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

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☐	Purchasing Agent	(281-341-8642)	☐	Comm. Pct. 4 (281-980-9077)
☐	Information Technology	(281-341-4526)	☐	County Clerk (281-341-8697)
☐	Other:		☐	County Atty (281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

CO JUDGE BOB HEBERT Fax:2813418609 Apr 1 2009 12:00 P.01

AGENDA ITEM

March 28, 2009

Fort Bend County

TO: County Judge Robert E. Hebert
Commissioner Richard Morrison
Commissioner Grady Prestage
Commissioner Andy Meyers
Commissioner James Patterson
Roy Cordes, County Attorney

SUBJECT: Historic Site Property Tax Exemption 2008
Darst Home
300 South 9th Street
Richmond, TX

Gentlemen:

I again respectfully submit here with an application for 100 percent Tax Exemption for the aforementioned Historic site property.

I have submitted an application to the Fort Bend Central Appraisal District, Mr. Harris Watson, according to law.

I sincerely appreciate your kind attention to this request and trust it will Merit your approval.

Sincerely,

Paul G. Johnston
(281) 342-4506

CO JUDGE BOB HEBERT Fax:2813418609 Apr 1 2009 12:00 P.02

Apr 1 2009 12:00 P.03
CO JUDGE BOB HEBERT Fax:2813418609

By the authority vested in it by the Legislature of the State of Texas, the Texas Historical Commission hereby designates

THE DARST-YODER HOUSE

of the city of **Richmond** county of **Fort Bend** as a Recorded Texas Historic Landmark and duly certifies that said structure is worthy of preservation because of its outstanding contribution to the heritage of Texas.

Governor of Texas

Chairman, Texas Historical Commission

November 26, 1975
Date

AGENDA ITEM

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 04/01/09 **Submitted By:** Nicole Mehrens, County Attorney's Office
Department: COMMISSIONER, PCT. 1
Court Agenda Date: 04/07/09 **Phone Number:** 281-341-4555

SUMMARY OF ITEM:

A Approve Interlocal Project Agreement between Fort Bend County and City of Needville to provide assistance with excavating ditches and resetting culverts for proper drainage on Richmond Street, a city-owned street.

B Approve Interlocal Project Agreement between Fort Bend County and City of Beasley to provide assistance with reconstruction and overlaying with asphalt on North Fourth Street from Ave. A to Ave. E and South Seventh Street from Loop 540 to Ave. J, all city-owned streets.

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☒
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☒ NO ☐

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDING SOURCE: **Accounting Unit:** **Account Number:**
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:

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DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ **(✓ when completed)**
If by E-Mail to ospindon@co.fort-bend.tx.us **If by Fax to (281) 341-8609**
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

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☒	Budget Officer	(281-344-3954)	☒	Comm. Pct. 2	(281-403-8009)
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☒	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☒	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☒	Other: Marc Grant, Road & Bridge		☒	County Atty.	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

4-17-09 orig. ret. to Nicole at Co. Attorney

City of Needville

P.O. Box 527 · NEEDVILLE, TEXAS 77461 · 979/793-4253 · Fax 979/793-6055

February 16, 2009

Commissioner Richard Morrisson

Dear Commissioner:

Please assist the City of Needville in preparing a profile and cleaning the south ditch where necessary on Richmond Street from FM 360 to Line Street.

For any questions contact Richard Vacek @979-793-4251.

Thank you,

Delbert Wendt
Mayor

3-16-9

RECEIVED
FEB 17 2009
COMMISSIONER PCT. 1

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

INTERLOCAL PROJECT AGREEMENT

This Interlocal Project Agreement ("Project Agreement"), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapters 251.012 and/or 251.015 of the Texas Transportation Code, between Fort Bend County, Texas, ("County") a body corporate and politic, acting by and through its Commissioners Court and the **City of Needville** ("Local Government") a county, municipality, special district, or other political subdivision (including a corporate or political Local Government organized under State law), acting by and through its City Council.

In consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

I.
BASIC TERMS

This Project Agreement is entered into pursuant to the Primary Interlocal Agreement ("Primary Agreement") previously agreed to by the parties on October 1, 2007. The terms of that Primary Agreement are incorporated into this Project Agreement by reference for all purposes as if they were set forth herein word for word.

County, by and through its Commissioners Court, hereby affirmatively finds that Fort Bend County will receive a benefit as the result of this Project.

County, by and through its Commissioners Court, hereby affirmatively finds that the Project serves a public purpose.

County, by and through its Commissioners Court, hereby affirmatively finds that County is specifically authorized by law to individually and independently construct the Project on its own.

Local Government, by and through its City Council, hereby affirmatively finds that Local Government is specifically authorized by law to individually and independently construct the Project on its own.

County and Local Government agree that, in performing the governmental functions contemplated in this Agreement or in paying for the performance of those governmental functions, each party will make that performance or those payments from current revenues legally available to that party.

County and Local Government affirmatively find that the performance of this Agreement is in the common interest of both parties, that undertaking this Agreement will benefit the public and

that the division of costs associated with the Project fairly and adequately compensate the performing party for its services or functions performed under this Agreement.

Neither County nor Local Government intends for any third party to obtain a right by virtue of this Agreement.

Local Government agrees that County is relying upon Local Government for notice to proceed with this Project, but that County shall not be required to perform this Agreement within any time limit.

County and Local Government understand and agree that County is an Independent Contractor and that at no time will County's employees, agents or asignees be deemed for any purpose to be employees or agents of Local Government.

County and Local Government understand and agree that Local Government is an Independent Contractor and that at no time will Local Government's employees, agents or assignees be deemed for any purpose to be employees or agents of County.

II.
PURPOSE

The purpose of this Project is to provide assistance with improvement of drainage along ditch.

III.
TERM

The term of this Project Agreement will be from the date of execution by the last party hereto until midnight on September 30, 2009 or until the Project is completed, whichever is sooner. However, either party may terminate this Agreement, with or without cause, by giving at least ten (10) days written notice to the other party.

IV.
PROJECT DESCRIPTION

The Project contemplated by this Project Agreement is described as providing assistance by excavating ditch and resetting culverts for proper drainage, ("Project").

V.
PROJECT LOCATION

The location for the Project is on Richmond Street, a city-owned street in the City of Needville, ("Project Site").

VI.

SCOPE OF WORK

COUNTY'S RESPONSIBILITIES:

County agrees to provide up to 54 equipment hours at $35.00 per hour, up to 54 man-hours of labor at $15.00 per hour, up to 0 in materials and up to $0.00 in cash to Local Government, for a total expenditure not to exceed **$2,700.00**

At County's sole expense, County will furnish the labor, equipment and materials necessary to perform its responsibilities under this Agreement. If necessary, the County will load any excavated material required by Local Government to be moved, onto trucks provided by Local Government.

LOCAL GOVERNMENT'S RESPONSIBILITIES:

Local Government agrees to assume all material cost.

At Local Government's sole expense, Local Government will furnish the labor, equipment and materials necessary to perform its responsibilities under this Agreement. Local Government will provide all appropriate supervisory personnel necessary to coordinate the efforts of County and Local Government personnel. Local Government will direct and be solely responsible for the overall Project. Local Government will furnish all necessary materials to the Project Site in a manner that will be sufficient to allow County personnel to work in a continuous, uninterrupted manner. If necessary, Local Government will provide sufficient labor and equipment to haul any materials excavated and loaded onto Local Government trucks by County. The number of trucks furnished by Local Government will be sufficient to allow County personnel to work in a continuous, uninterrupted manner. Local Government will schedule its labor and equipment to correspond to County's schedules.

If necessary, Local Government will, at its sole cost and expense, be responsible for the design of the Project. If necessary, Local Government will furnish to County plans that establish grades and the size of any channels and any associated structures County is responsible for constructing. If necessary, Local Government will furnish to County the initial on-ground survey alignment; ditch cross sections and one (1) or more elevation benchmarks on the Project Site prior to the commencement of work.

Local Government will obtain at its sole expense any and all necessary and/or required permissions and/or permits, including NPDES, and provide all personnel necessary to implement the provisions of such permits.

Local Government agrees, at its sole expense, to furnish all necessary flagmen, barricades, traffic devices and traffic control for the entire duration of the Project.

Local Government will notify County within ten (10) days of the completion of the Project of any complaints that Local Government may have regarding the Project. Upon completion of the

Project, Local Government will, at its sole expense, be responsible for the maintenance of the Project.

VII.
MISCELLANEOUS

By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.

Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.

Local Government agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Offices has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorneys Office was offered solely to benefit its client; Local Government and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.

The Road Commissioner of Fort Bend County, at his sole discretion, shall decide any and all questions that may arise as to the interpretation of this Agreement and any and all questions as to the acceptable fulfillment of this Agreement.

It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all parties.

Notices, correspondence, and all other communications shall be addressed as follows:
If to Fort Bend County:

Fort Bend County
301 Jackson, Suite 719
Richmond, Texas 77469
Attn: County Judge

If to City of Needville:

City of Needville
P.O. Box 527
Needville, Texas 77461
Attn: Mayor

IN WITNESS WHEREOF, the parties have executed this Project Agreement on the dates indicated.

FORT BEND COUNTY:

Robert Hebert, Fort Bend County Judge — Date: 4-7-09

Attest:

Dianne Wilson, Fort Bend County Clerk

CITY OF NEEDVILLE:

Mayor — Date: 3/25/09

Attest:

City Secretary

REVIEWED:

Marc Grant
Fort Bend County Road Commissioner

AUDITOR'S CERTIFICATE

I hereby certify that funds are available from current revenues legally available in the amount of **$2,700.00** to accomplish and pay the obligation of Fort Bends County under this Project Agreement.

Ed Sturdivant, Fort Bend County Auditor

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

ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE THE INTERLOCAL PROJECT AGREEMENT BETWEEN FORT BEND COUNTY AND THE CITY OF NEEDVILLE

On this the 7 day of April, 2009, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers, Seconded by Commissioner Morrison, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge be and is hereby authorized to execute the Interlocal Project Agreement between Fort Bend County and the City of Needville for the performance of governmental functions or services. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.

RECEIVED
FEB - 4 2009
ROAD & BRIDGE

CITY OF BEASLEY
P. O. BOX 122 – 319 South 3rd Street
Beasley, Texas 77417
Tel/Fax (979)387-2775/(979)387-2423

February 04, 2009

2/4/9

Fort Bend County Road & Bridge
P. O. Box 148
Richmond, TX 77469
Fax: (281) 342-0587

ATTN: Mr. Richard Morrison, County Commissioner

REF: *"RECONSTRUCTION"* *****

The City of Beasley is requesting the County's assistance to supply the man power and equipment needed to reconstruct the following streets:

North Fourth Street from Avenue A to Avenue E
and
South Seventh Street from Loop 540 to Avenue J

If you have any questions, please call Mayor Kenneth Reid on his cell at (832) 398-0086.

Thank you for your help.

Sincerely,

Kenneth Reid
Mayor

*****This request was originally faxed in July 17, 2008. Copy attached.

2-26-9

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

INTERLOCAL PROJECT AGREEMENT

This Interlocal Project Agreement ("Project Agreement"), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapters 251.012 and/or 251.015 of the Texas Transportation Code, between Fort Bend County, Texas, ("County") a body corporate and politic, acting by and through its Commissioners Court and the **City of Beasley** ("Local Government") a county, municipality, special district, or other political subdivision (including a corporate or political Local Government organized under State law), acting by and through its City Council.

In consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

I.
BASIC TERMS

This Project Agreement is entered into pursuant to the Primary Interlocal Agreement ("Primary Agreement") previously agreed to by the parties on October 1, 2007. The terms of that Primary Agreement are incorporated into this Project Agreement by reference for all purposes as if they were set forth herein word for word.

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County, by and through its Commissioners Court, hereby affirmatively finds that the Project serves a public purpose.

County, by and through its Commissioners Court, hereby affirmatively finds that County is specifically authorized by law to individually and independently construct the Project on its own.

Local Government, by and through its City Council, hereby affirmatively finds that Local Government is specifically authorized by law to individually and independently construct the Project on its own.

County and Local Government agree that, in performing the governmental functions contemplated in this Agreement or in paying for the performance of those governmental functions, each party will make that performance or those payments from current revenues legally available to that party.

County and Local Government affirmatively find that the performance of this Agreement is in the common interest of both parties, that undertaking this Agreement will benefit the public and

that the division of costs associated with the Project fairly and adequately compensate the performing party for its services or functions performed under this Agreement.

Neither County nor Local Government intends for any third party to obtain a right by virtue of this Agreement.

Local Government agrees that County is relying upon Local Government for notice to proceed with this Project, but that County shall not be required to perform this Agreement within any time limit.

County and Local Government understand and agree that County is an Independent Contractor and that at no time will County's employees, agents or asignees be deemed for any purpose to be employees or agents of Local Government.

County and Local Government understand and agree that Local Government is an Independent Contractor and that at no time will Local Government's employees, agents or assignees be deemed for any purpose to be employees or agents of County.

II.
PURPOSE

The purpose of this Project is to provide assistance with reconstruction of streets.

III.
TERM

The term of this Project Agreement will be from the date of execution by the last party hereto until midnight on September 30, 2009 or until the Project is completed, whichever is sooner. However, either party may terminate this Agreement, with or without cause, by giving at least ten (10) days written notice to the other party.

IV.
PROJECT DESCRIPTION

The Project contemplated by this Project Agreement is described as providing assistance with reconstruction and overlay with asphalt on streets, ("Project").

V.
PROJECT LOCATION

The location for the Project is North Fourth Street from Ave A to Ave E and South Seventh Street from Loop 540 to Ave J, which are city-owned Streets, ("Project Site").

VI.
SCOPE OF WORK

COUNTY'S RESPONSIBILITIES:

County agrees to provide up to 360 equipment hours at $35.00 per hour, up to 432 man hours of labor at $15.00 per hour, up to $30,283.76 in materials and up to $0.00 in cash to Local Government, for a total expenditure not to exceed **$49,363.76.**

At County's sole expense, County will furnish the labor, equipment and materials necessary to perform its responsibilities under this Agreement. If necessary, the County will load any excavated material required by Local Government to be moved, onto trucks provided by Local Government.

LOCAL GOVERNMENT'S RESPONSIBILITIES:

Local Government agrees to assume material costs of **$10,640.00.**

At Local Government's sole expense, Local Government will furnish the labor, equipment and materials necessary to perform its responsibilities under this Agreement. Local Government will provide all appropriate supervisory personnel necessary to coordinate the efforts of County and Local Government personnel. Local Government will direct and be solely responsible for the overall Project. Local Government will furnish all necessary materials to the Project Site in a manner that will be sufficient to allow County personnel to work in a continuous, uninterrupted manner. If necessary, Local Government will provide sufficient labor and equipment to haul any materials excavated and loaded onto Local Government trucks by County. The number of trucks furnished by Local Government will be sufficient to allow County personnel to work in a continuous, uninterrupted manner. Local Government will schedule its labor and equipment to correspond to County's schedules.

If necessary, Local Government will, at its sole cost and expense, be responsible for the design of the Project. If necessary, Local Government will furnish to County plans that establish grades and the size of any channels and any associated structures County is responsible for constructing. If necessary, Local Government will furnish to County the initial on-ground survey alignment, ditch cross sections and one (1) or more elevation benchmarks on the Project Site prior to the commencement of work.

Local Government will obtain at its sole expense any and all necessary and/or required permissions and/or permits, including NPDES, and provide all personnel necessary to implement the provisions of such permits.

Local Government agrees, at its sole expense, to furnish all necessary flagmen, barricades, traffic devices and traffic control for the entire duration of the Project.

Local Government will notify County within ten (10) days of the completion of the Project of any complaints that Local Government may have regarding the Project. Upon completion of the Project, Local Government will, at its sole expense, be responsible for the maintenance of the Project.

VII.
MISCELLANEOUS

By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.

Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.

Local Government agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Offices has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorneys Office was offered solely to benefit its client; Local Government and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.

The Road Commissioner of Fort Bend County, at his sole discretion, shall decide any and all questions that may arise as to the interpretation of this Agreement and any and all questions as to the acceptable fulfillment of this Agreement.

It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all parties.

Notices, correspondence, and all other communications shall be addressed as follows:
If to Fort Bend County:

Fort Bend County
301 Jackson, Suite 719
Richmond, Texas 77469
Attn: County Judge

If to City of Beasley:

City of Beasley
P.O. Box 122
Beasley, Texas 77417
Attn: Mayor

IN WITNESS WHEREOF, the parties have executed this Project Agreement on the dates indicated.

FORT BEND COUNTY:

Robert Hebert, Fort Bend County Judge

4-7-09
Date

Attest:

Dianne Wilson, Fort Bend County Clerk

CITY OF BEASLEY:

Mayor

3-25-09
Date

Attest:

City Secretary

REVIEWED:

Marc Grant
Fort Bend County Road Commissioner

AUDITOR'S CERTIFICATE

I hereby certify that funds are available from current revenues legally available in the amount of **$49,363.76** to accomplish and pay the obligation of Fort Bends County under this Project Agreement.

Ed Sturdivant, Fort Bend County Auditor

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

ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE THE INTERLOCAL PROJECT AGREEMENT BETWEEN FORT BEND COUNTY AND THE CITY OF BEASLEY

On this the 7 day of April, 2009, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers, Seconded by Commissioner Morrison, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge be and is hereby authorized to execute the Interlocal Project Agreement between Fort Bend County and the City of Beasley for the performance of governmental functions or services. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 2009

On this the 7 day of **April** 2008/9 , the Commissioners' Court, with the following members being present:

Robert E. Hebert	-	County Judge
Tom Stavinoha	-	Commissioner Precinct #1
Grady Prestage	-	Commissioner Precinct #2
Andy Meyers	-	Commissioner Precinct #3
James Patterson	-	Commissioner Precinct #4

The following proceedings were had, to-writ,

THAT WHEREAS, theretofore, on September 23, 2008, the Court heard and approved the budget for the year 2009 for Fort Bend County; and

WHEREAS, on proper application, the Commissioners' Court has transferred an existing budget surplus to a budget of a similar kind and fund. The transfer does not increase the total of the budget.

The following transfers to said budget are hereby authorized:

Department Name: **CONSTABLE PCT 1** Accounting Unit: **100550100**

TRANSFER TO:

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
PROPERTY & EQUIPMENT	100550100-64000	$ 4,100
	TOTAL TRANSFERRED TO:	**$ 4,100**

TRANSFER FROM:

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
INFORMATION TECHNOLOGY	100550100-65000	$ 4,100
	TOTAL TRANSFERRED FROM:	**$ 4,100**

EXPLANATION: TO UPGRADE FOUR XTL2500 DIGITAL MOBILE DASH MOUNTS AND FIVE XTS2500 DIGITAL PORTABLE RADIOS

Department Head: _____ Date: 4-6-2009

***** USE WHOLE DOLLAR AMOUNTS ONLY *****

THE COUNTY OF FORT BEND

BY: Robert E Hebert
Robert E. Hebert, County Judge

9b

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 2009

On this the **7th** day of **April** 2009 , the Commissioners' Court, with the following members being present:

Robert E. Hebert	-	County Judge
Richard Morrison	-	Commissioner Precinct #1
Grady Prestage	-	Commissioner Precinct #2
Andy Meyers	-	Commissioner Precinct #3
James Patterson	-	Commissioner Precinct #4

The following proceedings were had, to-writ,

THAT WHEREAS, theretofore, on September 23, 2008, the Court heard and approved the budget for the year 2009 for Fort Bend County; and

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The following transfers to said budget are hereby authorized:

Department Name: **Constable Pct. 2 - Quail Bridge** Dept. #: **5502**

TRANSFER TO:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Salaries & Labor	100550205 61000	31,370
Salaries & Labor - Auto Allowance	100550205 61000	3,000
Payroll Taxes	100550205 62000	2,629
Retirement	100550205 62100	3,513
Worker's Comp/Unemployment	100550205 62300	309
	TOTAL TRANSFERRED TO:	**40,821**

TRANSFER FROM:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Contract Deputy Reimbursements	100550205 54190	$ 40,821
	TOTAL TRANSFERRED FROM:	**$ 40,821**

EXPLANATION: Amend the Budget pursuant LGC 1110706 to set up Budget for new contract for Constable #2 Quail Bridge Community Improvement Association approved in Commissioner's Court on 3/17/09 for FY 2009.

Department Head: Date: 03/31/09

***** USE WHOLE DOLLAR AMOUNTS ONLY *****

THE COUNTY OF FORT BEND

BY: Robert E Hebert
Robert E. Hebert, County Judge

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Form BO1
Revised 10/2005

9C

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 2009

On this the **7th** day of **April** 2008/9 , the Commissioners' Court, with the following members being present:

Robert E. Hebert	-	County Judge
Tom Stavinoha	-	Commissioner Precinct #1
Grady Prestage	-	Commissioner Precinct #2
Andy Meyers	-	Commissioner Precinct #3
James Patterson	-	Commissioner Precinct #4

The following proceedings were had, to-writ,

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The following transfers to said budget are hereby authorized:

Department Name: **County Clerk** Accounting Unit: **270403101**

TRANSFER TO:

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Fees	270403101-63000	$18,466.00
Property & Equipment	270403101-64000	$42,516.00
Capital Acquisition	270403101-64500	$169,261.00
	TOTAL TRANSFERRED TO:	**$230,243.00**

TRANSFER FROM:

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Contingency	270403101-66500	$230,243.00
	TOTAL TRANSFERRED FROM:	**$230,243.00**

EXPLANATION: Money needed for the following purchase orders: 29801, 29803 & 29806. This purchase was approved in Court on March 17, 2009 Item #35D.

Department Head: Olivia Thomas Date: 3/30/09

*** USE WHOLE DOLLAR AMOUNTS ONLY ***

THE COUNTY OF FORT BEND

BY: Robert E Hebert
Robert E. Hebert, County Judge

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Form BO1
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9d

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 2009

On this the **7th** day of **April** 2009 , the Commissioners' Court, with the following members being present:

Robert E. Hebert	-	County Judge
Richard Morrison	-	Commissioner Precinct #1
Grady Prestage	-	Commissioner Precinct #2
Andy Meyers	-	Commissioner Precinct #3
James Patterson	-	Commissioner Precinct #4

The following proceedings were had, to-writ,

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The following transfers to said budget are hereby authorized:

Department Name: **Purchasing** Accounting Unit: **100505100**

TRANSFER TO:

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Information Technology	100505100 65000	$54.00

TOTAL TRANSFERRED TO: **$ 54**

TRANSFER FROM:

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Office Supplies	100505100 63500	$54.00

TOTAL TRANSFERRED FROM: **$ 54**

EXPLANATION: Upgrade from Windows 2000 to Windows XP

Department Head: [signature] Date: 30-Mar-09

*** **USE WHOLE DOLLAR AMOUNTS ONLY** ***

THE COUNTY OF FORT BEND

BY: Robert E Hebert
Robert E. Hebert, County Judge

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IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 2009

On this the **7th** day of **April** 2008/9 , the Commissioners' Court, with the following members being present:

Robert E. Hebert	-	County Judge
Richard Morrison	-	Commissioner Precinct #1
Grady Prestage	-	Commissioner Precinct #2
Andy Meyers	-	Commissioner Precinct #3
James Patterson	-	Commissioner Precinct #4

The following proceedings were had, to-writ,

THAT WHEREAS, theretofore, on September 23, 2008, the Court heard and approved the budget for the year 2009 for Fort Bend County; and

WHEREAS, on proper application, the Commissioners' Court has transferred an existing budget surplus to a budget of a similar kind and fund. The transfer does not increase the total of the budget.

The following transfers to said budget are hereby authorized:

Department Name: **Sheriff - Detention** Dept. #: **100512100**

TRANSFER TO:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
I T Hardware	65000	$ 91,258
	TOTAL TRANSFERRED TO:	**$ 91,258**

TRANSFER FROM:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Operating Supplies	63600	$ 40,000
Property & Equipment	64000	$ 40,000
Capital Acquisitions	64500	$ 11,258
	TOTAL TRANSFERRED FROM:	**$ 91,258**

EXPLANATION: Purchase of computers, printers and software for the new Jail tower.

Department Head: [signature] Date: March 24, 2009

***** USE WHOLE DOLLAR AMOUNTS ONLY *****

THE COUNTY OF FORT BEND

BY: [signature]
Robert E. Hebert, County Judge

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IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 2009

On this the **7th** day of **April** 2009 , the Commissioners' Court, with the following members being present:

Robert E. Hebert	-	County Judge
Richard Morrison	-	Commissioner Precinct #1
Grady Prestage	-	Commissioner Precinct #2
Andy Meyers	-	Commissioner Precinct #3
James Patterson	-	Commissioner Precinct #4

The following proceedings were had, to-writ,

THAT WHEREAS, theretofore, on September 23, 2008, the Court heard and approved the budget for the year 2009 for Fort Bend County; and

WHEREAS, on proper application, the Commissioners' Court has transferred an existing budget surplus to a budget of a similar kind and fund. The transfer does not increase the total of the budget.

The following transfers to said budget are hereby authorized:

Department Name: **Narcotics Task Force - State** Dept. #: **225560112**

TRANSFER TO:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Fees	63000	$ 186,000
Property and Equipment	64000	$ 40,000
Capital Assets	64500	$ 12,000
Contingency	66500	$ 215,537
	TOTAL TRANSFERRED TO:	**$ 453,537**

TRANSFER FROM:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Cash Account	54120	$ 453,537
	TOTAL TRANSFERRED FROM:	**$ 453,537**

EXPLANATION: 63000 funds will be disbursed to District Attorney's Office, Sheriff's Office, Houston HIDTA, and the Fire Marshal's Office. 64000 and 64500 funds will be used to purchase equipment for the Narcotics Task Force and the Sheriff's Office entry team.

Department Head: Kathleen Barnes Date: April 1, 2009

*** **USE WHOLE DOLLAR AMOUNTS ONLY** ***

THE COUNTY OF FORT BEND

BY: Robert E. Hebert

Robert E. Hebert, County Judge

Form BO1
Revised 10/2005

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FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: March 31, 2009	Submitted By: Marilynn Kindell mkindell
	Department: Community Development
Court Agenda Date: April 7, 2009	Phone Number: 281-341-4410

SUMMARY OF ITEM: Take all appropriate action on the following:
Invoice No. 3 in the amount of $25,171.40 PM Construction for construction services for the City of Kendleton's Wastewater System project.

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO X
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES X NO ☐

List Supporting Documents Attached: Copy of invoice

FINANCIAL SUMMARY:

BUDGETED ITEM: YES X NO ☐
FUNDNG SOURCE: Accounting Unit:400643999

Activity (If Applicable) 390-City of Kendleton

DESCRIPTION:Community Development Block Grant Program (CDBG)

Instructions to submit Agenda Request Form:
- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:
Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☑	Auditor	(281-341-3774)	☑	Comm. Pct. 1	(281-342-0587)
☐	Budget Officer	(281-344-3954)	☑	Comm. Pct. 2	(281-403-8009)
☑	Facilities/Planning	(281-633-7022)	☑	Comm. Pct. 3	(281-242-9060)
☑	Purchasing Agent	(281-341-8642)	☑	Comm. Pct. 4	(281-980-9077)
☑	Information Technology	(281-341-4526)	☑	County Clerk	(281-341-8697)
☐	Other:		☑	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

HDR | CLAUNCH & MILLER
Engineering Consultants

March 27, 2009

Mrs. Karen Bringol
Assistant Projects Coordinator
Fort Bend County
4520 Reading Road
Rosenberg, Texas 77471

Inv # 3-390

Re: **PM Construction & Rehab, L.P. request for**
Pay Estimate No. 3 – Release of Retainage
Sanitary Sewer Rehabilitation Project for Kendleton, TX
Fort Bend County Community Development Department
CMI Job No. 06-106

Dear Mrs. Bringol:

PM Construction & Rehab, L.P. has requested release of the retainage due to the rehabilitation work and punch list items being completed over 120 days. This would leave $11,839.00 in the contract until the railroad inspection fee can be resolved.

~~Enclosed please~~ find one copy of PM Construction & Rehab's Pay Estimate No. ~~2~~ 3 in the amount of $25,171.40.

HDR | Claunch & Miller has reviewed this application and recommends payment of said application.

If you have any questions, please call me.

Sincerely,

HDR | CLAUNCH & MILLER

Kerry Lackey

Mr. Kerry Lackey, P.E.
Project Engineer

cc: Mr. Robert Donath - PM Construction & Rehab

Acct Unit: 400643999
Account: 63850
P.O. #: 13658

RECEIVED
MAR 30 2009
BY:

HDR Engineering, Inc.
4635 Southwest Freeway
Suite 1000
Houston, TX 77027-7139
Phone (713) 622-9264
Fax (713) 622-9265
www.hdrinc.com

APPLICATION FOR PAYMENT NO. 3

PROJECT: Sanitary Sewer Rehabilitation Project for Kendleton, TX

CONTRACTOR: PM Construction & Rehab, 131 N Richey, Pasadena, TX 77506

OWNER: Fort Bend County

OWNER'S PROJECT NO. _____ **ENGINEER'S PROJECT NO.** 06-106

PAY PERIOD - FROM: August 7, 2008 **TO:** August 7, 2008

ORIGINAL CONTRACT SUM:	$ 245,474.00
NET CHANGE BY CHANGE ORDER:	$ 18,079.00
CONTRACT SUM TO DATE:	$ 263,553.00
INSTALLATIONS:	$ 251,714.00
LESS 10% RETAINAGE	$ 0.00
LESS PREVIOUS PAYMENTS:	$ 226,542.60
AMOUNT DUE THIS APPLICATION:	$ 25,171.40 ✓

ACCOMPANYING DOCUMENTATION: Application for Payment No. 3

ENGINEER'S Certification:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 3-27-, 2009 HDR | CLAUNCH & MILLER
ENGINEER

By: Kerry Lackey
KERRY LACKEY, P.E.
Project Engineer

PM Construction & Rehab, LP
131 N. Richey
Pasadena, TX 77506
713-921-2905

Estimate and Certification for Payment

PROJECT: *2008 SANITARY SEWR REHABILITATION PROJECT*

OWNER *CITY OF KENDLETON* CMI Job No. 06-106

ENGINEER Claunch & Miller, Inc.

Address: 4635 Southwest Frwy, Suite 1000
Houston, TX 77027

ATTN: Kerry Lackey

Estimate No. 3 RETAINAGE

Time Period: 7/1/2008 to 8/7/2008

Date of Estimate: 1/23/2009

Start Date: 3/17/2008

Current Contract Completion Date: 8/14/2008

Current Approved Extensions + or -	days
Previous Approved Extensions + or -	days
Total Contract Time	150 days
Spent Days	143 days
Days Remaining	7 days

A. Contract Amount to Date:

1. Contract Price:			$245,474.00
2. Approved Change Orders:	7/2/2008	$18,079.00	
Total Changes to Date:		+ or -	$18,079.00
		Total Contract Amount:	$263,553.00

B. Earnings to Date:

1. Previous Work Completed:	95.51%	Previous Earnings:	$251,714.00
2. Work Completed this Period:	0.00%	Earnings This Period:	$0.00
3. Materials on Site:	$0.00		
		Total Earnings:	$251,714.00

C. Reductions:

1. Retainage:	0.00%	of	$251,714.00	($0.00)
			Total Payments Due:	$251,714.00
			Less Previous Payments:	$226,542.60
			Total Amount Due Contractor This Estimate:	**$25,171.40**

The undersigned Contractor certifies that to the best of his knowledge, information, and belief that the Work has been completed in accordance with the Plans and Specifications and the current payment shown on this Application for Payment is now due.

Prepared By: Robert Smith Date: 1-26-09

Contractor:

The foregoing estimate of work completed is true and correct to the best of my knowledge and belief.

Approved by: Kerry Lackey Date: 3-30-09

Approved by: Marilynn Kindell Date: 3-30-09

DeWayne Sam 3/30/09
OIC

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 03/24/2009	**Submitted By:P.Batts**
	Department: Engineering
Court Agenda Date: 04/07/09	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Approve Payment of Invoice No.45727 (Pay Estimate No.6) in the amount of $18,224.49 to Burk-Kleinpeter, Inc. regarding the expansion of Trammel-Fresno Road, Mobility Bond Project #746, Precincts 1&2. (Fund: Mobility Bonds) Lawson P.O.#14928

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: **Accounting Unit:** **Account Number:**
Activity (If Applicable):

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:

- **Completely fill out agenda form: incomplete forms will not be processed.**
- **Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.**
- **All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.**

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Original Form Submitted with back up to County Judge's Office ☐ **(✓ when completed)**
If by E-Mail to ospindon@co.fort-bend.tx.us **If by Fax to (281) 341-8609**
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

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☐	Facilities/Planning	(281-633-7022)	☐	Comm. Pct. 3	(281-242-9060)
☐	Purchasing Agent	(281-341-8642)	☐	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☐	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

CHAIRMAN OF THE BOARD
WM. R. "BIFF" BURK, III, PE

VICE-PRESIDENT
JAMES E. DELAUNE, JR., PE

BURK-KLEINPETER, INC.
ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS
6420 RICHMOND AVENUE, SUITE 675
HOUSTON, TEXAS 77057
(VOICE) 713 892 5901 (FAX) 713 892 5908
WWW.BKIUSA.COM
BKI
OVER 95 YEARS OF SERVICE

PRESIDENT
GEORGE C. KLEINPETER, JR., PE

ASSOCIATE
DAVID C. BESSELMAN, PE

November 19, 2008

Mr. D. Jesse Hegemier
Fort Bend County Engineering
P.O. Box 1449
Rosenberg, Texas 77471

Re: Trammel Fresno Road from Hillcroft Avenue to FM 521
Fort Bend County Mobility project #746
PO# 14928
BKI Project No. 4041

Invoice No: 45727
Invoice Period: 10/01/2008 through 10/31/2008

For the billing period referenced, Burk-Kleinpeter, Inc. (BKI) performed the following services in accordance with the Engineering Services Contract between Fort Bend County, Texas and BKI to prepare construction documents for the proposed expansion of Trammel Fresno Road from the bridge approach east of the Fort Bend Parkway overpass to FM 521.

BKI Work Summary

Task	Contract Limits	Percent Complete	Invoiced to Date	Previously Invoiced	Amount of Invoice
A. General	$39,300.01	24.00%	$9,432.00	$9,432.00	$0.00
B. Traffic Control	$35,904.62	7.00%	$2,513.35	$2,513.35	$0.00
C. Roadway Design	$123,842.03	24.00%	$29,722.09	$29,722.09	$0.00
D. Drainage Design	$68,179.04	17.50%	$11,931.33	$11,931.33	$0.00
E. Utility Coordination	$7,802.21	10.00%	$780.22	$780.22	$0.00
F. Bridge Design	$29,204.11	9.00%	$3,212.45	$3,212.45	$0.00
G. Signing and Pavement Markings	$19,081.10	0.00%	$0.00	$0.00	$0.00
H. Erosion Control	$18,512.19	0.00%	$0.00	$0.00	$0.00
I. Misc. PS&E	$73,687.54	20.00%	$14,737.51	$14,737.51	$0.00

J. Project Management	$93,126.85	27.25%	$25,372.86	$24,212.98	$1,159.88
K. Environmental	$105,851.00	35.00%	$37,048.00	$26,465.00	$10,583.00
O. Direct Costs	$5,020.50	0.00%	$0.00	$0.00	$0.00
Total	**$619,511.20**	**21.75%**	**$134,749.81**	**$116,143.67**	**$11,742.88**

LJA Work Summary

Task	Contract Limits	Percent Complete	Invoiced to Date	Previously Invoiced	Amount of Invoice
D. Drainage Study	$59,985.00	5.00%	$2,999.25	$2,399.40	$599.85
J. Project Management	$12,538.00	20.00%	$2,507.60	$1,715.20	$792.40
L. Surveying	$83,308.00	99.00%	$82,474.92	$81,641.84	$833.08
M. Signals	$81,791.00	24.62%	$20,136.60	$15,880.32	$4,256.28
O. Direct Costs	$4,286.00	36.00%	$1,542.93	$1,071.50	0 ~~$474.46~~
Total	**$241,908.00**	**45.33%**	**$109,661.33**	**$103,179.72**	**$6,481.61**
				BKI Total	**$11,742.88**
				LJA Total	**$6,481.61**
Invoice Total Amount Due					**$18,224.49**

Progress Report

Task	Comments
A. General	No work this period.
B. Traffic Control	No work this period.
C. Roadway Design	Working on Removal Plans, Alignment Data Sheets, Intersection Layouts, Misc. Details, & Roadway Plans.
D. Drainage Design	Working on Drainage Plans.
E. Utility Coordination	No work this period.

F. Bridge Design	Working on Bridge Plans.
G. Signing and Pavement Markings	No work this period.
H. Erosion Control	No work this period.
I. Misc. PS&E	Working towards 30% review submittal, coordination with TxDOT.
J. Project Management	Contract Administration.
K. Environmental	Collected peak-period traffic counts and signal timing inventory for exist. Signals. Reviewed PALM map from TxDOT and assessed needs. Engaging firms to precede with T&E species. Developed package for Public Meeting. Continued work on CE document revising comments made from TxDOT.
L. Surveying	Develop ROW maps.
M. Signals	Work on warrant study and signal plans.
O. Direct Costs	None this period.

Anticipated Work During Next Invoice Period

Task	Comments
A. General	Continue working on Title Sheet, Index of Sheets, Typical Sections, Quantities General Notes, and Project Sign Details.
B. Traffic Control	Continue working on Traffic Control Plans.
C. Roadway Design	Continue working on Roadway Plans.
D. Drainage Design	Continue working on Drainage Plans.
E. Utility Coordination	Continue working on Utility Layout Sheets.
F. Bridge Design	Continue working on Bridge Plans.
G. Signing and Pavement Markings	Continue working on Signing and Pavement Marking Plans.
H. Erosion Control	Continue working on Erosion Control Plans
I. Misc. PS&E	Continue working on Utility Layouts and Railroad Exhibits.

J. Project Management	Meetings with TxDOT and Contract Administration.
K. Environmental	Continue working on Categorical Exclusion & Interagency Coordination.
L. Surveying	Finish ROW maps.
M. Signals	Continue working on Signal Plans and Warrant Studies.
O. Direct Costs	None expected.

I verify this invoice to be a true and correct statement of fact.

David C. Besselman, PE
Associate

LJA Engineering & Surveying, Inc.

2929 Briarpark Drive
Suite 600
Houston, Texas 77042-3703

Phone 713.953.5200
Fax 713.953.5026
www.ljaengineering.com

David Besselman
Burk-Kleinpeter, Inc.
6420 Richmond Ave., Suite 675
Houston, TX 77057

October 21, 2008
Project No: 1368-0408
Invoice No: 20085561

Project 1368-0408 Trammel Fresno Road from Fort Bend Parkway to FM 521 - Mobility Project No. 746

AUTHORIZATION:
BKI PO# 14928

Invoice for Professional Services from August 30, 2008 to October 10, 2008

Engineering Services

Phase/Description	Contract Amount	Percent Complete	Billed To Date	Previous Billed	Current Billing
8152 Surveying	83,308.00	99.00	82,474.92	81,641.84	833.08
8161A Drainage Study	59,985.00	5.00	2,999.25	2,399.40	599.85
8161B Detention Pond	7,838.00	0.00	0.00	0.00	0.00
8162A Traffic Signals	60,642.00	11.00	6,670.62	3,638.52	3,032.10
8162B Temp Signal	7,547.00	0.00	0.00	0.00	0.00
8162C Warrant Study	13,602.00	99.00	13,465.98	12,241.80	1,224.18
8162D Signing & Pavement Markings	19,081.00	0.00	0.00	0.00	0.00
8163A Traffic Control	35,905.00	7.00	2,513.35	2,513.35	0.00
8163B Erosion Control	18,512.00	0.00	0.00	0.00	0.00
8165 Project Management	32,538.00	20.00	6,507.60	4,555.32	1,952.28
Z99 Direct Expenses	4,286.00	36.00	1,542.96	1,542.96	0.00
Total Fee	343,244.00		116,174.68	108,533.19	7,641.49
		Total Fee			**7,641.49**

Total Amount Due **$7,641.49**

Approved By: Frank Cox
Frank Cox

RECEIVED

GRAM
Traffic Counting, Inc.
Field Data Collection

Celebrating Our 10th Anniversary!
1998 - 2008

RECEIVED
NOV - 7 2008
Burk-Kleinpeter Inc.

Invoice

Invoice No. 11585

Invoice Date 10/31/2008

Bill To

Burk-Kleinpeter, Inc.
Attn: Ed E. Elam, AICP
4176 Canal Street
New Orleans, LA 70119

Remit To

GRAM Traffic Counting, Inc.
1006 E. Yager Lane, #110A
Austin, TX 78753-7088

	Terms	LOCATION:
H176	Net 30	Missouri City, TX

Qty	Description	Unit Price	Amount
	Trammel-Fresno Work Conducted W/E 10-31-08		
16	Turning Movement Counts-4 Locations x 4 Hours	50.00	800.00
1	Project Manager	75.00	75.00
380	Mileage	0.585	222.30
	This is a Lump Sum Invoice per attached subcontract agreement.		
	This invoice is deemed to be correct. Any discrepancies must be addressed to GRAM Traffic in writing within 30 days of invoice date.		

Total $1,097.30

Questions regarding this invoice? Call 512-832-8650.

THANK YOU FOR YOUR BUSINESS
1006 E. Yager Lane, #110A
Austin, TX 78753

Approved Paul
11/10/08

899-04041-0200

GRAM
Traffic Counting, Inc.
Field Data Collection

Celebrating our 10th Anniversary
1998-2008

Corporate Office
1006 E. Yager Lane, 110A
Austin, TX 78753
info@gramtraffic.com
Ofc: 512-832-8650
Fax: 512-491-6352
Toll Free: 888-315-6141

Fort Worth Office
1120 W. Lovers Lane
Arlington, TX 76013
gramnix@flash.net
Ofc: 817-265-8968
Fax: 817-265-8978

Dallas Office
4152 Arbor Court
Mesquite, TX 75150
clinebarger@gramtraffic.com
Ofc: 214-208-1856
Fax: 866-710-6103

Houston Office
8922-B Frey Road
Houston, TX 77034
vance@gramtraffic.com
Ofc: 713-944-9448
Fax: 713-943-6831
Cell: 832-752-3303

San Antonio Office
6323 Sovereign Drive,
Suite 178
San Antonio, TX 78229
frank@gramtraffic.com
Ofc: 210-348-6067
Fax: 210-348-0062

www.gramtraffic.com

October 21 2008

WORK AUTHORIZATION AGREEMENT

Burk-Kleinpeter, Inc.
Attn: Ed E. Elam, AICP
4176 Canal Street
New Orleans, LA 70119

eelam@bkiusa.com
Direct Dial: 504.483-6281

Re: Traffic counts Fort Bend County, Texas

GRAM will perform the following Traffic Data Collection in the Missouri City, Texas vicinity.

Turning Movement Counts (TMC)

AM (7:00-9:00AM) & PM (5:00-7:00PM) / 15 Minute Intervals/ Limited vehicle classification (autos, heavy trucks/vehicles and buses)

List of locations:

1. Trammel-Fresno at Vicksburg Blvd A.K.A Hillcroft Ave (AWSC Intersection);
2. Trammel-Fresno at Hurricane Lane (Traffic Signal);
3. Trammel-Fresno at Colorado/School Streets (TWSC Intersection);
4. Trammel-Fresno/Palmetto at FM521/Almeda (Traffic Signal)

- TMC per hour per person = $50.00
- 4 hrs x 4 people x $50.00 per hr = **$ 800.00**

Project Manager

Schedules jobs / assigns teams / surveys sites / trains / process jobs

- $75.00 per hr. x 1 hours = **$ 75.00**

Mileage

Mileage calculated at $0.585 a mile

- 380 miles at .585 per mile **$ 222.30**

This is being submitted for Lump Sum Invoicing/Price Good for 90 days

NOTICE: Please provide a fee schedule and/or a copy of your contract that sets out the terms and conditions as it applies to the work GRAM is contracted to complete, if any. If this information is not provided by the agency or firm authorizing the work requested and no other price changes have been authorized by GRAM prior to the signing of this Work Authorization Agreement, said agency or firm agrees to pay the price as quoted and agreed to in this Work Authorization Agreement.

PROJECT TOTAL = $ 1,097.30

Accepted By Authorized Representative:

Paul L. Waidhas, AICP, VP, Planning Division — Date 10/23/08

Submitted by Vance A. Porfirio, Branch Manager — Date

11B

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 03/24/2009	**Submitted By:P.Batts**
	Department: Engineering
Court Agenda Date: 04/07/09	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Approve Payment of Invoice No.45835 (Pay Estimate No.7) in the amount of $9,766.52 to Burk-Kleinpeter, Inc. regarding the expansion of Trammel-Fresno Road, Mobility Bond Project #746, Precincts 1&2. (Fund: Mobility Bonds) Lawson P.O.#14928

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: **Accounting Unit:** **Account Number:**
Activity (If Applicable):

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:
- **Completely fill out agenda form: incomplete forms will not be processed.**
- **Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.**
- **All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.**

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us **If by Fax to (281) 341-8609**
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☐	Auditor	(281-341-3774)	☐	Comm. Pct. 1	(281-342-0587)
☐	Budget Officer	(281-344-3954)	☐	Comm. Pct. 2	(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	☐	Comm. Pct. 3	(281-242-9060)
☐	Purchasing Agent	(281-341-8642)	☐	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☐	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

CHAIRMAN OF THE BOARD
WM. R. "BIFF" BURK, III, PE

VICE-PRESIDENT
JAMES E. DELAUNE, JR., PE

BURK-KLEINPETER, INC.
ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS
6420 RICHMOND AVENUE, SUITE 675
HOUSTON, TEXAS 77057
(VOICE) 713 892 5901 (FAX) 713 892 5908
WWW.BKIUSA.COM
BKI
OVER 95 YEARS OF SERVICE

PRESIDENT
GEORGE C. KLEINPETER, JR., PE

ASSOCIATE
DAVID C. BESSELMAN, PE

December 12, 2008

Mr. D. Jesse Hegemier
Fort Bend County Engineering
P.O. Box 1449
Rosenberg, Texas 77471

Re: Trammel Fresno Road from Hillcroft Avenue to FM 521
Fort Bend County Mobility project #746
PO# 14928
BKI Project No. 4041

Invoice No: 45835
Invoice Period: 11/01/2008 through 11/30/2008

For the billing period referenced, Burk-Kleinpeter, Inc. (BKI) performed the following services in accordance with the Engineering Services Contract between Fort Bend County, Texas and BKI to prepare construction documents for the proposed expansion of Trammel Fresno Road from the bridge approach east of the Fort Bend Parkway overpass to FM 521.

BKI Work Summary

Task	Contract Limits	Percent Complete	Invoiced to Date	Previously Invoiced	Amount of Invoice
A. General	$39,300.01	24.00%	$9,432.00	$9,432.00	$0.00
B. Traffic Control	$35,904.62	7.00%	$2,513.35	$2,513.35	$0.00
C. Roadway Design	$123,842.03	24.00%	$29,722.09	$29,722.09	$0.00
D. Drainage Design	$68,179.04	17.50%	$11,931.33	$11,931.33	$0.00
E. Utility Coordination	$7,802.21	10.00%	$780.22	$780.22	$0.00
F. Bridge Design	$29,204.11	11.00%	$3,212.45	$3,212.45	$0.00
G. Signing and Pavement Markings	$19,081.10	0.00%	$0.00	$0.00	$0.00
H. Erosion Control	$18,512.19	0.00%	$0.00	$0.00	$0.00
I. Misc. PS&E	$73,687.54	20.00%	$14,737.51	$14,737.51	$0.00

J. Project Management	$93,126.85	28.10%	$26,172.86	$25,372.86	$800.00
K. Environmental	$105,851.00	43.00%	$45,513.00	$37,048.00	$8,465.00
O. Direct Costs	$5,020.50	0.00%	$0.00	$0.00	$0.00
Total	**$619,511.20**	**23.25%**	**$144,014.81**	**$134,749.81**	**$9,265.00**

LJA Work Summary

Task	Contract Limits	Percent Complete	Invoiced to Date	Previously Invoiced	Amount of Invoice
D. Drainage Study	$59,985.00	5.00%	$2,999.25	$2,999.25	$0.00
J. Project Management	$12,538.00	24.00%	$3,009.12	$2,507.60	$501.52
L. Surveying	$83,308.00	99.00%	$82,474.92	$82,474.92	$0.00
M. Signals	$81,791.00	24.62%	$20,136.60	$20,136.60	$0.00
O. Direct Costs	$4,286.00	36.00%	$1,542.93	$1,542.93	$0.00
Total	**$241,908.00**	**45.54%**	**$110,162.85**	**$109,661.33**	**$501.52**
				BKI Total	**$9,265.00**
				LJA Total	**$501.52**
Invoice Total Amount Due					**$9,766.52**

Progress Report

APPROVED

Task	Comments
A. General	No billings this period.
B. Traffic Control	No billings this period.
C. Roadway Design	No billings this period.
D. Drainage Design	No billings this period.
E. Utility Coordination	No billings this period.

F. Bridge Design	No billings this period.
G. Signing and Pavement Markings	No billings this period.
H. Erosion Control	No billings this period.
I. Misc. PS&E	No billings this period.
J. Project Management	Contract Administration.
K. Environmental	• Acquired signal timing inventory along Trammel Fresno Road • Contracted with firms to perform archeological survey, air and noise evaluation, and Threatened and Endangered Species evaluations. • Continued to amend the CE Document with comments made from TxDOT-Env • Coordination meeting with TxDOT % complete by Task: • Task I – Project Initialization Activities: 46% complete • Task II – CE Documentation: 51% complete • Task III – Public Outreach: 18% complete
L. Surveying	No billings this period.
M. Signals	No billings this period.
O. Direct Costs	No billings this period.

Anticipated Work During Next Invoice Period

Task	Comments
A. General	Continue working on Title Sheet, Index of Sheets, Typical Sections, Quantities General Notes, and Project Sign Details.
B. Traffic Control	Continue working on Traffic Control Plans.
C. Roadway Design	Continue working on Roadway Plans.
D. Drainage Design	Continue working on Drainage Plans.
E. Utility Coordination	Continue working on Utility Layout Sheets.
F. Bridge Design	Continue working on Bridge Plans.

G. Signing and Pavement Markings	Continue working on Signing and Pavement Marking Plans.
H. Erosion Control	Continue working on Erosion Control Plans
I. Misc. PS&E	Continue working on Utility Layouts and Railroad Exhibits.
J. Project Management	Meetings with TxDOT and Contract Administration.
K. Environmental	Continue working on Categorical Exclusion & Interagency Coordination.
L. Surveying	Finish ROW maps.
M. Signals	Continue working on Signal Plans and Warrant Studies.
O. Direct Costs	None expected.

I verify this invoice to be a true and correct statement of fact.

David C. Besselman, PE
Associate

LJA Engineering & Surveying, Inc.

2929 Briarpark Drive
Suite 600
Houston, Texas 77042-3703

Phone 713.953.5200
Fax 713.953.5026
www.ljaengineering.com

David Besselman
Burk-Kleinpeter, Inc.
6420 Richmond Ave., Suite 675
Houston, TX 77057

November 19, 2008
Project No: 1368-0408
Invoice No: 20086156

Project 1368-0408 Trammel Fresno Road from Fort Bend Parkway to FM 521 - Mobility Project No. 746

AUTHORIZATION:
BKI PO# 14928

Invoice for Professional Services from October 11, 2008 to November 7, 2008

Engineering Services

Phase/Description	Contract Amount	Percent Complete	Billed To Date	Previous Billed	Current Billing
8152 Surveying	83,308.00	99.00	82,474.92	82,474.92	0.00
8161A Drainage Study	59,985.00	5.00	2,999.25	2,999.25	0.00
8161B Detention Pond	7,838.00	0.00	0.00	0.00	0.00
8162A Traffic Signals	60,642.00	11.00	6,670.62	6,670.62	0.00
8162B Temp Signal	7,547.00	0.00	0.00	0.00	0.00
8162C Warrant Study	13,602.00	99.00	13,465.98	13,465.98	0.00
8162D Signing & Pavement Markings	19,081.00	0.00	0.00	0.00	0.00
8163A Traffic Control	35,905.00	7.00	2,513.35	2,513.35	0.00
8163B Erosion Control	18,512.00	0.00	0.00	0.00	0.00
8165 Project Management	32,538.00	24.00	7,809.12	6,507.60	1,301.52
Z99 Direct Expenses	4,286.00	36.00	1,542.96	1,542.96	0.00
Total Fee	343,244.00		117,476.20	116,174.68	1,301.52
		Total Fee			**1,301.52**

Total Amount Due **$1,301.52**

Approved By: Frank Cox
Frank Cox

11C

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 03/24/2009	**Submitted By:P.Batts**
	Department: Engineering
Court Agenda Date: 04/07/09	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Approve Payment of Invoice No.45942 (Pay Estimate No.8) in the amount of $14,874.34 to Burk-Kleinpeter, Inc. regarding the expansion of Trammel-Fresno Road, Mobility Bond Project #746, Precincts 1&2. (Fund: Mobility Bonds) Lawson P.O.#14928

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:
- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☐	Auditor	(281-341-3774)	☐	Comm. Pct. 1	(281-342-0587)
☐	Budget Officer	(281-344-3954)	☐	Comm. Pct. 2	(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	☐	Comm. Pct. 3	(281-242-9060)
☐	Purchasing Agent	(281-341-8642)	☐	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☐	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

CHAIRMAN OF THE BOARD
WM. R. "BIFF" BURK, III, PE

VICE-PRESIDENT
JAMES E. DELAUNE, JR., PE

BURK-KLEINPETER, INC.
ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS
6420 RICHMOND AVENUE, SUITE 675
HOUSTON, TEXAS 77057
(VOICE) 713 892 5901 (FAX) 713 892 5908
WWW.BKIUSA.COM
BKI
OVER 95 YEARS OF SERVICE

PRESIDENT
GEORGE C. KLEINPETER, JR., PE

ASSOCIATE
DAVID C. BESSELMAN, PE

January 14, 2008

Mr. D. Jesse Hegemier
Fort Bend County Engineering
P.O. Box 1449
Rosenberg, Texas 77471

Re: Trammel Fresno Road from Hillcroft Avenue to FM 521
Fort Bend County Mobility project #746
PO# 14928
BKI Project No. 4041

Invoice No: 45942
Invoice Period: 12/01/2008 through 12/31/2008

For the billing period referenced, Burk-Kleinpeter, Inc. (BKI) performed the following services in accordance with the Engineering Services Contract between Fort Bend County, Texas and BKI to prepare construction documents for the proposed expansion of Trammel Fresno Road from the bridge approach east of the Fort Bend Parkway overpass to FM 521.

BKI Work Summary

Task	Contract Limits	Percent Complete	Invoiced to Date	Previously Invoiced	Amount of Invoice
A. General	$39,300.01	27.50%	$10,807.50	$9,432.00	$1,375.50
B. Traffic Control	$35,904.62	7.00%	$2,513.35	$2,513.35	$0.00
C. Roadway Design	$123,842.03	26.00%	$32,198.93	$29,722.09	$2,476.84
D. Drainage Design	$68,179.04	18.00%	$12,272.23	$11,931.33	$340.90
E. Utility Coordination	$7,802.21	18.00%	$1404.40	$780.22	$624.18
F. Bridge Design	$29,204.11	15.00%	$4380.62	$3,212.45	$1,168.17
G. Signing and Pavement Markings	$19,081.10	0.00%	$0.00	$0.00	$0.00
H. Erosion Control	$18,512.19	0.00%	$0.00	$0.00	$0.00
I. Misc. PS&E	$73,687.54	22.00%	$16,211.26	$14,737.51	$1,473.75

J. Project Management	$93,126.85	28.10%	$26,172.86	$26,172.86	$0.00
K. Environmental	$105,851.00	50.00%	$52,928.00	$37,048.00	$7,415.00
O. Direct Costs	$5,020.50	0.00%	$0.00	$0.00	$0.00
Total	**$619,511.20**	**25.65%**	**$158,889.15**	**$144,014.81**	**$14,874.34**

LJA Work Summary

Task	Contract Limits	Percent Complete	Invoiced to Date	Previously Invoiced	Amount of Invoice
D. Drainage Study	$59,985.00	5.00%	$2,999.25	$2,999.25	$0.00
J. Project Management	$12,538.00	24.00%	$3,009.12	$3,009.12	$0.00
L. Surveying	$83,308.00	99.00%	$82,474.92	$82,474.92	$0.00
M. Signals	$81,791.00	24.62%	$20,136.60	$20,136.60	$0.00
O. Direct Costs	$4,286.00	36.00%	$1,542.93	$1,542.93	$0.00
Total	**$241,908.00**	**45.54%**	**$110,162.85**	**$110,162.85**	**$0.00**
				BKI Total	**$14,874.34**
				LJA Total	**$0.00**
Invoice Total Amount Due					**$14,874.34**

APPROVED

Progress Report

Task	Comments
A. General	Continue working on quantities and estimates for 30% submittal.
B. Traffic Control	No billings this period.
C. Roadway Design	Working on removal plan, plan and profile sheets, intersection layouts, and cross sections.
D. Drainage Design	Working on drainage plan and profile sheets.
E. Utility Coordination	Preparing utility layout sheets.

F. Bridge Design	Preparing bridge layout sheets.
G. Signing and Pavement Markings	No billings this period.
H. Erosion Control	No billings this period.
I. Misc. PS&E	Working towards 30% submittal.
J. Project Management	Contract administration and coordination.
K. Environmental	♦ Executed contract with subconsultants to provide T&E species, archeology, and air and noise study. ♦ Amend working copy of CE document to incorporate items received from TxDOT-ENV ♦ Coordination and meeting with TxDOT-ENV. % complete by Task: • Task I – Project Initialization Activities: 60% complete • Task II – CE Documentation: 58% complete • Task III – Public Outreach: 18% complete
L. Surveying	No billings this period.
M. Signals	No billings this period.
O. Direct Costs	No billings this period.

Anticipated Work During Next Invoice Period

Task	Comments
A. General	Continue working on estimates and quantities and address any changes that arise from the DCC meeting.
B. Traffic Control	Continue working on traffic control plans.
C. Roadway Design	Continue working on roadway plans, intersection layouts, and cross sections.
D. Drainage Design	Continue working on drainage plans, drainage area map, and driveway hydraulic sheets.
E. Utility Coordination	Continue working on utility layout sheets.
F. Bridge Design	Continue working on bridge plans.
G. Signing and Pavement Markings	Continue working on signing and pavement marking plans.

H. Erosion Control	Continue working on erosion control plans
I. Misc. PS&E	Continue working on utility exhibits and railroad exhibits and prepare plans for 30% submittal.
J. Project Management	Meetings with TxDOT and contract administration.
K. Environmental	Continue working on categorical exclusion & interagency coordination.
L. Surveying	Finish ROW maps.
M. Signals	Continue working on signal plans and warrant studies.
O. Direct Costs	None expected.

I verify this invoice to be a true and correct statement of fact.

David C. Besselman, PE
Associate

11 D

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 03/25/2009	**Submitted By:P.Batts**
	Department: Engineering
Court Agenda Date: 04/07/09	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Approve Payment of Invoice No. 11(Pay Estimate No.11) in the amount of $11,393.10 to Cobb-Fendley & Associates, Inc. regarding the expansion of Greenbusch Road, Mobility Bond Project #732, Precinct 3. (Fund: Mobility Bonds) Lawson P.O. #12047

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: **Accounting Unit:** **Account Number:**
Activity (If Applicable):

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:
- **Completely fill out agenda form: incomplete forms will not be processed.**
- **Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.**
- **All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.**

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ **(✓ when completed)**
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Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☐	Auditor	(281-341-3774)	☐	Comm. Pct. 1	(281-342-0587)
☐	Budget Officer	(281-344-3954)	☐	Comm. Pct. 2	(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	☐	Comm. Pct. 3	(281-242-9060)
☐	Purchasing Agent	(281-341-8642)	☐	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☐	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

CobbFendley

Cobb, Fendley & Associates, Inc.
Greenbusch/Westheimer Parkway: IH 10 To SH 99
Fort Bend County
Project 732/P.O. # 12047
Invoice six for Work Authorization #2
Invoice Period: December 1, 2008 To January 31, 2009

Task WA # 2

09 Project Management – TEDSI	$	1,723.12
10 TCP/SWPPP – TEDSI	$	1,727.34
11 Signals – TEDSI	$	1,826.97
12 Details/Quan./Est. – TEDSI	$	1,179.87
13 Specifications – TEDSI	$	427.23
14 QA/QC – TEDSI	$	1,871.72
15 General Notes – TEDSI	$	324.23
16 Signing/Pave. Mark. – TEDSI	$	1,221.62
17 Project Manual – TEDSI	$	921.50
18 Expenses – TEDSI	$	169.50

SUBTOTAL $ 11,393.10

TOTAL INVOICE AMOUNT DUE $ 11,393.10

OK DJH

This invoice is true and unpaid.

By: Floyd O. Berg

Remit to: 13430 Northwest Freeway
Suite 1100
Houston, TX 77040
Attention: Accounting

Fed EIN: 17460019692061

TASK 12 – Details/Quantities/Estimates -TEDSI

1. Items Worked on during invoice period
   - Develop Details and calculated quantities and estimates.
2. Planned / Upcoming Work:
   - Continue to develop details, quantities and estimates.
3. Difficulties / Delays
   - None.
4. Action needed
   - Nothing

TASK 13 – Specifications -TEDSI

1. Items Worked on during invoice period
   - Compiled Specifications.
2. Planned / Upcoming Work:
   - Submit specifications.
3. Difficulties / Delays
   - None.
4. Action needed
   - Nothing

TASK 14 – QA/QC -TEDSI

1. Items Worked on during invoice period
   - Provided QA/QC of Cobb Fendley Plans.
2. Planned / Upcoming Work:
   - Provide QA/QC.
3. Difficulties / Delays
   - None.
4. Action needed
   - Nothing

TASK 15 – General Notes - TEDSI

1. Items Worked on during invoice period
   - Continued to Develop General Notes.
2. Planned / Upcoming Work:
   - Submit General Notes.
3. Difficulties / Delays
   - None
4. Action needed
   - None

TASK 16 – Signing/Pavement Markings - TEDSI

1. Items Worked on during invoice period
   - Continued to develop Signing and Pavement Marking Sheets
2. Planned / Upcoming Work:
   - Submit Mylars.
3. Difficulties / Delays
   - None
4. Action needed
   - None

December 22, 2008

GREENBUSCH/WESTHEIMER PARKWAY: IH - 10 to SH 99
Project 732/P.O. # 12047
WORK AUTHORIZATION #2
COBB, FENDLEY & ASSOCIATES, INC
INVOICE FOR THE PERIOD DECEMBER 1, 2008 THROUGH JANUARY 31, 2009
INVOICE NUMBER 7

	COBB FENDLEY & ASSOCIATES, INC				TEDSI INFRASTRUCTURE				TOTAL			
TASK DESCRIPTION	TASK VALUE	% COMPLETE PRIOR	% COMPLETE CURRENT	AMOUNT EARNED	TASK VALUE	% COMPLETE PRIOR	% COMPLETE CURRENT	AMOUNT EARNED	TASK VALUE	% COMPLETE PRIOR	% COMPLETE CURRENT	AMOUNT EARNED
ALTERNATIVES ANALYSIS												
PS&E DEVELOPMENT	71,550.66	95.00%	95.00%	67,973.13	0.00	0.00%	0.00%	0.00	71,550.66	95.00%	95.00%	67,973.13
DRAINAGE DEVELOPMENT	21,406.69	95.00%	95.00%	20,336.35	0.00	0.00%	0.00%	0.00	21,406.69	95.00%	95.00%	20,336.35
DETAIL DEVELOPMENT	17,563.33	95.00%	95.00%	16,685.16	0.00	0.00%	0.00%	0.00	17,563.33	95.00%	95.00%	16,685.16
QUANTITIES/ESTIMATES	16,640.64	95.00%	95.00%	15,808.61	0.00	0.00%	0.00%	0.00	16,640.64	95.00%	95.00%	15,808.61
CROSS SECTIONS	3,165.26	95.00%	95.00%	3,007.00	0.00	0.00%	0.00%	0.00	3,165.26	95.00%	95.00%	3,007.00
AGENCY COORDINATION	6,134.81	60.00%	60.00%	3,680.89	0.00	0.00%	0.00%	0.00	6,134.81	60.00%	60.00%	3,680.89
PROJECT MANAGEMENT	19,448.48	95.00%	95.00%	18,476.06	0.00	0.00%	0.00%	0.00	19,448.48	95.00%	95.00%	18,476.06
EXPENSES	2,926.00	95.00%	95.00%	2,779.70	0.00	0.00%	0.00%	0.00	2,926.00	95.00%	95.00%	2,779.70
PROJECT MANAGEMENT -TEDSI	0.00	0.00%	0.00%	0.00	17,231.19	90.00%	100.00%	17,231.19	17,231.19	90.00%	100.00%	17,231.19
TCP/SWPPP - TEDSI	0.00	0.00%	0.00%	0.00	17,273.45	90.00%	100.00%	17,273.45	17,273.45	90.00%	100.00%	17,273.45
SIGNALS - TEDSI	0.00	0.00%	0.00%	0.00	18,269.67	90.00%	100.00%	18,269.67	18,269.67	90.00%	100.00%	18,269.67
DETAILS/QUANTITIES/ESTIMATES	0.00	0.00%	0.00%	0.00	11,798.70	90.00%	100.00%	11,798.70	11,798.70	90.00%	100.00%	11,798.70
SPECIFICATIONS	0.00	0.00%	0.00%	0.00	4,272.35	90.00%	100.00%	4,272.35	4,272.35	90.00%	100.00%	4,272.35
QA/QC	0.00	0.00%	0.00%	0.00	18,717.14	90.00%	100.00%	18,717.14	18,717.14	90.00%	100.00%	18,717.14
GENERAL NOTES	0.00	0.00%	0.00%	0.00	3,242.28	90.00%	100.00%	3,242.28	3,242.28	90.00%	100.00%	3,242.28
SIGING/PAVEMENT MARKINGS	0.00	0.00%	0.00%	0.00	12,216.24	90.00%	100.00%	12,216.24	12,216.24	90.00%	100.00%	12,216.24
PROJECT MANAUAL	0.00	0.00%	0.00%	0.00	9,215.05	90.00%	100.00%	9,215.05	9,215.05	90.00%	100.00%	9,215.05
EXPENSES - TEDSI	0.00	0.00%	0.00%	0.00	1695.00	90.00%	100.00%	1,695.00	1,695.00	90.00%	100.00%	1,695.00
PROJECT TOTAL	**158,835.87**	**93.65%**	**93.65%**	**148,746.90**	**113,931.07**	**90.00%**	**100.00%**	**113,931.07**	**272,767**	**64.26%**	**96.30%**	**262,677.97**
LESS PREVIOUSLY INVOICED												**251,284.87**
AMOUNT DUE THIS INVOICE												**11,393.10**

11 E

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 03/30/2009	**Submitted By:P.Batts**
	Department: Engineering
Court Agenda Date: 04/07/09	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Approve Payment of Invoice No. 17 (Pay Estimate No.17) in the amount of $20,728.84 to Schaumburg & Polk, Inc. regarding Management and Administrative Support Services for the 2007 Mobility Bond Project Program, Precincts 1,2,3 &4. (Fund: Mobility Bonds) PC04300003845

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: **Accounting Unit:** **Account Number:**
Activity (If Applicable):

DESCRIPTION OF LAWSOM ACCOUNT: _____

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☐	Information Technology	(281-341-4526)	☐	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

SCHAUMBURG & POLK, INC.

Management and Administrative Support Services
2007 Fort Bend County Mobility Program

BILLING SUMMARY

Summary Invoice No. 17
Billing Period: 02/02/09 - 03/01/09

Description	Invoiced To Date	Previously Invoiced	Total This Invoice
General Project Management	$174,201.62	$172,511.62	$1,690.00
703 Falcon Landing Boulevard	$13,536.32	$12,896.32	$640.00
719 Burney Road	$12,224.32	$11,469.32	$755.00
725 Harlem Road South	$32,142.42	$29,224.92	$2,917.50
727 Harlem Road North	$21,029.01	$21,029.01	$0.00
732 Greenbusch Road	$73,638.04	$66,201.40	$7,436.64
733 Katy-Gaston Road	$71,795.24	$66,422.05	$5,373.19
734 Katy-Flewellen Road	$42,016.42	$42,016.42	$0.00
735 Mason Road	$9,559.31	$9,559.31	$0.00
735A Mason Road Bridge	$754.77	$754.77	$0.00
741 West Bellfort Road	$12,991.79	$12,831.79	$160.00
745 Florence Road	$10,223.81	$10,223.81	$0.00
747 Ransom Road	$22,659.61	$20,132.11	$2,527.50
769 Brand Lane	$10,643.21	$10,323.21	$320.00
TOTALS	$507,415.89	$485,596.06	$21,819.83
Retainage (5 percent)	($25,370.79)	($24,279.80)	($1,090.99)
NET	**$482,045.10**	**$461,316.26**	**$20,728.84**
			Total Now Due

	Amount	Spent to Date	Remaining
Total Contract	$812,987.00	$507,415.89	$305,571.11

Purchase Order No. PC 04300003845, 10/10/07 ($463,747.00)
Amended 2/16/09 ($349,240.00)

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

March 12, 2009
Project No: 0000300701.00
Invoice No: 0000017

FORT BEND COUNTY
ATTN: D. JESSE HEGEMIER
1124 BLUME ROAD
ROSENBERG TX 77471

Project: 0000300701.00 GENERAL PROJECT MANAGEMENT

FORT BEND COUNTY PROJECT MANAGEMENT
GENERAL PROJECT MANAGEMENT

Professional services from February 2, 2009 to March 1, 2009

Professional Personnel

		Hours	Rate	Amount
PROGRAM SCHEDULE PPMS				
SADLER, NOVA J.	2/2/09	2.00	75.00	150.00
SADLER, NOVA J.	2/3/09	2.00	75.00	150.00
SADLER, NOVA J.	2/4/09	1.00	75.00	75.00
SADLER, NOVA J.	2/9/09	3.00	75.00	225.00
SADLER, NOVA J.	2/10/09	2.00	75.00	150.00
SADLER, NOVA J.	2/18/09	2.00	75.00	150.00
SADLER, NOVA J.	2/19/09	2.00	75.00	150.00
PROGRAM SCHEDULE PPMS				
STONE, MIKE	2/10/09	2.00	160.00	320.00
COORDINATION WITH COUNTY SPI				
DESSENS, MARK C.	2/25/09	2.00	160.00	320.00
Totals		18.00		1,690.00

Total Labor **1,690.00**

Total this invoice **$1,690.00**

Outstanding Invoices

Number	Date	Balance
0000001	11/27/07	999.00
0000002	12/11/07	1,100.00
0000003	1/16/08	462.50
0000004	2/11/08	430.05
0000005	3/6/08	-121.83
0000006	4/9/08	385.00
0000007	5/13/08	821.02
0000008	6/13/08	583.91

0000009	7/10/08	1,719.25	
0000010	8/11/08	241.87	
0000011	9/10/08	156.37	
0000012	10/9/08	337.75	
0000013	11/11/08	376.31	
0000014	12/9/08	90.75	
0000015	1/15/09	207.87	
0000016	2/10/09	187.28	
Total		**7,977.10**	

Total now due **$9,667.10**

Billings to date	**Current**	**Prior**	**Total**
Labor	1,690.00	153,322.00	155,012.00
Consultant	0.00	19,171.36	19,171.36
Expense	0.00	18.26	18.26
Totals	**1,690.00**	**172,511.62**	**174,201.62**

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

March 12, 2009
Project No: 0000300701.01
Invoice No: 0000011

FORT BEND COUNTY
ATTN: D. JESSE HEGEMIER
1124 BLUME ROAD
ROSENBERG TX 77471

Project: 0000300701.01 703 FALCON LANDING BLVD

FORT BEND COUNTY PROJECT MANAGEMENT
703 FALCON LANDING BLVD.

Professional services from February 2, 2009 to March 1, 2009

Professional Personnel

		Hours	Rate	Amount
PER SPI				
DESSENS, MARK C.	2/18/09	4.00	160.00	640.00
Totals		4.00		640.00

Total Labor **640.00**

Total this invoice **$640.00**

Outstanding Invoices

Number	Date	Balance
0000001	2/11/08	32.50
0000002	3/6/08	127.50
0000003	4/9/08	39.64
0000004	5/13/08	52.67
0000005	6/13/08	672.61
0000006	7/10/08	164.25
0000007	8/11/08	81.38
0000008	9/10/08	91.50
0000009	11/11/08	15.00
0000010	1/13/09	6.75
Total		**1,283.80**

Total now due **$1,923.80**

Billings to date	**Current**	**Prior**	**Total**
Labor	640.00	12,065.50	12,705.50
Consultant	0.00	830.82	830.82
Totals	**640.00**	**12,896.32**	**13,536.32**

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

March 12, 2009
Project No: 0000300701.02
Invoice No: 0000012

FORT BEND COUNTY
ATTN: D. JESSE HEGEMIER
1124 BLUME ROAD
ROSENBERG TX 77471

Project: 0000300701.02 719 BURNEY ROAD

FORT BEND COUNTY PROJECT MANAGEMENT
719 BURNEY ROAD

Professional services from February 2, 2009 to March 1, 2009

Professional Personnel

		Hours	Rate	Amount
PER SPI				
RING, PETER ALVIN	2/25/09	3.00	145.00	435.00
INTERAGENCY COORDINATION SPI				
DESSENS, MARK C.	2/25/09	2.00	160.00	320.00
Totals		5.00		755.00

Total Labor **755.00**

Total this invoice **$755.00**

Outstanding Invoices

Number	Date	Balance
0000001	12/11/07	78.75
0000002	1/16/08	82.50
0000003	2/11/08	30.00
0000004	3/6/08	15.00
0000005	4/9/08	60.29
0000006	5/13/08	44.84
0000007	6/13/08	59.13
0000008	7/10/08	115.50
0000009	8/11/08	72.38
0000010	12/8/08	6.75
0000011	2/10/09	8.00
Total		**573.14**

Total now due **$1,328.14**

Billings to date	**Current**	**Prior**	**Total**
Labor	755.00	10,638.50	11,393.50
Consultant	0.00	830.82	830.82

Totals	**755.00**	**11,469.32**	**12,224.32**

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

March 12, 2009
Project No: 0000300701.03
Invoice No: 0000016

FORT BEND COUNTY
ATTN: D. JESSE HEGEMIER
1124 BLUME ROAD
ROSENBERG TX 77471

Project: 0000300701.03 725 HARLEM ROAD SOUTH

FORT BEND COUNTY PROJECT MANAGEMENT
725 HARLEM ROAD SOUTH

Professional services from February 2, 2009 to March 1, 2009

Professional Personnel

		Hours	Rate	Amount
PER SPI				
RING, PETER ALVIN	2/5/09	3.00	145.00	435.00
RING, PETER ALVIN	2/11/09	3.50	145.00	507.50
RING, PETER ALVIN	2/12/09	2.00	145.00	290.00
RING, PETER ALVIN	2/13/09	1.00	145.00	145.00
RING, PETER ALVIN	2/18/09	1.00	145.00	145.00
RING, PETER ALVIN	2/26/09	3.00	145.00	435.00
PER SPI				
DESSENS, MARK C.	2/5/09	3.00	160.00	480.00
DESSENS, MARK C.	2/26/09	3.00	160.00	480.00
Totals		19.50		2,917.50

Total Labor **2,917.50**

Total this invoice **$2,917.50**

Outstanding Invoices

Number	Date	Balance
0000001	12/11/07	11.25
0000002	1/16/08	55.00
0000003	2/11/08	48.75
0000004	3/6/08	168.15
0000005	4/9/08	26.54
0000006	5/13/08	90.17
0000007	6/13/08	127.76
0000008	7/10/08	177.38
0000009	8/11/08	111.87
0000010	9/10/08	189.10

0000011	10/9/08	65.50	
0000012	11/11/08	67.50	
0000013	12/8/08	184.28	
0000014	1/13/09	70.50	
0000015	2/10/09	67.50	
Total		**1,461.25**	

Total now due **$4,378.75**

Billings to date	**Current**	**Prior**	**Total**
Labor	2,917.50	26,956.50	29,874.00
Consultant	0.00	2,233.32	2,233.32
Expense	0.00	35.10	35.10
Totals	**2,917.50**	**29,224.92**	**32,142.42**

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

March 12, 2009
Project No: 0000300701.05
Invoice No: 0000016

FORT BEND COUNTY
ATTN: D. JESSE HEGEMIER
1124 BLUME ROAD
ROSENBERG TX 77471

Project: 0000300701.05 732 GREENBUSCH ROAD

FORT BEND COUNTY PROJECT MANAGEMENT
732 GREENBUSCH ROAD

Professional services from February 2, 2009 to March 1, 2009

Professional Personnel

		Hours	Rate	Amount
FINAL DESIGN SPI				
KNESEK, ERIN	2/2/09	1.50	125.00	187.50
KNESEK, ERIN	2/3/09	3.50	125.00	437.50
KNESEK, ERIN	2/4/09	2.00	125.00	250.00
KNESEK, ERIN	2/6/09	4.00	125.00	500.00
KNESEK, ERIN	2/9/09	3.00	125.00	375.00
KNESEK, ERIN	2/10/09	4.00	125.00	500.00
KNESEK, ERIN	2/11/09	4.00	125.00	500.00
KNESEK, ERIN	2/12/09	3.00	125.00	375.00
KNESEK, ERIN	2/13/09	4.00	125.00	500.00
KNESEK, ERIN	2/16/09	1.50	125.00	187.50
KNESEK, ERIN	2/17/09	2.00	125.00	250.00
KNESEK, ERIN	2/18/09	2.50	125.00	312.50
KNESEK, ERIN	2/19/09	1.00	125.00	125.00
KNESEK, ERIN	2/20/09	1.00	125.00	125.00
KNESEK, ERIN	2/23/09	1.00	125.00	125.00
KNESEK, ERIN	2/24/09	2.00	125.00	250.00
KNESEK, ERIN	2/25/09	3.00	125.00	375.00
KNESEK, ERIN	2/26/09	3.50	125.00	437.50
KNESEK, ERIN	2/27/09	4.00	125.00	500.00
FINAL DESIGN SPI				
SCHNEIDER, TED J	2/12/09	2.00	80.00	160.00
FINAL DESIGN SPI				
CARROLL, KEVIN L	2/3/09	1.00	115.00	115.00
UTILITY COORDINATION SPI				
DESSENS, MARK C.	2/6/09	3.00	160.00	480.00
DESSENS, MARK C.	2/13/09	2.00	160.00	320.00
Totals		58.50		7,387.50

Total Labor		**7,387.50**
Reimbursable Expenses		
MILEAGE	49.14	
Total Reimbursables	**49.14**	**49.14**

Total this invoice **$7,436.64**

Outstanding Invoices

Number	Date	Balance
0000001	12/11/07	137.50
0000002	1/16/08	199.00
0000003	2/11/08	208.75
0000004	3/6/08	304.90
0000005	4/9/08	141.68
0000006	5/13/08	107.67
0000007	6/13/08	487.01
0000008	7/10/08	424.63
0000009	8/11/08	95.62
0000010	9/10/08	72.00
0000011	10/9/08	85.00
0000012	11/11/08	309.75
0000013	12/8/08	243.15
0000014	1/13/09	259.27
0000015	2/10/09	234.12
Total		**3,310.05**

Total now due **$10,746.69**

Billings to date	**Current**	**Prior**	**Total**
Labor	7,387.50	63,436.50	70,824.00
Consultant	0.00	2,579.82	2,579.82
Expense	49.14	185.08	234.22
Totals	**7,436.64**	**66,201.40**	**73,638.04**

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

March 12, 2009
Project No: 0000300701.06
Invoice No: 0000016

FORT BEND COUNTY
ATTN: D. JESSE HEGEMIER
1124 BLUME ROAD
ROSENBERG TX 77471

Project: 0000300701.06 733 KATY-GASTON ROAD

FORT BEND COUNTY PROJECT MANAGEMENT
733 KATY-GASTON ROAD

Professional services from February 2, 2009 to March 1, 2009

Professional Personnel

		Hours	Rate	Amount	
PER SPI					
RING, PETER ALVIN	2/10/09	2.00	145.00	290.00	
FINAL DESIGN SPI					
RING, PETER ALVIN	2/2/09	1.50	145.00	217.50	
RING, PETER ALVIN	2/3/09	3.00	145.00	435.00	
RING, PETER ALVIN	2/6/09	2.00	145.00	290.00	
RING, PETER ALVIN	2/13/09	2.00	145.00	290.00	
RING, PETER ALVIN	2/17/09	2.50	145.00	362.50	
RING, PETER ALVIN	2/18/09	1.50	145.00	217.50	
RING, PETER ALVIN	2/19/09	1.00	145.00	145.00	
RING, PETER ALVIN	2/23/09	4.50	145.00	652.50	
RING, PETER ALVIN	2/24/09	4.50	145.00	652.50	
RING, PETER ALVIN	2/25/09	4.00	145.00	580.00	
RING, PETER ALVIN	2/26/09	4.50	145.00	652.50	
RING, PETER ALVIN	2/27/09	4.00	145.00	580.00	
Totals		37.00		5,365.00	
Total Labor					**5,365.00**

Reimbursable Expenses

MILEAGE				8.19	
Total Reimbursables				**8.19**	**8.19**

Total this invoice **$5,373.19**

Outstanding Invoices

Number	Date	Balance
0000001	12/11/07	192.50
0000002	1/16/08	25.00

0000003	2/11/08	191.25	
0000004	3/6/08	170.75	
0000005	4/9/08	134.04	
0000006	5/13/08	102.17	
0000007	6/13/08	124.63	
0000008	7/10/08	178.12	
0000009	8/11/08	146.12	
0000010	9/10/08	234.75	
0000011	10/9/08	185.49	
0000012	11/11/08	691.18	
0000013	12/8/08	401.60	
0000014	1/13/09	176.63	
0000015	2/10/09	340.38	
Total		**3,294.61**	

Total now due **$8,667.80**

Billings to date	**Current**	**Prior**	**Total**
Labor	5,365.00	65,153.00	70,518.00
Consultant	0.00	1,160.82	1,160.82
Expense	8.19	108.23	116.42
Totals	**5,373.19**	**66,422.05**	**71,795.24**

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

March 12, 2009
Project No: 0000300701.10
Invoice No: 0000013

FORT BEND COUNTY
ATTN: D. JESSE HEGEMIER
1124 BLUME ROAD
ROSENBERG TX 77471

Project: 0000300701.10 741 WEST BELLFORT ROAD

FORT BEND COUNTY PROJECT MANAGEMENT
741 WEST BELLFORT ROAD

Professional services from February 2, 2009 to March 1, 2009

Professional Personnel

		Hours	Rate	Amount
PER SPI				
DESSENS, MARK C.	2/12/09	1.00	160.00	160.00
Totals		1.00		160.00

Total Labor **160.00**

Total this invoice **$160.00**

Outstanding Invoices

Number	Date	Balance
0000001	11/27/07	30.00
0000002	3/6/08	61.90
0000003	4/9/08	19.04
0000004	5/13/08	60.17
0000005	6/13/08	33.63
0000006	7/10/08	51.00
0000007	8/11/08	42.38
0000008	9/10/08	107.62
0000009	10/9/08	31.46
0000010	11/11/08	111.21
0000011	12/8/08	79.68
0000012	1/13/09	13.50
Total		**641.59**

Total now due **$801.59**

Billings to date	**Current**	**Prior**	**Total**
Labor	160.00	11,146.50	11,306.50
Consultant	0.00	1,644.81	1,644.81
Expense	0.00	40.48	40.48

Totals	**160.00**	**12,831.79**	**12,991.79**

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

March 12, 2009
Project No: 0000300701.12
Invoice No: 0000015

FORT BEND COUNTY
ATTN: D. JESSE HEGEMIER
1124 BLUME ROAD
ROSENBERG TX 77471

Project: 0000300701.12 747 RANSOM ROAD

FORT BEND COUNTY PROJECT MANAGEMENT
747 RANSOM ROAD

Professional services from February 2, 2009 to March 1, 2009

Professional Personnel

		Hours	Rate	Amount
PER SPI				
RING, PETER ALVIN	2/10/09	3.00	145.00	435.00
RING, PETER ALVIN	2/11/09	2.00	145.00	290.00
RING, PETER ALVIN	2/16/09	2.50	145.00	362.50
PER SPI				
DESSENS, MARK C.	2/11/09	3.00	160.00	480.00
DESSENS, MARK C.	2/16/09	4.00	160.00	640.00
FINAL DESIGN SPI				
DESSENS, MARK C.	2/27/09	2.00	160.00	320.00
Totals		16.50		2,527.50

Total Labor **2,527.50**

Total this invoice **$2,527.50**

Outstanding Invoices

Number	Date	Balance
0000001	12/11/07	70.00
0000002	1/16/08	78.75
0000003	2/11/08	47.50
0000004	3/6/08	96.25
0000005	4/9/08	30.23
0000006	5/13/08	67.67
0000007	6/13/08	53.12
0000008	7/10/08	230.62
0000009	8/11/08	159.75
0000010	9/10/08	101.63
0000011	10/9/08	13.50

0000012	11/11/08	54.00	
0000013	12/8/08	6.75	
0000014	1/13/09	32.81	
Total		**1,042.58**	

Total now due **$3,570.08**

Billings to date	**Current**	**Prior**	**Total**
Labor	2,527.50	19,252.50	21,780.00
Consultant	0.00	830.81	830.81
Expense	0.00	48.80	48.80
Totals	**2,527.50**	**20,132.11**	**22,659.61**

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

March 12, 2009
Project No: 0000300701.13
Invoice No: 0000012

FORT BEND COUNTY
ATTN: D. JESSE HEGEMIER
1124 BLUME ROAD
ROSENBERG TX 77471

Project: 0000300701.13 769 BRAND LANE

FORT BEND COUNTY PROJECT MANAGEMENT
769 BRAND LANE

Professional services from February 2, 2009 to March 1, 2009

Professional Personnel

		Hours	Rate	Amount
CONSULTANT NEGOTIATIONS SPI				
DESSENS, MARK C.	2/12/09	2.00	160.00	320.00
Totals		2.00		320.00

Total Labor **320.00**

Total this invoice **$320.00**

Outstanding Invoices

Number	Date	Balance
0000001	12/11/07	30.00
0000002	1/16/08	56.25
0000003	2/11/08	81.25
0000004	3/6/08	70.00
0000005	4/9/08	86.48
0000006	5/13/08	30.17
0000007	6/13/08	6.00
0000008	7/10/08	137.25
0000009	8/11/08	6.00
0000010	9/10/08	6.00
0000011	1/13/09	6.75
Total		**516.15**

Total now due **$836.15**

Billings to date	**Current**	**Prior**	**Total**
Labor	320.00	9,565.00	9,885.00
Consultant	0.00	758.21	758.21
Totals	**320.00**	**10,323.21**	**10,643.21**

11 F

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 03/30/2009	**Submitted By:P.Batts**
	Department: Engineering
Court Agenda Date: 04/07/09	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Approve Payment of Invoice No. 299166 (Pay Estimate No. 7) in the amount of $1,490.00 to Tedsi Infrastructure Group regarding the expansion of Harlem Road, Mobility Bond Project #725-A, Precincts 3&4. (Fund: Mobility Bonds) Lawson P.O.#18467

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:

- **Completely fill out agenda form: incomplete forms will not be processed.**
- **Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.**
- **All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.**

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☐	Auditor	(281-341-3774)	☐	Comm. Pct. 1	(281-342-0587)
☐	Budget Officer	(281-344-3954)	☐	Comm. Pct. 2	(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	☐	Comm. Pct. 3	(281-242-9060)
☐	Purchasing Agent	(281-341-8642)	☐	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☐	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

TEDSI INFRASTRUCTURE GROUP
TEDSI
Consulting Engineers
10260 Westheimer Rd. ♦ Suite 460 ♦ Houston, Texas 77042
Tel: (713) 975-8337
Fax: (713) 975-7194

February 28, 2009
Project No: 281002-1
Invoice No: 299166

Mr. Jesse Hegemier, P.E.
Fort Bend County
P. O. Box 1449
Rosenberg, TX 77471

Project 281002-1 Harlem Road @ US 90A

Fort Bend County Project Number 725-A
P. O. Number 18467
Work Authorization No. 1

Professional Services from February 1, 2009 to February 28, 2009

Phase RD Roadway Design (RD)
Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Roadway Design (RD)	29,800.00	40.00	11,920.00	10,430.00	1,490.00
Total Fee	29,800.00		11,920.00	10,430.00	1,490.00
		Total Fee			**1,490.00**

Total this Phase **$1,490.00**

Total this Invoice **$1,490.00**

Billings to Date

	Current	Prior	Total
Fee	1,490.00	10,430.00	11,920.00
Totals	**1,490.00**	**10,430.00**	**11,920.00**

Authorized _____ Date: 3/17/09
Zameer Ahmed , P.E.

PROGRESS REPORT
PROJECT NO. 725A
HARLEM ROAD AT US 90A
Work Authorization #1

The following items have been performed during the period from ***2/1/2009 to 2/28/2009***:

FINAL DESIGN

- Perform overall project management.
- Coordinated with SPI in the status meeting held at their offices on the intersection preferences as indicated by TxDOT.
- Attended a review meeting with Marc Grant at Fort Bend county offices.
- Prepared exhibit for presentation to TxDOT.
- Received updated files with new R.O.W. and proposed roadway from IDC.
- Reviewed IDC roadway files.

ACTION (S) NEEDED:

- None

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 04/01/2009	**Submitted By:P.Batts**
	Department: Engineering
Court Agenda Date: 04/07/09	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Approve Payment of Invoice No. CB030539-06 in the amount of $917.88 to Carter & Burgess for actual rates regarding Fort Bend County Mobility Projects, Precincts 1 ,2,3, & 4. (PC04300002361)

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☐	Auditor	(281-341-3774)	☐	Comm. Pct. 1	(281-342-0587)
☐	Budget Officer	(281-344-3954)	☐	Comm. Pct. 2	(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	☐	Comm. Pct. 3	(281-242-9060)
☐	Purchasing Agent	(281-341-8642)	☐	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☐	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

Carter::Burgess

Invoice Date: 03/18/09

Invoice No.: CB030539-06

Project No(s). CB030539
WHXH3500

Fort Bend County
P.O. Box 1449
Rosenberg, TX 77471-1449

Attn: Jesse Hegemier, P.E.

TERMS: 15 DAYS
Subject to 1.5% Interest
After 15 Days

INVOICE

REFERENCE: **On Call Services - Fort Bend County Engineering Department**

Project: Fort Bend County Mobility Projects

Services Rendered through February 27, 2009

Employee Name	Title	Hours	Rate	Total
Program Management				
William Thurber	Project Director	1.00	$224.88	$224.88
Jeff Anderson	Environmental Manager	2.00	$144.00	$288.00
Michael Keck	Sr. Engineer	3.00	$135.00	$405.00
	Subtotal Labor	**6.00**		**$917.88**

INVOICE AMOUNT **$917.88**

Amount Previous Billed	$1,289,645.16
Current Invoice Amount:	$917.88
Total Invoiced to Date:	$1,290,563.04

CARTER & BURGESS, INC. APPROVAL:

Todd Thurber, P.E.
Project Manager

This statement may not include disbursements and other charges incurred during the period shown but not yet reflected on our accounting records.

Terms: Net 15 days: Please reference invoice # with all payments.
Remit To: Carter & Burgess, Inc., P.O. Box 99350, Fort Worth, TX 76199-0350
ACH Payment: JP Morgan Chase, Texas ABA # 111 000 614, Credit: Carter & Burgess, Account #1881137242

Detail Project Charges
Services Rendered through February 27, 2009

Invoice No.:	**CB030539-06**	Date:	**3/18/2009**
Project Number:	030539.010	Client Name:	**Fort Bend County**
Project Name:	Fort Bend County General Eng.		**Attn: Jesse Hegemier, P.E.**
Project Manager:	Todd Thurber, P.E.		**P.O. Box 1449**
Owning Organization:	1.90.03		**Rosenberg, TX 77471-1449**
Contract Type:	Time + Materials	Phone Number:	281-342-3039 ext. 132

PERF ORG	EMPLOYEE NAME/ VENDOR NAME	WEEK ENDING	HOURS	BILLING RATE	TOTAL BILLABLE
1.90.03	THURBER, WILLIAM T	02/06/2009	1.00	224.88	224.88
			1.00		**224.88**
1.90.03	ANDERSON, JEFF	02/11/2009	2.00	144.00	288.00
			2.00		**288.00**
1.90.03	KECK, MICHAEL	02/20/2009	2.00	135.00	270.00
1.90.03	KECK, MICHAEL	02/27/2009	1.00	135.00	135.00
			3.00		**405.00**
	Total for Project Number 030539.010		**6.00**		**$917.88**

11 H

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 7 day of APRIL , 2009 , before the Fort Bend Commissioners Court came on to be heard and reviewed the accompanying notice of BNSF RAILWAY CO./ NRG

Job Location LOCKWOOD BYPASS

Dated 03/17/09 Bond No. 6622912 Permit No. 83623

to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits, and Pole Lines, In, Under, Across or Along Roads, Streets, Highways, and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, date the 3rd day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Meyers , seconded by Commissioner Morrison , duly put and carried, it is ORDERED, ADJUGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

Notes:

1. Evidence of review by the Commissioners Court must be kept on the job site and failure to do so constitutes grounds for job shutdown.
2. Written notices are required:
   a. 48 hours in advance of construction start up, and
   b. When construction is completed and ready for final inspection

   Mail notices to: Permit Administrator
   Fort Bend County Engineering
   P.O. Box 1449
   Rosenberg, Texas 77471
   281-633-7500
3. This permit expires one (1) year from date of permit if construction has not commenced.

By _____
County Engineer

By N/A
Drainage District Engineer/Manager

Presented to Commissioners Court and approved.
Recorded in Volume 4-7-09
Minutes of Commissioners Court.

Clerk of Commissioners Court
By Sherry Fish
Deputy

(REVISED 5/30/08)

PERFORMANCE BOND COVERING ALL CONSTRUCTION
ACTIVITY IN, UNDER, ACROSS OR ALONG FORT BEND COUNTY ROADS

AUTHORIZED BOND NO. 6622912

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

THAT WE, BNSF Railway Company, whose address is 2650 Lou Menk Drive, Fort Worth ,Texas, hereinafter called the Principal, and Safeco Insurance Company of America, a Corporation existing under and by virtue of the laws of the State of Washington and authorized to do an indemnifying business in the State of Texas, and whose principal office is located at Seattle, Washington, whose officer residing in the State of Texas, authorized to accept service in all suits and actions brought within said State is and whose address is 1600 N. Collins Blvd., Richardson, TX 75080, hereinafter called the Surety, and held and firmly bound unto, Robert E. Hebert, County Judge of Fort Bend County, Texas, or his successors in office, in the full sum of $5,000.00 current, lawful money of the United States of America, to be paid to said Robert E. Hebert, County Judge of Fort Bend County, Texas, or his successors in office, to which payment well and truly to be made and done, we, the undersigned, bind ourselves and each of us, our heirs, executors, administrators, successors, assigns, and legal representatives, jointly and severally, by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the above bounden principal contemplates laying, constructing, maintaining and/or repairing a commercial driveway along where Lockwood Bypass Road crosses the railroad tracks, just north of Sun Ranch Drive in the County of Fort Bend, and the State of Texas, under the jurisdiction of the Commissioners' Court of Fort Bend County, Texas, pursuant to the Commissioners' Court order adopted on the 1st day of December, A.D. 1980, recorded in Volume 13, of the Commissioners' Court Minutes of Fort Bend County, Texas, regulating same, which Commissioners' Court order is hereby referred to and made a part hereof for all purposes as though fully set out herein;

AND WHEREAS, the principal desires to provide Fort Bend County with a performance bond covering all commercial driveway activity;

NOW, THEREFORE, if the above bounden principal shall faithfully perform all its commercial driveway activity (including, but not limited to the laying, construction, maintenance and/or repair of a commercial driveway) at the location specified above in the County of Fort Bend and State of Texas, under the jurisdiction of the Commissioners' Court of Fort Bend County, Texas, pursuant to and in accordance with minimum requirements and conditions of the above mentioned Commissioners' Court order set forth and specified to be by said principal done and performed, at the time and in the manner therein specified, and shall pay over and make good and reimburse Fort Bend County, all loss and damages which Fort Bend County may sustain by reason of any failure or default on the part of said principal, then this obligation shall be null and void, otherwise to remain in full force and effect.

This bond is payable at the County Courthouse in the County of Fort Bend and State of Texas. It is understood that at any time Fort Bend County deems itself insecure under this bond, it may require further and/or additional bonds of the principal.

EXECUTED this day of 1st of March, 2009.

PRINCIPAL BNSF Railway Company

BY _____

SURETY Safeco Insurance Company of America

BY _____
Claudia Chavez-Ortiz, Attorney-In-Fact

Safeco

POWER OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
Safeco Plaza
Seattle, WA 98185

No. 7386

KNOW ALL BY THESE PRESENTS:

That **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA,** each a Washington corporation, does each hereby appoint

**********CLAUDIA CHAVEZ-ORTIZ; BRIDGETTE S. JACKSON; PHIL NEIGHORN; PATTY PENNING; LAWRENCE W. WALDIE; Dallas, Texas**********

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 6th day of November, 2008.

Edmund C. Kenealy, Secretary

T A Mikolajewski

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA:**

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA** adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,
(i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,
the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Edmund C. Kenealy, Secretary of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA,** do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 1st day of MARCH, 2009.

SAFECO INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1953 STATE OF WASHINGTON

GENERAL INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1923 State of Washington

Edmund C. Kenealy, Secretary

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COUNTY OF FORT BEND

Engineering Department

P.O. BOX 1449
Rosenberg, Texas 77471-1449

Johnny Ortega
Permit Administrator

1124 Blume Road
Phone: (281) 341-7500

PERMIT APPLICATION REVIEW FORM FOR CABLE, CONDUIT, AND POLE LINE ACTIVITY IN FORT BEND COUNTY

PERMIT NO. 083623

The following "Notice of Proposed Cable, Conduit, and/or Pole Line activity in Fort Bend County" and accompanying attachments have been reviewed and the notice conforms to appropriate regulations set by Commissioner's Court of Fort Bend County, Texas.

X (1) Complete Application Form.
- X a. Name of road, street, and/or drainage ditch affected.
- X b. Vicinity map showing course of direction.
- ____ c. Plans and specifications.

____ (2) Bond: _____
District Attorney, approval when applicable.
- ____ Perpetual bond currently posted.
  No. _____
  Amount _____
- X Performance bond submitted.
  No. 6622912
  Amount $5,000.00
- ____ Cashier's Check.
  No. _____
  Amount _____

____ (3) Verbal permission given for emergencies, to start construction before approved in Commissioner's Court.

_____ _____
Precinct Engineer Acknowledgment — Date

_____ _____
Precinct Commissioner Acknowledgment — Date

____ (4) _____
Drainage District Approval when applicable

We have reviewed this project and agree it meets minimum requirements.

_____ 02/27/2009
Johnny Ortega CFM / Permit Administrator — Date

(REVISED 5/30/08)

FORT BEND COUNTY ENGINEERING
PERMIT DEPARTMENT
CONSTRUCTION OF DRIVEWAYS AND CULVERTS ON COUNTY EASEMENTS AND RIGHT OF WAYS
COMMERCIAL PIPE PERMIT APPLICATION

P.O. BOX 1449 • 1124 BLUME ROAD
ROSENBERG, TX 77471
(Phone) 281-633-7502 or 7503 • (Fax) 281-342-7366

APPLICANT INFORMATION Application No. 83623 (County Use Only)

Applicant Name BNSF RAILWAY Co / NRG

Applicant Mailing Address 5800 NORTH MAIN STREET

City SAGINAW State TEXAS Zip 76179

Work Phone (817) 352-2905 Daytime Phone (817) 371-5931

Property Owner's Name BNSF RAILWAY Co Phone 817-352-2905

Property Owner's Mailing Address 5800 NORTH MAIN STREET

City SAGINAW State TEXAS Zip 76179

LOCATION OF PROPERTY – NEAR

Subdivision SUN RANCH Sec ____ Lot 1 Blk 1

Physical Address 0 SUN RANCH DR. (OFF OF LOCKWOOD BYPASS)

(ATTACH A SITE MAP)

SITE USE

Driveway Curb & Gutter Section ____ Driveway - Open Ditch Section X

Culvert Only ____

DRIVEWAY REQUIREMENTS

Length *20' minimum and 40' maximum* Number of drives 1

(See - Fort Bend County Procedures to be followed for Commercial Driveway, and Median Openings or Modifications)
Available on website www.co-fort-bend.tx.us

Does project comply with Fort Bend County Lighting Regulation Yes (X) No ( )
(See- Fort Bend County Outdoor Lighting Regulation on website www.co.fort-bend.tx.us)

- *By signing and submitting this permit application, I am stating that I am the owner of this property and I am aware of and agree to abide by the* **Fort Bend County Regulations of Subdivisions** *and I am aware of Section 2, Item F in the* **Permits for the Construction of Driveways & Culverts on County Easements and Right of Ways in Fort Bend County, and am responsible to obtain all other required permits associated with the above mentioned property.** *Driveway and Pipe Permits shall provide that construction pursuant to the permit will be commenced within six months and be completed within nine months from the date of the permit and that fees collected for said permits shall not be refundable or transferable. I further understand the permit fee, in the form of CASH or PERSONAL CHECK or COMPANY CHECK or a CASHIERS CHECK or MONEY ORDER payable to FORT BEND COUNTY, must be attached.*

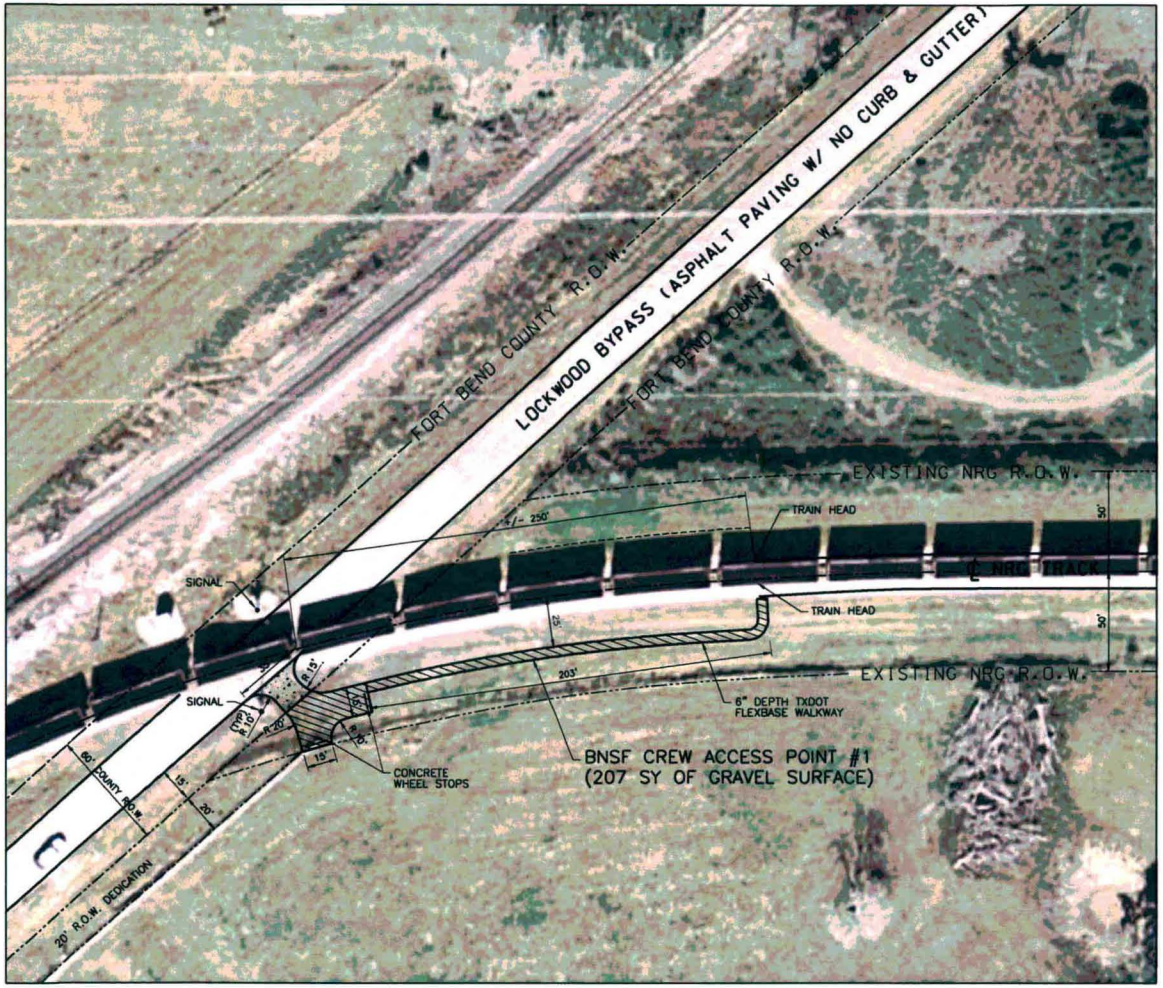
- *The undersigned applicant, agent or attorney hereby certifies to Commissioners' Court to be strictly bound to Commissioners' Court to construct the driveway and/or culvert in strict conformity with the plans, specifications, terms provisions and conditions of the permit and any other written material incorporated by reference in this application.*

- **Other permits may be required for development. Please contact the Fort Bend County Road & Bridge Department for pipe sizing or the Fort Bend County Health Department for information on On-Site Sewage Facility permits prior to planning construction.**

- **Failure to possess or obtain required permits will result in legal action against the property owner as allowed by law.**

Leo L. Craig III 03-31-09
Signature of Applicant, Agent or Attorney **Date**

LEO L. CRAIG III W/ MULTATECH ENGINEERING (AGENT OF BNSF)
Printed Name



GENERAL NOTES

1. PERMITS SHALL PROVIDE THAT CONSTRUCTION PURSUANT TO THE PERMIT WILL BE COMMENCED WITHIN SIX MONTHS AND BE COMPLETED WITHIN NINE MONTHS FROM THE DATE OF THE PERMIT AND THAT FEES COLLECTED FOR SAID PERMIT(S) SHALL NOT BE REFUNDABLE OR TRANSFERABLE.
2. PERMITS FOR THE INSTALLATION OF DRIVEWAYS, CULVERTS, OR MEDIAN OPENINGS OR MODIFICATIONS MUST BE OBTAINED FROM THE COUNTY ENGINEER OR ROAD AND BRIDGE PRIOR TO THE START OF CONSTRUCTION.
3. ALL COST FOR MATERIALS, LABOR, AND EQUIPMENT SHALL BE PAID BY THE CONTRACTOR.
4. ALL WORK SHALL BE DONE BY A RESPONSIBLE, QUALIFIED CONTRACTOR LICENSED TO DO WORK IN THE STATE OF TEXAS.
5. DRIVEWAYS CONNECTING TO ASPHALT ROADWAYS WILL BE INSPECTED AFTER THE PLACEMENT OF MATERIALS FOR CONFORMANCE WITH PLANS.
6. THE COUNTY ENGINEER MAY MAKE ADDITIONAL INSPECTIONS DEEMED NECESSARY TO ADMINISTER PERMIT REGULATIONS.
7. SEE SHEETS 2 OF 3 AND 3 OF 3 FOR TRAFFIC CONTROL PLANS.
8. TO OBTAIN INFORMATION REGARDING LOCKWOOD BYPASS OR FORT BEND COUNTY R.O.W. CONTACT LEWIS HOOD (281) 633-7510.

STATE OF TEXAS
WM. BRUCE NELSON
77350
LICENSED
PROFESSIONAL ENGINEER

N

COMMERCIAL DRIVEWAY SITE PLAN

30' 15' 0 30' 60'

RECOMMENDED: _____
DATED: _____
APPROVED: _____
DATED: _____

SUBDIV:
LINE SEG: AUTH:-

BNSF RAILWAY

CONNECTION TRACK - ARCOLA, TEXAS
LS 7500 GALVESTON SUBDIVISION
COMMERCIAL DRIVEWAY SITE PLAN

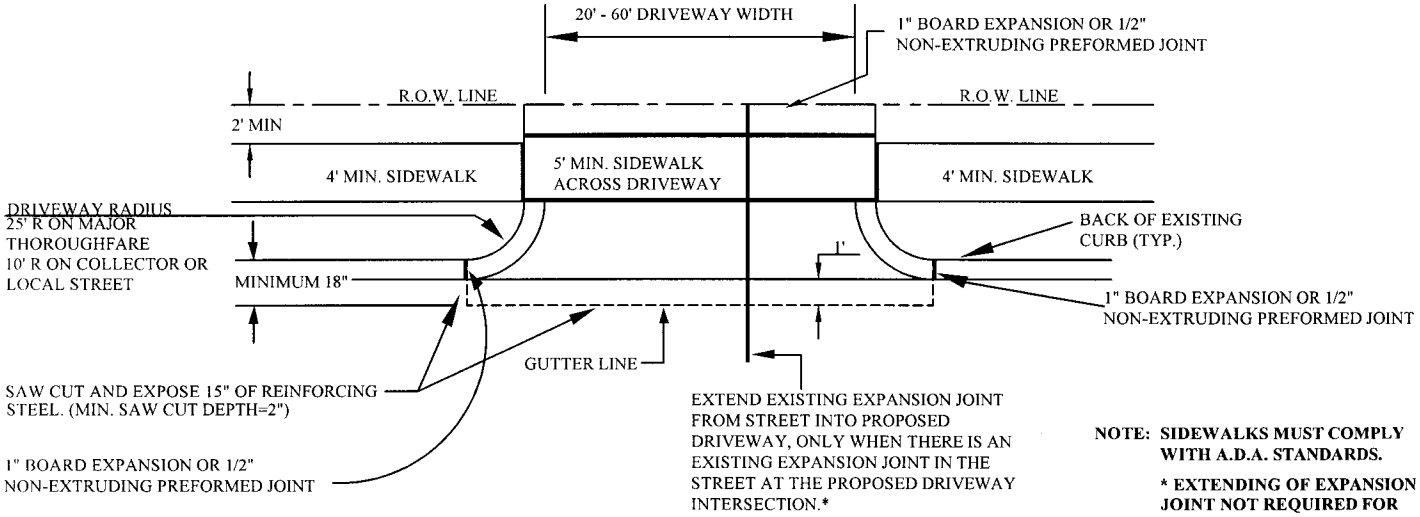
MULTATECH ENGINEERING, INC.
1401 TEXAS STREET
SUITE 200
RICHMOND, TEXAS
(281) 277-5571

DESIGNED BY: LEO CRAIG	FILE	DATE	SHEET NO.
CHECKED BY: BRUCE NELSON, P.E. DRAWN BY: DANNY MCLEOD	07070.01	3/31/09	1 OF 3

3/31/2009 11:45:27 AM K:\2007\07070.00 BNSF Arcola\CAD\Civil\Crew Access Point #1 - Permit Exhibit 1 of 3.dgn

WHEN A COMMERCIAL SIDEWALK, DRIVEWAY, CURB OR GUTTER IS CONSTRUCTED, RECONSTRUCTED, REPAIRED OR REGRADED ON COUNTY RIGHT-OF-WAY. FOR USE WITH CONCRETE OR ASPHALT CURB TYPE STREETS, USE SECTIONS APPLICABLE.

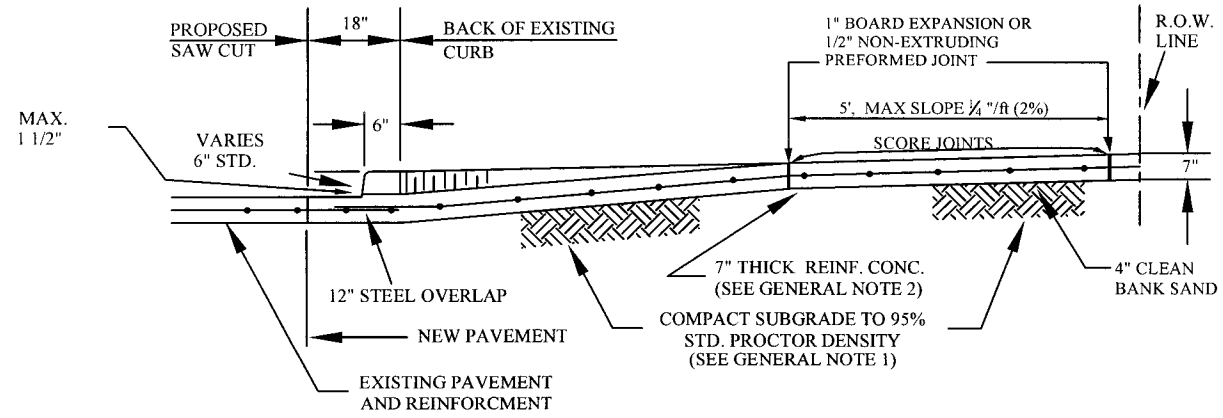
A. USE FOR ALL PROPOSED EXISTING CURB REMOVAL FOR DRIVEWAYS (PLAN VIEW NOT TO SCALE)



NOTE: SIDEWALKS MUST COMPLY WITH A.D.A. STANDARDS.

*** EXTENDING OF EXPANSION JOINT NOT REQUIRED FOR 4" ROLL OVER CURB BUT 1" BOARD EXPANSION JOINT MUST BE PROVIDED BACK OF CURB**

B. USE FOR ALL PROPOSED DRIVES ON CURBED TYPE STREETS



GENERAL NOTES:

1. COMPACT SUBGRADE FOR PROPOSED DRIVEWAY CONNECTION FROM PROPOSED SAW CUT AT EXISTING PAVEMENT TO R.O.W. LINE, COMPACT TO 95% OF STANDARD PROCTOR DENSITY(+/- 2% OPT. MOISTURE). THE COUNTY ENGINEER RESERVES THE RIGHT TO REQUIRE LABORATORY TESTS TO BE CONDUCTED.

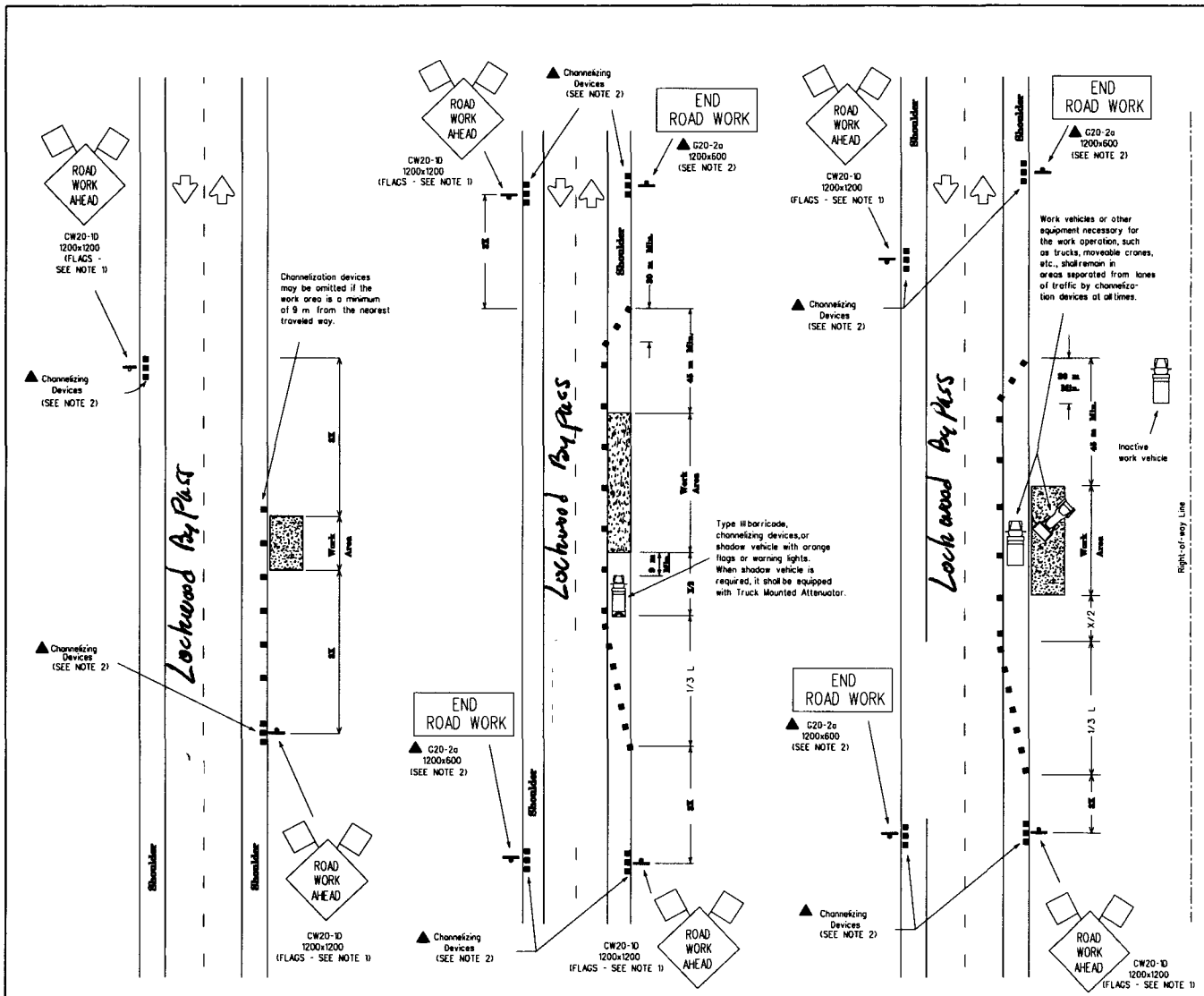
2. PROPOSED DRIVEWAY REINFORCING STEEL IS TO BE #4 DEFORMED REINFORCING BARS (ASTM A615, GRADE 60, UNLESS NOTED) SPACED AT 24" C.C., EACH WAY, WITH 12" MINIMUM LAP FROM PROPOSED SAW CUT TO R.O.W. LINE.

3. PROPOSED DRIVEWAY SHALL BE CONSTRUCTED WITH PORTLAND CEMENT (5 ½ SACKS OF CEMENT PER CUBIC YARD OF CONCRETE), CLASS "A" STRUCTURAL (REFER TO SPECIFICTION 03301), 7" THICK, FROM PROPOSED SAW CUT TO R.O.W. LINE.

4. PROPOSED SIDEWALK SHALL BE CONSTRUCTED WITH PORTLAND CEMENT (5 ½ SACKS OF CEMENT PER CUBIC YARD OF CONCRETE), CLASS "A" STRUCTURAL (REFER TO SPECIFICTION 03301), 4 ½ " THICK.

SIDEWALKS & DRIVEWAYS ON CURB TYPE STREETS COMMERCIAL AREA	DRAWN BY: L. BRDECKA DATE DRAWN: 2-1-94	REVISED BY: R. GOMEZ DATE REVISED: 11-1-05
	APPROVED BY: L. HOOD DATE: 2-1-94	DRAWING NO. FBC-025A

FORT BEND COUNTY ENGINEERING DEPARTMENT



TCP (1-1a)(M)

Work Area Near Shoulder

TCP (1-1b)(M)

Work Area on Shoulder

TCP (1-1c)(M)

Work Vehicles on Shoulder

LEGEND

Type III Barricade | Channelizing Devices | Flag

Heavy Work Vehicle | Truck Mounted Attenuator

Trailer Mounted Flashing Arrow Panel | Portable Changeable Message Sign

Flagger | Sign Post

Posted Speed X	Formula	Minimum Desirable Taper Lengths X x 3.0 m Offset (meters)	3.3 m Offset (meters)	3.6 m Offset (meters)	Suggested Maximum Spacing of Device On a Taper (meters)	On a Tangent (meters)	Minimum Sign Spacing X Distance (meters)
30	$L=\frac{WS^2}{60}$	45	50	55	9	15-20	40
35		65	70	75	10	20-25	50
40		80	90	100	12	25-30	75
45	L=WS	135	150	165	13	25-30	100
50		150	165	180	15	30-35	120
55		165	185	200	16	35-40	150
60		180	200	220	18	40-45	x 180
65		195	215	235	19	40-50	x 210
70		210	235	255	20	40-50	x 240

x Conventional Roads Only

x x Taper lengths have been rounded off.

L=Length of Taper (m) W=Width of Offset (m) S=Posted Speed (MPH)

TYPICAL USAGE:				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES:

1. Unless otherwise stated in the plans, flags attached to signs are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans.
3. On high speed facilities advance warning signs should be installed approximately 3X from the work area or from the beginning of a lane or shoulder taper. On low speed facilities the advance warning signs should be placed based on the "X" minimum distance.
4. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.

Only pre-qualified products shall be used. A list of compliant products and their sources may be obtained by writing or faxing:

Standards Engineer
Traffic Operations Division - TE
Texas Department of Transportation
125 East 11th Street
Austin, Texas 78701-2483
Phone (512) 416-3335
Fax (512) 416-3161
E-mail TRF-STANDARD@mail.gw.dot.state.tx.us

The requirement for shadow vehicles will be listed in the project GENERAL NOTES, Item 502, Barricades, Signs and Traffic Handling.

All dimensions are in millimeters unless otherwise noted.

STANDARD PLANS
TEXAS DEPARTMENT OF TRANSPORTATION
Traffic Operations Division

TRAFFIC CONTROL PLAN
COMMERCIAL DRIVEWAY
Y.U. JONES ROAD
FORT BEND COUNTY, TEXAS
TCP(1-1)-98(M)

© TxDOT December 1985

DN: LR CK: MT DW: DN CK: MT

REVISIONS 2-94 8-95 1-97 4-98

FEDERAL AID PROJECT

DISTRICT 6 | COUNTY | CONTROL | SECTION | JOB

SHEET 2 OF 3

Metric 151

DISCLAIMER
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

LEVELS DGN AMD

DATE:
ACC:
FILE:

DISCLAIMER
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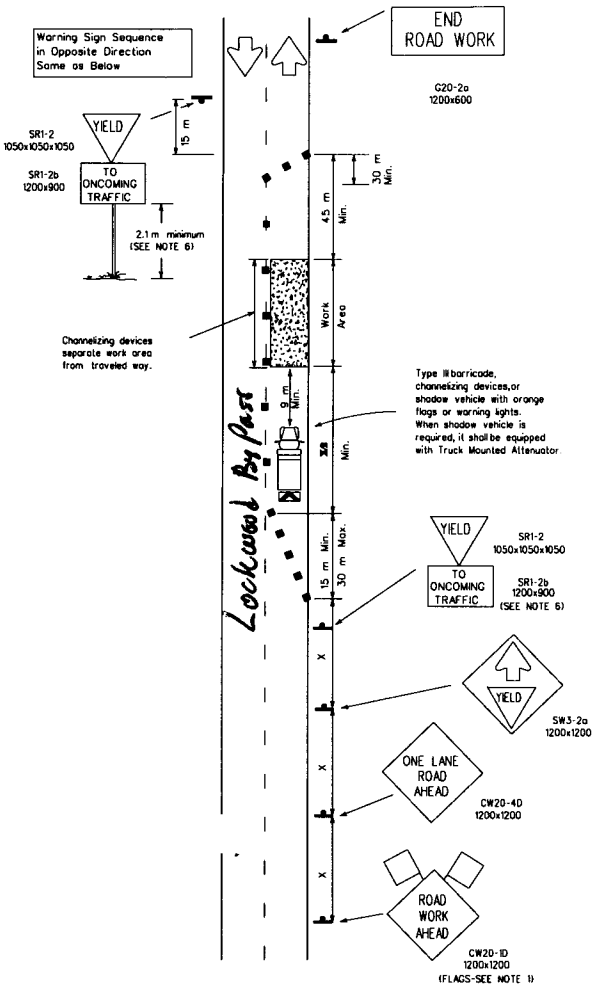
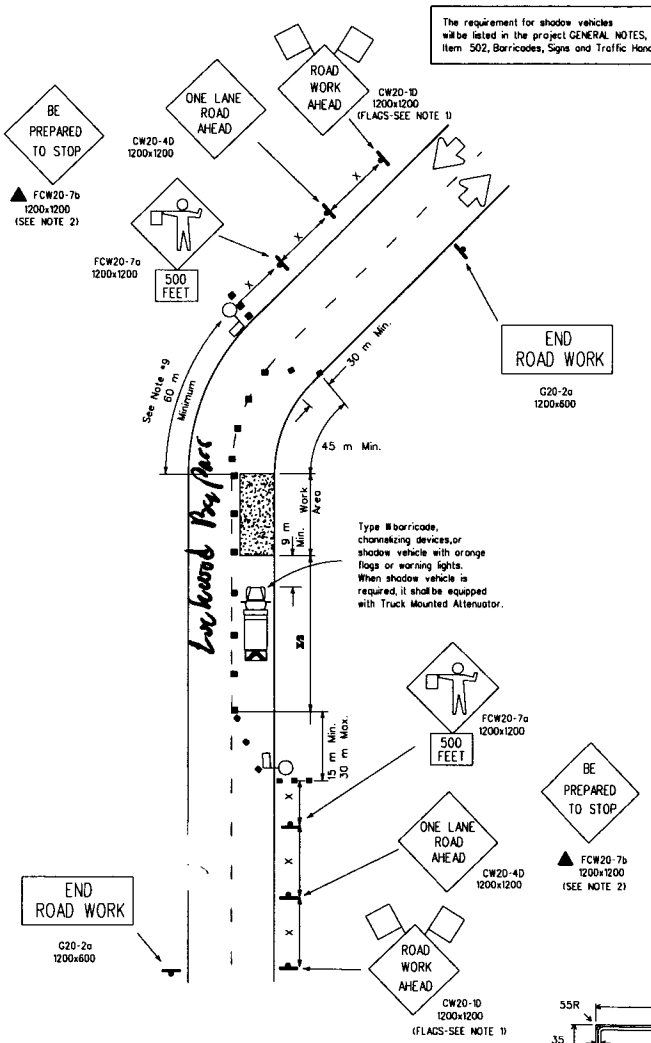


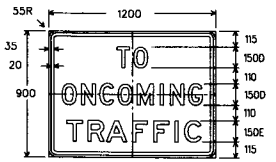
TCP (1-2a)(M)

One Lane Closed
Adequate Field of View



TCP (1-2b)(M)

One Lane Closed
Inadequate Field of View



SR1-2b
1200x900

Letters - Black
Background - White
Reflective

LEGEND

Type III Barricade | Channelizing Devices | Flag
Heavy Work Vehicle | Truck Mounted Attenuator
Trailer Mounted Flashing Arrow Panel | Portable Changeable Message Sign
Flagger | Stop/Slow Paddle | Post

Posted Speed X	Formula	Minimum Desirable Taper Lengths X X 3.0 m Offset (meters)	3.3 m Offset (meters)	3.6 m Offset (meters)	Suggested Maximum Spacing of Devices On a Taper (meters)	On a Tangent (meters)	Minimum Sign Spacing X Distance (meters)
30	$L=\frac{WS^2}{60}$	45	50	55	9	15-20	40
35		65	70	75	10	20-25	50
40		80	90	100	12	25-30	75
45	L=WS	135	150	165	13	25-30	100
50		150	165	180	15	30-35	120
55		165	185	200	16	35-40	150
60		180	200	220	18	40-45	X 180
65		195	215	235	19	40-50	X 210
70		210	235	255	20	40-50	X 240

X Conventional Roads Only

X X Taper lengths have been rounded off.
L=Length of Taper (m) W=Width of Offset (m) S=Posted Speed (MPH)

TYPICAL USAGE:				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES:

1. Flags attached to signs are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans.
3. The BE PREPARED TO STOP sign may be installed after the ONE LANE ROAD AHEAD sign, but proper sign spacing shall be maintained.
4. ROAD WORK AHEAD sign may be repeated if the visibility of the work zone is less than 450 meters.

TCP(1-2a)(M)

5. YIELD sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work zones should be no longer than one half city block. In rural areas on roadways with less than 4000 ADT, work areas should be no longer than 120 meters.
6. YIELD TO ONCOMING TRAFFIC sign shall be placed on a support at a 2.1 m minimum mounting height.

TCP(1-2b)(M)

7. Flaggers should use two-way radios or other methods of communication to control traffic.
8. Length of work area should be based on the ability of flaggers to communicate.
9. Distance along curve of work area should be adequate length for motorists to identify and react to flagger signals.

Only pre-qualified products shall be used. A list of compliant products and their sources may be obtained by writing or faxing:

Standards Engineer
Traffic Operations Division - TE
Texas Department of Transportation
125 East 11th Street
Austin, Texas 78701-2483
Phone (512) 416-3335
Fax (512) 416-3161
E-mail TRF-STANDARDS@mailgw.dot.state.tx.us

All dimensions are in millimeters unless otherwise noted.

STANDARD PLANS
TEXAS DEPARTMENT OF TRANSPORTATION
Traffic Operations Division

TRAFFIC CONTROL PLAN
COMMERCIAL DRIVEWAY
Y.U. JONES ROAD
FORT BEND COUNTY, TEXAS
TCP(1-2)-98(M)

©TxDOT December 1985

DN:	CK:	DW:	CK:
LR	MT	DN	MT

| REVISIONS | | | |

11 I

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 7 day of APRIL , 2009 , before the Fort Bend Commissioners Court came on to be heard and reviewed the accompanying notice of THE CITY OF ROSENBERG, TEXAS

Job Location SEABORNE CREEK

Dated 03/23/09 Bond No. NO BOND Permit No. 83627

to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits, and Pole Lines, In, Under, Across or Along Roads, Streets, Highways, and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, date the 3rd day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Meyers , seconded by Commissioner Morrison , duly put and carried, it is ORDERED, ADJUGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

Notes:

1. Evidence of review by the Commissioners Court must be kept on the job site and failure to do so constitutes grounds for job shutdown.
2. Written notices are required:
   a. 48 hours in advance of construction start up, and
   b. When construction is completed and ready for final inspection

   Mail notices to: Permit Administrator
   Fort Bend County Engineering
   P.O. Box 1449
   Rosenberg, Texas 77471
   281-633-7500
3. This permit expires one (1) year from date of permit if construction has not commenced.

By _____
County Engineer

By _____
Drainage District Engineer/Manager

Presented to Commissioners Court and approved.
Recorded in Volume 4-7-09 Minutes of Commissioners Court.

Clerk of Commissioners Court
By _____
Deputy

(REVISED 5/30/08)

COUNTY OF FORT BEND

Engineering Department

P.O. BOX 1449
Rosenberg, Texas 77471-1449

Johnny Ortega
Permit Administrator

1124 Blume Road
Phone: (281) 341-7500

PERMIT APPLICATION REVIEW FORM FOR CABLE, CONDUIT, AND POLE LINE ACTIVITY IN FORT BEND COUNTY

PERMIT NO. 083627

The following "Notice of Proposed Cable, Conduit, and/or Pole Line activity in Fort Bend County" and accompanying attachments have been reviewed and the notice conforms to appropriate regulations set by Commissioner's Court of Fort Bend County, Texas.

_X_ **(1) Complete Application Form.**

- _X_ a. Name of road, street, and/or drainage ditch affected.
- _X_ b. Vicinity map showing course of direction.
- ____ c. Plans and specifications.

____ **(2) Bond: NO BOND REQUIRED**

District Attorney, approval when applicable.

- ____ Perpetual bond currently posted.
  - No. ____
  - Amount ____
- ____ Performance bond submitted.
  - No. ____
  - Amount ____
- ____ Cashier's Check.
  - No. ____
  - Amount ____

____ **(3) Verbal permission given for emergencies, to start construction before approved in Commissioner's Court.**

____ **Precinct Engineer Acknowledgment** ____ **Date**

____ **Precinct Commissioner Acknowledgment** ____ **Date**

____ **(4)** David J Doug 3/17/09

Drainage District Approval when applicable

We have reviewed this project and agree it meets minimum requirements.

John Ortega 03/09/2009

Johnny Ortega CFM, Permit Administrator **Date**

(REVISED 5/30/08)

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE ACTIVITY IN, UNDER, ACROSS OR ALONG ROADS, STREETS, HIGHWAYS AND DRAINAGE DITCHES IN FORT BEND COUNTY

APPLICANT'S JOB NO. R0001-013-00

PERMIT No. 83627 **PCT. No.** 4

BOND No. No Bond

Formal notice is hereby given that the City of Rosenberg, Texas **proposes to lay, construct, maintain and/or repair cable, conduit and/or pole line, in, under, across, or along roads, streets, highways and drainage ditches in Fort Bend County, as follows:**

In, Under, or Across Roads and/or Drainage Ditches

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored:	Jacked:	Driven:	Cased

Along Roads and/or Drainage Ditches

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
Centerpoint Lateral Phase I	South line of property (sta 8+18)	North line of property (sta 13+99)	581 ft.

General Description

Construction of Drainage Ditch

The Location and description of the proposed installation and appurtenances is more fully shown on the attached detail drawings. The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and/or Repair of Cables, Conduits, and/or Pole Lines, In, Under, Across, or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

Written notices are required: 1) 48 hours in advance of start of construction and
2) when construction is complete and ready for final inspection.

Mail to: **Permit Administrator/Fort Bend County Engineering**
P.O. Box 1449, Rosenberg, TX 77471.

Violation of requirements shall constitute grounds for job shut down.

Does project comply with Fort Bend County Outdoor Lighting Ordinance?

Yes ( )

No ( )

N/A (X)

COMPANY NAME: City of Rosenberg c/o Jones & Carter, Inc.
AGENT and/or OWNER

(Signature)

NAME & TITLE Mr. Charles A. Kalkomey, P.E.
(Please Print)

DATE March 5, 2009

ADDRESS 6415 Reading Road
(Street/P.O. Box)

Rosenberg TX 77471
City **State** **Zip**

TELEPHONE NO: (281) 342-2033
(accessible 24 hrs/day, 7 days/week)

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 7 day of APRIL , 2009 , before the Fort Bend Commissioners Court came on to be heard and reviewed the accompanying notice of AT & T TEXAS

Job Location TWIN LANE

Dated 03/25/09 Bond No. CHI-001686693-01 Permit No. 83633 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits, and Pole Lines, In, Under, Across or Along Roads, Streets, Highways, and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, date the 3rd day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Meyer , seconded by Commissioner Morrison , duly put and carried, it is ORDERED, ADJUGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

Notes:

1. Evidence of review by the Commissioners Court must be kept on the job site and failure to do so constitutes grounds for job shutdown.
2. Written notices are required:
   a. 48 hours in advance of construction start up, and
   b. When construction is completed and ready for final inspection

   Mail notices to: Permit Administrator
   Fort Bend County Engineering
   P.O. Box 1449
   Rosenberg, Texas 77471
   281-633-7500
3. This permit expires one (1) year from date of permit if construction has not commenced.

By _____
County Engineer

By N/A
Drainage District Engineer/Manager

Presented to Commissioners Court and approved.
Recorded in Volume 4-7-09
Minutes of Commissioners Court.

Clerk of Commissioners Court
By Sherry Fair
Deputy

(REVISED 5/30/08)

COUNTY OF FORT BEND

Engineering Department

P.O. BOX 1449
Rosenberg, Texas 77471-1449

Johnny Ortega
Permit Administrator

1124 Blume Road
Phone: (281) 341-7500

PERMIT APPLICATION REVIEW FORM FOR CABLE, CONDUIT, AND POLE LINE ACTIVITY IN FORT BEND COUNTY

PERMIT NO. 033

The following "Notice of Proposed Cable, Conduit, and/or Pole Line activity in Fort Bend County" and accompanying attachments have been reviewed and the notice conforms to appropriate regulations set by Commissioner's Court of Fort Bend County, Texas.

X (1) Complete Application Form.
- X a. Name of road, street, and/or drainage ditch affected.
- X b. Vicinity map showing course of direction.
- _____ c. Plans and specifications.

_____ (2) Bond: _____
District Attorney, approval when applicable.
- X Perpetual bond currently posted.
  No. CHI-001686693-01
  Amount $25,000.00
- _____ Performance bond submitted.
  No. _____
  Amount _____
- _____ Cashier's Check.
  No. _____
  Amount _____

_____ (3) Verbal permission given for emergencies, to start construction before approved in Commissioner's Court.

_____ _____
Precinct Engineer Acknowledgment — Date

_____ _____
Precinct Commissioner Acknowledgment — Date

_____ (4) _____
Drainage District Approval when applicable

We have reviewed this project and agree it meets minimum requirements.

_____ 03/25/2009
Johnny Ortega CFM/ Permit Administrator — Date

(REVISED 5/30/08)

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE ACTIVITY
IN, UNDER, ACROSS OR ALONG ROADS, STREETS, HIGHWAYS AND DRAINAGE DITCHES
IN FORT BEND COUNTY

APPLICANT'S JOB NO. 7332087
PERMIT NO. 83633 PCT. NO. 1
BOND NO. CM1-001686643-01

FORMAL NOTICE IS HEREBY GIVEN THAT _____
PROPOSES TO LAY, CONSTRUCT, MAINTAIN AND/OR REPAIR CABLE, CONDUIT AND/OR POLE LINE, IN, UNDER, ACROSS, OR ALONG ROADS, STREETS, HIGHWAYS AND DRAINAGE DITCHES IN FORT BEND COUNTY, AS FOLLOWS:

IN,UNDER, OR ACROSS ROADS AND/OR DRAINAGE DITCHES

ROAD OR DITCH NAME	DISTANCE & DIRECTION FROM NEAREST INTERSECTION	LENGTH OF CROSSING	TYPE OF CONSTRUCTION BORED	JACKED	DRIVEN	CASE
2 DRIVEWAYS	TWIN LN	30'	X			

ALONG ROADS AND/OR DRAINAGE DITCHES

ROAD OR DITCH NAME	DISTANCE & DIRECTION FROM NEAREST INTERSECTION	TO	DISTANCE
TWIN LN	SOUTH OF ZUNKER RD	PEDESTAL # 398	450'

GENERAL DESCRIPTION

AT&T PROPOSED TO BURY CABLE ALONG THE EAST ROW OF TWIN LN, SOUTHEAST OF ZUNKER RD. STARTING FROM THE TELE PED #396 TO PED #398 FOR A DISTANCE OF 450'. THIS IS AN EMERGENCY WORK TO REPLACE A DEFECTIVE CABLE.

THE LOCATION AND DESCRIPTION OF THE PROPOSED INSTALLATION AND APPURTENANCES IS MORE FULLY SHOWN ON THE ATTACHED DETAIL DRAWINGS. THE LAYING, CONSTRUCTION, MAINTENANCE AND/OR REPAIR OF THE PROPOSED INSTALLATION SHALL BE SUBJECT TO "A REVISED ORDER REGULATING THE LAYING, CONSTRUCTION, MAINTENANCE AND/OR REPAIR OF CABLES, CONDUITS, AND/OR POLE LINES, IN, UNDER, ACROSS, OR ALONG ROADS, STREETS, HIGHWAYS AND DRAINAGE DITCHES IN FORT BEND COUNTY, TEXAS , UNDER THE JURISDICTION OF THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS" AS PASSED BY COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS, DATED THE 3RD DAY OF AUGUST, 1987, RECORDED IN VOLUME 639 OF THE MINUTES OF THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS.

WRITTEN NOTICES ARE REQUIRED: 1) 48 HOURS IN ADVANCE OF START OF CONSTRUCTION AND 2) WHEN CONSTRUCTION IS COMPLETE AND READY FOR FINAL INSPECTION.

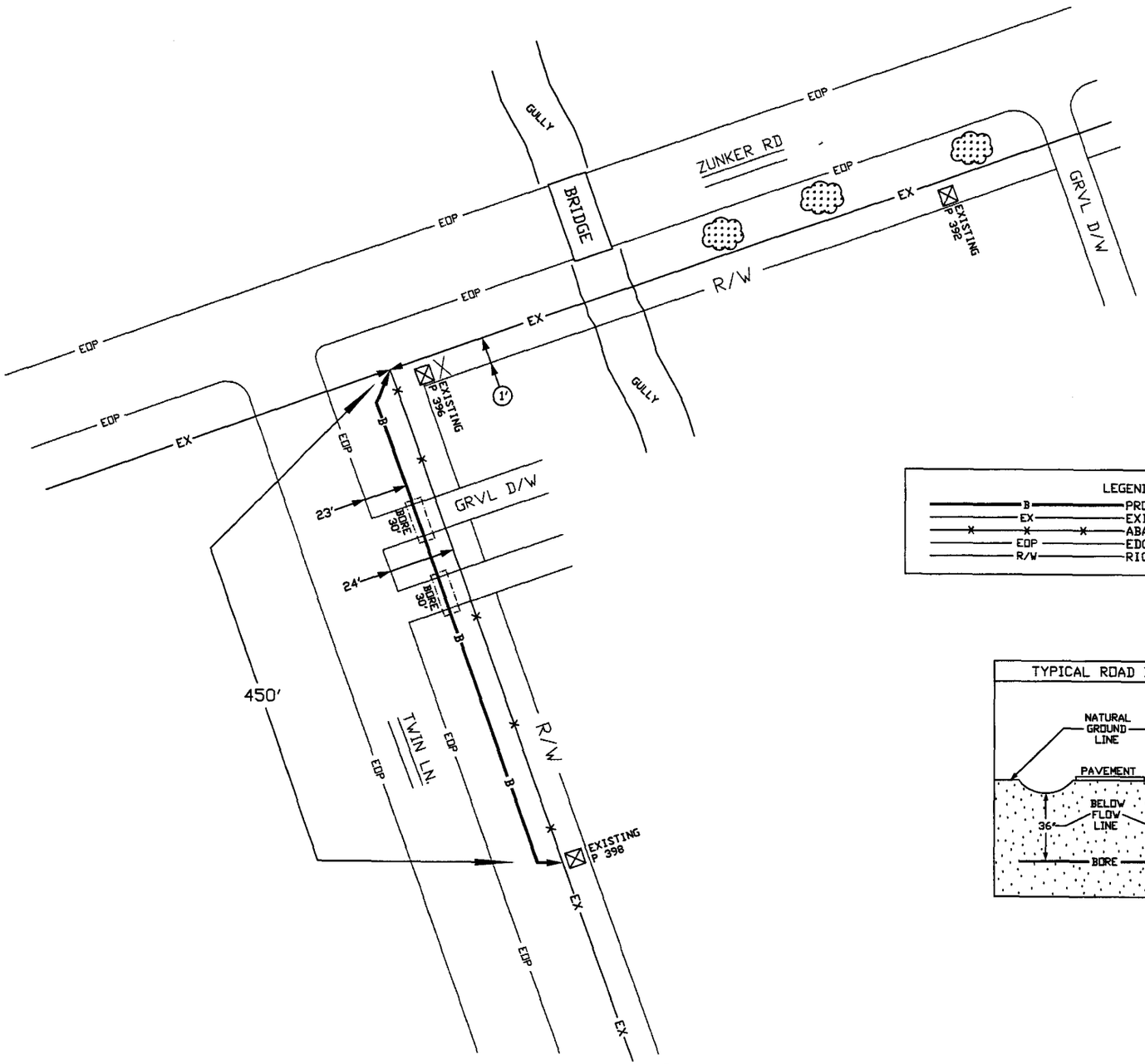
MAIL TO: PERMIT ADMINISTRATOR/FORT BEND COUNTY ENGINEERING
P.O. BOX 1449, ROSENBERG, TX 77471

VIOLATION OF REQUIREMENTS SHALL CONSTITUTE GROUNDS FOR JOB SHUT DOWN.

COMPANY NAME: AT&T TEXAS
AGENT AND/OR OWNER
(SIGNATURE)
NAME & TITLE: for MIKE BROUSSARD MGR-OSP PLNG & ENG DESIGN
(PLEASE PRINT)
DATE: 03/23/2009

ADDRESS: 1110 LOUISE
(STREET/P.O.BOX)
ROSENBERG, TX 77474
CITY STATE ZIP
TELEPHONE NO: 281-341-4312
(ACCESSIBLE 24 HRS/DAY, 7 DAYS/WEEK)

I:\Web Page\Pre-web Documents and Images\Word Documents\Engineering\NOTICE.ROW.doc
FM-HOMP00/FORMS/FTBENDCTY



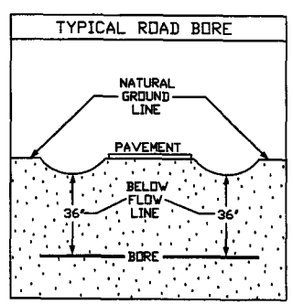
FT BEND COUNTY

AT&T CONTACT
MGR. ENGR. DESIGN
MIKE BROUSSARD
281-341-4312

LEGEND

B	PROPOSED AT&T BURIED CABLE
EX	EXISTING AT&T BURIED CABLE
X X X	ABANDON AT&T BURIED CABLE
EDP	EDGE OF PAVEMENT
R/W	RIGHT OF WAY

TYPICAL ROAD BORE



SPECIAL CIRCUITS N
6203 FORWARDED N
PERMIT REQUIRED Y

NORTH ARROW

OPERATING RANGE OF JOB STEPS
TASK ____ TO ____
MFRC 45C

TRANSMISSION ZONE
RZ 28 CZ 9 TAPER CODE 251002

CAUTION HIGH VOLTAGE
KV 13.00 AERIAL Y BURIED N

HIGHWAY PERMIT NO.

Utility CO CENT - CENTER POINT
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

PROJECT NO 7332087

TOT.PRINTS 2 PRINT NO. 2
NPA/NNX: 281-232 PRT:281232
EXCH. RICH-ROSE
TAX DIST. FG009
GEO LOC. W89232
ENGR. MB DRAWN RG
TELEPHONE NO. (281) 341-4312
REC. REF. 217-265-51
MAP REF. 643 L & K
SCALE NONE
ISSUE DATE
PROJ TITLE CSTA 1037520 ROSENBERG
REV. NUMBER
DATE REV.

--Proprietary--
Not for use or disclosure outside the AT&T companies except under written agreement.

11 K

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 7 day of APRIL , 2009 , before the Fort Bend Commissioners Court came on to be heard and reviewed the accompanying notice of TDK CONSTRUCTION COMPANY

Job Location MORTON, LONGMEADOW FARMS PARKWAY

Dated 03/25/09 Bond No. 2075821 Permit No. 83634

to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits, and Pole Lines, In, Under, Across or Along Roads, Streets, Highways, and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, date the 3rd day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Meyers , seconded by Commissioner Morrison , duly put and carried, it is ORDERED, ADJUGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

Notes:

1. Evidence of review by the Commissioners Court must be kept on the job site and failure to do so constitutes grounds for job shutdown.
2. Written notices are required:
   a. 48 hours in advance of construction start up, and
   b. When construction is completed and ready for final inspection

   Mail notices to: Permit Administrator
   Fort Bend County Engineering
   P.O. Box 1449
   Rosenberg, Texas 77471
   281-633-7500
3. This permit expires one (1) year from date of permit if construction has not commenced.

By _____
County Engineer

By _____
Drainage District Engineer/Manager

Presented to Commissioners Court and approved.
Recorded in Volume 4-7-09
Minutes of Commissioners Court.

Clerk of Commissioners Court
By Sherry Fiser
Deputy

(REVISED 5/30/08)

PERFORMANCE BOND COVERING ALL CABLE, CONDUIT AND/OR POLE LINE ACTIVITY IN, UNDER, ACROSS OR ALONG FORT BEND COUNTY ROADS AUTHORIZED

BOND NO 2075821

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

THAT WE, TDK CONSTRUCTION, DAN KHATRI whose address is 6931 Signat Drive, Houston, TX 77041, Texas, hereinafter called the Principal, and Old Republic Surety Company, a Corporation existing under and by virtue of the laws of the State of TEXAS and authorized to do an indemnifying business in the State of Texas, and whose principal office is located at, whose officer residing in the State of Texas, authorized to accept service in all suits and actions brought within said State is SHARON GREMILLION and whose address is 20338 Sable Acre, Cypress TX 77433, hereinafter called the Surety, and held and firmly bound unto, James C. Adolphus, County Judge of Fort Bend County, Texas, or his successors in office, in the full sum of Dollars ($ 5,000.00) current, lawful money of the United States of America, to be paid to said James C. Adolphus, County Judge of Fort Bend County, Texas, or his successors in office to which payment well and truly to be made and done, we, the undersigned, bind ourselves and each of us, our heirs, executors, administrators, successors, assigns, and legal representatives, jointly and severally, by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the above bounden principal contemplates laying, constructing, maintaining and/or repairing one or more cables, conduits, and/or pole lines in, under, across and/or along roads, streets and highways in the County of Fort Bend, and the State of Texas, under the jurisdiction of the Commissioners' Court of Fort Bend County, Texas, pursuant to the Commissioners' Court order adopted on the 1st day of December, A.D. 1980, recorded in Volume 13, of the Commissioners' Court Minutes of Fort Bend County, Texas, regulating same, which Commissioners' Court order is hereby referred to and made a part hereof for all purposes as though fully set out herein;

AND WHEREAS, the principal desires to provide Fort Bend County with a performance bond covering all such cable, conduit and/or pole line activity;

NOW, THEREFORE, if the above bounden principal shall faithfully perform all its cable, conduit and/or pole line activity (including, but not limited to the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines) in, under, across and/or along roads, streets and highways in the County of Fort Bend and State of Texas, under the jurisdiction of the Commissioners Court of Fort Bend County, Texas, pursuant to and in accordance with minimum requirements and conditions of the above mentioned Commissioners' Court order set forth and specified to be by said principal done and performed, at the time and in the manner therein specified, and shall pay over and make good and reimburse Fort Bend County, all loss and damages which Fort Bend County may sustain by reason of any failure or default on the part of said principal, then this obligation shall be null and void, otherwise to remain in full force and effect.

This bond is payable at the County Courthouse in the County of Fort Bend and State of Texas.

It is understood that at any time Fort Bend County deems itself insecure under this bond, it may require further and/or additional bonds of the principal.

EXECUTED this 24th day of March, 2009.

DAN KHATRI DBA TDK CONSTRUCTION COMPANY
PRINCIPAL

Dan Khatri
BY

Old Republic Surety Company
SURETY

Sharon Gremillion
BY

OLD REPUBLIC
Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

SHARON K. GREMILLION, OF CYPRESS, TX

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding $10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF ONE HUNDRED THOUSAND DOLLARS($100,000)---------- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 21ST day of MAY, 2007.

Assistant Secretary

OLD REPUBLIC SURETY COMPANY

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 21ST day of MAY, 2007, personally came before me, GERALD C. LEACH and RICK A. JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Notary Public

My commission expires: 01/18/2009

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

89-4364

Signed and sealed at the City of Brookfield, WI this _____ day of _____

GREMILLION, SHARON INS. AGENCY

Assistant Secretary

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

COUNTY OF FORT BEND

Engineering Department

P.O. BOX 1449
Rosenberg, Texas 77471-1449

Johnny Ortega
Permit Administrator

1124 Blume Road
Phone: (281) 341-7500

PERMIT APPLICATION REVIEW FORM FOR CABLE, CONDUIT, AND POLE LINE ACTIVITY IN FORT BEND COUNTY

PERMIT NO. 83634

The following "Notice of Proposed Cable, Conduit, and/or Pole Line activity in Fort Bend County" and accompanying attachments have been reviewed and the notice conforms to appropriate regulations set by Commissioner's Court of Fort Bend County, Texas.

__X__ (1) Complete Application Form.

- __X__ a. Name of road, street, and/or drainage ditch affected.
- __X__ b. Vicinity map showing course of direction.
- _____ c. Plans and specifications.

_____ (2) Bond: _____
District Attorney, approval when applicable.

- _____ Perpetual bond currently posted.
  - No. _____
  - Amount _____
- __X__ Performance bond submitted.
  - No. 2075821
  - Amount $5,000.00
- _____ Cashier's Check.
  - No. _____
  - Amount _____

_____ (3) Verbal permission given for emergencies, to start construction before approved in Commissioner's Court.

_____ _____
Precinct Engineer Acknowledgment — Date

_____ _____
Precinct Commissioner Acknowledgment — Date

_____ (4) _____
Drainage District Approval when applicable

We have reviewed this project and agree it meets minimum requirements.

_____ 03/25/2009
Johnny Ortega CFM/ Permit Administrator — Date

(REVISED 5/30/08)

FORT BEND COUNTY ENGINEERING
PERMIT DEPARTMENT
CONSTRUCTION OF DRIVEWAYS AND CULVERTS ON COUNTY EASEMENTS AND RIGHT OF WAYS
COMMERCIAL PIPE PERMIT APPLICATION

P.O. BOX 1449 • 1124 BLUME ROAD
ROSENBERG, TX 77471
(Phone) 281-633-7502 or 7503 • (Fax) 281-342-7366

APPLICANT INFORMATION **Application No.** 83634 (County Use Only)

Applican: Name TDK Construction Co

Applicant Mailing Address 6931 Signal Dr

City Houston State Tx Zip 77041

Work Phone 713-466-8289 Daytime Phone 713-466-8289

Property Owner's Name EquiCalp Grand Parkway Phone 713-783-7788

Property Owner's Mailing Address 9990 Richmond, P Suite 450, North Building

City Houston State Tx Zip 77042

LOCATION OF PROPERTY

Subdivision Randall Jones Survey A-42 Sec _____ Lot _____ Blk _____

Physical Address Morton Road & Longmeadow Farms Parkway

(ATTACH A SITE MAP) ✓

SITE USE

Driveway Curb & Gutter Section _____ Driveway - Open Ditch Section _____

Culvert Only _____

DRIVEWAY REQUIREMENTS

Length ***20' minimum and 40' maximum*** Number of drives 2

(See - Fort Bend County Procedures to be followed for Commercial Driveway, and Median Openings or Modifications)
Available on website www.co.fort-bend.tx.us

Does project comply with Fort Bend County Lighting Regulation **Yes ( )** **No ( )**
(See- Fort Bend County Outdoor Lighting Regulation on website www.co.fort-bend.tx.us)

- *By signing and submitting this permit application, I am stating that I am the owner of this property and I am aware of and agree to abide by the* **Fort Bend County Regulations of Subdivisions** *and I am aware of Section 2, Item F in the* **Permits for the Construction of Driveways & Culverts on County Easements and Right of Ways in Fort Bend County, and am responsible to obtain all other required permits associated with the above mentioned property.** *Driveway and Pipe Permits shall provide that construction pursuant to the permit will be commenced within six months and be completed within nine months from the date of the permit and that fees collected for said permits shall not be refundable or transferable. I further understand the permit fee, in the form of CASH or PERSONAL CHECK or COMPANY CHECK or a CASHIERS CHECK or MONEY ORDER payable to FORT BEND COUNTY, must be attached.*

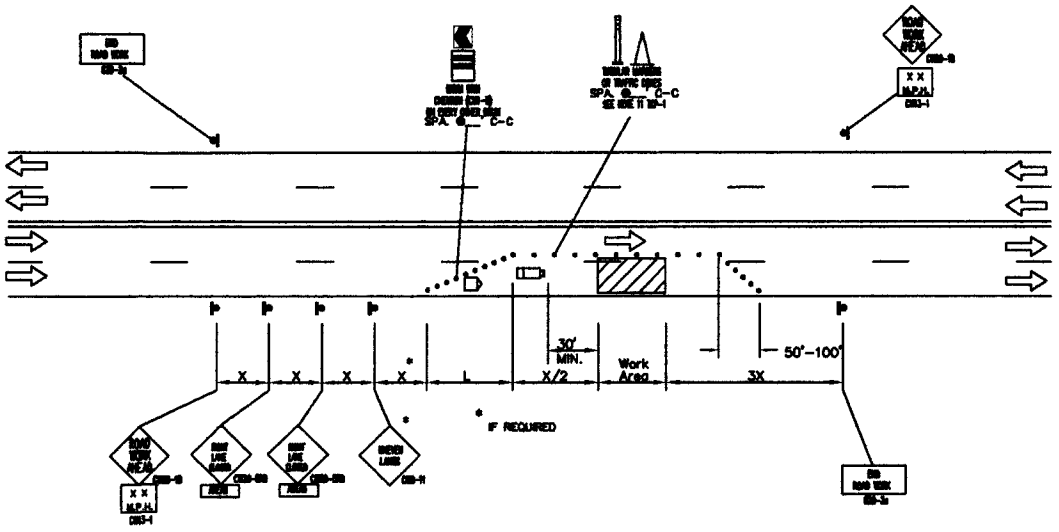
- *The undersigned applicant, agent or attorney hereby certifies to Commissioners' Court to be strictly bound to Commissioners' Court to construct the driveway and or culvert in strict conformity with the plans, specifications, terms, provisions and conditions of the permit and any other written material incorporated by reference in this application.*

- **Other permits may be required for development. Please contact the Fort Bend County Road & Bridge Department for pipe sizing or the Fort Bend County Health Department for information on On-Site Sewage Facility permits prior to planning construction.**

- **Failure to possess or obtain required permits will result in legal action against the property owner as allowed by law.**

Dan Khatri 03/24/09
Signature of Applicant, Agent or Attorney **Date**

Dan Khatri
Printed Name



ONE LANE CLOSURE (4 LANE ROAD)

CONSTRUCTION WARNING SIGN SPACING

Posted Speed or 85% Speed (MPH)	X Min. Distance (feet)
30 or less	120
35	160
40	240
45	320
50	400
55	500
65	750

X=SIGN SPACING
L=TAPER
2XL=TANGENT

LEGEND

- CONSTRUCTION AREA
- OPEN TO TRAFFIC
- HEAVY WORK VEHICLE
- FLASHING ARROW BOARD (OPTIONAL)
- SIGN POST
- TUBULAR MARKERS ,CONES OR DRUMS
- FLAGGER
- X = SIGN SPACING
- L = TAPER LENGTH
- XX SPEED TO BE DETERMINED BY ENGINEER

TYPICAL TRANSITION LENGTHS AND SUGGESTED MAXIMUM SPACING OF DEVICES

Posted * Speed	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Device On a Taper	On a Tangent
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'–75'
35		205'	225'	245'	35'	70'–90'
40		265'	295'	320'	40'	80'–100'
45	L=WS	450'	495'	540'	45'	90'–110'
50		500'	550'	600'	50'	100'–125'
55		550'	605'	660'	55'	110'–140'
60		600'	660'	720'	60'	120'–150'
65		650'	715'	780'	65'	130'–175'

* 85th Percentile Speed may be used on roads where traffic speeds normally exceed the posted speed limit.
** Taper lengths have been rounded off.

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 7 day of APRIL , 2009 , before the Fort Bend Commissioners Court came on to be heard and reviewed the accompanying notice of LOWE'S HOME IMPROVEMENT CENTER/ TIMBERLAKE CONSTRUCTION CO., INC

Job Location OYSTWER CREEK

Dated 03/25/09 Bond No. 08941977 Permit No. 83628

to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits, and Pole Lines, In, Under, Across or Along Roads, Streets, Highways, and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, date the 3rd day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Meyers , seconded by Commissioner Morrison , duly put and carried, it is ORDERED, ADJUGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

Notes:

1. Evidence of review by the Commissioners Court must be kept on the job site and failure to do so constitutes grounds for job shutdown.
2. Written notices are required:
   a. 48 hours in advance of construction start up, and
   b. When construction is completed and ready for final inspection

   Mail notices to: Permit Administrator
   Fort Bend County Engineering
   P.O. Box 1449
   Rosenberg, Texas 77471
   281-633-7500
3. This permit expires one (1) year from date of permit if construction has not commenced.

By _____
County Engineer

By _____
Drainage District Engineer/Manager

Presented to Commissioners Court and approved.
Recorded in Volume 4-7-09 Minutes of Commissioners Court.

Clerk of Commissioners Court
By _____
Deputy

(REVISED 5/30/08)

PERFORMANCE BOND COVERING ALL CABLE, CONDUIT AND/OR POLE LINE ACTIVITY IN, UNDER, ACROSS OR ALONG FORT BEND COUNTY ROADS AUTHORIZED

BOND NO 08941977

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND §

THAT WE, Timberlake Construction Co., Inc. whose address is 7613 N. Classen Blvd., Oklahoma City, OK 73116 Texas, hereinafter called the Principal, and Fidelity and Deposit Company of Maryland Corporation existing under and by virtue of the laws of the State of MD and authorized to do an indemnifying business in the State of Texas, and whose principal office is located at 1400 American Lane, Tower I, 19th Floor Schaumburg, IL 60196-1056, whose officer residing in the State of Texas, authorized to accept service in all suits and actions brought within said State is and whose address is 1400 American Lane, Tower I, 19th Floor, Schaumburg, IL 60196-1056, hereinafter called the Surety, and held and firmly bound unto, Robert E. Hebert, County Judge of Fort Bend County, Texas, or his successors in office, in the full sum of Twelve Thousand and No/100 Dollars ($ 12,000.00) current, lawful money of the United States of America, to be paid to said Robert E. Hebert, County Judge of Fort Bend County, Texas, or his successors in office, to which payment well and truly to be made and done, we, the undersigned, bind ourselves and each of us, our heirs, executors, administrators, successors, assigns, and legal representatives, jointly and severally, by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the above bounden principal contemplates laying, constructing, maintaining and/or repairing one or more cables, conduits, and/or pole lines in, under, across and/or along roads, streets and highways in the County of Fort Bend, and the State of Texas, under the jurisdiction of the Commissioners' Court of Fort Bend County, Texas, pursuant to the Commissioners' Court order adopted on the 1st day of December, A.D. 1980, recorded in Volume 13, of the Commissioners' Court Minutes of Fort Bend County, Texas, regulating same, which Commissioners' Court order is hereby referred to and made a part hereof for all purposes as though fully set out herein;

AND WHEREAS, the principal desires to provide Fort Bend County with a performance bond covering all such cable, conduit and/or pole line activity;

NOW, THEREFORE, if the above bounden principal shall faithfully perform all its cable, conduit and/or pole line activity (including, but not limited to the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines) in, under, across and/or along roads, streets and highways in the County of Fort Bend and State of Texas, under the jurisdiction of the Commissioners Court of Fort Bend County, Texas, pursuant to and in accordance with minimum requirements and conditions of the above mentioned Commissioners' Court order set forth and specified to be by said principal done and performed, at the time and in the manner therein specified, and shall pay over and make good and reimburse Fort Bend County, all loss and damages which Fort Bend County may sustain by reason of any failure or default on the part of said principal, then this obligation shall be null and void, otherwise to remain in full force and effect.

This bond is payable at the County Courthouse in the County of Fort Bend and State of Texas.

It is understood that at any time Fort Bend County deems itself insecure under this bond, it may require further and/or additional bonds of the principal.

EXECUTED this 10th day of March, 20 09.

Timberlake Construction Co., Inc.
PRINCIPAL

BY John W Cox Sr. Vice President

Fidelity and Deposit Company of Maryland
SURETY

BY Mary T. Flanigan, Attorney-in-Fact

C:\Documents and Settings\harneshe\Local Settings\Temp\PERFBOND-P01.doc

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Melissa D. EVANS, Debra J. SCARBOROUGH, Claudia MANDATO, Christy M. MCCART, Mary T. FLANIGAN, Laura E. COON, Kathy L. FAGAN, Nancy A. CLOVER and Laura M. MURREN, all of Kansas City, Missouri, EACH** its true and lawful agent and Attorney-in-Fact to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Melissa D. EVANS, Debra J. SCARBOROUGH, Claudia MANDATO, Christy M. MCCART, Mary T. FLANIGAN, Carolyn VAN HAAREN, Laura E. COON, Kathy L. FAGAN, dated March 4, 2008.

FOR YOUR PROTECTION YOU CAN VERIFY THE AUTHENTICITY OF THIS POWER OF ATTORNEY BY CALLING 1-800-626-4577

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 10th day of October, A.D. 2008.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

By:

Gregory E. Murray Assistant Secretary *Theodore G. Martinez*

State of Maryland }
City of Baltimore } ss:

On this 10th day of October, A.D. 2008, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski *Notary Public*
My Commission Expires: July 8, 2011

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

EXTRACT FROM BY-LAWS OF COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the respective By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990 and of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,

this _____ day of MAR 1 0 2009, _____.

Lisa D. Burg

Assistant Secretary

STATE OF TEXAS
STATE BOARD OF INSURANCE

Certificate No. 7424

Company No. 08-93770

CERTIFICATE OF AUTHORITY

THIS IS TO CERTIFY THAT

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

BALTIMORE, MARYLAND

has complied with the laws of the State of Texas applicable thereto and is hereby authorized to transact the business of

Fire; Allied Coverages; Inland Marine; Aircraft--Liability & Physical Damage; Workers' Compensation & Employers' Liability; Automobile--Liability & Physical Damage; Liability other than Automobile; Fidelity & Surety; Glass; Burglary & Theft; Forgery; Boiler & Machinery; Credit and Reinsurance on all lines authorized to be written on a direct basis

insurance within the State of Texas. This Certificate of Authority shall be in full force and effect until it is revoked, canceled or suspended according to law.

IN TESTIMONY WHEREOF, witness my hand and seal of office at Austin, Texas, this 28th day of June, A. D. 1983

COMMISSIONER OF INSURANCE

FORM 6000

COUNTY OF FORT BEND

Engineering Department

P.O. BOX 1449
Rosenberg, Texas 77471-1449

Johnny Ortega
Permit Administrator

1124 Blume Road
Phone: (281) 341-7500

PERMIT APPLICATION REVIEW FORM FOR CABLE, CONDUIT, AND POLE LINE ACTIVITY IN FORT BEND COUNTY

PERMIT NO. 083628

The following "Notice of Proposed Cable, Conduit, and/or Pole Line activity in Fort Bend County" and accompanying attachments have been reviewed and the notice conforms to appropriate regulations set by Commissioner's Court of Fort Bend County, Texas.

__X__ **(1) Complete Application Form.**

- __X__ a. Name of road, street, and/or drainage ditch affected.
- __X__ b. Vicinity map showing course of direction.
- _____ c. Plans and specifications.

_____ **(2) Bond:** _____
District Attorney, approval when applicable.

- _____ Perpetual bond currently posted.
  - No. _____
  - Amount _____
- __X__ Performance bond submitted.
  - No. 08941977
  - Amount $12,000.00
- _____ Cashier's Check.
  - No. _____
  - Amount _____

_____ **(3) Verbal permission given for emergencies, to start construction before approved in Commissioner's Court.**

_____ _____
Precinct Engineer Acknowledgment — Date

_____ _____
Precinct Commissioner Acknowledgment — Date

_____ **(4)** David Flory 3/24/09
Drainage District Approval when applicable

We have reviewed this project and agree it meets minimum requirements.

_____ 03/10/2009
Johnny Ortega CFM / Permit Administrator — Date

(REVISED 5/30/08)

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE ACTIVITY IN, UNDER, ACROSS OR ALONG ROADS, STREETS, HIGHWAYS AND DRAINAGE DITCHES IN FORT BEND COUNTY

APPLICANT'S JOB NO. _____

PERMIT No. 83628 PCT. No. 4

BOND No. 08941977

Formal notice is hereby given that Lowe's Home Improvement Center proposes to lay, construct, maintain and/or repair cable, conduit and/or pole line, in, under, across, or along roads, streets, highways and drainage ditches in Fort Bend County, as follows:

In, Under, or Across Roads and/or Drainage Ditches

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored:	Jacked:	Driven:	Cased
Oyster Creek	1168' north of Hampton Dr. N 29°34'14.70" W 95°33'47.66"	app. 200' ~~from r.o.w.~~				

Along Roads and/or Drainage Ditches

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance

General Description

Project entails construction of a stormsewer pipe from Lowe's at FM 1092 and Highway 6, down east right-of-way of FM 1092, to outfall to be constructed at Oyster Creek.

The Location and description of the proposed installation and appurtenances is more fully shown on the attached detail drawings. The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and/or Repair of Cables, Conduits, and/or Pole Lines, In, Under, Across, or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

Written notices are required: 1) 48 hours in advance of start of construction and
2) when construction is complete and ready for final inspection.

Mail to: Permit Administrator/Fort Bend County Engineering
P.O. Box 1449, Rosenberg, TX 77471.

Violation of requirements shall constitute grounds for job shut down.

Does project comply with Fort Bend County Outdoor Lighting Ordinance?

Yes (X)

No ( )

COMPANY NAME: McEntee Engineering & Design

(AGENT) and/or OWNER

Brendan McEntee

(Signature)

NAME & TITLE Brendan McEntee, P.E., President

(Please Print)

DATE February 26, 2009

ADDRESS 2312 Western Trails Blvd., Suite 102-A

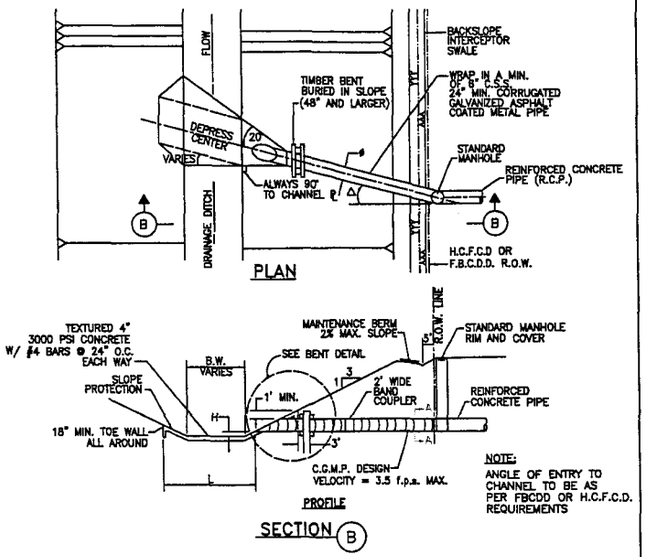
(Street/P.O. Box)

Austin TX 78745

City State Zip

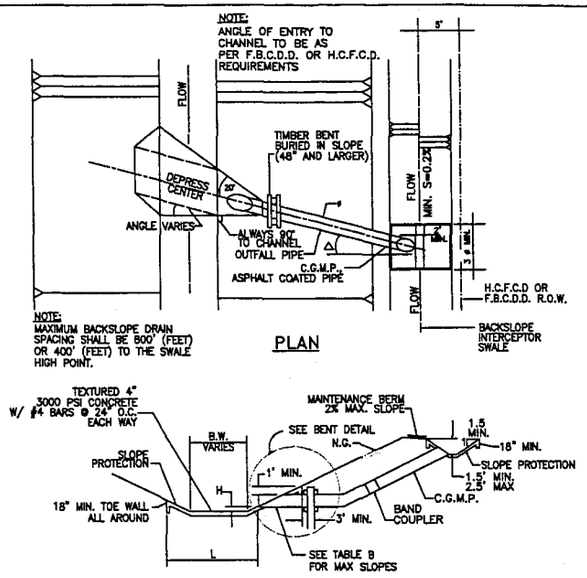
TELEPHONE NO: 512-484-7470

(accessible 24 hrs/day, 7 days/week)



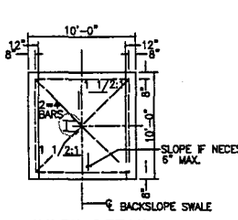
STORM SEWER OUTFALL

N.T.S.



BACKSLOPE INLET & OUTFALL

N.T.S.



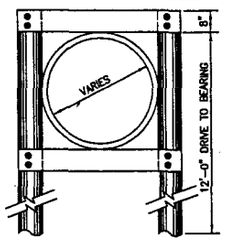
INLET DETAIL

TABLE A

SIZE 2 2/3" X 1/2" CORRUGATION	PIPE GAUGE	BAND COUPLER GAUGE	SIZE 3"X1" & 5"X1" CORRUGATION	PIPE GAUGE	BAND COUPLER GAUGE
24"	16	16			
30"	16	16			
36"	16	16			
42"	14	16			
48"	14	16	48"	16	16
54"	12	14	54"	16	16
60"	12	14	60"	16	16
66"	10	12	66"	16	16
72"	10	12	72"	16	16
78"	8	10	78"	14	16
84"	8	10	84"	14	16

TABLE B

PIPE DIA.	SLOPE	VELOCITY
24"	0.6%	3.25 f.p.s
30"	0.3%	3.00 f.p.s
42"	0.2%	2.75 f.p.s
48"	0.2%	3.00 f.p.s
54"	0.2%	3.25 f.p.s



PIPING CUTOFF SUBJECT TO APPROVAL BY CITY
PILING & TIMBER TO BE TREATED WITH AN APPROVED PRESERVATIVE

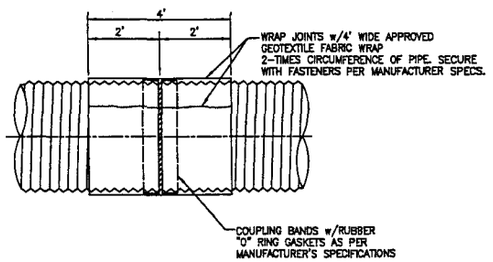
END VIEW

CONSTRUCTION NOTES:

L : B.W. / PIPE ø ≤ 7'-6" → LENGTH WILL EXTEND ONE-HALF PIPE ø ABOVE ℄ ON OPPOSITE BANK (MIN. 36") OR A MINIMUM OF 6-PIPE ø TOWARDS OPPOSITE BANK OF CHANNEL WHICH EVER IS THE LESSER.

△ : PROP. 24" TO 42" △ = 15°
PROP. 48" AND LARGER △ = 30°

H : FOR PIPE SIZES 24" TO 42"
H=3' MAX. AND 1' MIN.
FOR PIPE SIZES 48" AND LARGER
H=1' MAX. AND MIN.



NOTES:

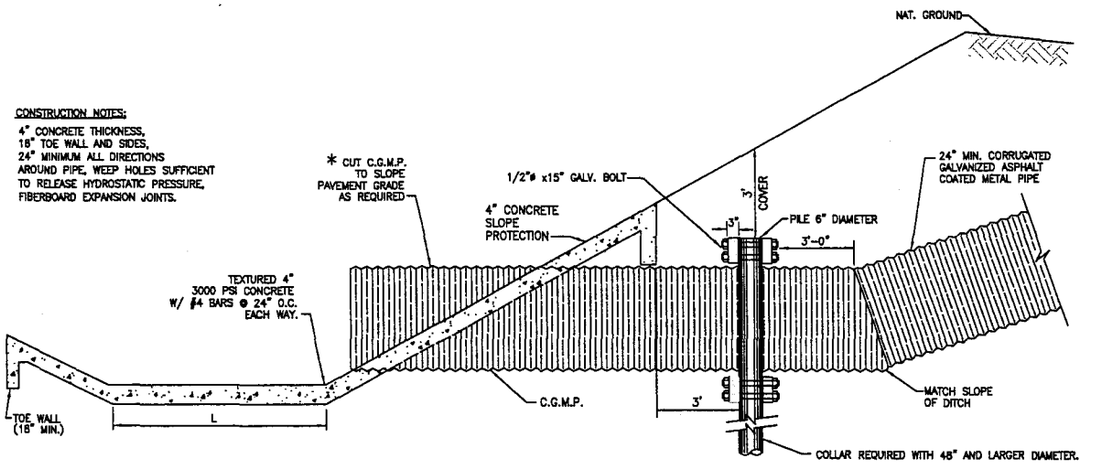
1. ANY PIPE DEFLECTED MORE THAN 2% SHALL BE REJECTED AND REPLACED AT CONTRACTOR'S EXPENSE.
2. INSTALLATION SHALL BE AS PER MANUFACTURER'S RECOMMENDATIONS INCLUDING ITEMS AS DETAILED IN INSTALLATION MANUAL FOR CORRUGATED STEEL DRAINAGE STRUCTURES.

STORM SEWER JOINT WRAP DETAIL

N.T.S.

CONSTRUCTION NOTES:

4" CONCRETE THICKNESS,
18" TOE WALL AND SIDES,
24" MINIMUM ALL DIRECTIONS AROUND PIPE, WEEP HOLES SUFFICIENT TO RELEASE HYDROSTATIC PRESSURE, FIBERBOARD EXPANSION JOINTS.



NOTES:

1. OUTFALL PIPE SHALL BE ASPHALT-COATED, CORRRUGATED, GALVANIZED METAL PIPE. ALUMINIMUM PIPE OR ALUMINIZED COAT IS NOT ALLOWED.
2. STONE RIP RAP IS NOT ALLOWED.
3. SEE GENERAL, C.S.S. AND CONCRETE NOTES.
4. SEE END VIEW DETAIL (THIS SHEET).

TIMBER BENT FOR CORRUGATED METAL PIPE OUTFALL

N.T.S.

STORM SEWER OUTFALL CONSTRUCTION DETAILS

MISSOURI CITY
DEPARTMENT OF PUBLIC WORKS
DAVID L. DORGER, DIRECTOR
SCOTT R. ELMER, P.E. CITY ENGINEER

SEAL:

DESIGN ENGINEER: DATE

CONSTRUCTION PLANS FOR:

JOB No.:
SCALE: AS NOTED
SUBMITTED:
DATE: JANUARY 2003

MC-4-04

SHEET 8 OF 28

PLOT TIME:

CAD FILE PATH:
PLOT DATE:

11 P

RELEASE AUTHORIZATION

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF COMMISSIONERS COURT: *(check one or more documents per project)*

BOND

Number 6478588 Amount $ 141,750.00

Principal Harris Construction Company, Ltd. and Beazer Homes of Texas, L.P.

Surety Safeco Insurance Company of America

BOND RIDER

Number _____ Amount $ _____

LETTER OF CREDIT

Number _____ Amount $ _____

OTHER

Number _____ Amount $ _____

CONSTRUCTION PROJECT (Name or location):

Andover Farms, Section 6

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Mr. Glenn S. Harris
Harris Construction Co.
6602 Guhn Road
Houston, Texas 77040

AGREED:

W. Jesse Hagemann
FORT BEND COUNTY ENGINEER

COMMISSIONER, PRECINCT # 1

COURT APPROVED: 4-7-09 # 11 P
DATE OF RETURN: _____
BY: Sherry Fiar
Deputy County Clerk

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

March 27, 2009

Commissioner Richard Morrison
Fort Bend County Precinct 1
1517 Ransom Road, Suite 300
Richmond, Texas 77469

RE: Andover Farms, Section 6

Dear Commissioner Morrison:

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. The streets, along with their footage lengths; are as follows:

Auburn View Lane	120.00 LF
Hannah Falls Lane	835.85 LF
Monarch Blue Lane	368.56 LF
Blair Field Lane	513.18 LF
Avery Bay Court	78.67 LF
TOTAL:	1,916.26 LF

The current bond is #6478588 in the amount of $141,750.00. Release bond to:

Mr. Glenn S. Harris
Harris Construction Co.
6602 Guhn Road
Houston, Texas 77040

If you should have any questions or need additional information please feel free to call.

Sincerely,

Nathan D. Hatcher
Assistant to County Engineer

NDH/mjs

cc: Mr. Curtis Villarreal, AECOM
Mr. Dinh Ho, Beazer Homes of Texas, LP
Mr. Glen Harris, Harris Construction Co.
Mr. Scott Weighat, FBC Road & Bridge
File

FORT BEND COUNTY CLERK

301 Jackson St., Richmond, TX 77469-3108 (Main)
303 Texas Parkway, Missouri City, TX 77459 (Branch)
(281) 341-8685
www.co.fort-bend.tx.us

DIANNE WILSON
COUNTY CLERK

Admin. Fax (281) 341-8697
Civil Fax (281) 341-4520
Misdemeanor Fax (281) 341-8681
Recording Fax (281) 341-8669

April 13, 2009

NOTIFICATION OF RELEASE OF BOND

A release order has been issued by the Fort Bend County Commissioners Court on April 7, 2009 #11P for the following:

BOND#	6478588	$141,750.00
PRINCIPAL	Harris Construction Company Ltd. and Beazer Homes of Texas LP	
SURETY	Safeco Insurance Company of America	
CONSTRUCTION PROJECT	Andover Farms Section Six	
RELEASE TO	Harris Construction Co. Attn: Glenn Harris 6602 Guhn Road Houston TX 77040	

Information on the issuance and release of this security is on file at the Fort Bend County Clerk's Office. Inquiries should be addressed to Dianne Wilson, Fort Bend County Clerk, 301 Jackson, Richmond, Texas 77469-3108 or call 281-344-3952.

Sherry Fisk
Admin. Services Coord.

cc: Mary Jane Sowa, Fort Bend County Engineering

11 Q

RELEASE AUTHORIZATION

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF COMMISSIONERS COURT: *(check one or more documents per project)*

BOND

Number 6496644 Amount $ 102,421.90

Principal Harris Construction Company, Ltd. and Brushy Lake, L.P.

Surety Safeco Insurance Company of America

BOND RIDER

Number _____ Amount $ _____

LETTER OF CREDIT

Number _____ Amount $ _____

OTHER

Number _____ Amount $ _____

CONSTRUCTION PROJECT (Name or location):

Sienna Village of Shipman's Landing, Sec. 24

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Mr. Glenn S. Harris
Harris Construction Co.
6602 Guhn Road
Houston, Texas 77040

AGREED:

FORT BEND COUNTY ENGINEER

COMMISSIONER, PRECINCT # 1

COURT APPROVED: 4-7-09 # 11Q
DATE OF RETURN: _____
BY: Sherry Fish
Deputy County Clerk

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

March 30, 2009

Commissioner Richard Morrison
Fort Bend County Precinct 1
1517 Ransom Road, Suite 300
Richmond, Texas 77469

RE: Sienna Village of Shipman's Landing, Section 24

Dear Commissioner Morrison:

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. The streets, along with their footage lengths; are as follows:

Celina Knoll	335.41 LF
Crosby Garden	549.78 LF
Carmine Glen	448.64 LF
TOTAL:	1,333.83 LF

The current bond is #6496644 in the amount of $102,421.90. Release bond to:

Mr. Glenn S. Harris
Harris Construction Co.
6602 Guhn Road
Houston, Texas 77040

If you should have any questions or need additional information please feel free to call.

Sincerely,

Nathan D. Hatcher
Assistant to County Engineer

NDH/mjs

cc: Mr. Michael Rusk, LJA Engineering & Surveying, Inc.
Mr. Michael Smith, Sienna/Johnson Development, L.P.
Mr. Glen Harris, Harris Construction Co.
Mr. Scott Weighat, FBC Road & Bridge
File

FORT BEND COUNTY CLERK

301 Jackson St., Richmond, TX 77469-3108 (Main)
303 Texas Parkway, Missouri City, TX 77459 (Branch)
(281) 341-8685
www.co.fort-bend.tx.us

DIANNE WILSON
COUNTY CLERK

Admin. Fax (281) 341-8697
Civil Fax (281) 341-4520
Misdemeanor Fax (281) 341-8681
Recording Fax (281) 341-8669

April 13, 2009

NOTIFICATION OF RELEASE OF BOND

A release order has been issued by the Fort Bend County Commissioners Court on April 7, 2009 #11Q for the following:

BOND#	6496644	$102,421.90
PRINCIPAL	Harris Construction Company Ltd. and Brushy Lake LP	
SURETY	Safeco Insurance Company of America	
CONSTRUCTION PROJECT	Sienna Village of Shipman's Landing Section Twenty-Four	
RELEASE TO	Harris Construction Co. Attn: Glenn Harris 6602 Guhn Road Houston TX 77040	

Information on the issuance and release of this security is on file at the Fort Bend County Clerk's Office. Inquiries should be addressed to Dianne Wilson, Fort Bend County Clerk, 301 Jackson, Richmond, Texas 77469-3108 or call 281-344-3952.

Sherry Fisk

Sherry Fisk
Admin. Services Coord.

cc: Mary Jane Sowa, Fort Bend County Engineering

11 R

RELEASE AUTHORIZATION

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF COMMISSIONERS COURT: *(check one or more documents per project)*

BOND

Number SU5023154 Amount $ 470,820.00

Principal Terrabrook Cinco Ranch Southwest, L.P.

Surety Arch Insurance Company

BOND RIDER

Number _____ Amount $ _____

LETTER OF CREDIT

Number _____ Amount $ _____

OTHER

Number _____ Amount $ _____

CONSTRUCTION PROJECT (Name or location):

Cinco Terrace Drive to Fry Road and Cinco Rose Drive to FM1093 St.Ded.

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Ms. Roxanna Weishuhn
Newland Communities
10235 W. Little York Rd., Suite 300
Houston, Texas 77040

AGREED:

FORT BEND COUNTY ENGINEER

COMMISSIONER, PRECINCT # 3

COURT APPROVED: 4-20-09 # 11 R
DATE OF RETURN: _____
BY: Sherry Fiser
Deputy County Clerk

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

March 31, 2009

Commissioner W.A. "Andy" Meyers
Fort Bend County Precinct 3
1809 Eldrige Road
Sugar Land, Texas 77478

RE: Cinco Terrace Drive to Fry Road and Cinco Rose Drive to FM 1093 St. Ded.

Dear Commissioner Meyers:

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. The streets, along with their footage lengths; are as follows:

Cinco Terrace Drive	3,709.79 LF
Cinco Rose Lane	1,157.04 LF
Parsley Creek Lane	60.00 LF
Juniper Stone Lane	111.11 LF
Salt Creek Lane	68.93 LF
TOTAL:	5,106.87 LF

The current bond is #SU5023154 in the amount of $470,820.00. Release bond to:

Ms. Roxanna Weishuhn
Newland Communities
10235 W. Little York Rd., Suite 300
Houston, Texas 77040

If you should have any questions or need additional information please feel free to call.

Sincerely,

Nathan D. Hatcher
Assistant to County Engineer

NDH/mjs

cc: Mr. Pat Carrigan, AECOM
Mr. Richard Albrecht, Newland Communities
Mr. Phillip Hassell, Hassell Construction
Mr. Scott Weighat, FBC Road & Bridge
File

FORT BEND COUNTY CLERK

301 Jackson St., Richmond, TX 77469-3108 (Main)
303 Texas Parkway, Missouri City, TX 77459 (Branch)
(281) 341-8685
www.co.fort-bend.tx.us

DIANNE WILSON
COUNTY CLERK

Admin. Fax (281) 341-8697
Civil Fax (281) 341-4520
Misdemeanor Fax (281) 341-8681
Recording Fax (281) 341-8669

April 13, 2009

NOTIFICATION OF RELEASE OF BOND

A release order has been issued by the Fort Bend County Commissioners Court on April 7, 2009 #11R for the following:

BOND#	SU5023154 $470,820.00
PRINCIPAL	Terrabrook Cinco Ranch Southwest LP
SURETY	Arch Insurance Company
CONSTRUCTION PROJECT	Cinco Terrace Drive to Fry Road and Cinco Rose Drive to FM 1093 Street Dedication
RELEASE TO	Newland Communities Attn: Roxanna Weishuhn 10235 W. Little York Rd. Suite 300 Houston TX 77040

Information on the issuance and release of this security is on file at the Fort Bend County Clerk's Office. Inquiries should be addressed to Dianne Wilson, Fort Bend County Clerk, 301 Jackson, Richmond, Texas 77469-3108 or call 281-344-3952.

Sherry Fisk

Sherry Fisk
Admin. Services Coord.

cc: Mary Jane Sowa, Fort Bend County Engineering

115

RELEASE AUTHORIZATION

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF COMMISSIONERS COURT: *(check one or more documents per project)*

BOND

Number SU5023582 Amount $ 247,450.00

Principal Terrabrook Cinco Ranch Southwest, L.P.

Surety Arch Insurance Company

BOND RIDER

Number _____ Amount $ _____

LETTER OF CREDIT

Number _____ Amount $ _____

OTHER

Number _____ Amount $ _____

CONSTRUCTION PROJECT (Name or location):

Cinco Ranch Southwest, Sec. 7

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Ms. Roxanna Weishuhn
Newland Communities
10235 W. Little York Rd., Suite 300
Houston, Texas 77040

AGREED:

FORT BEND COUNTY ENGINEER

COMMISSIONER, PRECINCT # 3

COURT APPROVED: 4-7-09 # 115
DATE OF RETURN: _____
BY: Sherry Fish
Deputy County Clerk

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

March 31, 2009

Commissioner W.A. "Andy" Meyers
Fort Bend County Precinct 3
1809 Eldrige Road
Sugar Land, Texas 77478

RE: Cinco Ranch Southwest, Section 7

Dear Commissioner Meyers:

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. The streets, along with their footage lengths; are as follows:

Parsley Creek Lane	146.18 LF
Dill Canyon Lane	467.04 LF
Galena Stone Lane	711.99 LF
Pepper Bend Lane	1,314.03 LF
Chicory Chase Court	446.63 LF
Caper Grove Lane	174.81 LF
TOTAL:	3,260.68 LF

The current bond is #SU5023582 in the amount of $247,450.00. Release bond to:

Ms. Roxanna Weishuhn
Newland Communities
10235 W. Little York Rd., Suite 300
Houston, Texas 77040

If you should have any questions or need additional information please feel free to call.

Sincerely,

Nathan D. Hatcher
Assistant to County Engineer

NDH/mjs

cc: Mr. Pat Carrigan, AECOM
Mr. Richard Albrecht, Newland Communities
Mr. Phillip Hassell, Hassell Construction
Mr. Scott Weighat, FBC Road & Bridge
File

FORT BEND COUNTY CLERK

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DIANNE WILSON
COUNTY CLERK

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Civil Fax (281) 341-4520
Misdemeanor Fax (281) 341-8681
Recording Fax (281) 341-8669

April 13, 2009

NOTIFICATION OF RELEASE OF BOND

A release order has been issued by the Fort Bend County Commissioners Court on April 7, 2009 #11S for the following:

BOND#	SU5023582 $247,450.00
PRINCIPAL	Terrabrook Cinco Ranch Southwest LP
SURETY	Arch Insurance Company
CONSTRUCTION PROJECT	Cinco Ranch Southwest Section 7
RELEASE TO	Newland Communities Attn: Roxanna Weishuhn 10235 W. Little York Rd. Suite 300 Houston TX 77040

Information on the issuance and release of this security is on file at the Fort Bend County Clerk's Office. Inquiries should be addressed to Dianne Wilson, Fort Bend County Clerk, 301 Jackson, Richmond, Texas 77469-3108 or call 281-344-3952.

Sherry Fisk

Sherry Fisk
Admin. Services Coord.

cc: Mary Jane Sowa, Fort Bend County Engineering

11 T

RELEASE AUTHORIZATION

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF COMMISSIONERS COURT: *(check one or more documents per project)*

BOND

Number SU5023583 Amount $ 341,390.00

Principal Terrabrook Cinco Ranch Southwest, L.P.

Surety Arch Insurance Company

BOND RIDER

Number _____ Amount $ _____

LETTER OF CREDIT

Number _____ Amount $ _____

OTHER

Number _____ Amount $ _____

CONSTRUCTION PROJECT (Name or location):

Cinco Ranch Southwest, Sec. 8

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Ms. Roxanna Weishuhn
Newland Communities
10235 W. Little York Rd., Suite 300
Houston, Texas 77040

AGREED:

FORT BEND COUNTY ENGINEER

COMMISSIONER, PRECINCT # 3

COURT APPROVED: 4-7-09 # 11 T
DATE OF RETURN: _____
BY: Sherry Fiva
Deputy County Clerk

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

March 31, 2009

Commissioner W.A. "Andy" Meyers
Fort Bend County Precinct 3
1809 Eldrige Road
Sugar Land, Texas 77478

RE: Cinco Ranch Southwest, Section 8

Dear Commissioner Meyers:

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. The streets, along with their footage lengths; are as follows:

Juniper Stone Lane	1,225.39 LF
Lavender Mist Lane	692.51 LF
Summer Savory Lane	1,181.33 LF
Basil Field Court	111.98 LF
Rosemary Hill Lane	596.84 LF
Caper Grove Lane	213.94 LF
Primrose Springs Lane	529.12 LF
TOTAL:	4,551.11 LF

The current bond is #SU5023583 in the amount of $341,390.00. Release bond to:

Ms. Roxanna Weishuhn
Newland Communities
10235 W. Little York Rd., Suite 300
Houston, Texas 77040

If you should have any questions or need additional information please feel free to call.

Sincerely,

Nathan D. Hatcher
Assistant to County Engineer

NDH/mjs

cc: Mr. Pat Carrigan, AECOM
Mr. Richard Albrecht, Newland Communities
Mr. Phillip Hassell, Hassell Construction
Mr. Scott Weighat, FBC Road & Bridge
File

FORT BEND COUNTY CLERK

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DIANNE WILSON
COUNTY CLERK

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Civil Fax (281) 341-4520
Misdemeanor Fax (281) 341-8681
Recording Fax (281) 341-8669

April 13, 2009

NOTIFICATION OF RELEASE OF BOND

A release order has been issued by the Fort Bend County Commissioners Court on April 7, 2009 #11T for the following:

BOND#	SU5023583 $341,390.00
PRINCIPAL	Terrabrook Cinco Ranch Southwest LP
SURETY	Arch Insurance Company
CONSTRUCTION PROJECT	Cinco Ranch Southwest Section 8
RELEASE TO	Newland Communities Attn: Roxanna Weishuhn 10235 W. Little York Rd. Suite 300 Houston TX 77040

Information on the issuance and release of this security is on file at the Fort Bend County Clerk's Office. Inquiries should be addressed to Dianne Wilson, Fort Bend County Clerk, 301 Jackson, Richmond, Texas 77469-3108 or call 281-344-3952.

Sherry Fisk

Sherry Fisk
Admin. Services Coord.

cc: Mary Jane Sowa, Fort Bend County Engineering

114

RELEASE AUTHORIZATION

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF COMMISSIONERS COURT: *(check one or more documents per project)*

BOND

Number SU5024036 Amount $ 328,650.00

Principal Terrabrook Cinco Ranch Southwest, L.P.

Surety Arch Insurance Company

BOND RIDER

Number _____ Amount $ _____

LETTER OF CREDIT

Number _____ Amount $ _____

OTHER

Number _____ Amount $ _____

CONSTRUCTION PROJECT (Name or location):

Cinco Ranch Southwest, Sec. 12

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Ms. Roxanna Weishuhn
Newland Communities
10235 W. Little York Rd., Suite 300
Houston, Texas 77040

AGREED:

W. Jesse Hagemann
FORT BEND COUNTY ENGINEER

COMMISSIONER, PRECINCT # 3

COURT APPROVED: 4-7-09 # 114
DATE OF RETURN: _____
BY: Sherry Fish
Deputy County Clerk

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

March 31, 2009

Commissioner W.A. "Andy" Meyers
Fort Bend County Precinct 3
1809 Eldrige Road
Sugar Land, Texas 77478

RE: Cinco Ranch Southwest, Section 12

Dear Commissioner Meyers:

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. The streets, along with their footage lengths; are as follows:

Garnet Stone Lane	672.90 LF
Sapphire Hill Lane	817.04 LF
Amethyst Arbor Lane	1,280.08 LF
Jade Clover Lane	409.88 LF
Blue Opal Lane	423.17 LF
Pearl Creek Lane	268.57 LF
Fremont Manor Lane	427.57 LF
Ruby Red Lane	143.62 LF
TOTAL:	4,442.83 LF

The current bond is #SU5024036 in the amount of $328,650.00. Release bond to:

Ms. Roxanna Weishuhn
Newland Communities
10235 W. Little York Rd., Suite 300
Houston, Texas 77040

If you should have any questions or need additional information please feel free to call.

Sincerely,

Nathan D. Hatcher
Assistant to County Engineer

NDH/mjs

cc: Mr. Pat Carrigan, AECOM
Mr. Richard Albrecht, Newland Communities
Mr. Phillip Hassell, Hassell Construction
Mr. Scott Weighat, FBC Road & Bridge
File

FORT BEND COUNTY CLERK

301 Jackson St., Richmond, TX 77469-3108 (Main)
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DIANNE WILSON
COUNTY CLERK

Admin. Fax (281) 341-8697
Civil Fax (281) 341-4520
Misdemeanor Fax (281) 341-8681
Recording Fax (281) 341-8669

April 13, 2009

NOTIFICATION OF RELEASE OF BOND

A release order has been issued by the Fort Bend County Commissioners Court on April 7, 2009 #11U for the following:

BOND#	SU5024036 $328,650.00
PRINCIPAL	Terrabrook Cinco Ranch Southwest LP
SURETY	Arch Insurance Company
CONSTRUCTION PROJECT	Cinco Ranch Southwest Section 12
RELEASE TO	Newland Communities Attn: Roxanna Weishuhn 10235 W. Little York Rd. Suite 300 Houston TX 77040

Information on the issuance and release of this security is on file at the Fort Bend County Clerk's Office. Inquiries should be addressed to Dianne Wilson, Fort Bend County Clerk, 301 Jackson, Richmond, Texas 77469-3108 or call 281-344-3952.

Sherry Fisk

Sherry Fisk
Admin. Services Coord.

cc: Mary Jane Sowa, Fort Bend County Engineering

11V

RELEASE AUTHORIZATION

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF COMMISSIONERS COURT: *(check one or more documents per project)*

BOND

Number SU5023614 Amount $ 312,340.00

Principal Terrabrook Cinco Ranch Southwest, L.P.

Surety Arch Insurance Company

BOND RIDER

Number _____ Amount $ _____

LETTER OF CREDIT

Number _____ Amount $ _____

OTHER

Number _____ Amount $ _____

CONSTRUCTION PROJECT (Name or location):

Cinco Ranch Southwest, Sec. 13

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Ms. Roxanna Weishuhn
Newland Communities
10235 W. Little York Rd., Suite 300
Houston, Texas 77040

AGREED:

FORT BEND COUNTY ENGINEER

COMMISSIONER, PRECINCT # 3

COURT APPROVED: 4-7-09 # 11V
DATE OF RETURN: _____
BY: Sherry Fish
Deputy County Clerk

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

March 31, 2009

Commissioner W.A. "Andy" Meyers
Fort Bend County Precinct 3
1809 Eldrige Road
Sugar Land, Texas 77478

RE: Cinco Ranch Southwest, Section 13

Dear Commissioner Meyers:

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. The streets, along with their footage lengths; are as follows:

Topaz Oaks Lane	82.28 LF
East Amber Bluff Lane	638.91 LF
West Amber Bluff Lane	574.54 LF
Gemstone Cove Court	386.12 LF
Crystal Leaf Lane	1,088.43 LF
Cherry Quartz Court	370.02 LF
Ruby Red Lane	615.52 LF
TOTAL:	3,755.82 LF

The current bond is #SU5023614 in the amount of $312,340.00. Release bond to:

Ms. Roxanna Weishuhn
Newland Communities
10235 W. Little York Rd., Suite 300
Houston, Texas 77040

If you should have any questions or need additional information please feel free to call.

Sincerely,

Nathan D. Hatcher
Assistant to County Engineer

NDH/mjs

cc: Mr. Pat Carrigan, AECOM
Mr. Richard Albrecht, Newland Communities
Mr. Phillip Hassell, Hassell Construction
Mr. Scott Weighat, FBC Road & Bridge
File

FORT BEND COUNTY CLERK

301 Jackson St., Richmond, TX 77469-3108 (Main)
303 Texas Parkway, Missouri City, TX 77459 (Branch)
(281) 341-8685
www.co.fort-bend.tx.us

DIANNE WILSON
COUNTY CLERK

Admin. Fax (281) 341-8697
Civil Fax (281) 341-4520
Misdemeanor Fax (281) 341-8681
Recording Fax (281) 341-8669

April 13, 2009

NOTIFICATION OF RELEASE OF BOND

A release order has been issued by the Fort Bend County Commissioners Court on April 7, 2009 #11V for the following:

BOND#	SU5023614 $312,340.00
PRINCIPAL	Terrabrook Cinco Ranch Southwest LP
SURETY	Arch Insurance Company
CONSTRUCTION PROJECT	Cinco Ranch Southwest Section 13
RELEASE TO	Newland Communities Attn: Roxanna Weishuhn 10235 W. Little York Rd. Suite 300 Houston TX 77040

Information on the issuance and release of this security is on file at the Fort Bend County Clerk's Office. Inquiries should be addressed to Dianne Wilson, Fort Bend County Clerk, 301 Jackson, Richmond, Texas 77469-3108 or call 281-344-3952.

Sherry Fisk

Sherry Fisk
Admin. Services Coord.

cc: Mary Jane Sowa, Fort Bend County Engineering

11 W

RELEASE AUTHORIZATION

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF COMMISSIONERS COURT: *(check one or more documents per project)*

BOND

Number SU5024013 Amount $ 433,440.00

Principal Terrabrook Cinco Ranch Southwest, L.P.

Surety Arch Insurance Company

BOND RIDER

Number _____ Amount $ _____

LETTER OF CREDIT

Number _____ Amount $ _____

OTHER

Number _____ Amount $ _____

CONSTRUCTION PROJECT (Name or location):

Cinco Ranch Southwest, Sec. 15

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Ms. Roxanna Weishuhn
Newland Communities
10235 W. Little York Rd., Suite 300
Houston, Texas 77040

AGREED:

FORT BEND COUNTY ENGINEER

COMMISSIONER, PRECINCT # 3

COURT APPROVED: 4-7-09 # 11 W
DATE OF RETURN: _____
BY: Sherry Fish
Deputy County Clerk

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

March 31, 2009

Commissioner W.A. "Andy" Meyers
Fort Bend County Precinct 3
1809 Eldrige Road
Sugar Land, Texas 77478

RE: Cinco Ranch Southwest, Section 15

Dear Commissioner Meyers:

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. The streets, along with their footage lengths; are as follows:

Ginger Gables Lane	965.06 LF
Lavender Bend Lane	209.11 LF
Cedardale Falls Drive	922.79 LF
Savory Springs Lane	775.83 LF
Pepper Hollow Lane	888.51 LF
Salt Creek Lane	954.29 LF
Basil View Lane	813.66 LF
Preston Oaks Drive	150.54 LF
TOTAL:	5,679.79 LF

The current bond is #SU5024013 in the amount of $433,440.00. Release bond to:

Ms. Roxanna Weishuhn
Newland Communities
10235 W. Little York Rd., Suite 300
Houston, Texas 77040

If you should have any questions or need additional information please feel free to call.

Sincerely,

Nathan D. Hatcher
Assistant to County Engineer

NDH/mjs

cc: Mr. Pat Carrigan, AECOM
Mr. Richard Albrecht, Newland Communities
Mr. Phillip Hassell, Hassell Construction
Mr. Scott Weighat, FBC Road & Bridge
File

FORT BEND COUNTY CLERK

301 Jackson St., Richmond, TX 77469-3108 (Main)
303 Texas Parkway, Missouri City, TX 77459 (Branch)
(281) 341-8685
www.co.fort-bend.tx.us

DIANNE WILSON
COUNTY CLERK

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Civil Fax (281) 341-4520
Misdemeanor Fax (281) 341-8681
Recording Fax (281) 341-8669

April 13, 2009

NOTIFICATION OF RELEASE OF BOND

A release order has been issued by the Fort Bend County Commissioners Court on April 7, 2009 #11W for the following:

BOND#	SU5024013 $433,440.00
PRINCIPAL	Terrabrook Cinco Ranch Southwest LP
SURETY	Arch Insurance Company
CONSTRUCTION PROJECT	Cinco Ranch Southwest Section 15
RELEASE TO	Newland Communities Attn: Roxanna Weishuhn 10235 W. Little York Rd. Suite 300 Houston TX 77040

Information on the issuance and release of this security is on file at the Fort Bend County Clerk's Office. Inquiries should be addressed to Dianne Wilson, Fort Bend County Clerk, 301 Jackson, Richmond, Texas 77469-3108 or call 281-344-3952.

Sherry Fisk

Sherry Fisk
Admin. Services Coord.

cc: Mary Jane Sowa, Fort Bend County Engineering

11X

RELEASE AUTHORIZATION

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF COMMISSIONERS COURT: *(check one or more documents per project)*

BOND

Number SU5024059 Amount $ 443,940.00

Principal Terrabrook Cinco Ranch Southwest, L.P.

Surety Arch Insurance Company

BOND RIDER

Number _____ Amount $ _____

LETTER OF CREDIT

Number _____ Amount $ _____

OTHER

Number _____ Amount $ _____

CONSTRUCTION PROJECT (Name or location):

Cinco Ranch Southwest, Sec. 20

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Ms. Roxanna Weishuhn
Newland Communities
10235 W. Little York Rd., Suite 300
Houston, Texas 77040

AGREED:

FORT BEND COUNTY ENGINEER

COMMISSIONER, PRECINCT # 3

COURT APPROVED: 4-7-09 # 11X
DATE OF RETURN: _____
BY: Sherry Fish
Deputy County Clerk

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

March 31, 2009

Commissioner W.A. "Andy" Meyers
Fort Bend County Precinct 3
1809 Eldrige Road
Sugar Land, Texas 77478

RE: Cinco Ranch Southwest, Section 20

Dear Commissioner Meyers:

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. The streets, along with their footage lengths; are as follows:

Springwood Lake Drive	1,235.76 LF
Oakton Springs Drive	729.55 LF
Madison Falls Lane	719.26 LF
Pipestone Glen Lane	772.77 LF
Greenwell Springs Lane	610.75 LF
Ellerbe Springs Lane	555.25 LF
Winding Glen Lane	966.07 LF
Pierrmont Court	227.80 LF
Wildoak Glen Lane	331.78 LF
TOTAL:	6,148.99 LF

The current bond is #SU5024059 in the amount of $443,940.00. Release bond to:

Ms. Roxanna Weishuhn
Newland Communities
10235 W. Little York Rd., Suite 300
Houston, Texas 77040

If you should have any questions or need additional information please feel free to call.

Sincerely,

Nathan D. Hatcher
Assistant to County Engineer

NDH/mjs

cc: Mr. Pat Carrigan, AECOM
Mr. Richard Albrecht, Newland Communities
Mr. Phillip Hassell, Hassell Construction
Mr. Scott Weighat, FBC Road & Bridge
File

FORT BEND COUNTY CLERK

301 Jackson St., Richmond, TX 77469-3108 (Main)
303 Texas Parkway, Missouri City, TX 77459 (Branch)
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www.co.fort-bend.tx.us

DIANNE WILSON
COUNTY CLERK

Admin. Fax (281) 341-8697
Civil Fax (281) 341-4520
Misdemeanor Fax (281) 341-8681
Recording Fax (281) 341-8669

April 13, 2009

NOTIFICATION OF RELEASE OF BOND

A release order has been issued by the Fort Bend County Commissioners Court on April 7, 2009 #11X for the following:

BOND#	SU5024059 $443,940.00
PRINCIPAL	Terrabrook Cinco Ranch Southwest LP
SURETY	Arch Insurance Company
CONSTRUCTION PROJECT	Cinco Ranch Southwest Section 20
RELEASE TO	Newland Communities Attn: Roxanna Weishuhn 10235 W. Little York Rd. Suite 300 Houston TX 77040

Information on the issuance and release of this security is on file at the Fort Bend County Clerk's Office. Inquiries should be addressed to Dianne Wilson, Fort Bend County Clerk, 301 Jackson, Richmond, Texas 77469-3108 or call 281-344-3952.

Sherry Fisk

Sherry Fisk
Admin. Services Coord.

cc: Mary Jane Sowa, Fort Bend County Engineering

11Y

RELEASE AUTHORIZATION

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF COMMISSIONERS COURT: *(check one or more documents per project)*

BOND

Number SU5023942 Amount $ 126,070.00

Principal Terrabrook Cinco Ranch Southwest, L.P.

Surety Arch Insurance Company

BOND RIDER

Number _____ Amount $ _____

LETTER OF CREDIT

Number _____ Amount $ _____

OTHER

Number _____ Amount $ _____

CONSTRUCTION PROJECT (Name or location):

Cinco Ranch Southwest, Sec. 22

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Ms. Roxanna Weishuhn
Newland Communities
10235 W. Little York Rd., Suite 300
Houston, Texas 77040

AGREED:

W. Jane Hagemann
FORT BEND COUNTY ENGINEER

COMMISSIONER, PRECINCT # 3

COURT APPROVED: 4-7-09 # 11Y
DATE OF RETURN: _____
BY: Sherry Fish
Deputy County Clerk

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

March 31, 2009

Commissioner W.A. "Andy" Meyers
Fort Bend County Precinct 3
1809 Eldrige Road
Sugar Land, Texas 77478

RE: Cinco Ranch Southwest, Section 22

Dear Commissioner Meyers:

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. The streets, along with their footage lengths; are as follows:

Cinco Ranch Boulevard 175.68 LF

The current bond is #SU5023942 in the amount of $126,070.00. Release bond to:

Ms. Roxanna Weishuhn
Newland Communities
10235 W. Little York Rd., Suite 300
Houston, Texas 77040

If you should have any questions or need additional information please feel free to call.

Sincerely,

Nathan D. Hatcher
Assistant to County Engineer

NDH/mjs

cc: Mr. Pat Carrigan, AECOM
Mr. Richard Albrecht, Newland Communities
Mr. Phillip Hassell, Hassell Construction
Mr. Scott Weighat, FBC Road & Bridge
File

FORT BEND COUNTY CLERK

301 Jackson St., Richmond, TX 77469-3108 (Main)
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(281) 341-8685
www.co.fort-bend.tx.us

DIANNE WILSON
COUNTY CLERK

Admin. Fax (281) 341-8697
Civil Fax (281) 341-4520
Misdemeanor Fax (281) 341-8681
Recording Fax (281) 341-8669

April 13, 2009

NOTIFICATION OF RELEASE OF BOND

A release order has been issued by the Fort Bend County Commissioners Court on April 7, 2009 #11Y for the following:

BOND#	SU5023942 $126,070.00
PRINCIPAL	Terrabrook Cinco Ranch Southwest LP
SURETY	Arch Insurance Company
CONSTRUCTION PROJECT	Cinco Ranch Southwest Section 22
RELEASE TO	Newland Communities Attn: Roxanna Weishuhn 10235 W. Little York Rd. Suite 300 Houston TX 77040

Information on the issuance and release of this security is on file at the Fort Bend County Clerk's Office. Inquiries should be addressed to Dianne Wilson, Fort Bend County Clerk, 301 Jackson, Richmond, Texas 77469-3108 or call 281-344-3952.

Sherry Fisk

Sherry Fisk
Admin. Services Coord.

cc: Mary Jane Sowa, Fort Bend County Engineering

112

RELEASE AUTHORIZATION

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF COMMISSIONERS COURT: *(check one or more documents per project)*

BOND

Number SU5024346 Amount $ 249,760.00

Principal Terrabrook Cinco Ranch Southwest, L.P.

Surety Arch Insurance Company

BOND RIDER

Number _____ Amount $ _____

LETTER OF CREDIT

Number _____ Amount $ _____

OTHER

Number _____ Amount $ _____

CONSTRUCTION PROJECT (Name or location):

Cinco Ranch Southwest, Sec. 24

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Ms. Roxanna Weishuhn
Newland Communities
10235 W. Little York Rd., Suite 300
Houston, Texas 77040

AGREED:

FORT BEND COUNTY ENGINEER

COMMISSIONER, PRECINCT # 3

COURT APPROVED: 4-7-09 # 112
DATE OF RETURN: _____
BY: Sherry Fiebig
Deputy County Clerk

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

March 31, 2009

Commissioner W.A. "Andy" Meyers
Fort Bend County Precinct 3
1809 Eldrige Road
Sugar Land, Texas 77478

RE: Cinco Ranch Southwest, Section 24

Dear Commissioner Meyers:

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. The streets, along with their footage lengths; are as follows:

Terrace Sage Lane	513.23 LF
Gatewood Manor Drive	969.26 LF
Upland Ridge Lane	259.15 LF
Emderwood Falls Drive	906.26 LF
Appleberry Drive	160.00 LF
TOTAL:	2,807.90 LF

The current bond is #SU5024346 in the amount of $249,760.00. Release bond to:

Ms. Roxanna Weishuhn
Newland Communities
10235 W. Little York Rd., Suite 300
Houston, Texas 77040

If you should have any questions or need additional information please feel free to call.

Sincerely,

Nathan D. Hatcher
Assistant to County Engineer

NDH/mjs

cc: Mr. Pat Carrigan, AECOM
Mr. Richard Albrecht, Newland Communities
Mr. Phillip Hassell, Hassell Construction
Mr. Scott Weighat, FBC Road & Bridge
File

FORT BEND COUNTY CLERK

301 Jackson St., Richmond, TX 77469-3108 (Main)
303 Texas Parkway, Missouri City, TX 77459 (Branch)
(281) 341-8685
www.co.fort-bend.tx.us

DIANNE WILSON
COUNTY CLERK

Admin. Fax (281) 341-8697
Civil Fax (281) 341-4520
Misdemeanor Fax (281) 341-8681
Recording Fax (281) 341-8669

April 13, 2009

NOTIFICATION OF RELEASE OF BOND

A release order has been issued by the Fort Bend County Commissioners Court on April 7, 2009 #11Z for the following:

BOND#	SU5024346 $249,760.00
PRINCIPAL	Terrabrook Cinco Ranch Southwest LP
SURETY	Arch Insurance Company
CONSTRUCTION PROJECT	Cinco Ranch Southwest Section 24
RELEASE TO	Newland Communities Attn: Roxanna Weishuhn 10235 W. Little York Rd. Suite 300 Houston TX 77040

Information on the issuance and release of this security is on file at the Fort Bend County Clerk's Office. Inquiries should be addressed to Dianne Wilson, Fort Bend County Clerk, 301 Jackson, Richmond, Texas 77469-3108 or call 281-344-3952.

Sherry Fisk

Sherry Fisk
Admin. Services Coord.

cc: Mary Jane Sowa, Fort Bend County Engineering

11 AA

Plat: Shops at Bella Terra,Sec4

Frost

Post Office Box 1600
San Antonio, Texas 78296-1600

March 19, 2009

LETTER OF AMENDMENT NO. 1

RE: OUR IRREVOCABLE STANDBY CREDIT
LETTER OF CREDIT NO. 25935-SA
DATED March 26, 2008

Fort Bend County Judge Robert E. Hebert
or his successors in office
301 Jackson Street
Richmond, Texas 77469

Gentlemen:

In accordance with instructions received from MRPL Retail Partners, Ltd., 3003 W. Alabama, Houston, Texas 77098 the captioned Credit issued in your favor is amended as follows:

1). Expiration date is extended to March 26, 2010.

All other terms and conditions remain unchanged.

As this letter is to be considered a part of the aforementioned credit instrument, it should be attached thereto.

Cordially yours,

JCL/rao

John C. Lack, Sr. Vice President

A subsidiary of Cullen/Frost Bankers, Inc. NYSE Symbol: CFR.

12A

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: April 1, 2009 **Submitted By:** Laura Dougherty
Department: Facilities Management & Planning
Court Agenda Date: April 7, 2009 **Phone Number:** 281-633-7017

SUMMARY OF ITEM:
Approve Invoice # 09-02-034, in the amount of $2,908.00, from Kelly Kaluza for Professional Services rendered for the Jail Expansion.

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☒ NO ☐

List Supporting Documents Attached: Invoice

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDING SOURCE: **Accounting Unit:** 732418888 **Account Number:**
Activity (If Applicable): P418B-06JAILEXP

DESCRIPTION OF LAWSON ACCOUNT: Jail Expansion Project

Instructions to submit Agenda Request Form:
- **Completely fill out agenda form: incomplete forms will not be processed.**
- **Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.**
- **All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.**

DISTRIBUTION:
Original Form Submitted with back up to County Judge's Office ☐ **(✓ when completed)**
If by E-Mail to ospindon@co.fort-bend.tx.us **If by Fax to (281) 341-8609**
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☒	Auditor	(281-341-3774)	☒	Comm. Pct. 1	(281-342-0587)
☒	Budget Officer	(281-344-3954)	☒	Comm. Pct. 2	(281-403-8009)
☒	Facilities/Planning	(281-633-7022)	☒	Comm. Pct. 3	(281-242-9060)
☒	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☒	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☐	Other:		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify): Please Approve

KELLY R. KALUZA & ASSOCIATES, INC.

Consulting Engineers & Surveyors
3014 Avenue I, Rosenberg, Texas 77471
(281) 341-0808 ■ FAX (281) 341-6333

PO # 27756
R # 560660

INVOICE

Invoice No. 09-02-034
Terms: Net 30 Days

March 16, 2009

Mr. Donald G. Brady
Fort Bend County Facilities Management/Planning Director
1402 Band Rd, Suite 100
Rosenberg, Texas 77471

RE: Engineering and Survey Services conducted for Jail Expansion.

Prepare plan and profile drawing of communication conduct from jail to Gus George Academy including crossing of Ransom Road; Coordinate plan with Owner and County Consultants.

Field Party (3 Men) - 4.0 Hours @ $120.00/Hour =	$	480.00
Project Engineer - 12.0 Hours @ $120.00/Hour =	$	1,440.00
Survey Technician - 1.0 Hours @ $70.00/Hour =	$	70.00
AutoCAD Drafting - 15.0 Hours @ $60.00/Hour =	$	900.00
Reproduction -	$	18.00
Total Amount Due =	**$**	**2,908.00**

THANK YOU!

12B

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: April 1, 2009	**Submitted By:** Laura Dougherty
	Department: Facilities Management & Planning
Court Agenda Date: April 7, 2009	**Phone Number:** 281-633-7017

SUMMARY OF ITEM:
Approve Invoice # UT1000110915 in the amount of $4,351.86, from Bob Barker Company, Inc. for FF&E costs associated with the Jail Expansion.

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

List Supporting Documents Attached: Invoice

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDING SOURCE: **Accounting Unit:** 732418888 **Account Number:**
Activity (If Applicable): P418B-06JAILEXP

DESCRIPTION OF LAWSON ACCOUNT: Jail Expansion Project

Instructions to submit Agenda Request Form:
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☒	Facilities/Planning	(281-633-7022)	☒	Comm. Pct. 3	(281-242-9060)
☒	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☒	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☐	Other:		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify): Please Approve

AS PER ORIGINAL

INVOICE FM90247

PO # 27081
R # 56575

Invoice Date: 02/27/2009
Invoice Number: UT1000110915
Order Number: UT1000084945
Customer Code: FTBTX1

Bob Barker Company, Inc.
PO Box 934785, Atlanta GA 31193-4785
phone (800) 235-8586 fax (888) 772-0252

Bill To: Ft Bend Cnty Sher Dept
1410 Ransom Rd
Richmond, TX 77469-3617
Phone: (281) 342-3411 Fax: (281) 341-4638
US

Ship To: Ft Bend Cnty Sher Dept
1410 Ransom Rd
Richmond, TX 77469-3617
Phone: (281) 342-3411 Fax: (281) 341-4638
US

Sales Agent	PO Number	Shipped Via	Terms	Due Date
AM4	27081		NET	02/27/2009

Item Code	Shipped Qty	Backord Qty	U/M	Unit Price	Amount
ZSS452775 Sealed Safe Detention Mattress	54	0	EA	$80.59	$4,351.86

Coordinate delivery with Lt Quam at 281-341-4669

OK TO PAY

TX Sales Tax License: 1-56-1553062-6

Subtotal	$4,351.86
Taxes	$0.00
Other	$0.00
Freight	$0.00
Payment	$0.00
Total Due	$4,351.86

Effective immediately, please change the remittance address for Bob Barker Company, Inc. to:

Bob Barker Company, Inc.
PO Box 934785
Atlanta, GA 31193-4785

If you submit Wire Transfer or ACH payments our account information remains unchanged.

Customer Code	Invoice Date	Invoice Number	PO Number	Invoice Amount

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: March 25, 2009	**Submitted By: Linda Barnes**
	Department: Fire Marshal's Office
Court Agenda Date: April 7, 2009	**Phone Number: 281-238-1505**

SUMMARY OF ITEM: Record into Minutes the Bond cancellation for Investigator John O. Villarreal as of Friday, March 13, 2009.

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

List Supporting Documents Attached: *Copy of Bond 599274*

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDNG SOURCE: Accounting Unit:100543100 Account Number: 63000
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:

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☒	Facilities/Planning	(281-633-7022)	☒	Comm. Pct. 3	(281-242-9060)
☒	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☒	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☒	Other:		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify): Please return original bond to Fire Marshal's Office.

BOND 2008054932
3 PGS

Merchants Bonding Company (Mutual)
HOME OFFICE
2100 FLEUR DRIVE
DES MOINES, IA 50321-1158
(515) 243-8171 • (512) 243-0344 FAX

AUSTIN OFFICE
P.O. BOX 26720
AUSTIN, TX 78755-0720
(512) 343-9033 • (512) 343-8363 FAX

TX 599274

OFFICIAL BOND AND OATH

THE STATE OF TEXAS
County of Fort Bend

KNOW ALL PERSONS BY THESE PRESENTS:

That we, John Villarreal, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto[1] Fort Bend County, his/her successors in office, in the sum of[2] two thousand & 00/xx ($ 2,000.00) DOLLARS, for the payment of which we
(Not valid if filled in for more than $25,000.00)
hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 12th day of May 2008, duly appointed (Elected - Appointed) to the office of Investigator/Inspector Fire in and for[3] Fort Bend County in the State of Texas, for a term of 1 year(s) commencing on the 12th day of May 2009.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required by law as the aforesaid officer, and shall[4] faithfully preform his duties.

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 12th day of May 2008

MERCHANTS BONDING CO. (Mutual)

By: Audrey Williams
AUDREY WILLIAMS, Assistant Vice President.

Principal

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS
County of FORT BEND

Before me, LINDA BARNES, a Notary Public, on this day personally appeared JOHN VILLARREAL known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

LINDA BARNES NOTARY PUBLIC SEAL STATE OF TEXAS EXPIRES 8-26-2010

Given under my hand and seal of office, at 230-B LEGION DRIVE, RICHMOND, TX
this 13TH day of MAY, 2008.

FORT BEND County, Texas.

PO 0138 TX (7/08)

ccm 5-2008 #15

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or witholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____, _____.

_____

SEAL _____ County, Texas.

OATH OF OFFICE
(General)

I, JOHN VILLARREAL, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of INVESTIGATOR/INSPECTOR of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or witholding a vote at the election at which I was elected. So help me God.

Signed _____

Sworn to and subscribed before me at 230-B LEGION DRIVE, RICHMOND, Texas, this 13TH day of MAY, 2008.

_____

SEAL FORT BEND County, Texas.

THE STATE OF TEXAS
County of FORT BEND

The foregoing bond of John Villarreal as Investigator/Inspector in and for Fort Bend County and State of Texas, this day approved in open Commissioner's Court.

ATTEST: _____ County Clerk
County Court Fort Bend County

Date May 20, 2008
_____ County Judge,
Fort Bend County, Texas

THE STATE OF TEXAS
County of _____

I, _____, County Clerk, in and for said County, do hereby certifiy that the foregoing Bond dated the _____ day of _____, _____, with its certificates of authentication, was filed for record in my office the _____ day of _____, _____, at _____ o'clock ___ M., and duly recorded the _____ day of _____, _____, at _____ o'clock ___ M., in the Records of Official Bonds of said County in Volume _____, on page _____.

WITNESS my hand and seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

_____ Clerk

By _____ Deputy

County Court _____ County

Ret
Fort Bend County Clerk
Attn: Bond File

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dianne Wilson

2008 May 21 03:24 PM 2008054932

DA $0.00

Dianne Wilson COUNTY CLERK

FT BEND COUNTY TEXAS

FORT BEND COUNTY FY 2009
AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: March 30, 2009	**Submitted By: Kent Edwards**
	Department: Human Resources
Court Agenda Date: April 7, 2009	**Phone Number: 281-341-8631**

SUMMARY OF ITEM: Approve payment of Military Supplemental Pay for employee of the Sheriffs Office called to Involuntary Active Duty. Position # 5601-0550 $10, 020.19.

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

List Supporting Documents Attached: *Memo to court*

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

DESCRIPTION OF LAWSOM ACCOUNT: _____ _____

Instructions to submit Agenda Request Form:

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Original Form Submitted with back up to County Judge's Office x (✓ when completed)
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x	Budget Officer	(281-344-3954)	x	Comm. Pct. 2	(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	x	Comm. Pct. 3	(281-242-9060)
☐	Purchasing Agent	(281-341-8642)	x	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	x	County Clerk	(281-341-8697)
x	Other: Treasurers (Payroll)		x	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

HUMAN RESOURCES DEPARTMENT
FORT BEND COUNTY, TEXAS

Kent M. Edwards, PHR
Director of Human Resources

TO: Judge Robert Hebert
Commissioner Richard Morrison
Commissioner Grady Prestage
Commissioner Andy Meyers
Commissioner James Patterson

FROM: Kent Edwards

SUBJECT: Commissioners Court Agenda Item
Military Supplemental Pay

DATE: March 30, 2009

Human Resources is submitting the attached agenda request for your consideration. An employee of the Sheriffs Office, Position # 5601-0550, was called to active duty for the period of August 3, 2007 through August 28, 2008, and has submitted a request for supplemental pay. Section 708.07 of the Employee Information Manual provides for supplemental pay as follows:

"If there is a partial or total mobilization of the reserve components of the armed forces of the United States, Commissioners Court reserves the right to supplement, in whole or in part, to the extent monies are available to be appropriated for this purpose, for a period up to twelve months calculated from the date of military activation the federal salary of a full-time employee called to active duty:

- *Who is a member of a reserve component of the armed forces of the United States;*
- *Who is involuntarily called to Active Military Duty;*
- *Who has exhausted the Military, Compensatory and Deferred Time, and Vacation Leave to which the employee is entitled;*
- *Who is not separated from employment because of resignation or termination for any reason that is not a direct consequence of the person's call to Active Military Duty; and*
- *Has not committed a voluntary act that has the effect of adding to the period that the person is subject to Active Military Duty.*

Upon return from active duty, eligible employees will be given the opportunity to submit documents verifying the dates they served active duty and the salary/wages received from the military. Documents will consist of: Orders to Report for Duty, leave and earnings statements for all days claimed, and a separation order showing the last day of duty or like statement.

Reservists who receive a dishonorable or bad conduct discharge are not eligible for this supplement.

The County, upon receipt of proper documentation, will pay the difference between the military basic pay earned and the County salary/wages for any period of time an employee was in unpaid military leave. This pay supplement will be paid in a one-time pay adjustment.

Commissioners Court may discontinue this supplemental pay at any time.

An employee called into active military duty is placed on Military Leave without pay, unless a prior determination by Commissioners Court is made that the County intends to provide supplemental pay or any compensation for active military service in excess of 15 business days (Temporary Military Leave)."

Kent M. Edwards, PHR
Director of Human Resources

We have confirmed that this employee meets all the specified criteria, and has submitted all required documentation to support the request for supplemental pay. An examination of Fort Bend County payroll records finds the employee is eligible to receive $10,020.19 in supplemental pay. This amount was determined by calculating potential earnings with Fort Bend County during 12 months of active duty, and subtracting from that all wages paid by the County and the military during that time period. A schedule of this calculation is attached for your reference.

Human Resources recommends that Commissioners Court approve this employee's request and authorize the payroll department to issue payment for supplemental pay.

Sheriffs Office Employee Position # 5601-0550
Military Supplementary Pay Calculation

Begin Active Duty 8/3/2007
End Active Duty 8/28/2008

COUNTY WAGES								MILITARY WAGES		
		POTENTIAL					ACTUAL		ACTUAL	
Pay Period	Check Date	Hours	Rate	Wages Due	Longevity	LE Certification Pay	Wages Paid *		Wages Paid	Potential Wages less Wages Paid (Co. and Mil.)
7/28-8/10	8/17/2007	**** 48	19.33	927.84	16.15	40.00	967.96			
8/11-8/24	8/31/2007	80	20.78	1,662.40	16.15	40.00	1,730.09	**		
8/25-9/7	9/14/2007	80	20.78	1,662.40	16.15	40.00	1,707.01			
9/8-9/21	9/27/2007	80	20.78	1,662.40	16.15	40.00	1,702.40			
9/22-10/05	10/12/2007	80	20.78	1,662.40	16.15	40.00	1,734.70			
10/06-10/19	10/26/2007	80	21.74	1,739.20	16.15	40.00	2,235.74	***		
10/20-11/02	11/9/2007	80	21.74	1,739.20	16.15	40.00	909.60			
11/03-11/16	11/21/2007	80	21.74	1,739.20	16.15	40.00	0.00			
11/17-11/30	12/7/2007	80	21.74	1,739.20	16.15	40.00	0.00			
12/01-12/14	12/21/2007	80	21.74	1,739.20	16.15	40.00	0.00	per 2007 W2	10,176.48	
12/15-12/28	1/4/2008	80	21.74	1,739.20	16.15	40.00	0.00			
12/29-1/11	1/18/2008	80	21.74	1,739.20	16.15	40.00	0.00			
1/12-1/25	2/1/2008	80	21.74	1,739.20	16.15	40.00	0.00			
1/26-2/08	2/15/2008	80	21.74	1,739.20	16.15	40.00	0.00			
2/09-2/22	2/29/2008	80	21.74	1,739.20	16.15	40.00	0.00			
2/23-3/07	3/14/2008	80	21.74	1,739.20	16.15	40.00	0.00			
3/08-3/21	3/28/2008	80	21.74	1,739.20	16.15	40.00	0.00			
3/22-4/04	4/11/2008	80	21.74	1,739.20	16.15	40.00	0.00			
4/5-4/18	4/25/2008	80	21.74	1,739.20	18.46	40.00	0.00			
4/19-5/02	5/9/2008	80	21.74	1,739.20	18.46	40.00	0.00			
5/03-5/16	5/23/2008	80	21.74	1,739.20	18.46	40.00	0.00			
5/17-5/30	6/6/2008	80	21.74	1,739.20	18.46	40.00	0.00			
5/31-6/13	6/20/2008	80	21.74	1,739.20	18.46	40.00	0.00			
6/14-6/27	7/3/2008	80	21.74	1,739.20	18.46	40.00	0.00			
6/28-7/11	7/18/2008	80	21.74	1,739.20	18.46	40.00	0.00			
7/12-7/25	8/1/2008	80	21.74	1,739.20	18.46	40.00	0.00			
7/26-8/8	8/15/2008	**** 40	21.74	869.60	18.46	40.00	0.00	per 2008 W2	15,322.91	
				$44,970.24	$456.84	$1,080.00	$10,987.50		$25,499.39	$10,020.19

NOTES

* wages paid include payout of vacation, comp time, deferred time and military pay all paid leave was exhausted by the end of October, 2007 and employee was on unpaid military leave for the duration of active duty

** mid-year salary increase effective 8/11/2007

*** fiscal year 2008 increase effective 10/6/2007

**** policy provides for supplemental pay for 12 months from first date of active duty: 8/3/2007 thru 8/3/2008

AGENDA ITEM

15

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: March 30, 2009	Department: Parks/Fairgrounds
Court Agenda Date: April 7, 2009	Phone Number: 281 642 3716.

SUMMARY OF ITEM: Approve Pay Applications for Wellington Electric/ Mustang Park lighting project in the amount of $33,264.00 for electrical services regarding Mustang Park lighting project.

RENEWAL AGREEMENT/APPOINTMENT: YES NO X
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES X NO
List Supporting Documents Attached: Yes

FINANCIAL SUMMARY:

COUNTY JUDGE
RECEIVED
MAR 27 2009

BUDGETED ITEM: YES X NO

FUNDNG SOURCE: Accounting Unit:100687888 Account Number: 64500

REQUIRES AUDITOR TO CERTIFY FUNDS: YES X NO

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms may be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

x	Auditor	(281-341-3774)	x	Comm. Pct. 1	(281-342-0587)
x	Budget Officer	(281-344-3954)	x	Comm. Pct. 2	(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	x	Comm. Pct. 3	(281-242-9060)
x	Purchasing Agent	(281-341-8642)	x	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☐	County Clerk	(281-341-8697)
☐	Other:		x	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

Wellington Electric, Inc.
ELECTRICAL CONTRACTORS
8703 Meadowcroft, Suite 201
Houston, Texas 77063
713/784-5696, 713/784-5697 F

INVOICE

DATE	INVOICE NO.
2/23/2009	21736

PLEASE SHOW THIS NUMBER ON CHECK

BILL TO:

Ft. Bend County
ATTN: Mike Davis
Director of Parks & Recreation
301 Jackson St.
Richmond,TX 77469

P.O. NO.	TERMS	PROJECT
27500	NET 15 DAYS	30908 - Mustang Park

DESCRIPTION	AMOUNT
SOQ 09-022 - Mustang Park Lighting and Power - Progress Billing - 16% Completion through 02/25/09. Labor: $6,912.00 Material: $4,608.00 Bond: $1,440.00	12,960.00
10% retainage to be billed after job is complete and approved.	-1,296.00
[redacted]	

Thank you for your business!

TOTAL $11,664.00

Wellington Electric, Inc.
ELECTRICAL CONTRACTORS
8703 Meadowcroft, Suite 201
Houston, Texas 77063
713/784-5696, 713/784-5697 F

INVOICE

DATE	INVOICE NO.
3/25/2009	21790

PLEASE SHOW THIS NUMBER ON CHECK

BILL TO:

Ft. Bend County
ATTN: Mike Davis
Director of Parks & Recreation
301 Jackson St.
Richmond,TX 77469

P.O. NO.	TERMS	PROJECT
	NET 15 DAYS	30908 - Mustang Park

DESCRIPTION	AMOUNT
SOQ 09-022 - Mustang Park Lighting and Power - Progress Billing - 42% Completion through 03/25/09. Labor: $4,500.00 Material: $19,500.00	24,000.00
10% retainage to be billed after job is complete and approved.	-2,400.00
Thank you for your business!	**TOTAL** $21,600.00

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

16

Date Submitted:	**Submitted By:**
	Department: Sheriff
Court Agenda Date: 4/7/2009	**Phone Number:**

SUMMARY OF ITEM:

SHERIFF'S OFFICE: Ratify travel by *FBI Agent Richard Rennison* to Panama City, Panama, March 26-28, 2009, and authorize reimbursement of expenses for extradition of prisoner back to Fort Bend County. (Fund: Sheriff, Enforcement, Travel)

NOTE: County requested FBI to accompany Sheriff's Detective to Panama, and therefore request reimbursement for his travel and expenses.

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: _____

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☐	Facilities/Planning	(281-633-7022)	☐	Comm. Pct. 3	(281-242-9060)
☐	Purchasing Agent	(281-341-8642)	☐	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☐	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

AS PER ORIGINAL

17 A-6

Office of County Purchasing Agent
Gilbert D. Jalomo, Jr., CPPB

4520 Reading Road
Rosenberg TX 77471

Office (281) 341-8640
Fax (281) 341-8645

TO: Office of the County Judge
Fort Bend County, Texas

FROM: Gilbert Jalomo
County Purchasing Agent

SUBJECT: Agenda Items – Commissioners Court on April 7, 2009

Consent Agenda:

1. Authorize advertising for bids/proposals/statements of qualifications for the following:

   a. Summer food program;
   b. Fuel treatment program;
   c. Security fencing at Rosenberg Annex;
   d. Moving service for various departments;
   e. Design/Build renovations at Jane Long Annex;
   f. Third party credit card company for Transportation.

6. Authorize advertising for Program Manager for Construction of Justice Center.

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

18A

RETURN TO: AGENDA COORD.-COUNTY JUDGE'S OFFICE

DATE SUBMITTED: April 1, 2009

SUBMITTED BY: Patsy Schultz, RTA
DEPARTMENT: Tax Assessor /Collector

AGENDA DATE: April 7, 2009

PHONE NO.: 281-341-3735

SUMMARY OF ITEM: 2009 Destruction List – Recycle Tax office documentation per State Archives Retention Schedule

RENEWAL CONTRACT/AGREEMENT: YES ( ) NO ( )

REVIEWED BY COUNTY ATTORNEY'S OFFICE YES ( ) NO ( )

LIST SUPPORTING DOCUMENTS ATTACHED: Destruction list

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDING SOURCE: FUND:_____AGENCY_____ORGANIZATION:_____OBJECT:_____

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☐

Original Form Submitted with back up to County Judge's Office: (x)
If by E-Mail to ospindon@co.fort-bend.tx.us **If by fax to (281-341-8609**
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

(x) Auditor	(281-341-3774)	(x) Comm. Pct. 1	(281-342-0587)
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(x) County Attorney	(281-341-4557)	(x) Comm. Pct. 3	(281-242-9060)
( ) Purchasing Agent	(281-341-8642)	(x) Comm. Pct. 4	(281-980-9077)
(x) County Clerk	(281-341-8697)	( ) Facilities/Planning	(281-633-7022)

Instructions for submitting an Agenda Request:

1. Completely fill out agenda form, incomplete forms will not be processed.
2. Email, Fax or inter-office copies of agenda form with all back up information by Wednesday at 2:00 p.m. to Departments listed above.
3. All original back-up must be received in the County Judges Office by 2:00 p.m. on Wednesday.

RECOMMENDATION / ACTION REQUESTED:

Please list on consent agenda
Record in the minutes the disposal of years 1984 – 2008 Tax Certificates, Entity documentation, Return mail, Tax Receipts, Miscellaneous correspondence as per State Archive Retention Schedule of destruction for the office of Patsy Schultz

UPDATED 03/31/2009						
BOX#	YEAR			SHELF#	RETENTION NUMBER AND YRS TO KEEP IN INVENTORY	DESTRUCTION DATE
360	1985-1992	A	**1985-1992 ARCOLA - BOX C**/ CORRESPONDENCE	FILE CABINET B	3000-12 2 YRS AV	12/31/1994
360	1992	A	**DEC 1992** RETURNED MAIL	FILE CABINET B	2975-09 1 YR AFTER RETURN AV	12/31/1993
360	1991	A	**1989-1990** RECEIPTS & CORRESPONDENCE	FILE CABINET B	3000-16 4 YRS AV	12/31/1994
360	1985-1987	A	**12-85** THRU **12-87** RECEIPT BOOK **#1/ 12-87** RECEIPT BOOK **#2**	FILE CABINET B	1025-28 6 YRS AV	12/31/1993
360	1991	A	**1991** JAN & FEB COPIES-DEPOSIT RECEIPTS	FILE CABINET B	1025-28 6 YRS AV	12/31/1997
360	1989-1990	A	**1989-1990** DAILY LISTING TAXES PD **12-89** TO **12-90**/ DELINQUENT TAX NOTICES	FILE CABINET B	3000-09 2 YRS AV	12/31/1992
360	1992	A	**1992** CITY OF ARCOLA-**1992** RECPTS (DATE ORDER)/ DUPLICATE STMTS/ RETURNED STMTS/MISC CORRESPONDENCE	FILE CABINET B	3000-12 2 YRS AV	12/31/1994
360	1988	A	**1988** CITY OF ARCOLA- RETURNED MAIL	FILE CABINET B	2975-09 1 YR AFTER RETURN AV	12/31/1989
360	1988-1989	A	**1988-1989** CITY OF ARCOLA-OFFICE COPIES DLQ STMTS	FILE CABINET B	2975-09 1 YR AFTER RETURN AV	12/31/1990
360	1988-1989	A	**1988-1989** CITY OF ARCOLA-CORRESPONDENCE FROM TABLE	FILE CABINET B	3000-12 2 YRS AV	12/31/1991
360	1991	A	**1991** CITY OF ARCOLA-DUPLICATE STMTS/ RETURNED MAIL/ MISC CORR FROM TABLE	FILE CABINET B	2975-09 1 YR AFTER RETURN AV	12/31/1992
360	1991	A	**1991** CITY OF ARCOLA-PAID RECEIPTS (DEPOSIT DATE ORDER)/ DEPOSIT BOOK	FILE CABINET B	1025-28 6 YRS AV	12/31/1997
360	1993	A	**1993** CITY OF ARCOLA-AND BACKYRS-PAID RECEIPTS DEPOSIT 94-0001 THRU 94-0094	FILE CABINET B	1025-28 6 YRS AV	12/31/1999
360	1993	A	**1993** CITY OF ARCOLA-RETURNED STATEMENTS	FILE CABINET B	2975-09 1 YR AFTER RETURN AV	12/31/1994
360	1986-1993	A	**1986-1993** CITY OF ARCOLA-CHANGE FORMS VARIOUS YRS/ MISC CORRESPONDENCE FROM TABLE	FILE CABINET B	3000-12 2 YRS AV	12/31/1995
362	1993-1994	A	**1993-1994** ARCOLA-CORRESPONDENCE	FILE CABINET B	3000-12 2 YRS AV	12/31/1996
362	1984-1985	A	**1984-1985** ARCOLA- **1985** TAX RECEIPTS IN NOTEBOOKS (TABLE)/ **1984** TAX RECEIPTS/ **1984** DLNQ TAX RECEIPTS	FILE CABINET B	3000-16 4 YRS AV	12/31/1989
362	1984	A	**1984** ARCOLA-MISC. CORRESPONDENCE	FILE CABINET B	3000-12 2 YRS AV	12/31/1986
362	1984	A	**1984** ARCOLA DEPOSIT BOOKS	FILE CABINET B	1025-28 6 YRS AV	12/31/1990
363	1992	A	**1992** RECEIPTS/DUPLICATE PAYMENTS/RETURNED STATEMENTS/MISCELLANEOUS CORRESPONDENCE	FILE CABINET B	3000-12 2 YRS AV	12/31/1994
1370	2006-PRIOR	RSH	**2006-PRIOR** SYSTEM CORRECTION FOLDERS **01/03/2006 thru 02/28/2006**	27	3000-02 3 YRS	2/28/2009
1371	2006-PRIOR	RSH	**2006-PRIOR** SYSTEM CORRECTION FOLDERS **03/01/2006 thru 03/31/2006**	27	3000-02 3 YRS	3/31/2009
1397	2006	RSH	**2006 Dinq Stmt P O Rtnd w/out address** 12/15/06, 12/27/06, 01/23/07, 02/05/07, 02/20-02/21/07, 02/26/07, 03/02/07, 03/06/07, 03/12/07, ,03/19/07, 03/20-03/21/07,03/27/07, 04/02/07, 04/09/07, 04/12-04/13/07, 04/18/07, 04/20/07, 04/23/07, 04/26/07, 05/03/07, 05/14/07, 05/21/07, 06/11/07, 06/15/07, 06/18-06/20/07, 06/25/07, 06/28/07, 07/05-07/06/07,07/09/07, 07/12-07/13/07, 07/16-07/17/07, 07/20/07, 07/23/07, 07/25/07, 07/27/07, 07/30-07/31/07, 08/02/07, 08/08-08/09/07, 08/13/07, 08/27/07, 09/13/07, 10/12/07	5	2975-09 1 YR	10/12/2008
1488	2005		**2005** TRACKING TAPES	DeAnn's desk	1025-27 FE + 3 YRS AV	12/31/2008
1493	2005	COL	**2005** QUARTERLY AGREEMENTS **M-Z**	28	3000-07 AV	12/31/2008
1494	2005	COL	**2005** QUARTERLY AGREEMENTS **A-L**	28	3000-07 AV	12/31/2008
1497	2005	COL	**2005** MORTGAGE PROCESSING (ZC Sterling, Fidelity, Countrywide, Landamerica, Colonial, FARETS/Wells Fargo)	DeAnn's desk	3000-16 FE +3 YRS	12/31/2008
1509	2006	COL	**2006** QUARTERLY AGREEMENTS Box 1 of 2	28	3000-07 AV	
1510	2006	COL	**2006** QUARTERLY AGREEMENTS Box 2 of 2	28	3000-07 AV	
1559	2007	RSH	**2007 TAX STMTS PO RTND WITH NO ADDRESS COMPLETED** 11/13/07, 11/26/07, 11/30/07, 12/3-12/07/07, 12/10/07, 12/12/07,12/14/07, 12/17/07, 12/19/07, 12/21/07, 12/26/07, 12/28/07, 12/31/07, 01/02/08, 01/04/08, 01/07/08, 01/11/08, 01/14-01/16/08, 01/22-01/23/08, 01/25/08, 01/28/08, 01/30/08, 02/01/08, 02/04-02/06/08, 02/11-02/12/08, 02/14/08, 02/27-02/28/08, 03/03-03/05/08, 03/12/08	10	3000-09 1 YR AFT RTN	3/12/2009
1560	2007	RSH	**2007 TAX RCPTS PO RTND WITH ADDRESS & NO ADDRESS COMPLETED** 03/03-03/04/08, 03/06-03/07/08, 03/10-03/13/08, 03/17-03/20/08, 03/24-03/25/08, 03/27-03/28/08, 03/31-04/04/08/ **2007** DELQ TAX STMTS PO RTND WITH ADDRESS & NO ADDRESS COMPLETED 12/14/07, 01/16/08, 01/31/08, 02/11-02/12/08, 02/19/08, 02/27-02/28/08, 03/03/08, 03/12-03/13/08, 03/17/08, 03/25/08, 03/27/08 **(Combined boxes 1560 & 1572)**	10	3000-09 1 YR AFT RTN	4/4/2009
1561	2007	RSH	**2007 TAX RECEIPTS** 02/01/08, 02/04-02/05/08, 02/07-02/08/08, 02/11-02/15/08, 02/18-02/21/08, 02/25-02/27/08, 02/29/08	10	3000-09 1 YR AFT RTN	02/29/2009
1562	2007	RSH	**2007 FEBRUARY REMINDER-PO RTND W/ NO ADDRESS COMPLETED** 02/25-02/29/2008	10	3000-09 1 YR AFT RTN	02/29/2009
1563	2007	RSH	**2007 FEBRUARY REMINDER-PO RTND W/ NO ADDRESS COMPLETED** 03/03-03/04/08	10	3000-09 1 YR AFT RTN	3/4/2009
1564	2007	RSH	**2007 TAX RECEIPTS PO RTND WITH NO ADDRESS COMPLETED** 11/01/07, 11/03/07, 11/16/07, 11/19/07, 11/26-11/30/07, 12/03/07, 12/05-12/07/07, 12/10-12/13/07, 12/17-12/21/07, 12/26-12/28/07, 12/31/07, 01/02-01/04/08, 01/06-01/11/08, 01/14-01/18/08, 01/22-01/23/08, 01/25/08, 01/28-01/31/08/ **2007** TAX STMTS PO RTND WITH ADDRESS COMPLETED 11/09/07, 11/13/07, 11/19/07, 11/26/07, 12/07/07, 12/19/07, 12/21/07, 01/14/08, 01/22/08, 01/28/08 **(Combined boxes 1564 & 1573)**	DeAnn's desk	3000-09 1 YR AFT RTN	1/31/2009
1565	2007	RSH	**2007 FEBRUARY REMINDER-PO RTND W/ NO ADDRESS COMPLETED** 03/05-03/07/08, 03/10-03/14/08, 03/17-03/20/08, 03/24-03/25/08, 03/27-03/28/08, 03/31-04/04/08	10	3000-09 1 YR AFT RTN	4/4/2009
1566	2007	RSH	**2007 FEBRUARY REMINDER-PO RTND W/ ADDRESS COMPLETED** 02/25/08, 02/27-02/29/08, 03/03-03/06/08, 03/10-03/12/08, 03/17/08, 03/25/08, 03/27-03/28/08, 03/31/08, 04/02/08	10	3000-09 1 YR AFT RTN	4/2/2009

UPDATED 03/31/2009

BOX#	YEAR			SHELF#	RETENTION NUMBER AND YRS TO KEEP IN INVENTORY	DESTRUCTION DATE
1567	2007	RSH	12/31/07, 01/02-01/04/08, 01/06-01/08/08, 01/10-01/11/08, 01/13-01/16/08, 01/18/08, 01/22-01/25/08, 01/28/08, 01/30-02/01/08, 02/04-02/06/08, 02/08/08, 02/11-02/12/08, 02/14/08, 02/18-02/19/08, 02/25/08, 02/27-02/28/08, 03/03-03/06/08, 03/13/08, 03/17/08, 03/24-03/25/08, 03/28/08, 03/31-04/01/08, 04/03-04/04/08	10	3000-09 1 YR AFT RTN	4/4/2009
1568	2007	RSH	**2007 PROPERTY TAX REMINDER NOTICE-NOT MAILED-BAD ADDRESSES** 02/27/2008/ PRIOR TAX YEARS, MISCELLANEOUS, RETURN MAIL 10/18-10/19/07, 10/22/07, 10/29-11/02/07, 11/05-11/07/07, 11/10/07, 11/13-11/15/07, 11/19/07, 11/26/07, 12/04/07, 12/17/07, 12/20/07, 01/03/08, 01/07-01/08/08, 01/14/08, 01/16/08, 02/04-02/05/08, 02/12/08, 02/25-02/26/08, 03/04/08, 03/24/08, 03/26/08, 03/31-04/03/08 **(Combined boxes 1568 & 1574)**	14	3000-09 1 YR AFT RTN	4/3/2009
1569	2007	RSH	**2007 1st MAILER-PO RTND W/ ADDRESS COMPLETED** 11/19/07, 11/21/07, 11/26-11/30/07, 12/03/07, 12/06-12/07/07, 12/10/07, 12/12-12/13/07, 12/17/07, 12/19/07, 12/21/07, 12/26/07, 12/28/07, 01/07/08, 03/03/08, 03/27/08, 04/03/08	10	3000-09 1 YR AFT RTN	4/3/2009
1575	2007	RSH	**2007 1st MAILER PO RTND W/ NO ADDRESS COMPLETED** 11/26-11/30/07, 01/04/08, 01/07/08, 02/11/08, 02/18/08, 02/27-02/28/08, 03/03/08, 03/05/08, 03/11/08	10	3000-09 1 YR AFT RTN	3/11/2009
1639	2007	RSH	**2007-PRIOR** LOCKBOX ENVELOPES **A-Z** No Names or Addresses/Address Only/ Names & Addresses **02/19/08-03/03/08**	14	3000-09 1 YR AFT RTN	3/3/2009
1678	2008-PRIOR	RSH	**2008-PRIOR** LOCKBOX ENVELOPES-SORTED BY NUMBER STAMP **03/04/2008-03/31/2008**	5	3000-09 1 YR AFT RTN	3/31/2009
1730	2005	RSH	**01/01/2005-07/31/2005** RESEARCH WORK PENDING SHEETS	Yolanda's desk	1000-26 2 YRS AV	12/31/2007
1731	2006	RSH	**01/01/2006-12/31/2006** RESEARCH WORK PENDING SHEETS	Yolanda's desk	1000-26 2YRS AV	12/31/2008
1732	2004	RSH	**01/01/2004-12/31/2004** DEPOSIT PROOF SUMMARY (TAX CERTIFICATES)	Yolanda's desk	3000-10 2 YRS	12/31/2006
1733	2005	RSH	**01/01/2005-12/31/2005** DEPOSIT PROOF SUMMARY (TAX CERTIFICATES)	Yolanda's desk	3000-10 2 YRS	12/31/2007
1734	2006	RSH	**01/01/2006-12/31/2006** DEPOSIT PROOF SUMMARY (TAX CERTIFICATES)	Yolanda's desk	3000-10 2 YRS	12/31/2008
1835	2007	RSH	**2007** LOCKBOX ENVELOPES A-Z W/ ADDRESS & W/O ADDRESS **09/04-09/27/2007 & 10/01-10/31/2007**	Found in mailroom	3000-09 1 YR	10/31/2008

UPDATED 03/31/2009			DESTSRUCTION LIST FOR CC APPROVAL ON 04/07/09			
BOX#	**YEAR**			**SHELF#**	**RETENTION NUMBER AND YRS**	**DESTRUCTION**
686	1993-1997	C	**1993-1997** CORRESPONDENCE--C.C. AGENDA & MINUTES (RICHTER) BOX 1	Storage rolling cart	1000-26 2 YRS AV	12/31/1999
798	1998	COL	**1998** KISD PAYMENT PLANS FROM ESCROW MONEY **(SEE ENCLOSED LIST IN BOX FOR DETAILS)**	28	3000-16 FE+7 YRS	1/31/2007
800	1997	M	**1997** SUPPLEMENT BALANCING TOTALS CURRENT YRS & BACKYRS	17	3000-02 3 YRS AV	DESTROY
936	1993 THRU 1997	M	**1993-1997** SUPPLEMENT BALANCING; ADJUSTED HISTORY TOTALS	14	3000-02 3 YRS AV	DESTROY
1055	1996-1998	COL	**1996 THRU 1998** WARRANTS, FORECLOSURE & TAX RESALES **(Continued to box 1714)**	6	3000-19 AV	DESTROY
1083	2001-2002	COL	**2001-2002** FBC PYMT AGMNT (DEFAULT) **(A-R)**	6	3000-07 AV	DESTROY
1085	2001-2002	COL	**2001-2002** FBC PYMT AGMNT (DEFAULT) **(S-Z)/2001** O/A & D/A	6	3000-07 AV	DESTROY
1086	2001-2002	COL	**2001-2002** CLOSED PYMT PLAN AGMTS FBC, CITY OF ROSENBERG & STAFFORD MSD	6	3000-07 AV	DESTROY
1156	1996-1998	M	**1996-1998** SUPP BALANCING RPTS- ADJ HIST TOTALS **1998** SUPP #20-35, **1997** SUPP #29-44,**1996** SUPP #25-36	16	3000-02 3 YRS AV	DESTROY
1315	2004-2005	RSH	**2004 & 2005** WAIVERS APPROVED & DENIED	7	3000-17 FE+ 3 YRS	12/31/2008
1319	2002-2005	RSH	**2002-2005** CLOSED PRC FOR ACT 7.0 **10/1/02 - 4/30/05**	3	5800-05 AV	DESTROY
1714	1996-1998	COL	**1996 THRU 1998** WARRANTS, FORECLOSURE & TAX RESALES **(Continued from box 1055)**	6	3000-19 AV	DESTROY
1715	2002-2003	COL	**2002-2003 N-Z** PYMT PLAN (CLOSED) FBC, CITY OF ROSENBERG, NEEDVILLE ISD, STAFFORD MSD, MEADOWS **07/2002-07/2003**	6	3000-07 AV	DESTROY
1716	2002-2003	COL	**2002-2003 N-Z** PYMT PLAN (CLOSED) CITY OF ROSENBERG, NEEDVILLE ISD, STAFFORD MSD **04/2002-04/2003**	6	3000-07 AV	DESTROY
1778	1986-1989	RSH	**1986-1989** LISTING OF ALL ERRORS (SUPPLEMENTS)	11	3000-02 3 YRS AV	DESTROY
703	1996	M	1996 SUPPLEMENT BALANCING	28	3000-02- 3 YRS AV	DESTROY

COUNTY TAX ASSESSOR / COLLECTOR

Fort Bend County, Texas

Patsy Schultz. RTA
County Tax Assessor/Collector
500 Liberty Street, Suite 101
Richmond, TX 77469

Ph (281) 341-3710
Fax (281) 341-9267
www.fortbendcountygov.com

March 26, 2009

Attn: Karen Stell

Re: Request to destroy deposit folders

Please destroy Docu-data box # 423 thru 621. The boxes contain individual folders with daily transactions and other tax documentation from each business day. The boxes have been scanned by The Windward Group to view images electronically on Papervision.

Thank you,

Roxann Ganey

Roxann Ganey
Tax Research Department

FORT BEND COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, SEX, RELIGION, AGE OR DISABILITY IN EMPLOYMENT OR THE PROVISION OF SERVICES.

DEPARTMENT TAX OFFICE DEPT # 3 DATE 4/30/2008

"MISCELLANEOUS" (Title/Ext Forms)	
QTY	DESCRIPTION
4	Disabled scanned/imaged RTS/TXDOT applications 1994-2005
2	Title Hearing 1993-2003
1	Overnight Express Delivery copies 2008
1	Monthly Hwy Fees 1998-2006
1	TX AG Young Farmer Refund Receipts 2000-2006

18 B

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: March 25, 2009 **Submitted By: Karen Stell**
Department: Tax
Court Agenda Date: April 7, 2009 **Phone Number: 281-341-3723**

SUMMARY OF ITEM: Approve over $500.00 – Refunds $ 26,573.24

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: Incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☒	Auditor	(281-341-3774)	☒	Comm. Pct. 1	(281-342-0687)
☒	Budget Officer	(281-344-3864)	☒	Comm. Pct. 2	(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	☒	Comm. Pct. 3	(281-242-8060)
☐	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4626)	☒	County Clerk	(281-341-8697)
☐	Other:		☒	County Attny	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Approve & record in the minute's tax payment refunds in the amount of $ 26,573.24 for the office of Patsy Schultz.

Special Handling Requested (specify):

PATSY SCHULTZ
FORT BEND COUNTY TAX ASSESSOR COLLECTOR

Commissioners Court Agenda Date: 4/7/2009		Page One		
Submit Date: 03/24/2009				
Account Number	Owner	Refund Amount	Reason	Precinct #
8126-03-005-0220-907	Chase Home Finance	$ 4,691.25	Duplicate	1118
2704-01-002-0050-907	Chase Home Finance	$ 3,000.00	Duplicate	2061
6672-01-003-0300-907	Chase Home Finance	$ 2,950.39	Duplicate	4064
7550-05-012-0300-907	Chase Home Finance	$ 4,860.81	Duplicate	3009
3183-01-001-0150-901	Chase Home Finance	$ 8,174.64	Duplicate	3057
5734-01-001-0060-901	Chase Home Finance	$ 2,896.15	Duplicate	3083
		$ 26,573.24		

FROM :TAX
FAX NO. :2812383348
Mar. 25 2009 08:54AM P2

AGENDA ITEM

18C

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: March 31, 2009	**Submitted By: Karen Stell**
	Department: Tax
Court Agenda Date: April 7, 2009	**Phone Number: 281-341-3723**

SUMMARY OF ITEM: Approve over $500.00 – Refunds $ 37,406.90

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

List Supporting Documents Attached:

RECEIVED
APR 01 2009

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:

- **Completely fill out agenda form: incomplete forms will not be processed.**
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☒	Budget Officer	(281-344-3954)	☒	Comm. Pct. 2	(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	☒	Comm. Pct. 3	(281-242-9060)
☐	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☐	Other:		☒	County Attny	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Approve & record in the minute's tax payment refunds in the amount of $ 37,406.90 for the office of Patsy Schultz.

Special Handling Requested (specify):

PATSY SCHULTZ
FORT BEND COUNTY TAX ASSESSOR COLLECTOR

Commissioners Court	Agenda Date: 4/7/2009		Page One	
Submit Date: 03/31/2009				
Account Number	Owner	Refund Amount	Reason	Precinct #
8126-03-005-0220-907	Chase Home Finance	$ 4,691.25	Duplicate	1118
3183-01-001-0150-901	Chase Home Finance	$ 8,174.64	Duplicate	3057
5734-01-001-0060-901	Chase Home Finance	$ 2,896.15	Duplicate	3083
2420-03-004-0010-907	Chan Mary Y	$ 4,992.16	Duplicate	4129
0151-00-000-0100-907	Partin Land Holdings LLC	$ 5,110.70	Duplicate	4126
9650-12-002-0260-907	Wells Fargo Home Mortgage	$ 3,602.02	Overpayment	3086
2221-02-002-0310-907	Mortgage Services	$ 4,890.37	Duplicate	4125
8502-00-003-0890-907	James B Nutter & Company	$ 3,049.61	Duplicate	4126
		$ 37,406.90		

AGENDA ITEM

19A

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 04/01/2009	**Submitted By:**
	Department: County Judge
Court Agenda Date: 04/07/2009	**Phone Number: 281-341-8608**

SUMMARY OF ITEM:

Discuss and consider taking action on a Resolution requesting Fort Bend County's State Legislative Delegation to co-author House Joint Resolution 84 to prohibit unfunded mandates on Counties.

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

List Supporting Documents Attached: ***Draft Resolution to be distributed April 2, 2009.***

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: **Accounting Unit:** **Account Number:**
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:

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If by E-Mail to ospindon@co.fort-bend.tx.us **If by Fax to (281) 341-8609**
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☐	Purchasing Agent	(281-341-8642)	☐	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☐	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

4-13-09 copy received

FORT BEND COUNTY, TEXAS

RESOLUTION REQUESTING SUPPORT OF HJR 84 A CONSTITUTIONAL AMENDMENT PROHIBITING UNFUNDED MANDATES ON TEXAS COUNTIES

On this day the Commissioners Court, sitting as the governing body of Fort Bend County, Texas, at a regular meeting, a motion was made, seconded, and duly passed to support the following resolution.

WHEREAS, Fort Bend County faces increased demand for services due to its rapid population growth, and

WHEREAS, many county government programs are fully or partially supported with funds disbursed by the State of Texas pursuant to the state appropriations process, and

WHEREAS, the State of Texas, acting through the Texas Legislature or through a state agency or executive order may enact laws or issue orders that have the unintended consequences of imposing mandatory unfunded financial obligations upon Texas counties, and

WHEREAS, Texas counties cannot conduct reliable financial planning and budgeting under circumstances where the state mandates programs that are not fully funded, or withdraws existing funding for county government programs without removing the counties obligation to perform, and

WHERAS, Fort Bend County finds that this resolution serves a public purpose, and

WHEREAS, State Representative Garnet Coleman has introduced House Joint Resolution 84, an Amendment to the Texas Constitution to prohibit state unfunded mandates on counties.

NOW, THEREFORE, BE IT RESOLVED that Fort Bend County requests its legislative delegation, State Representatives Dora Olivo, Charlie Howard, and Dr. John Zerwas and State Senators Joan Huffman, Glenn Hegar, and Rodney Ellis to co-author and/or support the passage of HJR 84 a constitutional amendment that would prohibit the imposition of a mandatory governmental program on Texas counties unless approved by 2/3 majority vote by members of each house.

APPROVED this 7th day of April, 2009.

Robert E. Hebert, County Judge

Richard Morrison, Commissioner, Pct. 1

Grady Prestage, Commissioner, Pct. 2

W.A. "Andy" Meyers, Commissioner, Pct. 3

James Patterson, Commissioner, Pct. 4

AFFIRMED:

Dianne Wilson, County Clerk

AGENDA ITEM 19B

DD4

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 4/2/2009

Court Agenda Date: 4/7/2009

Submitted By:
Department: County Judge
Phone Number: 281-341-8608

SUMMARY OF ITEM: Take all appropriate action on request by The Archaeological Conservancy for archeological site property tax exemption for five properties located in Missouri City for tax year 2009.

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

List Supporting Documents Attached: *Correspondence from the Conversancy*

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:

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☑	Information Technology	(281-341-4526)	☑	County Clerk	(281-341-8697)
☐	Other:		☑	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

Apr 2 2009 15:22 P.01
Fax:2813418609

The Archaeological Conservancy

5301 Central Avenue NE, Suite 902
Albuquerque, New Mexico 87108-1517
(505) 266-1540

February 20, 2008

Patsy Schultz
Fort Bend Co Gen
500 Liberty St.
Richmond, Texas 77469-3500

Re: G01 Fort Bend Co Gen
Application for Historic or Archeological Site Property Tax Exemption
2605-01-000-0041-907 (R197553)
2605-05-000-0042-907 (R203466)
2605-05-000-0041-907 (R203467)
2605-01-000-0051-907 (R197552)
0077-00-000-1516-907 (R197554)

Dear Ms. Schultz:

Enclosed are the 2009 applications for historic or archeological site property tax exemptions for five properties owned by The Archaeological Conservancy. Also enclosed is a copy of City of Missouri City Ordinance No. O-98-31 and a copy of the recorded Texas Historical Commission document establishing the properties as State Archaeological Landmarks. Applications are being submitted concurrently to CAD Fort Bend Central Appraisal District, S07 Fort Bend ISD, J07 Houston Com Col, C09 City of Missouri City, M96 Forth Bend MUD 46, G01 Fort Bend Co Gen, D01 Fort Bend Drng, and F01 Fort Bend Co LFRC. Please let me know if you need additional information.

Thank you.

Sincerely,

James B. Walker
Southwest Regional Director

FEC MAR - 2 2009 TAX

Apr 2 2009 15:22 Fax:2813418609 CO JUDGE BOB HEBERT P.02

NOTICE OF DESIGNATION

AS A STATE ARCHAEOLOGICAL LANDMARK

STATE OF TEXAS

COUNTY OF FORT BEND

KNOWN ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the Texas Historical Commission (hereinafter called "the Commission"), a duly constituted agency of the State of Texas, under the authority of Sec. 191.001 et sequitur of the Texas Natural Resources Code, has on the 24th day of April, 1998, designated as a State Archaeological Landmark the following described real property located in Fort Bend County, Texas, to wit:

Three tracts of land located within the Elijah Roark League, Abstract No. 77, Fort Bend County, Texas more particularly described in a Special Warranty Deed from Colony Bay Limited to The Archaeological Conservancy, dated November 16, 1995, recorded as document number FBC 9574793, Fort Bend County Deed Records, (for further information see complete metes and bounds survey) and

WHEREAS, such designation imposes certain restrictions on the use of said land under the provisions of Chapter 191, Texas Natural Resources Code, to wit, such land may not be taken, altered, damaged, destroyed, salvaged, or excavated without a permit from the Commission,

NOW THEREFORE, be it known that the above-described real property is a State Archaeological Landmark and shall be held, sold, and conveyed subject to the restrictions placed upon it by law as so designated, which restrictions shall run with the land and shall be binding on all parties having any right, title or interest in or to the above-designated property or any part thereof, and to their heirs, successors, and assigns.

SIGNED this 3rd day of June, 1998.

John L. Nau, III
Chairman, Texas Historical Commission

Apr 2 2009 15:22 P.04

STATE OF TEXAS

COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, personally appeared this day John L. Nau III, known to me to be the person whose signature is affixed to the foregoing instrument and who after being duly sworn, state that he signed the above document in the capacity and for the purposes therein stated and that all matters contained therein are true and correct.

Veronica Twomey

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS THE 3rd DAY OF June, 1998, to certify which witness my hand and official seal.

Veronica Twomey
SIGNATURE

Veronica Twomey
PRINTED NAME

VERONICA TWOMEY
Notary Public, State of Texas
My Commission Expires 1-23-99

NOTARY PUBLIC IN AND FOR
STATE OF TEXAS
COUNTY OF TRAVIS

My Commission Expires: January 23 1999

Ret.
The Archaeological Conservancy
Attn: Mr. Jim Walker
5301 Central Ave NE #1218
Albuquerque, NM 87108-1517

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

02:19 PM 9846927
$13.00
DIANNE O'FLAIN, COUNTY CLERK
FORT BEND COUNTY, TEXAS

Apr 2 2009 15:22 P.05
Fax:2813418609

ORDINANCE NO. O-98-31

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS, DESIGNATING CERTAIN PROPERTIES OWNED BY THE ARCHAEOLOGICAL CONSERVANCY OF ALBUQUERQUE, NEW MEXICO, AS STATE ARCHAEOLOGICAL LANDMARKS, DESIGNATING SUCH PROPERTIES AS STATE ARCHAEOLOGICAL LANDMARKS THAT ARE IN NEED OF TAX RELIEF TO ENCOURAGE THEIR PRESERVATION; DESCRIBING THE PROPERTY UPON WHICH SUCH ARCHAEOLOGICAL LANDMARKS ARE SITUATED; EXEMPTING ONE HUNDRED PERCENT (100%) OF THE VALUE OF SUCH ARCHAEOLOGICAL LANDMARKS FROM THE CITY OF MISSOURI CITY AD VALOREM TAXATION UNTIL OTHERWISE RESCINDED; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

* * * * *

WHEREAS, certain properties owned by The Archaeological Conservancy of Albuquerque, New Mexico located in the City of Missouri City and more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes, were designated as State Archaeological Landmarks by the Texas Historical Commission on April, 24, 1998; and

WHEREAS, such properties are archaeologically significant sites that are in need of tax relief to encourage their preservation, and

WHEREAS, Section 11.24 of the Texas Tax Code authorizes the City of Missouri City to exempt from property taxation one hundred percent (100%) of the value of such archaeological properties; now, therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS:

Section 1. The facts and recitations set forth in the preamble hereof are hereby found to be true and correct.

Section 2. The properties owned by The Archaeological Conservancy of Albuquerque, New Mexico being approximately .561, .960 and .165 acres and being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes, are hereby designated as State Archaeological Landmarks and hereby found to be, and designated as, archaeologically significant sites in need of property tax relief to encourage their preservation.

Section 3. One hundred percent (100%) of the value of the historical properties owned by The Archaeological Conservancy of Albuquerque, New Mexico, being approximately .561, .960

Apr 2 2009 15:23 Fax:2813418609 P.06

and .165 acres and situated upon tracts of land more particularly described in Exhibit "A" attached hereto, is hereby exempted from City of Missouri City, Texas, ad valorem taxation until otherwise rescinded by official action of the City Council of the City of Missouri City, Texas.

PASSED, and APPROVED on first reading this 6th day of July, 1998.

PASSED, APPROVED and ADOPTED on second and final reading this 20th day of July, 1998.

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

Archord 7/17/98 2:52 PM
I:\CC980720

Apr 2 2009 15:23 P.07
Fax:2813418609

Fort Bend Co. M.U.D. #46:

Acct # 105-000-0042 (PT) Restricted Reserve "D" Acres 0.165

Acct # 101-000-0041 (PT) Restricted Reserve "D" Acres 0.561 Site 1 Colony Lakes Sec 1

Acct # 100-000-0051 (PT) Restricted Reserve "E" Acres 0.249 (PT) Site 2 Colony Lakes Sec 1

Acct # 100-000-0115 (PT) Site 2 Acres 0.262 0077 E Roark

Acct # 105-000-0041 (PT) Restricted Reserve "D" Acres 0.449 Colony Lakes Sec 5

AS PER ORIGINAL

TRACT ONE (1)

FIELD NOTE DESCRIPTION FOR 0.561 ACRES (24,425 SQUARE FEET) OF LAND LOCATED IN THE ELIJAH ROARK LEAGUE, ABSTRACT NO. 77, SITUATED IN FORT BEND COUNTY, TEXAS; AND BEING A PART OF A CALLED 338.781 ACRE TRACT OF LAND CONVEYED BY DEED TO COLONY BAY LIMITED AS RECORDED IN VOLUME 2609, PAGE 879 OF THE FORT BEND COUNTY DEED RECORDS. THE SAID 0.561 ACRES (24,425 SQUARE FEET) OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (ALL BEARINGS ARE REFERENCED TO THE NORTHEASTERLY LINE OF SAID 338.781 ACRE TRACT, S 36°02'00" E).

COMMENCING at a point for the most Easterly Southeast corner of the said 338.781 Acre Tract, said point also being the Southwest corner of a 0.426 Acre (Parcel No. 26) as recorded in Volume 2563, Page 605 of the Fort Bend County Deed Records, said point also falling on the Westerly right-of-way line of State Highway No. 6, from which a found Highway Monument bears N 26°35'52" W, a distance of 1.07 feet;

THENCE N 26°35'55" W, along and with said Westerly right-of-way of State Highway No. 6, and the Westerly line of said 0.426 Acre (Parcel No. 26), a distance of 311.07 feet to a point;

THENCE N 88°12'46" W, leaving the said Westerly right-of-way of State Highway No. 6, a distance of 1,629.20 feet to the POINT OF BEGINNING of the tract herein described, said point also being the Southwest corner of Lot 10, Block 3 of Colony Lakes Section One (Proposed);

THENCE N 88°12'46" W, along and with the North line of a 75' Texas Eastern Pipeline Corp. Easement as recorded in Volume 712, Page 397 of the Fort Bend County Deed Records, a distance of 173.48 feet to a point for the Southwesterly corner of the tract herein described, said point also being the Southeast corner of Lot 22, Block 1 of said Colony Lakes Section One (Proposed);

THENCE N 28°18'29" W, leaving the North line of said 75' Texas Eastern Pipeline Corp Easement, and along and with the Proposed East Lot Line of said Lot 22, Block 3 of Colony Lakes Section One, a distance of 162.77 feet to a point for the Northwest corner of the tract herein described, said point also being an angle point of said Lot 22, Block 3 of Colony Lakes Section One (Proposed);

THENCE N 77°58'51" E, a distance of 123.57 feet to a point for the Northeast corner of the tract herein described, said point also falling on the Proposed Rear Lot Line for Lot 13, Block 3 of said Colony Lakes Section One;

THENCE S 36°38'07" E, along and with the Proposed Rear Lot Line for Lots 13 through Lot 10, Block 3 of said Colony Lakes Section One, a distance of 217.39 feet to the POINT OF BEGINNING of the tract herein described and containing 0.561 Acres (24,425 square feet) of Land.

EXHIBIT "A"

AS PER ORIGINAL

TRACT TWO (2)

FIELD NOTE DESCRIPTION FOR 0.960 ACRES (41,800 SQUARE FEET) OF LAND LOCATED IN THE ELIJAH ROARK LEAGUE, ABSTRACT NO. 77, SITUATED IN FORT BEND COUNTY, TEXAS; AND BEING A PART OF A CALLED 338.781 ACRE TRACT OF LAND CONVEYED BY DEED TO COLONY BAY LIMITED AS RECORDED IN VOLUME 2609, PAGE 879 OF THE FORT BEND COUNTY DEED RECORDS. THE SAID 0.960 ACRES (41,800 SQUARE FEET) OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (ALL BEARINGS ARE REFERENCED TO THE NORTHEASTERLY LINE OF SAID 338.781 ACRE TRACT, S 36°02'00" E).

COMMENCING at a point for the most Easterly Southeast corner of the said 338.781 Acre Tract, said point also being the Southwest corner of a 0.426 Acre (Parcel No. 26) as recorded in Volume 2563, Page 605 of the Fort Bend County Deed Records, said point also falling on the Westerly right-of-way line of State Highway No. 6, from which a found Highway Monument bears N 26°35'52" W, a distance of 1.07 feet;

THENCE N 26°35'55" W, along and with said Westerly right-of-way of State Highway No. 6, and the Westerly line of said 0.426 Acre (Parcel No. 26), a distance of 311.07 feet to a point;

THENCE N 88°12'46" W, leaving the said Westerly right-of-way of State Highway No. 6, a distance of 1,109.20 feet to a point falling on the North line of said 75' Texas Eastern Pipeline Corp. Easement, as recorded in Volume 712, Page 397 of the Fort Bend County Deed Records;

THENCE S 01°47'14" W, leaving the North line of said 75' Texas Eastern Pipeline Corp. Easement a distance of 27.00 feet to a point for the POINT OF BEGINNING of the tract herein described;

THENCE N 88°12'46" W, a distance of 380.00 feet to a point for the Southwest corner of the tract herein described;

THENCE N 01°47'14" E, at a distance of 27.00 feet passing a point on the North line of said 75' Texas Eastern Pipeline Corp. Easement, and continuing for a total distance of 110.00 feet to a point for the Northwest corner of the tract herein described;

THENCE S 88°12'46" E, a distance of 380.00 feet to a point for the Northeast corner of the tract herein described;

THENCE S 01°47'14" W, at a distance of 83.00 feet passing said point on the North line of said 75' Texas Eastern Pipeline Corp. Easement, and continuing for a total distance of 110.00 feet to the POINT OF BEGINNING of the tract herein described and containing 0.960 Acres (41,800 square feet) of Land.

EXHIBIT "A"

AS PER ORIGINAL

TRACT THREE (3)

FIELD NOTE DESCRIPTION FOR 0.165 ACRES (7,200 SQUARE FEET) OF LAND LOCATED IN THE ELIJAH ROARK LEAGUE, ABSTRACT NO. 77, SITUATED IN FORT BEND COUNTY, TEXAS; AND BEING A PART OF A CALLED 338.781 ACRE TRACT OF LAND CONVEYED BY DEED TO COLONY BAY LIMITED AS RECORDED IN VOLUME 2609, PAGE 879 OF THE FORT BEND COUNTY DEED RECORDS. THE SAID 0.165 ACRES (7,200 SQUARE FEET) OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (ALL BEARINGS ARE REFERENCED TO THE NORTHEASTERLY LINE OF SAID 338.781 ACRE TRACT, S 36°02'00" E).

COMMENCING at a point for the most Easterly Southeast corner of the said 338.781 Acre Tract, said point also being the Southwest corner of a 0.426 Acre (Parcel No. 26) as recorded in Volume 2563, Page 605 of the Fort Bend County Deed Records, said point also falling on the Westerly right-of-way line of State Highway No. 6, from which a found Highway Monument bears N 26°35'52" W, a distance of 1.07 feet;

THENCE N 26°35'55" W, along and with said Westerly right-of-way of State Highway No. 6, and the Westerly line of said 0.426 Acre (Parcel No. 26), a distance of 311.07 feet to a point;

THENCE N 88°12'46" W, leaving the said Westerly right-of-way of State Highway No. 6, a distance of 867.20 feet to a point for the POINT OF BEGINNING of the tract herein described, said point also falling on the North line of a 75' Texas Eastern Pipeline Corp. Easement, as recorded in Volume 712, Page 397 of the Fort Bend County Deed Records;

THENCE N 88°12'46" W, continuing along and with the North line of said 75' Texas Eastern Pipeline Corp. Easement, a distance of 90.00 feet to a point for the Southwest corner of the tract herein described;

THENCE N 01°47'14" E, leaving the North line of said 75' Texas Eastern Pipeline Corp. Easement, a distance of 80.00 feet to a point for the Northwest corner of the tract herein described;

THENCE S 88°12'46" E, a distance of 90.00 feet to a point for the Northeast corner of the tract herein described;

THENCE S 01°47'14" W, at a distance of 80.00 feet to the POINT OF BEGINNING of the tract herein described and containing 0.165 Acres (7,200 square feet) of Land.

EXHIBIT "A"

FILED AND RECORDED
12-19-95 2:40 P KN $17.00 9574793

Dianne Wilson - Co. Clerk
Fort Bend Co., TX

RECORDER'S MEMORANDUM
This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument as filed and recorded.

AGENDA

19C

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted:	**04/01/2009**	**Submitted By:**	**Mary Reveles**
		Department:	**County Attorney**
Court Agenda Date:	**04/07/2009**	**Phone Number:**	**341-4554**

SUMMARY OF ITEM:

County Judge:

Take all appropriate action on First Amendment to Tax Abatement Agreement between Fort Bend County, SL Park West, Ltd. and Bechtel Equipment Operations, Inc.; assignment of tax abatement agreement to McMillian Investments, Ltd.

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☒
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☒ NO ☐

List Supporting Documents Attached: Proposed Amendment

FINANCIAL SUMMARY:BUDGETED ITEM: YES ☐ NO ☐ N/A

FUNDNG SOURCE: **Accounting Unit:** **Account Number:**
Activity (If Applicable):

DESCRIPTION OF LAWSOM ACCOUNT: N/A

Instructions to submit Agenda Request Form:

- **Completely fill out agenda form: incomplete forms will not be processed.**
- **Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.**
- **All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.**

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☒ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us **If by Fax to (281) 341-8609**
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☒	Auditor	(281-341-3774)	☒	Comm. Pct. 1	(281-342-0587)
☒	Budget Officer	(281-344-3954)	☒	Comm. Pct. 2	(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	☒	Comm. Pct. 3	(281-242-9060)
☒	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☒	Tax Assessor/Collector		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

14-15-04 4 origs. ret. to Mary R. at Co. Attorney

STATE OF TEXAS §
COUNTY OF FORT BEND §

AMENDMENT TO TAX ABATEMENT AGREEMENT BETWEEN FORT BEND COUNTY, SL PARK WEST, LIMITED AND BECHTEL EQUIPMENT OPERATIONS, INC.

This Amendment of the Tax Abatement Agreement is made and entered into by and between **FORT BEND COUNTY, TEXAS**, (hereinafter referred to as "County"), a body politic, acting herein by and through its Commissioners Court, **SL PARK WEST, LIMITED** (hereinafter referred to as "Owner") and **BECHTEL EQUIPMENT OPERATIONS, INC.,** (hereinafter referred to as "Lessee"), each being parties to that certain Tax Abatement Agreement entered into by the parties on or about September 26, 2006, and **MCMILLIAN INVESTMENTS, LTD.,** (hereinafter referred to as "Assignee.")

WHEREAS, County, Lessee and Owner entered into a Tax Abatement Agreement on September 26, 2006, (hereinafter the "Agreement"); and

WHEREAS, the parties desire to amend a certain portion of the Agreement; and

WHEREAS, Owner desires to transfer its interest as owner of the real property subject to the Agreement and assign all of its rights, interest and obligations as Owner of the real property under the Agreement to Assignee; and

WHEREAS, County, Owner, Lessee and Assignee desire to amend said Agreement as hereinafter set forth for the purposes described in this preamble;

NOW THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, County, Owner, Lessee and Assignee agree as follows:

Pursuant to and in accordance with the Property Redevelopment and Tax Abatement Act, Chapter 312, Texas Tax Code, and the Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones located in Fort Bend County, Texas, the Agreement is hereby amended as follows:

1. Any references in the Agreement to "Owner" shall mean and refer to McMILLIAN INVESTMENTS, LTD. as the owner of the real property and improvements subject to the Agreement located in Reinvestment Zone No. 2006-05 created by the City of Sugar Land.
2. BECHTEL EQUIPMENT OPERATIONS, INC. shall remain the Lessee.

3. The Agreement is amended to the effect that all duties, obligations, and responsibilities imposed upon Owner under the Agreement shall be imposed upon McMILLIAN INVESTMENTS, LTD. and all agreements and representations made by Owner in the Agreement shall be the agreements and representations of McMILLIAN INVESTMENTS, LTD.

4. The representatives of Owner, Lessee and Assignee whose signatures execute this amendment represent and warrant to County that they have the requisite authority to enter into the Agreement and Amendment thereof.

5. The addresses set out in Section 16 of the September 26, 2006, Agreement for notices is hereby deleted in its entirety and the following addresses are substituted therefore:

To **Owner**:	McMillian Investments, Ltd. 6701 Highway Blvd, Suite 208, Katy, Texas 77494
To **Lessee:**	Bechtel Equipment Operations, Inc. Robert Hall, President 1006 Park West Drive Sugar Land, Texas 77478
To the **Tax Assessor/Collector**:	The Honorable Patsy Schultz County Tax Assessor-Collector 500 Liberty, Suite 101 Richmond, Texas 77469
To **County**:	County Judge 301 Jackson, Suite 719 Richmond, Texas 77469
Copy to:	County Attorney 301 Jackson, Suite 728 Richmond, Texas 77469

6. **MCMILLIAN INVESTMENTS, LTD. AND LESSEE SHALL BE RESPONSIBLE FOR NOTIFYING THE DISTRICT OF THE ABATEMENT, INCLUDING FILING WITH THE DISTRICT ANY APPLICATION OR OTHER FORMS NECESSARY TO QUALIFY FOR OR RECEIVE THE ABATEMENT GRANTED.**

7. Except as modified herein, the above referenced Agreement remains in full force and effect and has not been modified or amended.

8. The tax abatement shall apply for the tax years as stated in the Agreement. This amendment does not purport to extend the tax abatement to tax years beyond tax year 2017, as stated in the original agreement.

9. All future amendments, if any, of the Agreement shall require written consent of the Fort Bend County Commissioners Court.

10. The original Tax Abatement Agreement executed by and between Fort Bend County, SL Park West Limited and Bechtel Equipment Operations, Inc. on September 26, 2006, is hereby adopted and incorporated by reference the same as if fully set forth verbatim herein for all purposes, subject only to the above described amendments.

IN TESTIMONY OF WHICH, THIS AMENDMENT shall be effective upon execution of all parties.

FORT BEND COUNTY

By: _____
Robert E. Hebert, County Judge
4-7-09

Attest: _____
~~Diane~~ Wilson, County Clerk
DIANNE

OWNER

SL PARK WEST LIMITED,
a Texas limited partnership

By: **B. Douglas Simpkins, Jr., Inc.,**
a Texas corporation, its General Partner

By: _____
B. Douglas Simpkins, Jr., President

By: **Robert E. Bryant, Jr., Inc.,**
a Texas corporation, its General Partner

By: _____
Robert E. Bryant, Jr., President

ASSIGNEE:

MCMILLIAN INVESTMENTS, LTD.,
a Texas limited partnership

By: **Don McMillian Management, L.L.C.**
a Texas limited liability company,
Its general partner

By: _____
Robert R. McMillian, Manager

LESSEE:

BECHTEL EQUIPMENT OPERATIONS, INC,
a Delaware corporation

By: _____
Robert B. Hall, President

Attachments: **Exhibit A** – January 16, 2009 request for Assignment
Exhibit B – September 26, 2006 Tax Abatement Agreement

OWNER

SL PARK WEST LIMITED,
a Texas limited partnership

By: **B. Douglas Simpkins, Jr., Inc.,**
a Texas corporation, its General Partner

By:_____
B. Douglas Simpkins, Jr., President

By: **Robert E. Bryant, Jr., Inc.,**
a Texas corporation, its General Partner

By:_____
Robert E. Bryant, Jr., President

ASSIGNEE:

MCMILLIAN INVESTMENTS, LTD.,
a Texas limited partnership

By: **Don McMillian Management, L.L.C.**
a Texas limited liability company,
Its general partner

By:_____
Robert R. McMillian, Manager

LESSEE:

BECHTEL EQUIPMENT OPERATIONS, INC,
a Delaware corporation

By: Robert B Hall
Robert B. Hall, President

Attachments: **Exhibit A** – January 16, 2009 request for Assignment
Exhibit B – September 26, 2006 Tax Abatement Agreement

Exhibit A

CRAIN
CATON
&
JAMES
A PROFESSIONAL CORPORATION
ATTORNEYS AND COUNSELORS
SINCE 1912

TELEPHONE: 713.658.2323
FACSIMILE: 713.658.1921
DIRECT LINE: 713.752.8616

THOMAS H. KENNERLY
ATTORNEY AT LAW

17TH FLOOR
FIVE HOUSTON CENTER
1401 MCKINNEY STREET
HOUSTON, TEXAS 77010-4035

EMAIL: TKENNERLY@CRAINCATON.COM

January 16, 2009

Mary E. Reveles
First Assistant County Attorney
Fort Bend County
301 Jackson, Suite 728
Richmond, Texas 77469

By Email: revelmar@co.fort-bend.tx.us
and U.S. Mail

Re: Request on Behalf of SL PARK WEST, LTD., for Documentation for Assignment of TAX ABATEMENT AGREEMENT BETWEEN FORT BEND COUNTY, SL PARK WEST, LTD. AND BECHTEL EQUIPMENT OPERATIONS, INC., Dated September 26, 2006

Dear Ms. Reveles:

In response to your email addressed to Mr. Mark Wilson, attorney for MCMILLIAN INVESTMENTS, LTD., proposed Assignee, for the land located at 1006 Park West Drive, Sugar Land, Texas 77478 (which is an approximate 4.227 acre tract covered by land leased to BECHTEL EQUIPMENT OPERATIONS, INC.) we are hereby requesting a drafting of an Assignment of the TAX ABATEMENT AGREEMENT, described above, and a Commissioners Court Approval thereof.

Please accept this letter as such a request on behalf of SL PARK WEST, LIMITED and BECHTEL.

The contact information for the Assignee is as follows:

MCMILLIAN INVESTMENTS, LTD.
c/o Mark D. Wilson
17171 Park Row, Suite 370
Houston, Texas 77084
Phone: 281-646-9600
Fax: 281-646-9601
Email: mark@markdwilsonlaw.com

124 - 391696v1
079175/000043

I will be available if you need any further details.

Very truly,

Thomas H. Kennerly

THK/pt

Cc: Robert E. Bryant, Jr. (**By Email: Bryant@simpkinsgroup.com**)
B. Douglas Simpkins, Jr. (**By Email: simpkins@simpkinsgroup.com**)
Mark D. Wilson (**By Email: mark@markdwilsonlaw.com**)

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

TAX ABATEMENT AGREEMENT BETWEEN FORT BEND COUNTY, SL PARK WEST, LTD. AND BECHTEL EQUIPMENT OPERATIONS, INC.

This Tax Abatement Agreement, hereinafter referred to as "Agreement," is executed by and between **FORT BEND COUNTY, TEXAS**, hereinafter referred to as "County," acting by and through its Commissioners' Court, **SL PARK WEST, LTD.**, hereinafter referred to as "Owner" of the tract of land located within the City of Sugar Land Reinvestment Zone No. 2006-05, and **BECHTEL EQUIPMENT OPERATIONS, INC.**, hereinafter referred to as "Lessee" and owner of the personal property within such improvements.

1. **Authorization**

   a. This Agreement is authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312 of the TEXAS TAX CODE as it exists on the effective date of this Agreement, and;

   b. The Amended Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones created by Fort Bend County, Texas, which was approved by the County's Commissioners Court on January 2, 2006. The County has determined that the request for Tax Abatement presented by Owner and Lessee conform with the criteria established in the Guidelines for Tax Abatement.

   c. No official of the County has an interest in the property subject to this Agreement.

2. **Definition**

   As used in this Agreement, the following terms shall have the meanings set forth below:

   a. The "**Certified Appraised Value or Value**" means the value certified as of January 1 of each year of this Agreement regarding the property within City of Sugar Land Reinvestment Zone No. 2006-05 by the Fort Bend County Central Appraisal District.

   b. "**Improvements**" means a building to be used as an office building and warehouse consisting of approximately 41,600 square feet of floor space

and any sidewalks, parking lots, outdoor lighting, landscaping and other and related improvements to serve the building, which are erected by Owner on the property after the execution date of this Agreement.

c. "**Abatement**" means the full or partial exemption from ad valorem taxes of certain property in the City of Sugar Land Reinvestment Zone No. 2006-05 designated for economic development purposes.

d. "**Eligible Property**" Abatement may be extended to fixed machinery and equipment, necessary to the operation and administration of the facility. Eligible Property is subject to abatement under the same terms as Improvements only if specifically included in Section 5(c).

e. "**Ineligible Property**" means land, existing improvements, tangible personal property that the Fort Bend Central Appraisal District classifies as inventory or supplies, real property used primarily to provide retail sales or services to the public, real property used for residential purposes, tangible personal property classified as furnishings, tangible personal property located in the reinvestment zone prior to the execution date of the tax abatement agreement, real property with a productive life of less than 10 years, or any other property for which abatement is not allowed by state law.

f. "**Real Property**" means the 4.227 acre tract of land located within City of Sugar Land Reinvestment Zone No. 2006-05, described in Exhibit "A" attached hereto and incorporated by reference herein for all purposes.

g. "**Owner**" means **SL PARK WEST, LTD.**, the Owner of the real property and personal property subject to this Agreement, or other person or entity to which this Agreement is assigned, with prior approval of the Fort Bend County Commissioners' Court.

h. "**Lessee**" means **BECHTEL EQUIPMENT OPERATIONS, INC.**

i. "**County**" means the County of Fort Bend, Texas.

j. "**District**" means Fort Bend County Central Appraisal District.

3. **Subject Property**

City of Sugar Land Reinvestment Zone No. 2006-05 is an area located in Fort Bend County, Texas, being legally described in Exhibit "A" attached hereto and incorporated herein for all purposes. The Fort Bend County Appraisal District has established the base year values for the subject property as of January 1, 2006.

4. **Responsibility of Owner and Lessee**

In consideration of receiving the tax abatement granted herein, the Owner and Lessee represent and agree:

(a) That construction of the Improvements shall be completed on or before January 1, 2008. Owner shall provide Tax Assessor/Collector a certified statement evidencing a minimum of $2,700,000 project costs with respect to the design and construction of the Improvements within thirty (30) days after completion of the Improvements to be constructed by Owner.

(b) That the certified appraised value of the Improvments on January 1 of each year that taxes are abated under this Agreement must have the following minimum value of $2,500,000. Failure to meet the requirements of this section will invalidate the tax abatement for that year.

~~(c) That the cumulative certified appraised value of Eligible Property and Improvements will not be less than $3,250,000 on January 1, of each year that taxes are abated under this Agreement. Failure to meet the requirements of this section will invalidate the tax abatement on Personal Property for that year.~~

(d) That Lessee will employ at least forty (40) full-time persons beginning January 1, 2008 continuously through December 31, 2017. Lessee shall provide Tax Assessor/Collector a certified statement of the number of full-time employees employed each September 1 throughout the term of this agreement. If the Lessee fails to comply with the requirements of this paragraph at least one time during any consecutive 90-day period during the time specified in this paragraph, the failure is an event of default for which the County may terminate this Agreement and to which the right of the Owner or Lessee to cure the default, as provided for in paragraph 7(b), does not apply.

(e) That the Owner and Lessee have, as of the effective date of this Agreement, the financial resources to implement the above representations.

(f) That the Owner and Lessee will participate in the continuing economic development process in Fort Bend County by becoming a regular member of the Greater Fort Bend Economic Development Council for a minimum period coinciding with the term of this Agreement.

(g) **OWNER AND LESSEE SHALL BE RESPONSIBLE FOR NOTIFYING THE DISTRICT OF THE ABATEMENT, INCLUDING FILING WITH THE DISTRICT ANY APPLICATION OR OTHER FORMS NECESSARY TO QUALIFY FOR OR RECEIVE THE ABATEMENT GRANTED.**

(h) **OWNER AND LESSEE SHALL BE RESPONSIBLE FOR REQUESTING AN ASSIGNMENT OF THIS AGREEMENT IN THE EVENT THE REAL PROPERTY THE SUBJECT OF THIS AGREEMENT IS SOLD. FAILURE TO NOTIFY THE TAX ASSESSOR-COLLECTOR OF ANY SALE OF THE REAL PROPERTY THE SUBJECT OF THIS AGREEMENT SHALL RESULT IN IMMEDIATE DEFAULT OF THIS AGREEMENT.**

5. **Value and Term of Abatement**

(a) This Agreement shall be effective on the date executed by the County, Owner or Lessee, whichever is later, and shall terminate (unless earlier terminated in accordance with the terms hereof) on December 31, 2017. In no event shall this agreement extend beyond December 31, 2017. This Agreement shall terminate on the completion of the abatement, unless earlier terminated as provided elsewhere herein. Owner and Lessee's obligation upon default to pay to the County any taxes abated under this Agreement shall not terminate until the abated taxes are paid.

(b) In each year that this Agreement is in effect, the amount of abatement shall be an amount equal to the percentage indicated below of the taxes assessed upon the Improvements and Eligible Property

(c) Subject to the limitations imposed by law and conditioned upon the representations outlined in Section 4 herein above, there shall be granted and allowed hereunder a property tax abatement for the following years and in the following amounts on the Value of the Improvements:

Tax Year	Percentage Abatement
2008	40%
2009	40%
2010	40%
2011	40%
2012	40%
2013	40%
2014	40%
2015	40%
2016	40%
2017	40%
TOTAL =	**400%**

(1) The abatement granted shall not apply to the value of the Real Property, increases in the value of the Real Property, Eligible Property as defined in Section 2(d) above, or Ineligible Property as defined in Section 2(e) above.

(2) All Improvements shall be completed in accordance with applicable laws, ordinances, rules or regulations in effect at the time such Improvements are erected.

(3) The Fort Bend Central Appraisal District's determination of values shall be used to determine the value of the property subject to this Agreement. If the Owner and/or Lessee protest the District's valuation of the property, the valuation placed on the property after the protest is resolved under State law shall be used.

(4) On or before September 1 of each year of this Agreement, the Owner and Lessee shall each certify in writing to Fort Bend County Tax Assessor/Collector that each party is in compliance with each term of this Agreement.

6. **Taxability**

During the period that this tax abatement is effective, taxes shall be payable as follows:

(a) The Value of Real Property and Ineligible Property shall be fully taxable, including inventory;

(b) The Value of existing Improvements shall be determined in the base year by the Central Appraisal District.

7. **Event of Default**

(a) The County may declare the Owner and/or Lessee in default of this Agreement if: (1) the Owner and/or Lessee fail to comply with any obligations under this Agreement; (2) allows County ad valorem taxes on the Land, or any property located thereon, to become delinquent; (3) vacates any of the improvements subject to the agreement before the term of the abatement.

(b) The County shall notify the Owner and Lessee of any default in writing specifying the default. The Owner and Lessee shall each have thirty (30) days from the date of the notice to cure any default. If the Owner or Lessee fails to cure the default, the County may terminate this Agreement by written notice to Owner and Lessee.

(c) If this Agreement is terminated by the County, the Owner and Lessee agree that they are liable for and will pay to the County within thirty (30) days of the termination of this Agreement:

(1) The amount of all property taxes abated under this Agreement;

(2) Interest on the abated amount at the rate provided for in the Tax Code for delinquent taxes; and

(3) Penalties on the amount abated in the year of default, at the rate provided for in the TAX CODE for delinquent taxes.

(d) The County shall have a lien against the Owner and/or Lessee's real property, improvements and personal property for the taxes and interest owed because of the recapture of taxes under this paragraph during the time period beginning on the date such payment obligation accrues and continuing until the date paid.

8. **Administration and Inspection**

(a) This Agreement shall be administered on behalf of the Fort Bend County Tax Assessor/Collector or her designee. The Owner and Lessee shall allow employees or other representatives of the County who have been designated by the Tax Assessor/Collector to have access to the reinvestment zone during the term of the Agreement. All regular inspections shall be made only after twenty-four (24) hours prior notice and will be conducted in such a manner as

not to unreasonably interfere with the construction and/or operation of the facility. A representative of the Owner or Lessee may accompany the inspector.

(b) Upon completion of the contemplated construction, the County shall annually evaluate the facility to ensure compliance with the terms and provisions of this Agreement and shall report possible defaults to the Owner and Lessee.

(c) The Chief Appraiser of the Fort Bend County Appraisal District shall annually determine (1) the taxable value under the terms of this abatement of the real property subject to this Agreement and (2) the full taxable value without abatement of the real property and other property otherwise located at or about the Owner and Lessee's premises. The Chief Appraiser shall record both abatement taxable value and full taxable value in the appraisal records. The full taxable value figure listed in the appraisal records shall be used to compute the amount of abated taxes that is terminated in a manner that results in recapture.

(d) The Owner and Lesee shall furnish the Chief Appraiser annually such information requested by the Chief Appraiser and as provided for under Chapter 22 of the TEXAS TAX CODE as may be necessary for the administration of the abatement. Such information shall also be provided to the County Tax Assessor/Collector in preparation of its annual evaluation for compliance with the terms and provisions of this Agreement, including Lessee's payroll records.

9. **Assignment**

(a) This Agreement may not be assigned without prior written consent of the County. No assignment shall be effective or approved if either the County has declared a default hereunder which has not been cured or the new Owner or Lessee are delinquent in the payment of ad valorem taxes owed to the County. Approval shall not be unreasonably withheld.

(b) Any and all assignments shall contain the same terms and conditions as set out in

the first Abatement Agreement and shall be granted for the remaining term of the original tax abatement agreement only.

10. **Indemnity**

It is understood and agreed between the parties that SL Park West, Ltd. And Bechtel Equipment Operations, Inc., in performing its obligations hereunder, is acting independently, and the County assumes no responsibilities or liabilities in connection therewith to third parties. **SL PARK WEST, LTD. AND BECHTEL EQUIPMENT OPERATIONS, INC. AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY AND THE CENTRAL APPRAISAL DISTRICT FROM ANY AND ALL CLAIMS, SUITS, AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER ARISING OUT OF SL PARK WEST, LTD. AND BECHTEL EQUIPMENT OPERATIONS, INC.'s OBLIGATIONS HEREUNDER EXCEPT THAT THE INDEMNITY SHALL NOT APPLY TO THAT PORTION OF LIABILITIES RESULTING FROM THE NEGLIGENCE OF THE COUNTY OR TAXING UNITS, THEIR RESPECTIVE OFFICERS, AGENTS OR EMPLOYEES. SL PARK WEST, LTD. AND BECHTEL EQUIPMENT OPERATIONS, INC.'s INDEMNIFICATION OBLIGATIONS INCLUDE THE PAYMENT OF REASONABLE ATTORNEY'S FEES AND EXPENSES INCURRED IN THE DEFENSE OF ANY SUCH CLAIMS, SUITS, AND CAUSES OF ACTION. SL PARK WEST, LTD. AND BECHTEL EQUIPMENT OPERATIONS, INC. SHALL BE RESPONSIBLE FOR ALL FEES INCURRED BY THE COUNTY IN THE DEFENSE OF ANY SUCH CLAIMS, SUITS, OR CAUSES OF ACTION SO LONG AS DEFENSE COUNSEL AND COURSES OF ACTION ARE DETERMINED SOLELY BY SL PARK WEST, LTD. AND BECHTEL EQUIPMENT OPERATIONS, INC. NOTHING IN THIS AGREEMENT SHALL BE INTERPRETED TO PROHIBIT COUNTY FROM INCURRING REPRESENTATION**

OF ANY SUCH CLAIM, SUIT OR CAUSE OF ACTION AND SL PARK WEST, LTD. AND BECHTEL EQUIPMENT OPERATIONS, INC. SHALL NOT BE RESPONSIBLE FOR ANY SUCH COSTS AND OR FEES SO INCURRED.

11. **Force Majeure**

If by reason of force majeure, the Owner or Lessee are unable to perform any obligation of this Agreement, it shall give notice of the force majeure to the County in writing within ten (10) calendar days after Owner or Lessee first becomes aware or should have been aware of the occurrence relied upon. The obligation of Owner and Lessee, to the extent and for the period of time affected by the force majeure, shall be suspended. Owner and Lessee shall endeavor to remove or overcome the inability with all reasonable effort. For purposes of this provision, "force majeure" shall mean acts of God, landslides, lightning, earthquakes, hurricanes, storms, floods, or other natural occurrences; strikes, lockouts, insurrections, riots, wars or other civil or industrial disturbances; orders of any kind of the Federal or State government or of any civil or military authority; explosions, fires, breakage or accidents to machinery, lines, or equipment, or the failure of the system or water supply system; or any other cause not reasonably within the control of the Owner and Lessee.

12. **Commissioners Court Approval**

This Agreement is conditioned entirely upon the approval of the Commissioners' Court by the affirmative vote of a majority of the members present at a duly scheduled meeting of the Commissioner's Court.

13. **Compliance with State and Local Regulations**

This Agreement shall not be construed to alter or affect the obligations of Owner and Lessee to comply with any City ordinance or Federal or State law or regulation.

14. **Changes in Tax Laws**

The tax abatement provided in this Agreement is conditioned upon and subject to any changes in the state tax laws during the term of this Agreement.

15. **Miscellaneous**

(a) This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.

(b) In the event of one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

(c) The waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.

(d) Any amendments of this Agreement shall be of no effect unless in writing and signed by both parties hereto.

16. **Notices**

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the Owner or Lessee at the mailing address as hereinafter set out. If mailed, any notice of communication shall be deemed to be received three (3) business days after the date of deposit in the United States Mail. Unless otherwise provided in

this Agreement, all notices shall be delivered to the Owner, Lessee or the County at the following addresses:

To the **Tax Assessor/Collector:**	The Honorable Patsy Schultz Fort Bend County Tax Assessor-Collector 500 Liberty, Suite 101 Richmond, Texas 77469
To **Owner:**	SL Park West, Ltd. 2810 Revere Street Houston, Texas 77098 713.963.0885 713.963.8079 fax Attn: B. Douglas Simpkins, Jr. or Robert E. Bryant, Jr.
To **Lessee:**	Bechtel Equipment Operations, Inc. Robert Hall, President 13157-C Middletown Industrial Blvd. Louisville, Kentucky 40223
To **County:**	Fort Bend County 301 Jackson, Suite 719 Richmond, Texas 77469 Attention: County Judge
Copy to:	Fort Bend County Attorney 301 Jackson, Suite 728 Richmond, Texas 77469

Either party may designate a different address by giving the other party ten (10) days written notice thereof. **Failure of Owner or Lesee to provide the County Tax Assessor/Collector thirty (30) days notice of a change of address may result in termination of this Agreement.**

17. **Entire Agreement; Ordinance and Economic Impact Statement**

This Agreement contains the entire Agreement among the parties and supercedes all other negotiations and agreements, whether written or oral. Attached hereto are Exhibit A – Ordinance No. 1581 Designating Reinvestment Zone No. 2006-05, and Exhibit B – Economic Impact Statement/Application for Value Added Tax Abatement, which are made part of this Agreement.

18. **Execution**

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the County, Owner and Lessee as of the dates below stated. Owner and Lessee warrant and represent that the individuals executing this agreement on behalf of SL Park West, Ltd. And Bechtel Equipment Operations, Inc. have full authority to execute this Agreement and bind SL Park West, Ltd. And Bechtel Equipment Operations, Inc. to the same.

FORT BEND COUNTY

By: _____
Robert E. Hebert, County Judge

Date: 9-26-06

ATTEST:

_____
Dianne Wilson, County Clerk

SL PARK WEST LTD.
"Owner"

By: _____
Signature

Robert E. Bryant, Jr. - Pres. of Robert E. Bryant, Jr., Inc.
Printed name & title General Partner

Date: 9/15/06

ATTEST:

_____

BECHTEL EQUIPMENT OPERATIONS, INC.
"Lessee"

By: _____
Signature

Robert B Hall - President
Printed name & title

Date: 9/20/06

ATTEST:

_____

Attachments:

Exhibit A – Ordinance No. 1581 Designating Reinvestment Zone No. 2006-05
Exhibit B – Economic Impact Statement/Application for Value Added Tax Abatement

mer\Bechtel Equipment-3195-113(0090606)

ORDINANCE NO. 1581

AN ORDINANCE OF THE CITY OF SUGAR LAND, TEXAS, CREATING REINVESTMENT ZONE NO. 2006-05 FOR A 4.227 ACRE TRACT OF LAND OUT OF THE BROWN AND BELKNAP LEAGUE A-15 LOCATED ON PARK WEST DRIVE IN THE SUGAR LAND BUSINESS PARK.

WHEREAS, the Property Redevelopment and Tax Abatement Act (Tax Code § 312 et seq.) authorizes cities to create reinvestment zones and enter into tax abatement agreements with the owners of qualifying properties in reinvestment zones; and

WHEREAS, the City has received an application requesting tax abatement for real property improvements to be located in the zone; and

WHEREAS, the zone is eligible for tax abatement; and

WHEREAS, a public hearing, for which notice was given as required by law, was held at which interested persons were given an opportunity to present evidence for and against the creation of the zone; and

WHEREAS, the City Council has found that the improvements sought to be located in the proposed reinvestment zone are feasible and practical and would be a benefit to the land to be included in the zone and to the City after the expiration of a tax abatement agreement; and

WHEREAS, the creation of the reinvestment zone will be reasonably likely to contribute to the retention or expansion of primary employment or to attract major investment into the zone that would be a benefit to the property located therein and that will contribute to the economic development of the City of Sugar Land; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS:

Section 1. That Reinvestment Zone No. 2006-05 is created for the real property described in Exhibit A, attached to and incorporated into this ordinance by reference.

Section 2. That the Reinvestment Zone created herein is eligible for commercial-industrial tax abatement as provided by law.

Section 3. That Reinvestment Zone No. 2006-05 expires five years from the date of this ordinance.

EXHIBIT
A

APPROVED on first consideration on _____, 2006.

ADOPTED upon second consideration on _____, 2006.

_____
David G. Wallace, Mayor

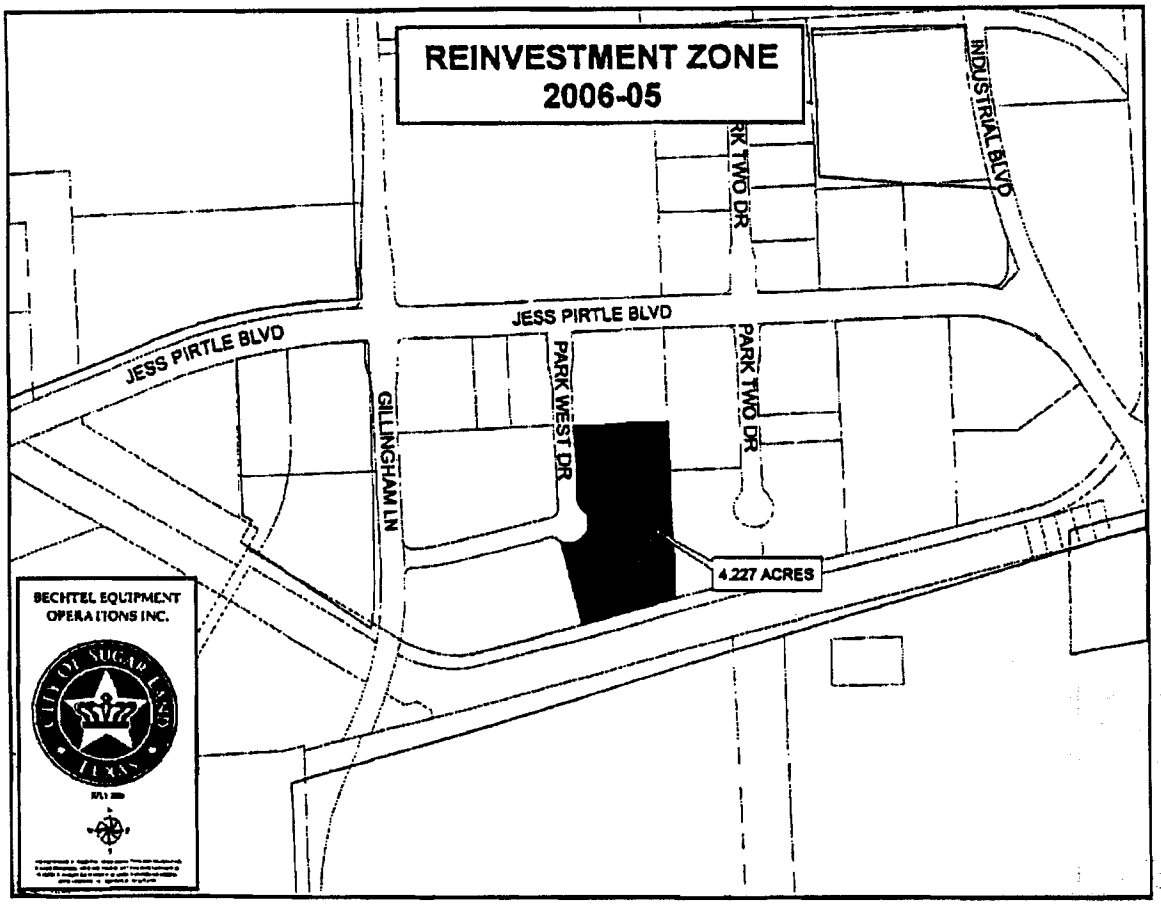
ATTEST:

_____
Glenda Gundermann, City Secretary

Reviewed for Legal Compliance:

Eugenia A. Carr

Attachment: Exhibit A - Property Description


REINVESTMENT ZONE
2006-05
INDUSTRIAL BLVD
RK TWO DR
JESS PIRTLE BLVD
JESS PIRTLE BLVD
GILLINGHAM LN
PARK WEST DR
PARK TWO DR
4.227 ACRES
BECHTEL EQUIPMENT
OPERATIONS INC.

GREATER FORT BEND
ECONOMIC DEVELOPMENT
COUNCIL

ECONOMIC IMPACT STATEMENT QUESTIONNAIRE
Application for Value Added Tax Abatement in Fort Bend County

Bechtel Equipment Operations, Inc.
Sugar Land, Fort Bend County

Based on the information you provide below, the Greater Fort Bend Economic Development Council (GFBEDC) will develop your application and economic impact statement for presentation to the taxing entities for consideration of value added tax abatements. The following information is needed in order to allow us to develop that document.

Opening Paragraphs:

Bechtel Equipment Operation, Inc. is a wholly owned subsidiary of Bechtel Corporation. It is the intent of Bechtel Equipment Operations, Inc. (BEO) to consolidate it's existing operations and established it's world headquarters in a new 42,000 sq. ft. office / warehouse facility to be constructed in the Sugarland Industrial Park. BEO is the asset management division of Bechtel Corporation which is one of the world's largest engineering and construction companies. BEO procures, inventories and provides maintenance for Bechtel's construction equipment fleet and tool inventories on a world wide basis. BEO is also responsible for the supply and inventory of Bechtel corporation's computer hardware and software requirements in North America. Additionally, the heavy rigging and hauling engineering group is based in the operations of BEO to support worldwide operations. BEO has similar facilities in Australia and Singapore.

BEO will lease on a ten year basis this facility and a 4.2 acre tract from a partnership of the Simpkins Group, Inc. who have been a principal development company within the Sugarland industrial Park

Criteria For Consideration Of Value Added Tax Abatement

Please answer the following questions:

1. **Legal Name of Proposed Owner and Address/Location of Real Property:**
   Company Name: *Bechtel Equipment Operations, Inc.*
   Address: *Park W. Drive E.*
   Office phone; fax: *502-244-2574/502-244-2075*
   Contact Person: *Robert Hall*
   Email address: *rbhall@bechtel.com*

2. **Name of owner of the personal property where the improvements to be abated will be located:** *Bechtel Equipment Operations, Inc.*

EXHIBIT
B

3. **Type of business and SIC Code:** *5373 – Warehouse/Construction*

4. **Current owner of real property (land/building) at the time of application:**
Simpkins Group

5. **Description of proposed facility:**
Size: *4.2 acres*
Amount office/warehouse/manufacturing: *14,400 office/27,200 warehouse*
Type of facility: *Office/Warehouse*

6. **Have you received or are you currently receiving tax abatement in Fort Bend:**
No

7. **Is this land currently under Agriculture Exemption:** *No*
   a. **If so, what is the estimated increase in value:**
   b. **What is the value of roll back taxes to be collected as a result of being taken out of Ag Exemption:**

8. **Land and Improvements:**
Acres: *4.2 Acres*
Cost of land: *TBD*
Current CAD value of land: *TBD*
Current CAD value of improvements: *TBD*

9. **Type and value of proposed improvements:**

Size of facility:	*42,000 square feet*
Type of Construction:	*Concrete tilt wall*
Cost of Construction:	*$2.7 million*
Value of Personal Property:	*$750,000*
Value of Inventory:	*$3,000,000*
Raw Material:	
Work in Process:	
TOTAL:	

10. **Percent of inventory that is Freeport qualified:** *TBA*
Freeport goods are inventories (raw materials, goods-in-process, and finished products) acquired or brought into the state by businesses and held for no more than 175 days before being shipped out of state.

11. **Anticipated commencement of construction:**
End of 3Q or 4Q, 2006

12. **Productive life of proposed improvements and/or initial term of lease:**
10 years

13. **Description of activities to be conducted within the proposed improvements:**
Warehousing of tools, equipment, and computers

14. **Time of day activities will be taking place (i.e, # of shifts):**
Day Shift

15. **Truck traffic to be generated (# daily or weekly):**
5-10 daily

16. **Number of existing jobs to be retained by proposed improvements (if expanding facility currently in the county):**
NA

17. **If you consolidate and/or move to Fort Bend, how many employees do you anticipate to relocate:** *40*

18. **Number and types of new jobs to be created by proposed improvements:**
Warehouse, accounting, finance, marketing, engineering, procurement, information technology, and secretarial.

19. **Amount of local payroll to be created annually and average salary (before benefits):** *Annual Payroll $3.8 million. Average salary $65,700*

20. **Local Sales taxes to be generated:**
Please use prior year's taxes collected on your taxable sales. Please include the city in which these taxes were generated. If this is not a relocation, please estimate the dollar amount (if any) of taxable sales to be generated. Sales Tax billed to project location.

At this date no project by Bechtel Construction Corporation planned in Fort Bend County.

21. **If located in the city limits, do you (or your construction company) agree to declare "situs" for construction sales taxes at the construction site:**
When purchasing construction materials for the new facility from a company that is situated outside the city where the new facility will be located, the builder agrees to declare the situs (point of sale) of the materials as the construction site address.

22. **The costs to be incurred by local government to provide facilities or services directly resulting from the new improvements:** *None*

23. **Please provide wastewater information, including activities, facilities, plant processes, products, services, chemicals, materials, and hazardous substances that may be used or that may result from the activities to be conducted within the proposed improvements:** *NA*

24. **Explain any proposed pretreatment of wastewater prior to discharge into the sanitary sewer system:** *NA*

25. **Will there be any proposed monitoring of wastewater discharge into the sanitary sewer system:** *NA*

26. **Public improvements to be made by the Company in which the public my benefit (please list if any):** *None*

27. **Will this business compete with existing businesses in the county? If so, please list local companies providing the same services:** *No*

28. **Are there possibilities for local businesses to become suppliers? Any new retail opportunities? Please explain.** *Yes. Equipment/tools/computer suppliers, repair companies, office supplies and equipment.*

29. **Do you anticipate your relocation to attract other new businesses to the area? Please explain:** *Possibly other divisions of Bechtel, i.e., Telecom group.*

30. **Does the business produce any type of emissions or are there any other environmental matters for the city/county to consider:** *No*

31. **The company agrees to participate in the continuing economic development process in Fort Bend County by becoming a Regular member of the GFBEDC for a minimum period coinciding with the term of any abatement granted by the County: _X__ Yes ____ No**
The County Commissioners' Court has placed this requirement in their evaluation process to require new companies to join in the continuance of the economic development process. The cost of the GFBEDC regular membership is $2,000 annually.)

Please provide the additional information as an addendum to the EIS Questionnaire:

A. **Site Plans & Legal Description of the Property:** City Council and Commissioners Court will not place a value-added tax abatement request on their agenda without first having a copy of the project site plan, including a metes and bounds description of the site to be designated as the reinvestment zone. *Attached*

B. **Five year projection of planned improvements and employment, to be provided by the applicant.** *Initial projections provided above are consistent with 5 yr. plan.*

Robert B. Hall
Signature

President
Title

8/10/06
Date

AGENDA ITEM
20A

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form to: Agenda Coordinator, County Judge's Office

---

Date Submitted: March 24, 2009

Submitted By: Michael Gutierrez
Department: Comm. Pct#1

Court Date: April 07, 2009

Telephone: 281-633-7687

SUMMARY OF ITEM:

Take all appropriate action on the following Renewal Agreement between Fort Bend County and the YMCA, for an amount not to exceed $31,696, funded by BFI tipping fees, as authorized by Commissioners Court on October 28, 2008. (Fund: Fresno Arcola Projects)

Renewal Agreement/Appointment: YES ☒ NO

Reviewed by County Attorney's Office: YES X NO

List Supporting Documents Attached:
Agreement.

FINANCIAL SUMMARY:

Budgeted Item: YES ☐ NO

Funding Source: Fund:_____Agency:_Organization:_____Object:

Requires Auditor to Certify Funds: YES ☐ NO

Instructions for submitting an Agenda Request:

- **Completely fill out agenda form: incomplete forms will not be processed.**
- **Agenda Request Forms may be submitted by e-mail, fax, or inter-office mail, and all information must be provided by Wednesday at 2:00 p.m. to all departments listed below.**
- **Original back-up must be received in County Judge's Office by 2:00 p.m. on Wednesday.**

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office: x (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to: (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to the numbers below:

x	Auditor	(281-341-3774)	Comm. Pct. 1(281-342-0587)
x	Budget Officer	(281-344-3954)	x Comm. Pct. 2(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	x Comm. Pct. 3(281-242-9060)
☐	Purchasing Agent	(281-341-8642)	x Comm. Pct. 4(281-980-9077)
☐	Information Technology	(281-341-4526)	x County Clerk (281-341-8697)
☐	Other: _____		x County Atty (281-341-4557)

Recommendation:

Special Handling:_____

4-17-09 Orig ret. to Michael at Comm Pct. 1

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

RENEWAL AGREEMENT FOR YMCA PROGRAMS

THIS RENEWAL AGREEMENT, is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter called "**County**," and the Fort Bend YMCA, a division of the YMCA of Greater Houston, a non-profit, Texas corporation, hereinafter referred to as "**Contractor**" to perform a summer youth outreach program at the New St. Phillips Missionary Baptist Church, located in Fort Bend County, Texas.

W I T N E S S E T H:

WHEREAS, County has a responsibility to provide for the support of its citizens who are unable to support themselves;

WHEREAS, County has the authority to provide recreational facilities and funding for recreational services, as well as support for its citizens;

WHEREAS, County and Contractor agree that Contractor shall provide and has the ability to provide an organized and supervised outreach program;

WHEREAS, the Commissioners' Court of Fort Bend County finds that it is in the public interest and serves the general welfare of the community, for Contractor to provide an outreach program and for County to providing funding for such programs;

WHEREAS, the Commissioners' Court of Fort Bend County finds that by entering into this Agreement with Contractor, it will be promoting public safety and furthering its interest in law enforcement, by reducing crime, especially juvenile crime;

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to the parties herein named, it is hereby agreed as follows:

ARTICLE I.
INCORPORATION OF PREAMBLE

The parties affirm that all of the matters set forth in the preamble are true and correct and hereby incorporate said preamble as a material part of this Agreement.

ARTICLE II.
SERVICES

2.01 Contractor shall perform the following services as described in Article V.
2.02 Any event or activity permitted under the terms of this Agreement shall be supervised by Contractor's personnel, all of whom shall be properly trained, adequate in number and who shall remain on-site during the entire course of the event or activity.

ARTICLE III.
CONSIDERATION

3.01 As consideration for this Agreement, County will pay to Contractor an amount not to

County Contractor

exceed THIRTY-ONE THOUSAND SIX HUNDRED NINTETY-SIX DOLLARS ($31,696.00), payable in two (2) payments of $15,848.00 each.

3.02 Contractor shall submit an invoice describing in detail the services provided prior the County's processing of any payment.

3.03 County will make payment to Contractor within thirty (30) calendar days after receipt of an approved invoice.

ARTICLE IV.
TERM

4.01 This Agreement shall be effective upon formal approval by County and shall terminate on September 30, 2009. This Agreement may be terminated without cause prior to the expiration of the term herein at the option of either County or Contractor upon the giving of thirty (30) days written notice to the other party in the manner and form provided for herein.

4.02 The termination of the Agreement will be effective upon the last day of the month in which the expiration of the thirty (30) day period occurs.

ARTICLE V.
CONTRACTOR'S RESPONSIBILITIES AND OBLIGATIONS

5.01 During the term of this Agreement, Contractor's obligations and/or responsibilities hereunder, in addition to others specified herein, shall include the provision of the following services: the provision of outreach services in the form of summertime tutorial, recreational and developmental programming for youth 6 to 17 years old in the low income/"at risk" ("Services").

5.02 Contractor shall pay all the wages and salaries of all employees retained by Contractor, for the provision of the Services.

5.03 Contractor shall also be solely responsible for all program supplies necessary to provide the Services.

5.04 Contractor will not allow any illegal activity to take place at the site and will immediately report any and all illegal activity to law enforcement.

5.05 Breach of any provision of this Article shall be grounds for immediate termination of this Agreement.

ARTICLE VI.
ASSIGNMENT

CONTRACTOR WILL NOT, IN WHOLE OR IN PART, TRANSFER, ASSIGN, ALL OR ANY PORTION, ABANDON, OR OTHERWISE DISPOSE OF ITS RIGHTS UNDER THIS AGREEMENT, WITHOUT THE PRIOR EXPRESS WRITTEN CONSENT OF COMMISSIONERS' COURT.

ARTICLE VII.
NOTICE

7.01 Any notice required or permitted hereunder to be given, shall be given by registered or certified United States Mail, return receipt requested, postage prepaid, addressed to:

County Contractor

To County:
Fort Bend County
301 Jackson, 7th Floor
Richmond, Texas 77469
Attn: County Judge
Phone (281) 341-8608
Fax: (281) 341-8609

To Contractor:
Gladys Brumfield, Executive Director
Fort Bend YMCA
4433 Cartwright
Missouri City, TX 77459
Phone 281.499.9622
Fax 281.281.499.6323

With Copies To:
Fort Bend County Attorney:
301 Jackson Street, Suite 621
Richmond, Texas 77469
Phone: (281) 341-4555
Fax: (281) 341-4557

7.02 Notice will be considered given and completed upon deposit of notice in the U.S. Mail.
7.03 Notwithstanding anything to the contrary herein contained, County is not precluded from giving actual notice to the Contractor in any manner.
7.04 Any change to Contractor's addresses will be in writing, signed by the Contractor, and will be delivered to the Commissioners' Court of the County.

ARTICLE VIII.
INDEMINIFICATION

8.01 **CONTRACTOR EXPRESSLY AGREES TO INDEMNIFY AND HOLD COUNTY, ITS AGENTS, EMPLOYEES AND OFFICERS (THE FOREGOING ARE COLLECTIVELY REFERRED TO HEREIN AS "COUNTY"), HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS AND RELATED EXPENSES IN ANY MANNER WHATSOEVER, ARISING OUT OF THE SERVICES AND ALL EVENTS AND/OR ACTIVITIES OF CONTRACTOR, ITS OFFICERS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, MEMBERS, AGENTS, GUESTS, INVITEES AND VOLUNTEERS INCIDENT TO THIS AGREEMENT.**

8.02 **CONTRACTOR WILL INDEMNIFY AND PROTECT THE COUNTY FROM THE ALLEGED JOINT, CONCURRENT OR SOLE NEGLIGENCE, OR OTHER FAULT OF CONTRACTOR.**

ARTICLE IX.
CONTRACTOR IS AN INDEPENDENT CONTRACTOR

9.01 In the performance of work or services under this Agreement, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers or volunteers performing work required hereunder shall be deemed solely as employees of Contractor, or where permitted, its subcontractors.
9.02 Contractor and its agents, employees, officers or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of

County Contractor

County and shall not be entitled to any of the privileges or benefits of County employment.

ARTICLE X.
MISCELLANEOUS

10.01 Except as otherwise provided for herein, all consents, rules, and regulations as provided for herein by the County shall only be those approved or adopted by the Commissioners' Court of Fort Bend County, Texas.

10.02 Wherever the phrase "Commissioners' Court" is used herein, it refers to the Commissioners' Court of Fort Bend County.

10.03 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

10.04 Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

10.05 No member, official, or employee of County shall be personally liable to Contractor or any successor in interest, in the event of any default or breach by County or for any amount which may become due to Contractor, its successors, or on any obligations under the terms of this Agreement.

10.06 This Agreement shall be governed by the laws of the State of Texas. Venue for all purposes is the County of Fort Bend, Texas.

ARTICLE XI.
CONTRACTOR'S REPRESENTATIONS AND ACKNOWLEDGEMENTS

11.01 Contractor warrants and represents unto County that:

A. Contractor is a duly organized and existing legal entity, in good standing in the state of Texas;

B. Contractor has full right and authority to execute, deliver and perform this Agreement;

C. The person executing this Agreement on behalf of Contractor was authorized to do so;

D. That prior to County's execution of this Agreement, Contractor will deliver to County satisfactory evidence of the person executing this Agreements authority to execute this Agreement on behalf of Contractor;

ARTICLE XII
ENTIRE AGREEMENT

12.01 This Agreement constitutes the entire Agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written instrument duly executed by the County, acting through its Commissioners Court, and Contractor.

12.02 Contractor hereby agrees that no representations or grants or rights or privileges shall be binding upon County unless expressed in writing in this Agreement.

12.03 Any oral representations or modifications concerning this instrument will be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

County Contractor

ARTICLE XIII.
EXECUTION

IN TESTIMONY AND WITNESS OF WHICH this Agreement has been executed in duplicate originals as follows:

FORT BEND COUNTY:

Robert E. Hebert, County Judge

Date: 4-7-09

ATTEST:

Dianne Wilson, County Clerk

FORT BEND YMCA, A DIVISION OF THE YMCA OF GREATER HOUSTON

Gladys Brumfield, Executive Director

Date: 04.07.09

Auditor Certificate

I hereby certify that funds in the amount of $31,696.00 are available to pay the County's obligation within the foregoing Agreement for the provision of Services.

Ed Sturdivant, County Auditor

County Contractor

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

20 B

RETURN TO: AGENDA COORD-COUNTY JUDGE'S OFFICE

DATE SUBMITTED: March 31, 2009
SUBMITTED BY: Patsy Schultz
DEPARTMENT: Tax Assessor /Collector
AGENDA DATE: April 7, 2009
PHONE NO.: 281-341-3735

SUMMARY OF ITEM: Waiver of Penalty & Interest & Attorney Fees; James S. Hewitt, Son of Floyd S Hewitt, Acct# 4600-00-026-0080-907; Tax Year 2007; Precinct # 1

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

REVIEWED BY COUNTY ATTORNEY'S OFFICE YES ( ) NO ( )

LIST SUPPORTING DOCUMENTS ATTACHED:
1. Request for Waiver
2. Recommendation from the Tax Collector
3. Tax Receipt

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDING SOURCE: FUND: _____ AGENCY_____ ORGANIZATION:_____ OBJECT:_____

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☐

Original Form Submitted with back up to County Judge's Office: Yes (x)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to 281-341-8609
Distribute copies with back-up to all listed below. If by Fax, send to numbers below

yes (x) Auditor	(281-341-3774)	yes (x) Comm. Pct. 1	(281-342-0587)
yes (x) Budget Officer	(281-344-3954)	yes (x) Comm. Pct. 2	(281-403-8009)
yes (x) County Attorney	(281-341-4557)	yes (x) Comm. Pct. 3	(281-242-9060)
yes ( ) Purchasing Agent	(281-341-8642)	yes (x) Comm. Pct. 4	(281-980-9077)
yes (x) County Clerk	(281-341-8697)	yes ( ) Facilities/Planning	(281-633-7022)

Instructions for submitting an Agenda Request:

1. Completely fill out agenda form, incomplete forms will not be processed.
2. Fax or inter-office copies of agenda form with all back up information by Wednesday at 2:00 p.m. to the departments listed above.
3. All original back-up must be received in the County Judges Office by 2:00 p.m. on Wednesday.

RECOMMENDATION / ACTION REQUESTED:

Tax Assessor Collector Patsy Schultz
I do recommend waiver of penalty and interest & Attorney Fees

COUNTY JUDGE
Fort Bend County, Texas

Robert E. Hebert
County Judge

(281) 341-8608
Fax (281) 341-8609

March 31, 2009

James S. Hewitt
Floyd S. Hewitt Exec.
1351 Wood Valley Road
Mountainside, NJ 07092-1899

Email: jhewitt260@aol.com

Reference: Account Number 4600-00-026-0080-907
Tax Year 2007, Precinct 1

Dear Mr. Hewitt:

The County has received your request to waive penalty and interest on Fort Bend County property taxes including attorney fees. Fort Bend County is also authorized by Fort Bend ISD and the Fort Bend Fresh Water Supply #1 to act on their behalf, bringing the total amount requested to $262.06 for the referenced account for tax year 2007.

Commissioners Court is scheduled to consider your request on April 7, 2009 at 1:00 p.m., during regular session. The Commissioners Court is located on the seventh floor of the William B. Travis Building, 301 Jackson Street, Suite 700, in Richmond, Texas.

Please contact Commissioner Richard Morrison, at 281-344-9400 if you wish to discuss your request in further detail. Your presence is not mandatory for the Court to act upon your request.

Section 33.011 (a) of the Texas Tax Code provides Commissioners Court with authority to consider a waiver of penalty and interest on property taxes in situations where an error can be proved on the part of either the County Tax Office or the Central Appraisal District.

Sincerely,

Robert E. Hebert

Copy: Richard Morrison, Commissioner, Precinct 1

COUNTY TAX ASSESSOR / COLLECTOR

Fort Bend County, Texas

Patsy Schultz, RTA
County Tax Assessor/Collector
500 Liberty Street, Suite 101
Richmond, TX 77469

(281) 341-3710
Fax (281) 341-9267
Email: schulpat@co.fort-bend.tx.us
www.fortbendcountytax.com

DATE: March 26, 2009

TO: County Judge Robert E. Hebert
Commissioner Richard Morrison
Commissioner Grady Prestage
Commissioner Andy Meyers
Commissioner James Patterson
Roy Cordes, County Attorney

FROM: Patsy Schultz, RTA
Tax Assessor/Collector

RE: Waiver of Penalty and Interest –Hewitt, Floyd S: Acct#4600-00-026-0080-907
2007 Tax Year; Legal Description: Magnolia Place, Block 26, Lot 8, Acres 1.0;
Precinct 1

Mr. James S. Hewitt, son of Floyd S. Hewitt, is requesting waiver of penalty and interest on the above referenced account for the 2007 tax year.

Tax Office records indicate:

- October 30, 2007—2007 1st Mailer –mailed to Hewitt Floyd S Exec, 1351 Wood Valley Rd, Mountainside, NJ 07092-1899.
- December 26, 2007—Mr. Floyd Hewitt sent payment of $53.70 for 2007 taxes. This note was written on payment coupon "Obvious typographical error on bill. Should be 2,180.00 not 21,780. Paid last year rate" was written on the payment coupon (copy enclosed).
- January 14, 2008—2007 statement was mailed to Hewitt Floyd S Exec, 1351 Wood Valley Rd., Mountainside, NJ 07092-amount due $548.90.
- February 22, 2008—2007 reminder notice was mailed to Hewitt Floyd S Exec, 1351 Wood Valley Rd, Mountainside, NJ 07092-1899-amount due $587.33.
- May 19, 2008—33.07 Notice mailed to Hewitt Floyd S Exec, 1351 Wood Valley Rd, Mountainside, NJ 07092-1899-amount due $620.25.
- January 9, 2009—2008 statement mailed per Supplement 12 Batch to Hewitt Floyd S Exec, 1351 Wood Valley Rd, Mountainside, NJ 07092-1899- amount due $603.25. Supplement 12 changed improvement value –removed septic and well.
- February 2, 2009—Fort Bend Central Appraisal District admits error was made by their office per letter.
- Fort Bend ISD & Fort Bend Fresh Water Supply District #1 has authorized Fort Bend County Tax Office to handle the processing of the waiver of penalty and interest and allow the Fort Bend County Commissioners Court to make the determination based on 33.011 of the State Property Tax Code.

FORT BEND COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, SEX, RELIGION, AGE OR DISABILITY IN EMPLOYMENT OR THE PROVISION OF SERVICES

Breakdown of Taxes Paid:

2007 Tax Year	FBISD	FBC	FB Fresh Water Supply #1	Total
Base Tax	$ 247.99	$102.52	$ 198.39	$548.90
Penalty & Interest	**62.00**	**62.00**	**49.60**	**173.60**
Attorney Fees	**25.63**	**25.63**	**37.20**	**88.46**
Total	$ 335.62	$190.15	$ 285.19	$810.96

Total Penalty, Interest & Attorney Fees: $ 262.06

I **do** recommend waiver of penalty, interest and attorney fees. There is evidence of an error by the Central Appraisal District. Property Tax Code Section 33.011 (a) (1). "The governing body of a taxing unit: shall waive penalties and interest and may provide for the waiver of interest on a delinquent tax if an act or omission of an officer, employee, or agent of the taxing unit or the appraisal district in which the taxing unit participates caused or resulted in the taxpayer's failure to pay the tax before delinquency..."

DUPLICATE TAX RECEIPT

PATSY SCHULTZ, RTA
FORT BEND COUNTY COUNTY TAX ASSESSOR/ COLLECTOR
500 LIBERTY STREET SUITE 101
RICHMOND, TEXAS 77469-3500
(281) 341-3710

Certified Owner:

HEWITT FLOYD S EXEC
1351 WOOD VALLEY RD
MOUNTAINSIDE , NJ 07092-1899

Legal Description:

MAGNOLIA PLACE, BLOCK 26, LOT 8, ACRES 1
.0

Parcel Address: CALIFORNIA ST
Legal Acres: 1.0000

Remit Seq No: 13836272
Receipt Date: 02/25/2009
Deposit Date: 03/02/2009
Print Date: 03/05/2009

>--
Deposit No: 090302AJ1
Validation No: 900000016591142
Account No: 4600-00-026-0080-907
Operator Code: BENITAR
--<

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2007	Fort Bend Isd	21,780	1.250000	247.99	62.00	62.00	371.99
2007	Fort Bend Fresh Water Supply Dist #1	21,780	1.000000	198.39	49.60	37.20	285.19
2007	Fort Bend Co Drainage	21,780	0.018000	3.57	0.89	0.89	5.35
2007	Fort Bend Co Gen Fnd	21,780	0.498740	98.95	24.74	24.74	148.43
1991	Lateral Road & Flood Control	800	0.040900	0.33	0.00	0.00	0.33
1991	Drainage District	800	0.057500	0.46	0.00	0.00	0.46
1991	Fort Bend County General Fund	800	0.491600	3.93	0.00	0.00	3.93
				$553.62	$137.23	$124.83	$815.68

>--
Check Number(s):
157
--<

PAYMENT TYPE:

Checks:	$815.68
Total Applied:	$815.68
Change Paid:	$0.00

Exemptions on this property:

ACCOUNT PAID IN FULL

PAYER:
FLOYD S HEWITT
DAVID E HEWITT
1351 WOOD VALLEY ROAD
MOUNTAINSIDE , NJ 07092

(281) 341-3710

FORT BEND CENTRAL APPRAISAL DISTRICT
2801 B. F. Terry Blvd., Rosenberg, Texas 77471-5600
Phone 281•344•8623 Fax 281•344•8632

Monday, February 02, 2009

Patsy Schultz
Fort Bend County Tax Assessor / Collector
500 Liberty Street Suite 101
Richmond, Texas 77469-3500

Reference account R77836, Lot 8, Block 26 of Magnolia Place

Dear Ms. Schultz,

I have been contacted by Mr. Jim Hewitt brother to Floyd S Hewitt, Executor of property R77836 being Lot 8, Block 26 of Magnolia Place regarding the state of the account and the penalty and interest added to the account.

Floyd called in May of 2007 and spoke with Joe Doenges in the land department about the value of the property. After some time, Floyd was not able to resolve his concern over the value of the property. He then contacted me regarding the value increase wanting a better explanation for the increase from $2,180 to $21,780. After I discussed the issues with him I told him Mr. Doenges would be giving him a call back and go over the information regarding the value change and also go over the sales in the area supporting the value. In the process of the protest season, no further contact was made. Floyd paid last year's amount since he had never received anything indicating the final value from the land department. In reviewing all the actions, I believe this district by not following up with Mr. Hewitt led to the delinquency of the account and therefore, ask that the penalty and interest be waived on the account.

If you have any questions on this matter, please let me know.

Sincerely,

Glen T. Whitehead, RPA

Chief Appraiser

FBC FEB 10 2009 TAX

cc: Floyd Hewitt

FEB 11 2009
RESEARCH

AGENDA ITEM

FORT BEND COUNTY FY 2009

COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 04/01/09	**Submitted By:** Katie Herrington
	Department: Commissioner, Pct 2
Court Agenda Date: 04/07/09	**Phone Number:** 281-403-8003

21A

SUMMARY OF ITEM: Take all appropriate action to suspend the requirement for solicitation of qualifications for professional services for project managerment services for the Missouri City Annex, and authorize negotiations with BSCI

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐

REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

x☐	Auditor	(281-341-3774)	x☐	Comm. Pct. 1	(281-342-0587)
x☐	Budget Officer	(281-344-3954)	x☐	Comm. Pct. 2	(281-403-8009)
x☐	Facilities/Planning	(281-633-7022)	x☐	Comm. Pct. 3	(281-242-9060)
x☐	Purchasing Agent	(281-341-8642)	x☐	Comm. Pct. 4	(281-980-9077)
x☐	Information Technology	(281-341-4526)	x☐	County Clerk	(281-341-8697)
☐	Other:		x☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

AGENDA ITEM
21B

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted:	**Submitted By:**
	Department: Commissioner Pct. 2
Court Agenda Date: 4/7/2009	**Phone Number:**

SUMMARY OF ITEM: Take all appropriate action on request to authorize electronic application to U.S. Department of Justice for grant funding of three law enforcement officers for gang intervention activities in the Houston portion of Fort Bend County by the COPS Hiring Recovery Program (CHRP) in the amount of $552,711 for the period of October 1, 2009 through September 30, 2012, with no cash match required until conclusion of the federal funding in 2012, when the three positions must be retained by Fort Bend County for a term of at least twelve months.

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: **Accounting Unit:** **Account Number:**
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:

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☐	Purchasing Agent	(281-341-8642)	☐	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☐	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

22 A, B

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 03.31.09 **Submitted By:** L aura Johnson
Department: Commissioner Pct 3
Court Agenda Date: 04.07.09 **Phone Number:** 4556

A

B

SUMMARY OF ITEM: Approve Order Decreeing the Acquisition of Property to be a Public Necessity and Authorize the Acquisition and Payment of Compensation for public project known as Katy Flewellen Widening Project.

Approve Order Decreeing the Acquisition of Property to be a Public Necessity and Authorize the Acquisition and Payment of Compensation for public project known as Katy Gaston Road Widening Project.

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES X NO ☐

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:

- **Completely fill out agenda form: incomplete forms will not be processed.**
- **Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.**
- **All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.**

DISTRIBUTION:

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If by E-Mail to ospindon@co.fort-bend.tx.us **If by Fax to (281) 341-8609**
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☐	Purchasing Agent	(281-341-8642)	☐	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☐	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Mobility Project No. 3791-733
Mobility Project No. 3791-734

Special Handling Requested (specify):

4-15-09 orig. ret. to Laura at CO. Attorney

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

RESOLUTION AND ORDER DECREEING THE ACQUISITION OF PROPERTY TO BE A PUBLIC NECESSITY AND AUTHORIZING THE ACQUISITION AND PAYMENT OF COMPENSATION

WHEREAS, on the 7 day of April, 2009, at a regular meeting of the Commissioners Court of Fort Bend County, Texas, sitting as the governing body of Fort Bend County, upon motion of Commissioner Meyers, seconded by Commissioner Patterson, duly put and carried:

RESOLUTION

RESOLVED THAT WHEREAS, the Commissioners Court has received and reviewed the plans for a public project known as the Katy Flewellen Widening Project, located from Pin Oak to Katy Gaston Road, in Fort Bend County, Texas; and,

WHEREAS, Commissioners Court has determined that public necessity and convenience exists for the location, alignment, construction, operation, and maintenance of a public project known as Katy Flewellen Widening Project, located from Pin Oak to Katy Gaston Road, in Fort Bend County, Texas, in accordance with said plans, alignment, and tract identifications which are part hereof:

ORDER

NOW THEREFORE, IT IS ORDERED AND DECREED that the plans for the location, alignment, construction, operation, and maintenance of the public project known as Katy Flewellen Widening Project, located from Pin Oak to Katy Gaston Road, in Fort Bend County, Texas, is approved.

IT IS FURTHER ORDERED AND DECREED that public necessity and convenience exist for the public project, known as Katy Flewellen Widening Project, located from Pin Oak to Katy Gaston Road, in Fort Bend County, Texas, and that the County Engineer be authorized and directed to obtain appraisals, surveys, title information and/or make

official offers of specific amount for the purchase of either easement or the fee simple interest in and to the tract(s) situated within such alignment [survey(s) attached]; that the County Attorney be authorized and directed, and he is hereby authorized and directed to file or cause to be filed proceedings in eminent domain and to acquire thereby easement or fee simple interest for said purposes in the tract(s) which cannot be acquired as aforesaid by donation, dedication, or purchase.

IT IS FURTHER ORDERED AND DECREED that the County Judge or designated representative be authorized and directed to sign any papers or agreements associated with closing the purchase(s); the County Attorney, County Clerk, County Auditor and County Treasurer be authorized and directed to perform any and all necessary acts within their respective spheres of official duties toward the final acquisition of the tract(s) of land, or interest(s) therein, together with the improvement if any, within the said public project known as Katy Flewellen Widening Project, located from Pin Oak to Katy Gaston Road, Fort Bend County, Texas and the payment and compensation therefore.

PASSED AND APPROVED this 7 day of April, 2009.

FORT BEND COUNTY

Robert E. Hebert, County Judge

ATTEST:

Dianne Wilson, County Clerk

WHV/as:Mobility3791-:Katy Flewellen.3791-734:Resolution and Order (3/23/09)

EXHIBIT _____

County: **Fort Bend**
Road: **Katy-Flewellen**
Project Limits: **Katy-Gaston to Greenbusch**

PROPERTY DESCRIPTION OF PARCEL 1

Being a 0.4748 of one acre (20,682 square feet) parcel of land situated in the James Conner Survey, Abstract 157 in Fort Bend County, Texas, being out of a called 46.2037 acre tract of land conveyed to the Katy Gaston Investment, Inc. by deed filed under Clerk's File Number 2008038738 of the Official Public Records of Real Property of Fort Bend County, Texas, dated April 9, 2008, said 0.4748 of one acre parcel being more particularly described by metes and bounds as follows:

COMMENCING from a 5/8-inch iron rod found for the southwesterly corner of said called 46.207 acre tract, being on the northerly line a called 133.28 acre tract of land as described by deed filed under Clerk's File Number 2002136996 of the Official Public Records of Real Property of Fort Bend County, Texas, dated November 14, 2002, from which a found 1/2-inch iron pipe for the northwesterly corner of said called 46.207 acre tract bears North 01°56'22" West, 975.96 feet;

THENCE, North 88°14'30" East (called: North 89°52'52" West) along said northerly line of said called 133.28 acre tract, same being along the southerly line of said called 46.207 acre tract, a distance of 1,636.21 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for corner, being on the proposed northwesterly right-of-way line of Katy-Flewellen Road (100-foot width) and being the southwesterly corner and POINT OF BEGINNING of the herein described parcel;

1.) THENCE, North 42°49'08" East along said proposed northwesterly right-of-way line of said Katy-Flewellen Road, a distance of 1,049.07 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for corner, being on the westerly line of a called 0.699 of one acre tract of land as described by deed recorded in Volume 500, page 675 of the Deed Records of Fort Bend County, Texas, dated March 4, 1968, being on the easterly line said called 46.207 acre tract and being the northwesterly corner of the herein described parcel, from which a found 1/2-inchiron rod for a common corner between said called 0.699 of one acre tract and called 46.207 acre tract bears South 19°58'38" East, 206.10 (called South 17°54'00" East);

EXHIBIT _____

2.) THENCE, South 19°58'38" East (called: South 17°54'00" East) along the common line between said called 0.699 of one acre tract and called 46.207 acre tract, a distance of 22.49 feet to a point for corner, being on the existing northwesterly right-of-way line of said Katy-Flewellen Road (80-foot width, F.B.C.C.F No. 2002132067 plat and a portion where no instrument of record was found), being the southwesterly corner of said called 0.699 of one acre tract, being the southerly most northeasterly corner of said called 46.207 acre tract and being the northeasterly corner of the herein described parcel;

3.) THENCE, South 42°49'08" West (called: South 44°51'11" West, 1,014.46 feet) along said existing northwesterly right-of-way line of said Katy-Flewellen Road, a distance of 1,019.08 feet to a point for corner, being the northeasterly corner of aforementioned called 133.28 acre tract, being the southeasterly corner of aforementioned called 46.207 acre tract and being the southeasterly corner of the herein described parcel;

4.) THENCE, South 88°14'30" West (called: North 89°52'52" West) along the common line between said called 133.28 acre tract and said called 46.207 acre tract, a distance of 28.08 feet to the POINT OF BEGINNING and containing an area of 0.4748 of one acre (20,682 square feet) of land.

This property description was prepared in conjunction with a parcel plat of the same date.

Abstracting was completed in August 2008.

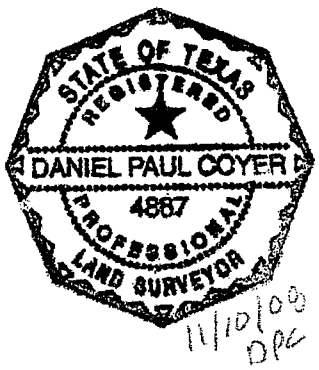
Ground Surveying was completed in September 2008.

The Point of Beginning has coordinates of: X=2,972,987.37 and Y=13,837,004.99.

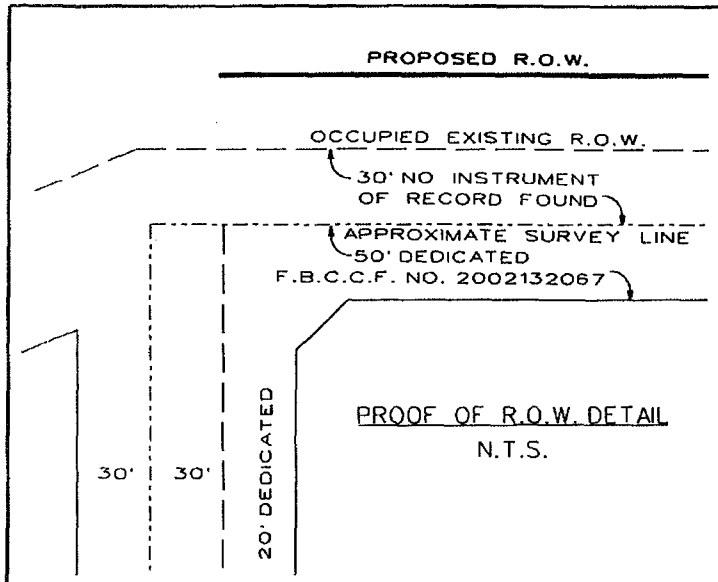
All bearings and coordinates are based on the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983, 1993 adjustment. All distances and coordinates shown are surface and may be converted to grid by multiplying by a combined adjustment factor of 0.999888968.

Daniel Paul Coyer

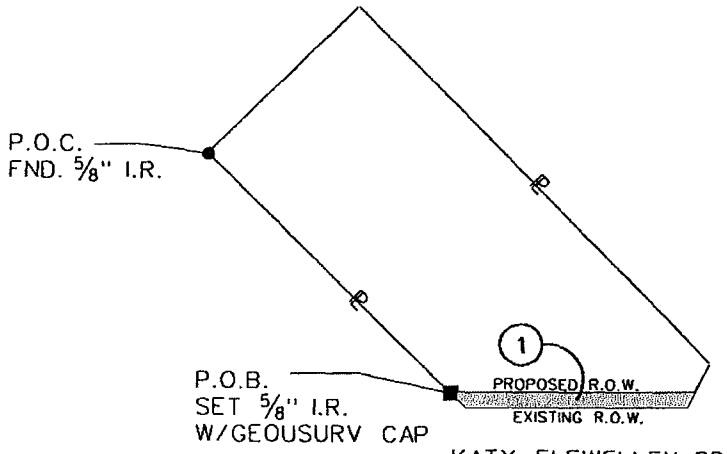
Daniel Paul Coyer, R.P.L.S.
Registered Professional Land Surveyor No. 4867
GeoSurv, Inc. (TSC Surveying Company)
3300 S. Gessner Road, Suite 120
Houston, Texas 77063



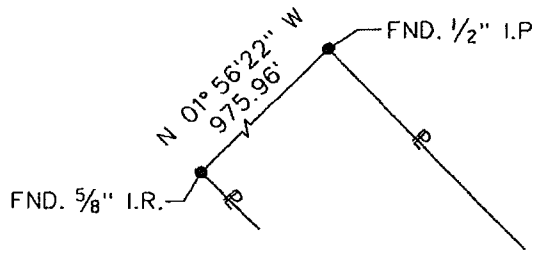
11/10/08
DPC



PROOF OF R.O.W. DETAIL
N.T.S.



PARENT TRACT INSET
PARCEL 1
N.T.S.



"D-1"
N.T.S.

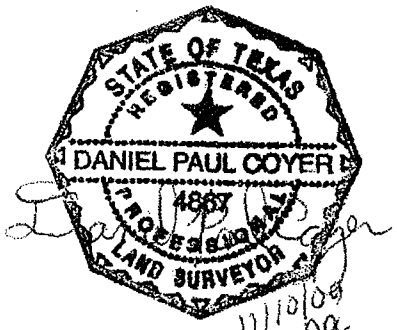
LEGEND

- ■ SET 5/8" I.R. W/GEOSURV CAP
- ● FOUND PROPERTY CORNER UNLESS OTHERWISE NOTED
- ○ POINT
- ℙ PROPERTY LINE

NOTES:

1. ALL BEARINGS AND SURFACE COORDINATES ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983(NAD 83), TEXAS SOUTH CENTRAL ZONE 4204, EPOCH DATE 2001.00. THE HORIZONTAL CONTROL WAS ESTABLISHED UTILIZING GPS STATIC METHODS WITH THE GPS VECTORS BEING PROCESSED TO NGS CORS INFORMATION.

2. ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 0.999888968.



TAKING

AREA WITHIN OCCUPIED R.O.W.	=	0.0000 AC. 00,000 S.F.
AREA OUTSIDE OCCUPIED R.O.W.	=	0.4748 AC. 20,682 S.F.
TOTAL AREA	=	0.4748 AC. 20,682 S.F.

EXISTING ACRES	TAKING ACRES/ S.F.	REMAINDER ACRES
46.2037	0.4748 20,682	45.7289

PARCEL PLAT
SHOWING PROPERTY OF

PARCEL 1

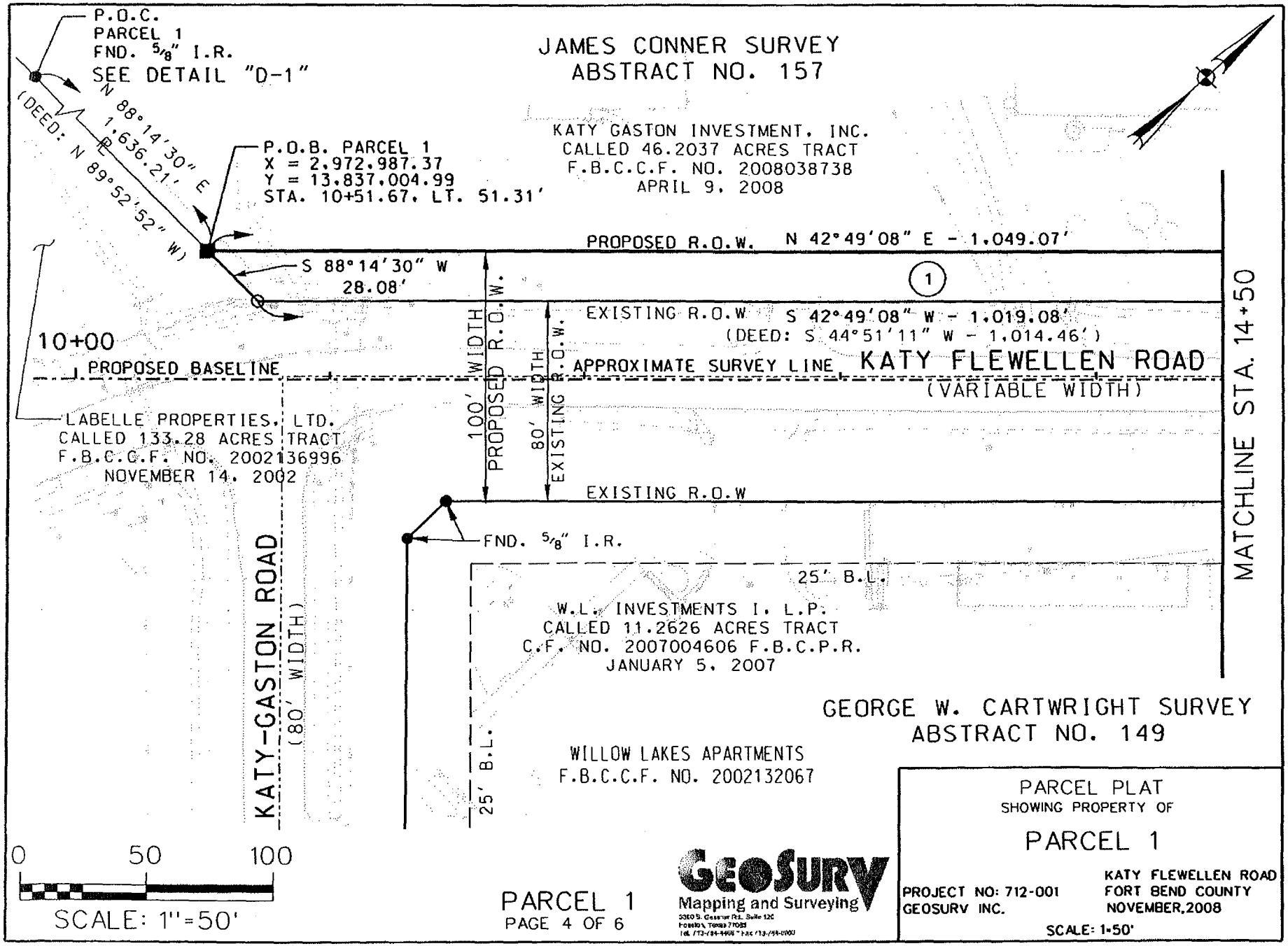
KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER,2008

PROJECT NO: 712-001
GEOSURV INC.

SCALE: 1"=50'

PARCEL 1
PAGE 3 OF 6

GEOSURV
Mapping and Surveying
3009 S. Gessner Rd., Suite 126
Houston, Texas 77063
Tel. 713-784-4466 * Fax 713-784-8903



PARCEL 1
PAGE 4 OF 6

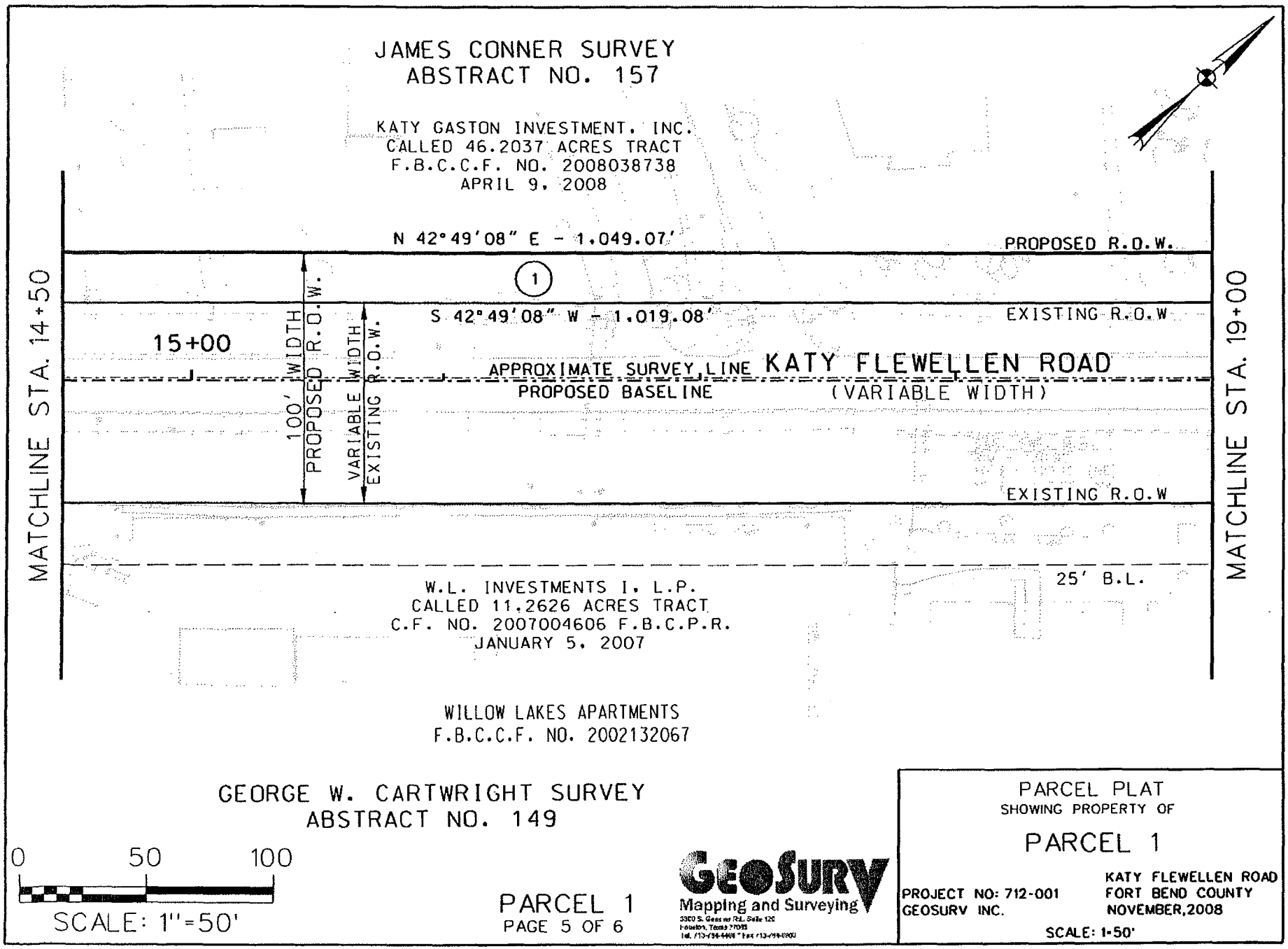
GeoSurv
Mapping and Surveying

PARCEL PLAT
SHOWING PROPERTY OF
PARCEL 1

PROJECT NO: 712-001
GEOSURV INC.

KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER, 2008

SCALE: 1"=50'


JAMES CONNER SURVEY
ABSTRACT NO. 157
KATY GASTON INVESTMENT, INC.
CALLED 46.2037 ACRES TRACT
F.B.C.C.F. NO. 2008038738
APRIL 9, 2008
N 42°49'08" E - 1,049.07'
PROPOSED R.O.W.
1
S 42°49'08" W - 1,019.08'
EXISTING R.O.W
MATCHLINE STA. 14+50
15+00
100' WIDTH PROPOSED R.O.W.
VARIABLE WIDTH EXISTING R.O.W.
APPROXIMATE SURVEY LINE
PROPOSED BASELINE
KATY FLEWELLEN ROAD
(VARIABLE WIDTH)
EXISTING R.O.W
MATCHLINE STA. 19+00
25' B.L.
W.L. INVESTMENTS I, L.P.
CALLED 11.2626 ACRES TRACT
C.F. NO. 2007004606 F.B.C.P.R.
JANUARY 5, 2007
WILLOW LAKES APARTMENTS
F.B.C.C.F. NO. 2002132067
GEORGE W. CARTWRIGHT SURVEY
ABSTRACT NO. 149
0 50 100
SCALE: 1"=50'
PARCEL 1
PAGE 5 OF 6
GeoSurv
Mapping and Surveying
PARCEL PLAT
SHOWING PROPERTY OF
PARCEL 1
KATY FLEWELLEN ROAD
FORT BEND COUNTY
PROJECT NO: 712-001
GEOSURV INC.
NOVEMBER,2008
SCALE: 1-50'

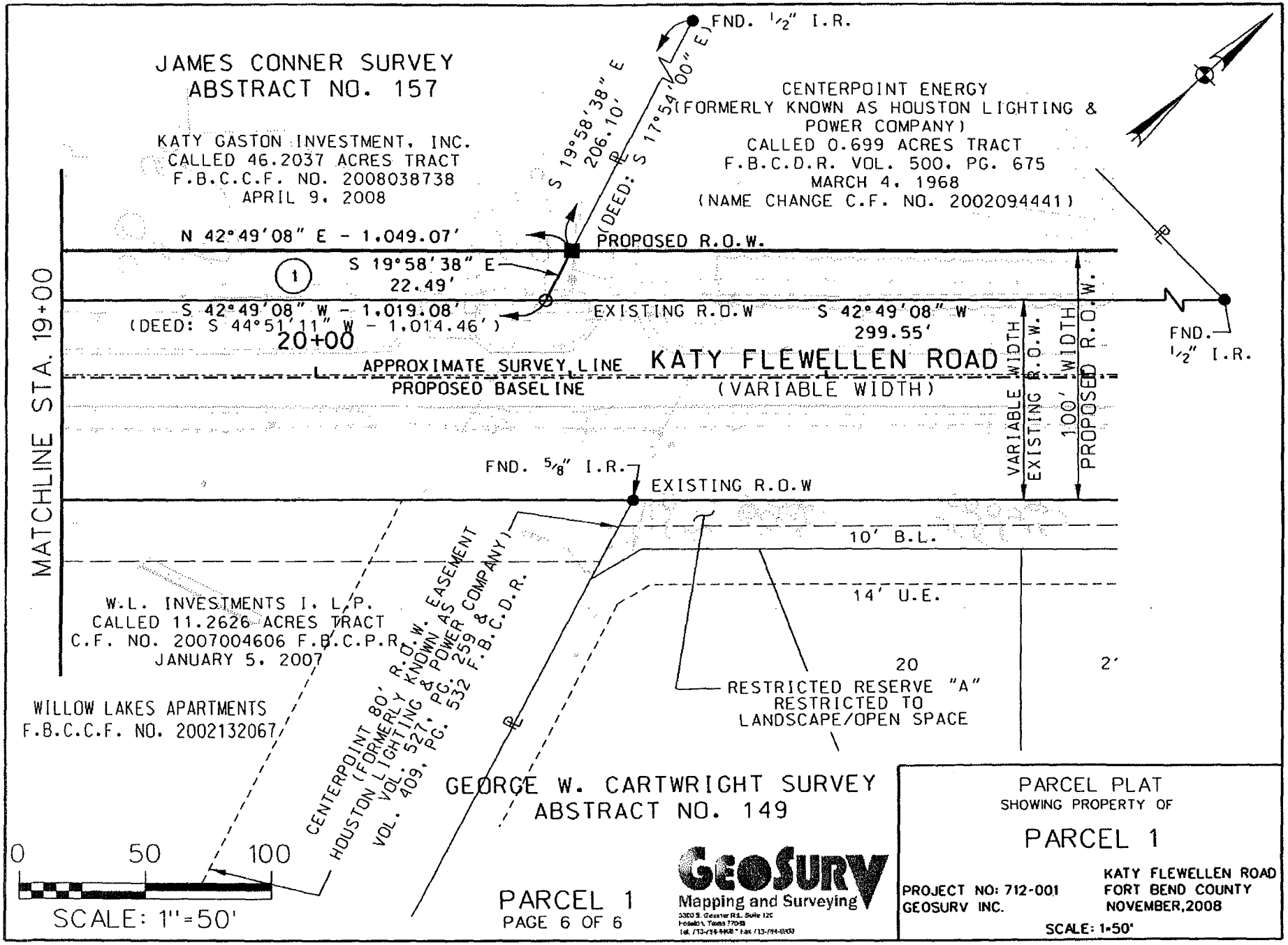

JAMES CONNER SURVEY
ABSTRACT NO. 157
KATY GASTON INVESTMENT, INC.
CALLED 46.2037 ACRES TRACT
F.B.C.C.F. NO. 2008038738
APRIL 9, 2008
CENTERPOINT ENERGY
(FORMERLY KNOWN AS HOUSTON LIGHTING & POWER COMPANY)
CALLED 0.699 ACRES TRACT
F.B.C.D.R. VOL. 500, PG. 675
MARCH 4, 1968
(NAME CHANGE C.F. NO. 2002094441)
FND. 1/2" I.R.
S 19°58'38" E
206.10'
(DEED: S 17°54'00" E)
N 42°49'08" E - 1,049.07'
PROPOSED R.O.W.
S 19°58'38" E
22.49'
S 42°49'08" W - 1,019.08'
(DEED: S 44°51'11" W - 1,014.46')
20+00
EXISTING R.O.W
S 42°49'08" W
299.55'
FND. 1/2" I.R.
MATCHLINE STA. 19+00
APPROXIMATE SURVEY LINE
PROPOSED BASELINE
KATY FLEWELLEN ROAD
(VARIABLE WIDTH)
VARIABLE WIDTH
EXISTING R.O.W.
100' WIDTH
PROPOSED R.O.W.
FND. 5/8" I.R.
EXISTING R.O.W
10' B.L.
14' U.E.
W.L. INVESTMENTS I, L.P.
CALLED 11.2626 ACRES TRACT
C.F. NO. 2007004606 F.B.C.P.R.
JANUARY 5, 2007
CENTERPOINT 80' R.O.W. EASEMENT
(FORMERLY KNOWN AS HOUSTON LIGHTING & POWER COMPANY)
VOL. 409, PG. 532 F.B.C.D.R.
VOL. 527, PG. 259 F.B.C.D.R.
20
2'
RESTRICTED RESERVE "A"
RESTRICTED TO
LANDSCAPE/OPEN SPACE
WILLOW LAKES APARTMENTS
F.B.C.C.F. NO. 2002132067
GEORGE W. CARTWRIGHT SURVEY
ABSTRACT NO. 149
0
50
100
SCALE: 1"=50'
PARCEL 1
PAGE 6 OF 6
GeoSurv
Mapping and Surveying
PARCEL PLAT
SHOWING PROPERTY OF
PARCEL 1
KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER, 2008
PROJECT NO: 712-001
GEOSURV INC.
SCALE: 1"=50'

EXHIBIT _____

County: **Fort Bend**
Road: **Katy-Flewellen**
Project Limits: **Katy-Gaston to Greenbusch**

PROPERTY DESCRIPTION OF PARCEL 2

Being a 0.1308 of one acre (5,696 square feet) parcel of land situated in the James Conner Survey, Abstract 157 and in the E.P. Everett Survey, Abstract 385 in Fort Bend County, Texas, being out of a called 0.699 of one acre tract of land conveyed to CenterPoint Energy (formerly known as Houston Power and Lighting Company) as described by deed recorded in Volume 500, Page 675 of the Deed Records of Fort Bend County, Texas, dated March 4, 1968, said 0.1308 of one acre parcel being more particularly described by metes and bounds as follows:

COMMENCING from a 1/2-inch iron rod found for the westerly corner of said called 0.699 of one acre tract and being the northeasterly corner of a called 46.207 acre tract of land as described by deed filed under Clerk's File Number 2008038738 of the Official Public Records of Real Property of Fort Bend County, Texas, dated April 9, 2008;

THENCE, South 19°58'38" East (called: South 19°55'50" East) along the common line between said called 0.699 of one acre tract and said called 46.207 acre tract, a distance of 206.10 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for corner, being on the proposed northwesterly right-of-way line of Katy-Flewellen Road (100-foot width) and being the southwesterly corner and POINT OF BEGINNING of the herein described parcel;

1.) THENCE, North 42°49'08" East along said proposed northwesterly right-of-way line of said Katy-Flewellen Road, a distance of 270.08 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for corner, being on the southerly line of a called 11.197 acre tract of land as described by deed filed under Clerk's File Number 2003169333 of the Official Public Records of Real Property of Fort Bend County, Texas, dated November 25, 2003, being on the northerly line of said called 0.699 of one acre tract and being the northwesterly corner of the herein described parcel;

2.) THENCE, North 89°00'18" East (called: North 89°02'50" East) along the common line between said called 0.699 of one acre tract and called 11.107 acre tract, a distance of 27.72 feet to a 1/2-inch iron rod found for corner, being on the existing northwesterly right-of-way line of said Katy-Flewellen Road (80-foot width, F.B.C.C.F No. 2002132067 plat, F.B.C.P.R. Slide No. 2217B plat and a portion where no instrument of record was found), being the southeasterly corner of said called 11.197 acre tract, being the northeasterly corner of said called 0.699 of one acre tract and being the northeasterly corner of the herein described parcel;

EXHIBIT _____

3.) THENCE, South 42°49'08" West (called: South 42°49'30" West, 299.55 feet) along said existing northwesterly right-of-way line of said Katy-Flewellen Road, a distance of 299.55 feet to a point for corner, being the northeasterly corner of aforementioned called 46.2037 acre tract, being the southeasterly corner of said called 0.699 of one acre tract and being the southeasterly corner of the herein described parcel;

4.) THENCE, North 19°58'38" West (called: South 19°55'50" East) along the common line between said called 46.207 acre tract and said called 0.699 of one acre tract, a distance of 22.49 feet to the POINT OF BEGINNING and containing an area of 0.1308 of one acre (5,696 square feet) of land.

This property description was prepared in conjunction with a parcel plat of the same date.

Abstracting was completed in August 2008.

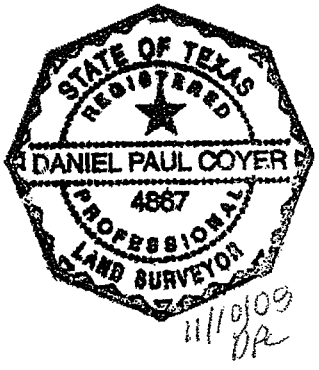
Ground Surveying was completed in September 2008.

The Point of Beginning has coordinates of: X=2,973,700.41 and Y=13,837,774.49.

All bearings and coordinates are based on the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983, 1993 adjustment. All distances and coordinates shown are surface and may be converted to grid by multiplying by a combined adjustment factor of 0.999888968.

Daniel Paul Coyer

Daniel Paul Coyer, R.P.L.S
Registered Professional Land Surveyor No. 4867
GeoSurv, Inc. (TSC Surveying Company)
3300 S. Gessner Road, Suite 120
Houston, Texas 77063



11/10/08
DR

PROPOSED R.O.W.

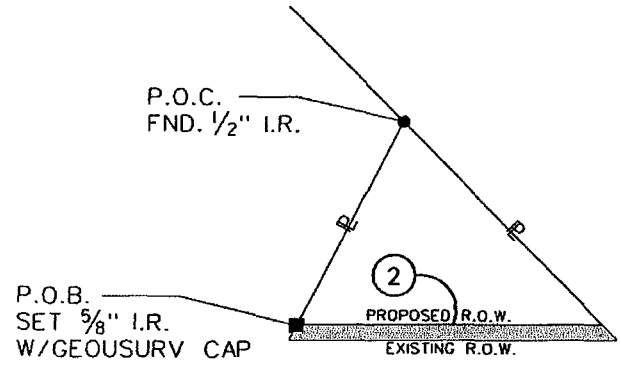
OCCUPIED EXISTING R.O.W.

30' NO INSTRUMENT OF RECORD FOUND

APPROXIMATE SURVEY LINE
50' DEDICATED
F.B.C.C.F. NO. 2002132067

PROOF OF R.O.W. DETAIL

N.T.S.



KATY FLEWELLEN RD.

PARENT TRACT INSET
PARCEL 2
N.T.S.

LEGEND

- ■ SET 5/8" I.R. W/GEOSURV CAP
- ● FOUND PROPERTY CORNER UNLESS OTHERWISE NOTED
- ○ POINT
- ℄ PROPERTY LINE

NOTES:
1. ALL BEARINGS AND SURFACE COORDINATES ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983(NAD 83), TEXAS SOUTH CENTRAL ZONE 4204, EPOCH DATE 2001.00. THE HORIZONTAL CONTROL WAS ESTABLISHED UTILIZING GPS STATIC METHODS WITH THE GPS VECTORS BEING PROCESSED TO NGS CORS INFORMATION.

2. ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 0.999888968.

STATE OF TEXAS
REGISTERED
DANIEL PAUL COYER
4867
PROFESSIONAL
LAND SURVEYOR

11/10/09
DPC

TAKING

AREA WITHIN OCCUPIED R.O.W.	=	0.0000 AC. 00,000 S.F.
AREA OUTSIDE OCCUPIED R.O.W.	=	0.1308 AC. 5,696 S.F.
TOTAL AREA	=	0.1308 AC. 5,696 S.F.

EXISTING ACRES	TAKING ACRES/ S.F.	REMAINDER ACRES
0.699	0.1308 5,696	0.5682

PARCEL 2
PAGE 3 OF 4

GEOSURV
Mapping and Surveying
3300 S. Gessner Rd. Suite 120
Houston, Texas 77063
tel. 713-784-4500 * fax 713-784-4503

PARCEL PLAT
SHOWING PROPERTY OF

PARCEL 2

PROJECT NO: 712-001
GEOSURV INC.

KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER,2008

SCALE: 1"=50'

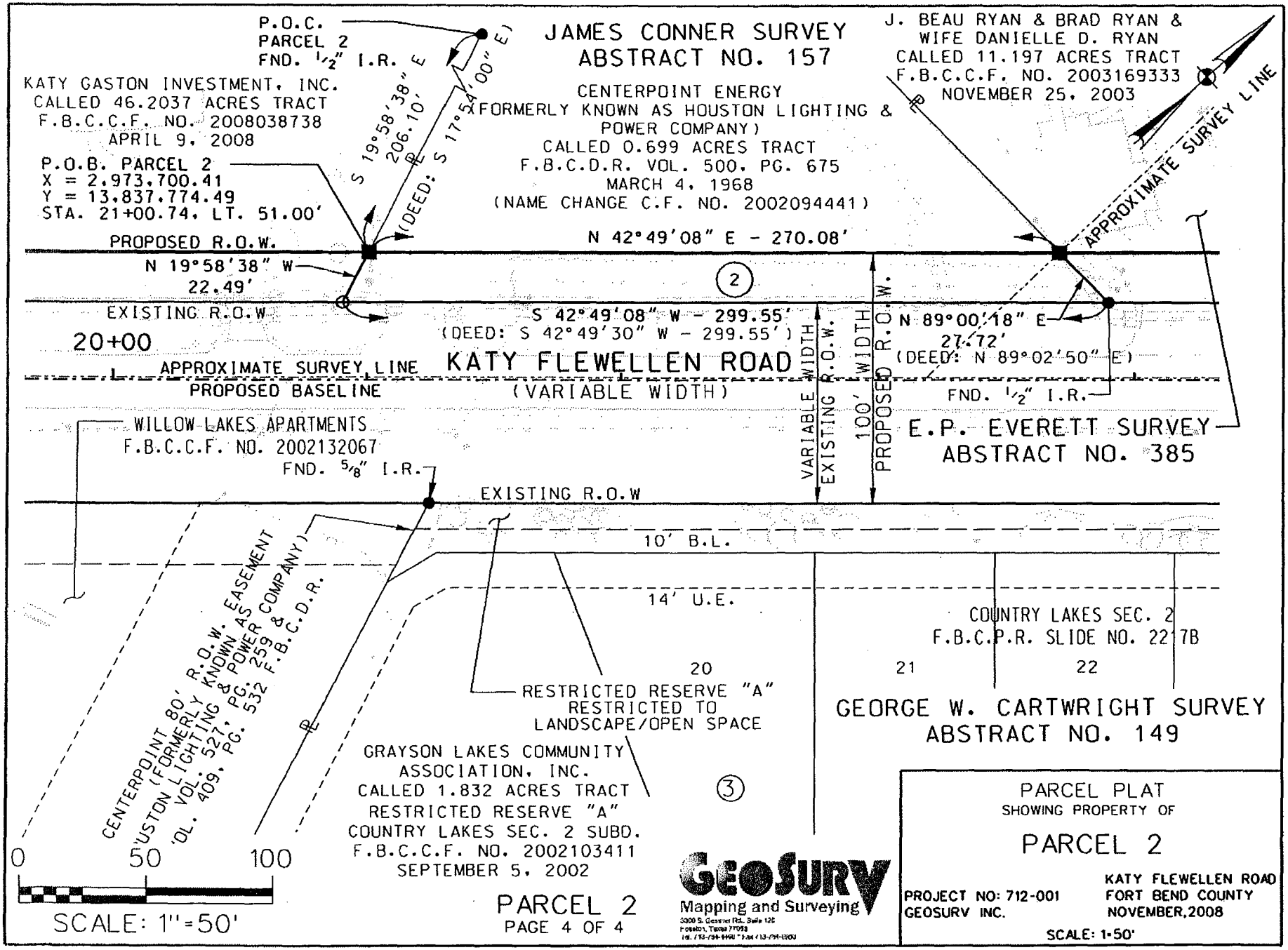

P.O.C.
PARCEL 2
FND. 1/2" I.R.
KATY GASTON INVESTMENT, INC.
CALLED 46.2037 ACRES TRACT
F.B.C.C.F. NO. 2008038738
APRIL 9, 2008
P.O.B. PARCEL 2
X = 2,973,700.41
Y = 13,837,774.49
STA. 21+00.74, LT. 51.00'
S 19°58'38" E
206.10'
(DEED: S 17°54'00" E)
JAMES CONNER SURVEY
ABSTRACT NO. 157
CENTERPOINT ENERGY
(FORMERLY KNOWN AS HOUSTON LIGHTING & POWER COMPANY)
CALLED 0.699 ACRES TRACT
F.B.C.D.R. VOL. 500, PG. 675
MARCH 4, 1968
(NAME CHANGE C.F. NO. 2002094441)
J. BEAU RYAN & BRAD RYAN &
WIFE DANIELLE D. RYAN
CALLED 11.197 ACRES TRACT
F.B.C.C.F. NO. 2003169333
NOVEMBER 25, 2003
APPROXIMATE SURVEY LINE
PROPOSED R.O.W.
N 19°58'38" W
22.49'
N 42°49'08" E - 270.08'
EXISTING R.O.W
S 42°49'08" W - 299.55'
(DEED: S 42°49'30" W - 299.55')
N 89°00'18" E
27.72'
(DEED: N 89°02'50" E)
FND. 1/2" I.R.
20+00
APPROXIMATE SURVEY LINE
PROPOSED BASELINE
KATY FLEWELLEN ROAD
(VARIABLE WIDTH)
VARIABLE WIDTH EXISTING R.O.W.
100' WIDTH PROPOSED R.O.W.
E.P. EVERETT SURVEY
ABSTRACT NO. 385
WILLOW LAKES APARTMENTS
F.B.C.C.F. NO. 2002132067
FND. 5/8" I.R.
EXISTING R.O.W
10' B.L.
14' U.E.
CENTERPOINT 80' R.O.W. EASEMENT
(FORMERLY KNOWN AS HOUSTON LIGHTING & POWER COMPANY)
VOL. 527, PG. 259 & VOL. 409, PG. 532 F.B.C.D.R.
COUNTRY LAKES SEC. 2
F.B.C.P.R. SLIDE NO. 22 7B
20
21
22
RESTRICTED RESERVE "A"
RESTRICTED TO
LANDSCAPE/OPEN SPACE
GRAYSON LAKES COMMUNITY
ASSOCIATION, INC.
CALLED 1.832 ACRES TRACT
RESTRICTED RESERVE "A"
COUNTRY LAKES SEC. 2 SUBD.
F.B.C.C.F. NO. 2002103411
SEPTEMBER 5, 2002
GEORGE W. CARTWRIGHT SURVEY
ABSTRACT NO. 149
0
50
100
SCALE: 1"=50'
PARCEL 2
PAGE 4 OF 4
GEOSURV
Mapping and Surveying
PARCEL PLAT
SHOWING PROPERTY OF
PARCEL 2
PROJECT NO: 712-001
GEOSURV INC.
KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER, 2008
SCALE: 1-50'

EXHIBIT _____

County: **Fort Bend**
Road: **Katy-Flewellen**
Project Limits: **Katy-Gaston to Greenbusch**

PROPERTY DESCRIPTION OF PARCEL 3

Being a 0.0634 of one acre (2,762 square feet) parcel of land situated in the James Conner Survey, Abstract 157 in Fort Bend County, Texas, being out of a called 11.197 acre tract of land conveyed to J. Beau Ryan & Brad Ryan & wife, Danielle D. Ryan as described by deed filed under Clerk's File Number 2003169333 of the Official Public Records of Real property of Fort Bend County, Texas, dated November 25, 2003, said 0.0634 of one acre parcel being more particularly described by metes and bounds as follows:

COMMENCING from a Iron Bar found for the southwesterly corner of said called 11.197 acre tract and being the northernmost northeasterly corner of a called 46.2037 acre tract of land as described by deed filed under Clerk's File Number 2008038738 of the Official Public Records of Real Property of Fort Bend County, Texas, dated April 9, 2008;

THENCE, North 89°00'18" East (called: North 89°59'20" West) along the common line between said called 11.197 acre tract and said called 46.207 acre tract, passing a found 1/2-inch iron rod at a distance of 749.27 feet for the westerly corner of a called 0.699 of one acre tract of land as described by deed recorded in Volume 500, Page 675 of the Deed Records of Fort Bend County, Texas, dated March 4, 1968, in all a total distance of 1,003.29 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for corner, being on the proposed northwesterly right-of-way line of Katy-Flewellen Road (100-foot width) and being the southwesterly corner and POINT OF BEGINNING of the herein described parcel;

1.) THENCE, North 42°49'08" East along said proposed northwesterly right-of-way line of said Katy-Flewellen Road, a distance of 145.43 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for corner, being on the southerly line of a called 48.10 acre tract of land as described by deed filed under Clerk's File Number 2003110474 of the Official Public Records of Real Property of Fort Bend County, Texas, dated June 19, 2003, being on the northerly line of said called 11.197 acre tract and being the northwesterly corner of the herein described parcel, from which a found 5/8-inch iron rod bears North 59°48'40" West, 1,306.85;

EXHIBIT _____

2.) THENCE, South 59°48'40" East (called: South 57°47'10" East) along the common line between said called 11.197 acre tract and called 48.10 acre tract, a distance of 20.50 feet to a 5/8-inch iron rod found for corner, being on the existing northwesterly right-of-way line of said Katy-Flewellen Road (80-foot width, F.B.C.C.F No. 2002132067 plat, F.B.C.P.R. Slide No. 2217B plat and a portion where no instrument of record was found), being the southeasterly corner of said called 48.10 acre tract, being the northeasterly corner of said called 11.197 acre tract and being the northeasterly corner of the herein described parcel;

3.) THENCE, South 42°49'08" West (called: South 44°49'56" West) along said existing northwesterly right-of-way line of said Katy-Flewellen Road, a distance of 130.73 feet to a 1/2-inch iron rod found corner, being the northeasterly corner of aforementioned called 0.699 of one acre tract, being the southeasterly corner of said called 11.197 of acre tract and being the southeasterly corner of the herein described parcel;

4.) THENCE, South 89°00'18" West (called: North 88°59'20" West) along the common line between said called 0.699 of one acre tract and said called 11.198 acre tract, a distance of 27.72 feet to the POINT OF BEGINNING and containing an area of 0.0634 of one acre (2,762 square feet) of land.

This property description was prepared in conjunction with a parcel plat of the same date.

Abstracting was completed in August 2008.

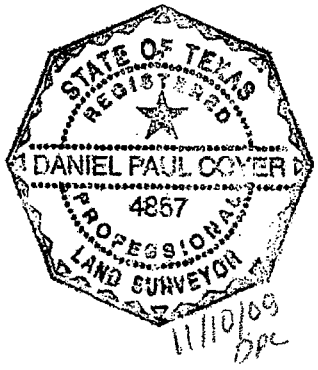
Ground Surveying was completed in September 2008.

The Point of Beginning has coordinates of: X=2,973,883.98 and Y=13,837,972.59.

All bearings and coordinates are based on the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983, 1993 adjustment. All distances and coordinates shown are surface and may be converted to grid by multiplying by a combined adjustment factor of 0.999888968.

Daniel Paul Coyer

Daniel Paul Coyer, R.P.L.S.
Registered Professional Land Surveyor No. 4867
GeoSurv, Inc. (TSC Surveying Company)
3300 S. Gessner Road, Suite 120
Houston, Texas 77063



PROPOSED R.O.W.

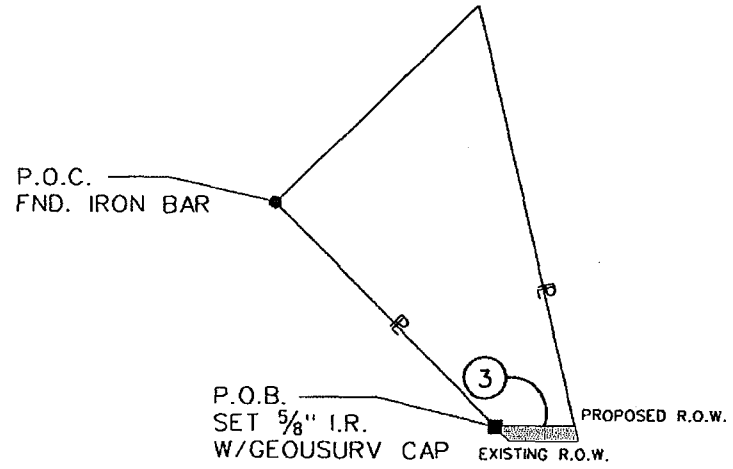
OCCUPIED EXISTING R.O.W.

30' NO INSTRUMENT OF RECORD FOUND

APPROXIMATE SURVEY LINE 50' DEDICATED F.B.C.C.F. NO. 2002132067

PROOF OF R.O.W. DETAIL

N.T.S.



KATY FLEWELLEN RD.

PARENT TRACT INSET
PARCEL 3
N.T.S.

LEGEND

- ■ SET 5/8" I.R. W/GEOSURV CAP
- ● FOUND PROPERTY CORNER UNLESS OTHERWISE NOTED
- ○ POINT
- ℄ PROPERTY LINE

NOTES:

1. ALL BEARINGS AND SURFACE COORDINATES ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983(NAD 83), TEXAS SOUTH CENTRAL ZONE 4204, EPOCH DATE 2001.00. THE HORIZONTAL CONTROL WAS ESTABLISHED UTILIZING GPS STATIC METHODS WITH THE GPS VECTORS BEING PROCESSED TO NGS CORS INFORMATION.

2. ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 0.999888968.

STATE OF TEXAS
REGISTERED
DANIEL PAUL COYER
4857
PROFESSIONAL
LAND SURVEYOR

11/10/08

TAKING

AREA WITHIN OCCUPIED R.O.W.	-	0.0000 AC. 00,000 S.F.
AREA OUTSIDE OCCUPIED R.O.W.	-	0.0634 AC. 2,762 S.F.
TOTAL AREA	-	0.0634 AC. 2,762 S.F.

EXISTING ACRES	TAKING ACRES/ S.F.	REMAINDER ACRES
11.197	0.0634 2,762	11.1336

PARCEL 3
PAGE 3 OF 4

GEOSURV
Mapping and Surveying
5300 S. Gessner Rd., Suite 120
Houston, Texas 77063
tel. 713-781-9400 fax 713-781-8100

PARCEL PLAT
SHOWING PROPERTY OF

PARCEL 3

PROJECT NO: 712-001
GEOSURV INC.

KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER,2008

SCALE: 1"=50'

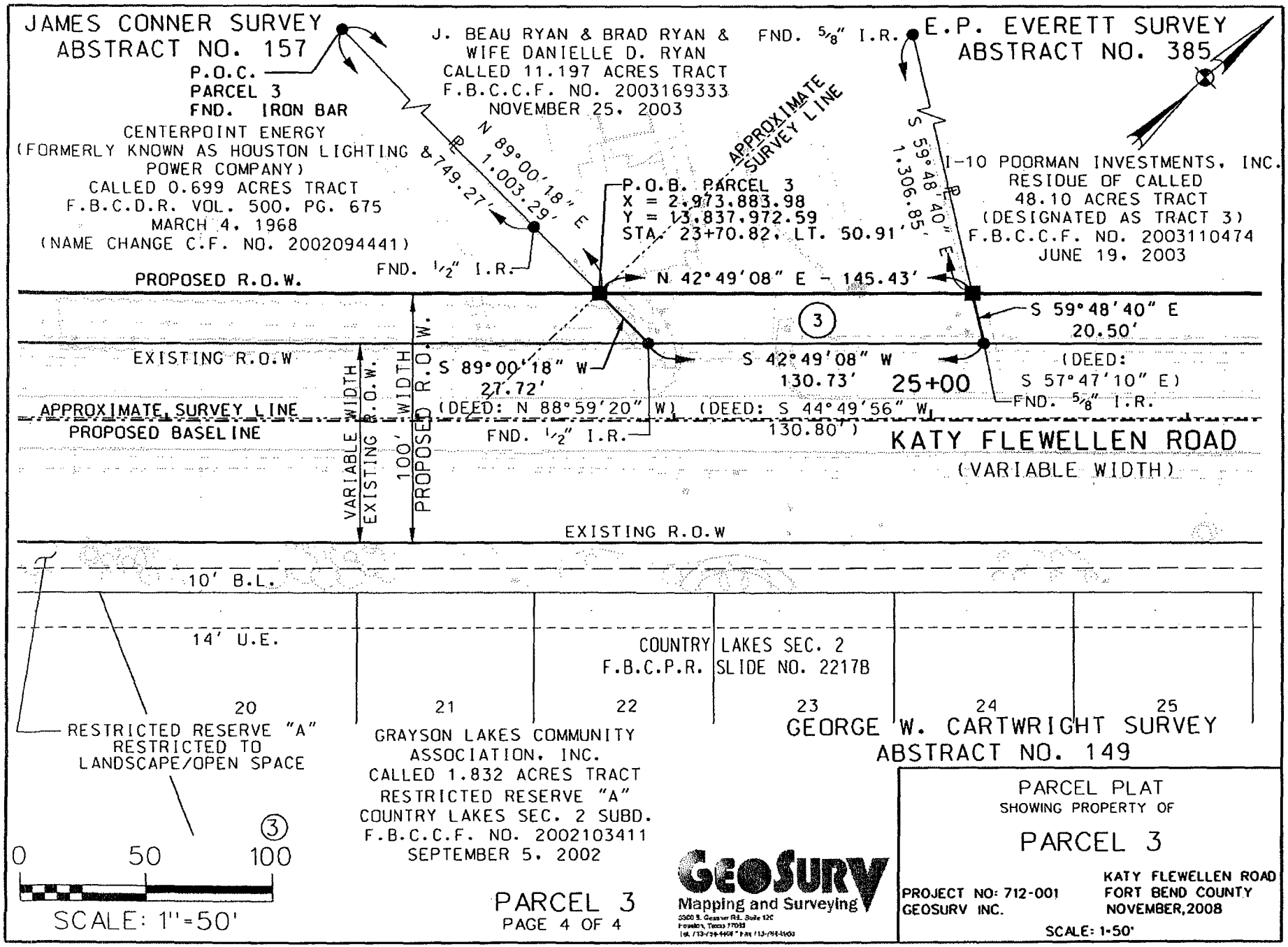

JAMES CONNER SURVEY
ABSTRACT NO. 157
P.O.C.
PARCEL 3
FND. IRON BAR
CENTERPOINT ENERGY
(FORMERLY KNOWN AS HOUSTON LIGHTING & POWER COMPANY)
CALLED 0.699 ACRES TRACT
F.B.C.D.R. VOL. 500, PG. 675
MARCH 4, 1968
(NAME CHANGE C.F. NO. 2002094441)
J. BEAU RYAN & BRAD RYAN & WIFE DANIELLE D. RYAN
CALLED 11.197 ACRES TRACT
F.B.C.C.F. NO. 2003169333
NOVEMBER 25, 2003
FND. 5/8" I.R.
E.P. EVERETT SURVEY
ABSTRACT NO. 385
I-10 POORMAN INVESTMENTS, INC.
RESIDUE OF CALLED
48.10 ACRES TRACT
(DESIGNATED AS TRACT 3)
F.B.C.C.F. NO. 2003110474
JUNE 19, 2003
N 89°00'18" E
1,003.29'
R
749.27'
APPROXIMATE SURVEY LINE
S 59°48'40" E
1,306.85'
P.O.B. PARCEL 3
X = 2,973,883.98
Y = 13,837,972.59
STA. 23+70.82, LT. 50.91'
FND. 1/2" I.R.
PROPOSED R.O.W.
N 42°49'08" E - 145.43'
S 59°48'40" E
20.50'
3
EXISTING R.O.W
S 89°00'18" W
27.72'
(DEED: N 88°59'20" W)
S 42°49'08" W
130.73'
(DEED: S 44°49'56" W, 130.80')
25+00
(DEED: S 57°47'10" E)
FND. 5/8" I.R.
APPROXIMATE SURVEY LINE
PROPOSED BASELINE
FND. 1/2" I.R.
KATY FLEWELLEN ROAD
(VARIABLE WIDTH)
VARIABLE WIDTH EXISTING R.O.W.
100' WIDTH PROPOSED R.O.W.
EXISTING R.O.W
10' B.L.
14' U.E.
COUNTRY LAKES SEC. 2
F.B.C.P.R. SLIDE NO. 2217B
20
21
22
23
24
25
RESTRICTED RESERVE "A"
RESTRICTED TO
LANDSCAPE/OPEN SPACE
GRAYSON LAKES COMMUNITY ASSOCIATION, INC.
CALLED 1.832 ACRES TRACT
RESTRICTED RESERVE "A"
COUNTRY LAKES SEC. 2 SUBD.
F.B.C.C.F. NO. 2002103411
SEPTEMBER 5, 2002
GEORGE W. CARTWRIGHT SURVEY
ABSTRACT NO. 149
0
50
100
SCALE: 1"=50'
PARCEL 3
PAGE 4 OF 4
GEOSURV
Mapping and Surveying
PARCEL PLAT
SHOWING PROPERTY OF
PARCEL 3
PROJECT NO: 712-001
GEOSURV INC.
KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER, 2008
SCALE: 1"=50'

EXHIBIT _____

County: **Fort Bend**
Road: **Katy-Flewellen**
Project Limits: **Katy-Gaston to Greenbusch**

PROPERTY DESCRIPTION OF PARCEL 4

Being a 0.1255 of one acre (5,468 square feet) parcel of land situated in the James Conner Survey, Abstract 157 in Fort Bend County, Texas, being out of a residue of a called 48.10 acre tract of land conveyed to I-10 Poorman Investments, Inc. as described by deed filed under Clerk's File Number 2003110474 of the Official Public Records of Real property of Fort Bend County, Texas, dated June 19, 2003 said 0.1255 of one acre parcel being more particularly described by metes and bounds as follows:

COMMENCING from a 5/8-iron rod found for the westerly corner of said residue of a called 48.10 acre tract and being the northwesterly corner of a called 11.197 acre tract of land as described by deed filed under Clerk's File Number 2003169333 of the Official Public Records of Real Property of Fort Bend County, Texas, dated November 25, 2003;

THENCE, South 59°48'40" East (called: South 57°46'08" East) along the common line between said residue of a called 48.10 acre tract and said called 11.197 acre tract, a distance of 1,306.85 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for corner, being on the proposed northwesterly right-of-way line of Katy-Flewellen Road (100-foot width) and being the southwesterly corner and POINT OF BEGINNING of the herein described parcel;

1.) THENCE, North 42°49'08" East along said proposed northwesterly right-of-way line of said Katy-Flewellen Road, a distance of 287.38 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for corner, being on the southeasterly corner of Reserve "A" Wood Creek Bend II Street Dedication Plat according to the map or plat thereof filed under Clerk's File Number 20080132 of the Official Plat Records of Fort Bend County, Texas, said map widens the existing right of way width to 100-foot, being on the northerly line of said residue of a called 48.10 acre tract and being the northwesterly corner of the herein described parcel;

2.) THENCE, South 02°25'19" West along the northerly line said residue of a called 48.10 acre tract, a distance of 30.86 feet to a point for corner, being on the existing northwesterly right-of-way line of said Katy-Flewellen Road (80-foot width, F.B.C.C.F No. 2002132067 plat, F.B.C.P.R. Slide No. 2217B plat and a portion where no instrument of record was found), being the northeasterly corner of said residue of a called 48.10 acre tract and being the northeasterly corner of the herein described parcel;

EXHIBIT _____

3.) THENCE, South 42°49'08" West (called: South 44°51'10" West) along said existing northwesterly right-of-way line of said Katy-Flewellen Road, a distance of 259.39 feet to a found 5/8-inch iron rod for corner, being the northeasterly corner of aforementioned called 11.197 acre tract, being the southeasterly corner of said residue of a called 48.10 of acre tract and being the southeasterly corner of the herein described parcel;

4.) THENCE, North 59°48'40" West (called: North 57°46'08" West) along the common line between said called 11.197 acre tract and said residue of a called 48.10 acre tract, a distance of 20.50 feet to the POINT OF BEGINNING and containing an area of 0.1255 of one acre (5,468 square feet) of land.

This property description was prepared in conjunction with a parcel plat of the same date.

Abstracting was completed in August 2008.

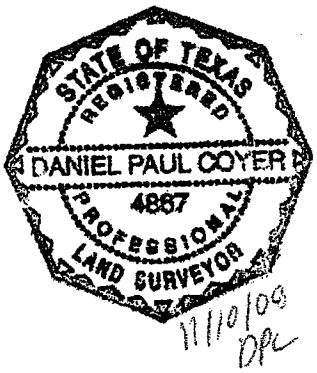
Ground Surveying was completed in September 2008.

The Point of Beginning has coordinates of: X=2,973,982.83 and Y=13,838,079.27.

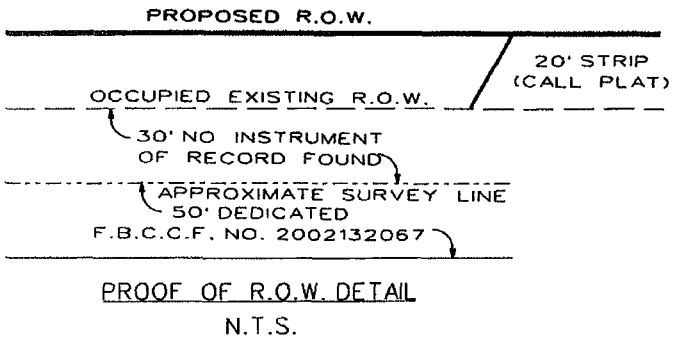
All bearings and coordinates are based on the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983, 1993 adjustment. All distances and coordinates shown are surface and may be converted to grid by multiplying by a combined adjustment factor of 0.999888968.

Daniel Paul Coyer

Daniel Paul Coyer, R.P.L.S
Registered Professional Land Surveyor No. 4867
GeoSurv, Inc. (TSC Surveying Company)
3300 S. Gessner Road, Suite 120
Houston, Texas 77063

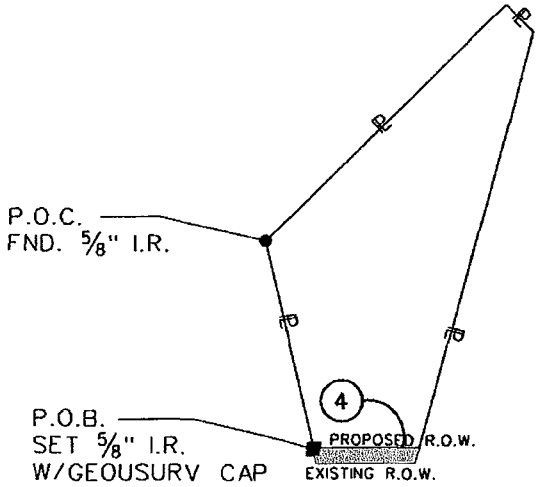


11/10/09 DPC



PROOF OF R.O.W. DETAIL

N.T.S.



PARENT TRACT INSET
PARCEL 4
N.T.S.

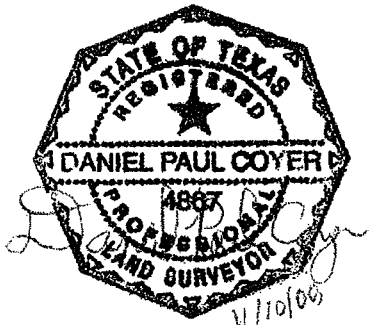
LEGEND

- ■ SET 5/8" I.R. W/GEOSURV CAP
- ● FOUND PROPERTY CORNER UNLESS OTHERWISE NOTED
- O POINT
- ℄ PROPERTY LINE

NOTES:

1. ALL BEARINGS AND SURFACE COORDINATES ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983(NAD 83), TEXAS SOUTH CENTRAL ZONE 4204, EPOCH DATE 2001.00. THE HORIZONTAL CONTROL WAS ESTABLISHED UTILIZING GPS STATIC METHODS WITH THE GPS VECTORS BEING PROCESSED TO NGS CORS INFORMATION.

2. ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 0.999888968.



TAKING

AREA WITHIN OCCUPIED R.O.W.	=	0.0000 AC. 00,000 S.F.
AREA OUTSIDE OCCUPIED R.O.W.	=	0.1255 AC. 5,468 S.F.
TOTAL AREA	=	0.1255 AC. 5,468 S.F.

EXISTING ACRES	TAKING ACRES/ S.F.	REMAINDER ACRES
48.10	0.1255 5,468	47.9745

PARCEL 4
PAGE 3 OF 4

GEOSURV
Mapping and Surveying
3300 S. Gessner Rd., Suite 126
Houston, Texas 77063
Tel. 713-784-4466 Fax 713-784-8900

PARCEL PLAT
SHOWING PROPERTY OF

PARCEL 4

KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER,2008

PROJECT NO: 712-001
GEOSURV INC.

SCALE: 1-50'

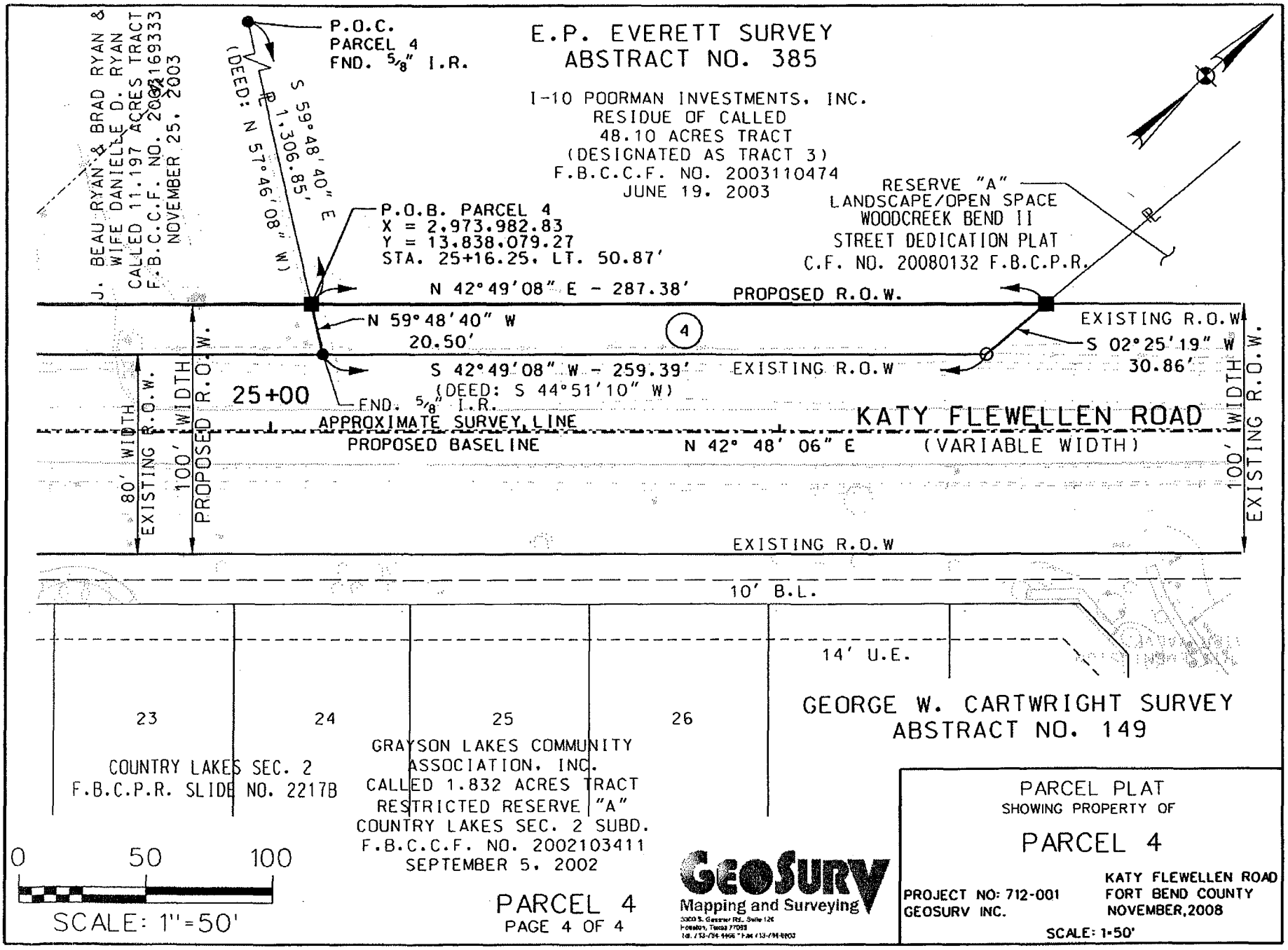

E.P. EVERETT SURVEY
ABSTRACT NO. 385
P.O.C.
PARCEL 4
FND. 5/8" I.R.
(DEED: N 57°46'08" W)
S 59°48'40" E
1,306.85'
I-10 POORMAN INVESTMENTS, INC.
RESIDUE OF CALLED
48.10 ACRES TRACT
(DESIGNATED AS TRACT 3)
F.B.C.C.F. NO. 2003110474
JUNE 19, 2003
J. BEAU RYAN & BRAD RYAN &
WIFE DANIELLE D. RYAN
CALLED 11.197 ACRES TRACT
F.B.C.C.F. NO. 2003169333
NOVEMBER 25, 2003
P.O.B. PARCEL 4
X = 2,973,982.83
Y = 13,838,079.27
STA. 25+16.25, LT. 50.87'
RESERVE "A"
LANDSCAPE/OPEN SPACE
WOODCREEK BEND II
STREET DEDICATION PLAT
C.F. NO. 20080132 F.B.C.P.R.
N 42°49'08" E - 287.38'
PROPOSED R.O.W.
N 59°48'40" W
20.50'
4
EXISTING R.O.W
S 02°25'19" W
30.86'
S 42°49'08" W - 259.39'
(DEED: S 44°51'10" W)
EXISTING R.O.W
25+00
FND. 5/8" I.R.
APPROXIMATE SURVEY LINE
PROPOSED BASELINE
N 42° 48' 06" E
KATY FLEWELLEN ROAD
(VARIABLE WIDTH)
80' WIDTH EXISTING R.O.W.
100' WIDTH PROPOSED R.O.W.
100' WIDTH EXISTING R.O.W.
EXISTING R.O.W
10' B.L.
14' U.E.
23
24
25
26
COUNTRY LAKES SEC. 2
F.B.C.P.R. SLIDE NO. 2217B
GRAYSON LAKES COMMUNITY
ASSOCIATION, INC.
CALLED 1.832 ACRES TRACT
RESTRICTED RESERVE "A"
COUNTRY LAKES SEC. 2 SUBD.
F.B.C.C.F. NO. 2002103411
SEPTEMBER 5, 2002
GEORGE W. CARTWRIGHT SURVEY
ABSTRACT NO. 149
0
50
100
SCALE: 1"=50'
PARCEL 4
PAGE 4 OF 4
GeoSurv
Mapping and Surveying
PARCEL PLAT
SHOWING PROPERTY OF
PARCEL 4
PROJECT NO: 712-001
GEOSURV INC.
KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER, 2008
SCALE: 1"=50'

EXHIBIT _____

County: **Fort Bend**
Road: **Katy-Flewellen**
Project Limits: **Katy-Gaston to Greenbusch**

PROPERTY DESCRIPTION OF PARCEL 5

Being a 1.0427 acre (45,418 square feet) parcel of land situated in the E. P. Everett Survey, Abstract 385 in Fort Bend County, Texas, being out of a called 31.318 acre tract of land conveyed to Katy Independent School District, as described by deed filed under Clerk's File Number 2003110477 of the Official Public Records of Real property of Fort Bend County, Texas, dated June 19, 2003 said 1.0427 acre parcel being more particularly described by metes and bounds as follows:

COMMENCING from a 5/8-iron rod found for a northerly interior corner of said called 31.318 acre tract and being a southerly residue corner of a residue of a called 248.57 acre tract of land as described by deed filed under Clerk's File Number 9770482 of the Official Public Records of Real Property of Fort Bend County, Texas, dated October 28, 1997;

THENCE, South 46°53'57" East (called: South 45°31'45" East) along the common line between said called 31.381 acre tract and said residue of a called 248.57 acre tract, a distance of 105.82 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for corner, being on the proposed northwesterly right-of-way line of Katy-Flewellen Road (100-foot width) and being the northwesterly corner and POINT OF BEGINNING of the herein described parcel;

1.) THENCE, South 47°02'20" East continuing along said common line, a distance of 50.00 feet to a point for corner, being on the approximate survey line of aforementioned E. P. Everett Survey located within the occupied right-of-way of said Katy-Flewellen Road (80-foot width occupied, F.B.C.P.R Slide No. 2211A and a portion where no instrument of record was found), being the southeasterly residue corner of said residue of a called 248.57 acre tract, being the northeasterly corner of said called 31.381 acre tract and being the northeasterly corner of the herein described parcel;

2.) THENCE, South 42°49'08" West (called: South 42°22'43" West, 722.86) along the said survey line, a distance of 722.73 to a found PK nail for an interior corner of said called 31.381 acre tract and being an interior corner of the herein described parcel;

3.) THENCE, North 01°54'38" West, 40.47 feet (called: North 00°21'03" West, 40.27 feet) to a point for corner, being on the existing northwesterly right of way line of said Katy-Flewellen Road, being an interior corner of said called 31.381 acre tract and being an interior corner of the herein described parcel;

EXHIBIT _____

4.) THENCE, South 42°49'48" West (called: South 44°22'43" West, 480.09 feet) along said proposed northwesterly right-of-way line of said Katy-Flewellen Road, a distance of 479.97 feet to a point for corner, being an angle point for said existing northwesterly right-of-way line of said Katy-Flewellen Road, being an interior corner of said called 31.381 acre tract and being a southeasterly corner of the herein described parcel;

5.) THENCE, North 47°10'12" West along said proposed northwesterly right-of-way line of said Katy-Flewellen Road, a distance of 21.43 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for corner, being the northeasterly corner of Reserve "B" of Wood Creek Bend II Street Dedication Plat according to the map or plat thereof filed under Clerk's File Number 20080132 of the Official Plat Records of Fort Bend County, Texas, being the the northerly most southeasterly corner of said called 31.381 acre tract and being the southwesterly corner of the herein described parcel;

6.) THENCE, North 42°49'08" East along aforementioned proposed northwesterly right-of-way line of said Katy-Flewellen Road, a distance of 1,174.07 feet, to the POINT OF BEGINNING and containing an area of 1.0427 acre (45,418 square feet) of land.

This property description was prepared in conjunction with a parcel plat of the same date.

Abstracting was completed in August 2008.

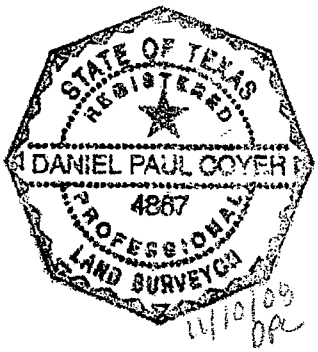
Ground Surveying was completed in September 2008.

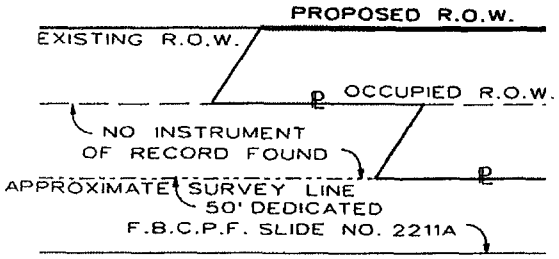
The Point of Beginning has coordinates of: X=2,975,217.36 and Y=13,839,411.55

All bearings and coordinates are based on the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983, 1993 adjustment. All distances and coordinates shown are surface and may be converted to grid by multiplying by a combined adjustment factor of 0.999888968.

Daniel Paul Coyer

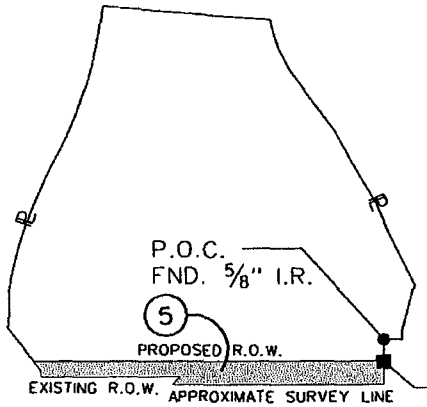
Daniel Paul Coyer, R.P.L.S.
Registered Professional Land Surveyor No. 4867
GeoSurv, Inc. (TSC Surveying Company)
3300 S. Gessner Road, Suite 120
Houston, Texas 77063





PROOF OF R.O.W. DETAIL

N.T.S.



KATY FLEWELLEN RD.

PARENT TRACT INSET
PARCEL 5
N.T.S.

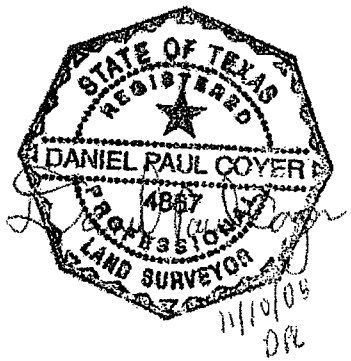
LEGEND

- ■ SET 5/8" I.R. W/GEOSURV CAP
- ● FOUND PROPERTY CORNER UNLESS OTHERWISE NOTED
- ○ POINT
- ℄ PROPERTY LINE

NOTES:

1. ALL BEARINGS AND SURFACE COORDINATES ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983(NAD 83), TEXAS SOUTH CENTRAL ZONE 4204, EPOCH DATE 2001.00. THE HORIZONTAL CONTROL WAS ESTABLISHED UTILIZING GPS STATIC METHODS WITH THE GPS VECTORS BEING PROCESSED TO NGS CORS INFORMATION.

2. ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 0.999888968.



TAKING

AREA WITHIN OCCUPIED R.O.W.	=	0.4753 AC. 20,703 S.F.
AREA OUTSIDE OCCUPIED R.O.W.	=	0.5674 AC. 24,715 S.F.
TOTAL AREA	=	1.0427 AC. 45,418 S.F.

EXISTING ACRES	TAKING ACRES/ S.F.	REMAINDER ACRES
31.318	1.0427 45,418	30.2753

PARCEL PLAT
SHOWING PROPERTY OF

PARCEL 5

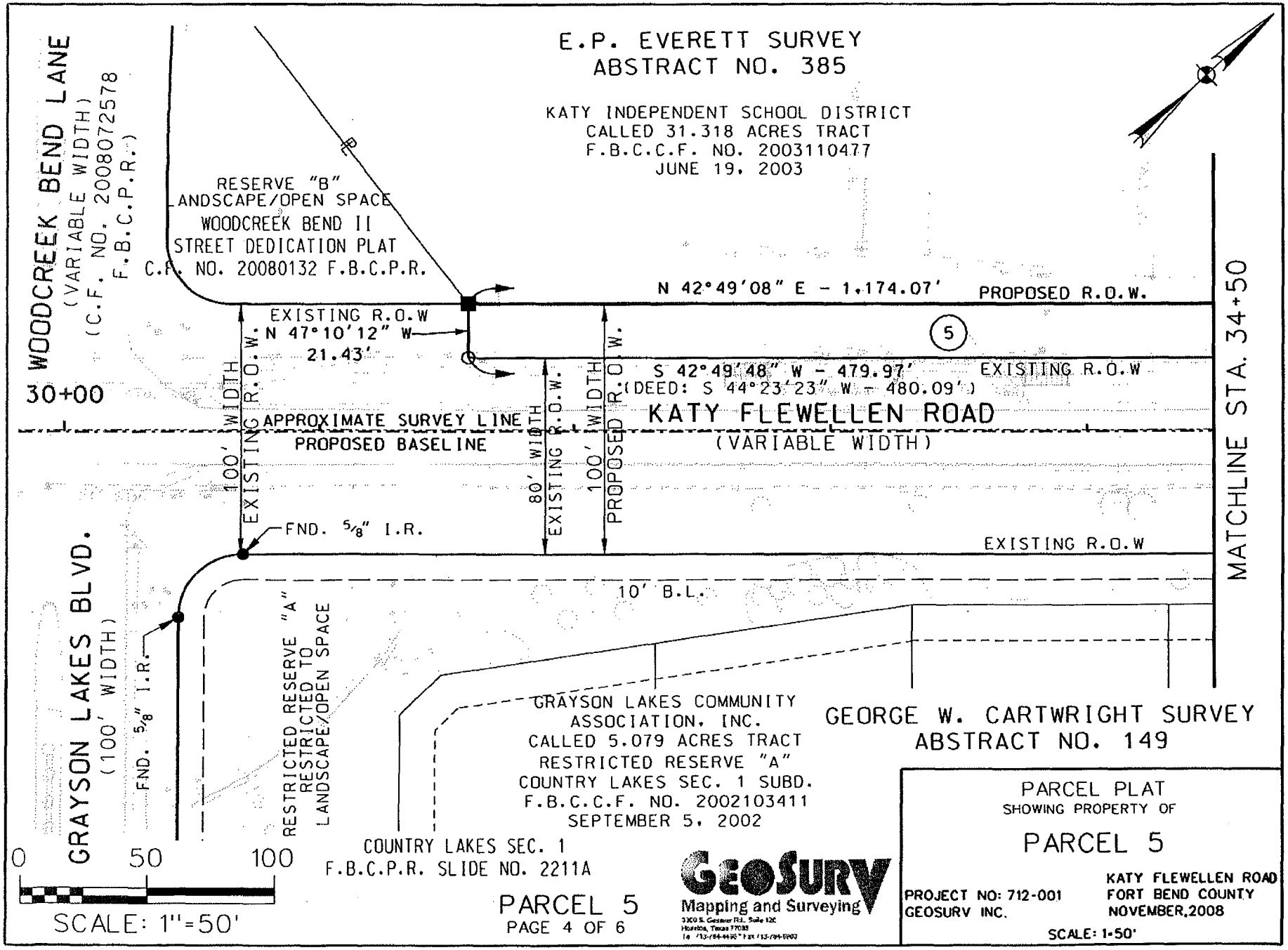
KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER,2008

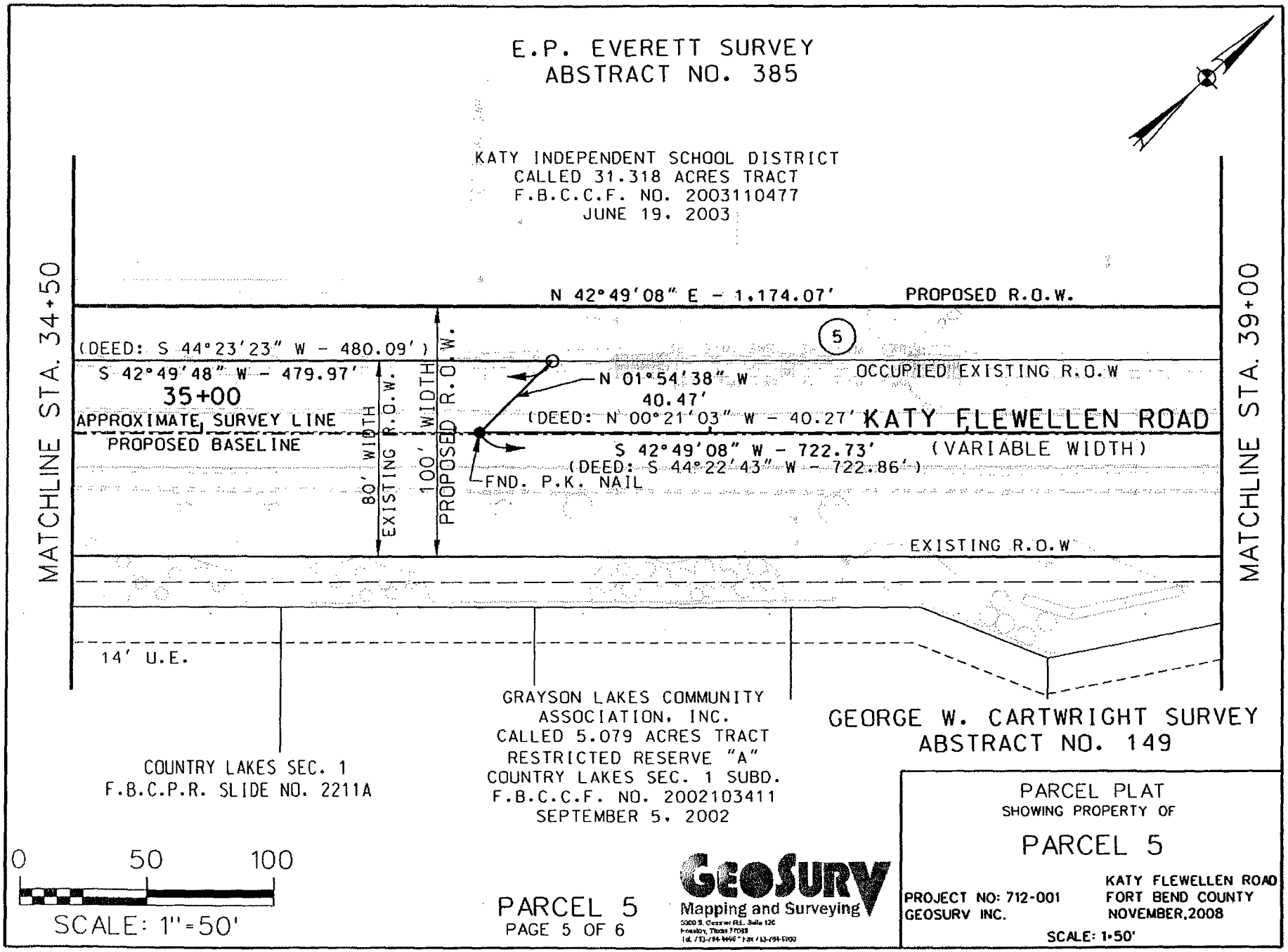
PROJECT NO: 712-001
GEOSURV INC.

SCALE: 1"=50'

PARCEL 5
PAGE 3 OF 6

GEOSURV
Mapping and Surveying
3319 S. Gessner Rd., Suite 125
Houston, Texas 77063
Tel. 713-789-4408 Fax 713-784-5103


E.P. EVERETT SURVEY
ABSTRACT NO. 385
KATY INDEPENDENT SCHOOL DISTRICT
CALLED 31.318 ACRES TRACT
F.B.C.C.F. NO. 2003110477
JUNE 19, 2003
WOODCREEK BEND LANE
(VARIABLE WIDTH)
(C.F. NO. 20080072578
F.B.C.P.R.)
RESERVE "B"
LANDSCAPE/OPEN SPACE
WOODCREEK BEND II
STREET DEDICATION PLAT
C.F. NO. 20080132 F.B.C.P.R.
N 42°49'08" E - 1,174.07'
PROPOSED R.O.W.
EXISTING R.O.W
N 47°10'12" W
21.43'
5
S 42°49'48" W - 479.97'
(DEED: S 44°23'23" W - 480.09')
EXISTING R.O.W
30+00
APPROXIMATE SURVEY LINE
PROPOSED BASELINE
KATY FLEWELLEN ROAD
(VARIABLE WIDTH)
100' WIDTH EXISTING R.O.W.
80' WIDTH EXISTING R.O.W.
100' WIDTH PROPOSED R.O.W.
MATCHLINE STA. 34+50
FND. 5/8" I.R.
EXISTING R.O.W
10' B.L.
GRAYSON LAKES BLVD.
(100' WIDTH)
FND. 5/8" I.R.
RESTRICTED RESERVE "A"
RESTRICTED TO
LANDSCAPE/OPEN SPACE
GRAYSON LAKES COMMUNITY
ASSOCIATION, INC.
CALLED 5.079 ACRES TRACT
RESTRICTED RESERVE "A"
COUNTRY LAKES SEC. 1 SUBD.
F.B.C.C.F. NO. 2002103411
SEPTEMBER 5, 2002
GEORGE W. CARTWRIGHT SURVEY
ABSTRACT NO. 149
COUNTRY LAKES SEC. 1
F.B.C.P.R. SLIDE NO. 2211A
0
50
100
SCALE: 1"=50'
PARCEL 5
PAGE 4 OF 6
GeoSurv
Mapping and Surveying
PARCEL PLAT
SHOWING PROPERTY OF
PARCEL 5
KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER,2008
PROJECT NO: 712-001
GEOSURV INC.
SCALE: 1-50'



PARCEL 5
PAGE 5 OF 6

GEOSURV
Mapping and Surveying

PARCEL PLAT
SHOWING PROPERTY OF

PARCEL 5

KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER,2008

PROJECT NO: 712-001
GEOSURV INC.

SCALE: 1"=50'

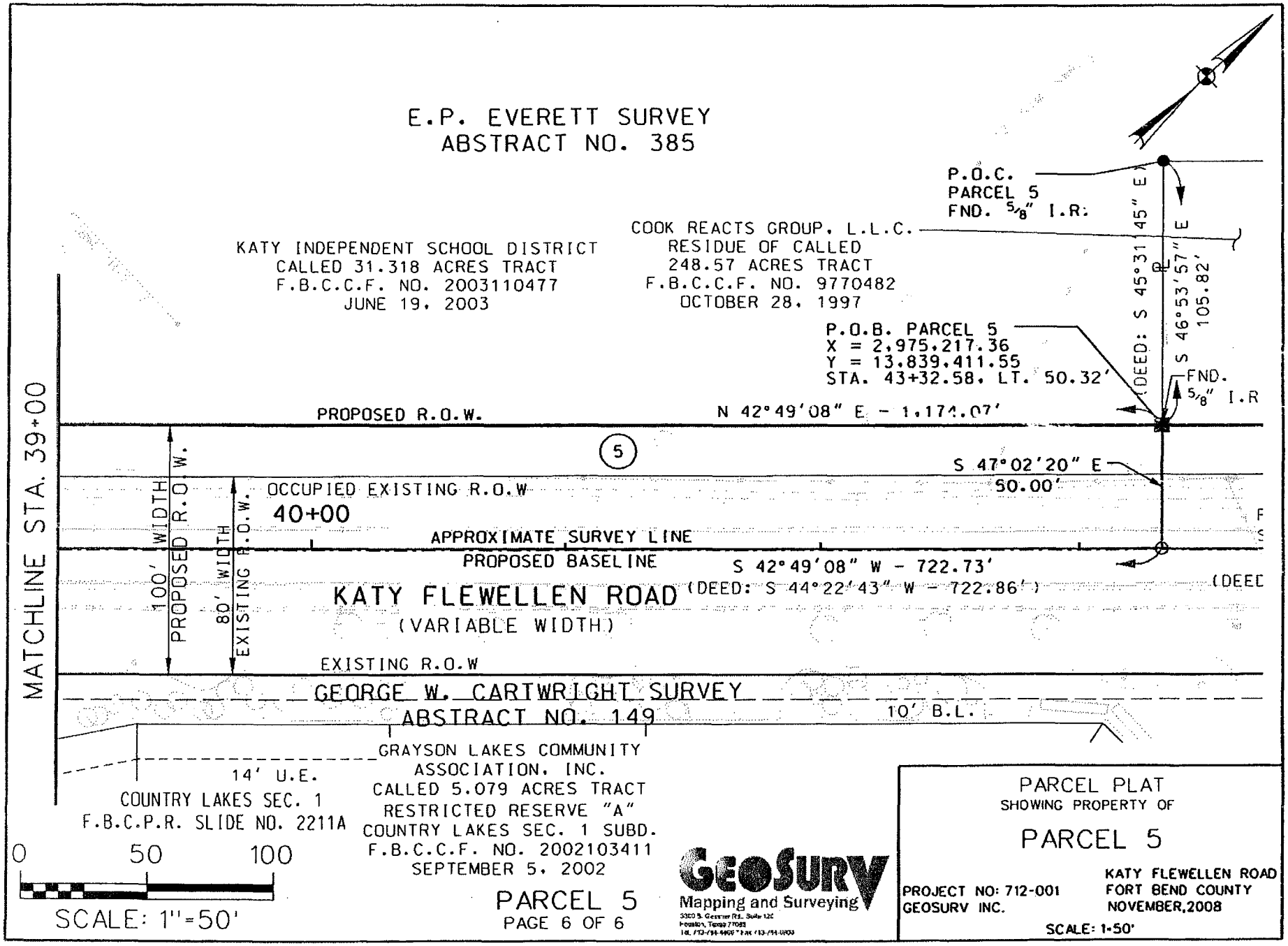

E.P. EVERETT SURVEY
ABSTRACT NO. 385
KATY INDEPENDENT SCHOOL DISTRICT
CALLED 31.318 ACRES TRACT
F.B.C.C.F. NO. 2003110477
JUNE 19, 2003
COOK REACTS GROUP, L.L.C.
RESIDUE OF CALLED
248.57 ACRES TRACT
F.B.C.C.F. NO. 9770482
OCTOBER 28, 1997
P.O.C.
PARCEL 5
FND. 5/8" I.R.
(DEED: S 45°31'45" E)
S 46°53'57" E
105.82'
P.O.B. PARCEL 5
X = 2,975,217.36
Y = 13,839,411.55
STA. 43+32.58, LT. 50.32'
FND. 5/8" I.R
PROPOSED R.O.W.
N 42°49'08" E - 1,174.07'
MATCHLINE STA. 39+00
5
S 47°02'20" E
50.00'
OCCUPIED EXISTING R.O.W
40+00
APPROXIMATE SURVEY LINE
PROPOSED BASELINE
S 42°49'08" W - 722.73'
(DEED: S 44°22'43" W - 722.86')
100' WIDTH PROPOSED R.O.W.
80' WIDTH EXISTING R.O.W.
KATY FLEWELLEN ROAD
(VARIABLE WIDTH)
EXISTING R.O.W
GEORGE W. CARTWRIGHT SURVEY
ABSTRACT NO. 149
10' B.L.
14' U.E.
COUNTRY LAKES SEC. 1
F.B.C.P.R. SLIDE NO. 2211A
GRAYSON LAKES COMMUNITY
ASSOCIATION, INC.
CALLED 5.079 ACRES TRACT
RESTRICTED RESERVE "A"
COUNTRY LAKES SEC. 1 SUBD.
F.B.C.C.F. NO. 2002103411
SEPTEMBER 5, 2002
0
50
100
SCALE: 1"=50'
PARCEL 5
PAGE 6 OF 6
GEOSURV
Mapping and Surveying
PARCEL PLAT
SHOWING PROPERTY OF
PARCEL 5
KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER, 2008
PROJECT NO: 712-001
GEOSURV INC.
SCALE: 1"=50'

EXHIBIT _____

County: **Fort Bend**
Road: **Katy-Flewellen**
Project Limits: **Katy-Gaston to Greenbusch**

PROPERTY DESCRIPTION OF PARCEL 6

Being a 0.2777 of one acre (12,097 square feet) parcel of land situated in the E. P. Everett Survey, Abstract 385 in Fort Bend County, Texas, being out of a residue of a called 248.57 acre tract of land conveyed to Cook Realty Group, L.L.C. as described by deed file under Clerk's File Number 9770482 of the Official Public Records of Real Property of Fort Bend County, Texas, dated October 28, 1997, said 0.2777 of one acre parcel being more particularly described by metes and bounds as follows:

COMMENCING from a 1/2-inch iron pipe found for an interior southerly residue corner of said called 248.57 acre tract and being a northeasterly corner of a called 31.318 acre tract of land as described by deed filed under Clerk's File Number 2003110477 of the Official Public Records of Real Property of Fort Bend County, Texas, dated June 19, 2003;

THENCE, South 46°53'57" East along the common line between said residue of a called 248.57 and said called 31.318 acre tract, a distance of 105.82 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for corner, being on the proposed northwesterly right-of-way line of Katy-Flewellen Road (100-foot width) and being the southwesterly corner and POINT OF BEGINNING of the herein described parcel;

1.) THENCE, North 42°49'08" East along said proposed northwesterly right-of-way line of said Katy-Flewellen Road, a distance of 241.84 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for corner, being on the southwesterly line of a called 15.597 acre tract of land as described by deed filed under Clerk's File Number 2005009890 of the Official Public Records of Real Property of Fort Bend County, Texas, dated January 21, 2005, being on the northeasterly line of said residue of a called 248.57 acre tract and being the northwesterly corner of the herein described parcel;

2.) THENCE, South 47°15'37" East (called: South 45°42'38" East) along the common line between said residue of a called 248.57 acre tract and said called 15.597 acre tract, a distance of 50.00 feet to a p.k. nail found for corner, being on the approximate survey line of aforementioned E. P. Everett Survey located within the occupied right-of-way of said Katy-Flewellen Road (variable width occupied, F.B.C.P.R Slide No. 2211A and a portion where no instrument of record was found), being the southeasterly corner of said called 15.597 acre tract, being the northeasterly corner of said residue of a called 248.57 acre tract and being the northeasterly corner of the herein described parcel;

EXHIBIT ____

3.) THENCE, South 42°49'08" West (called: South 44°22'43" West) along said survey line, a distance of 242.04 feet to a point for corner, being the northeasterly corner of aforementioned called 31.318 acre tract, being the southeasterly residue corner of said residue of a called 248.57 of acre tract and being the southeasterly corner of the herein described parcel;

4.) THENCE, North 47°02'20" West along the common line between said called 31.318 acre tract and said residue of a called 248.57 acre tract, a distance of 50.00 feet to the POINT OF BEGINNING and containing an area of 0.2777of one acre (12,097 square feet) of land.

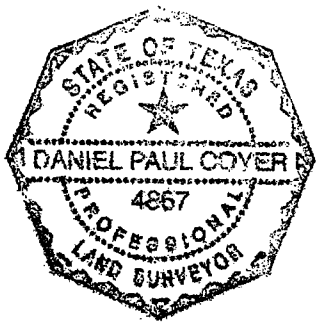
This property description was prepared in conjunction with a parcel plat of the same date.

Abstracting was completed in August 2008.

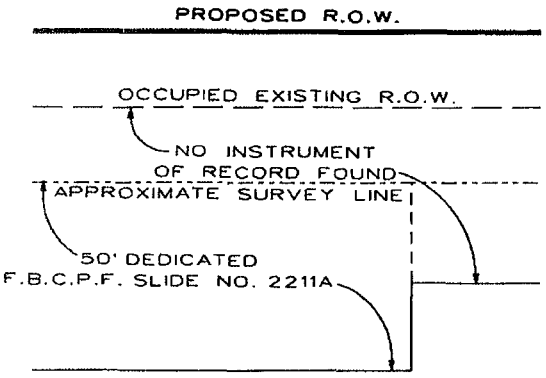
Ground Surveying was completed in September 2008.

The Point of Beginning has coordinates of: X=2,975,217.36 and Y=13,839,411.55.

All bearings and coordinates are based on the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983, 1993 adjustment. All distances and coordinates shown are surface and may be converted to grid by multiplying by a combined adjustment factor of 0.999888968.

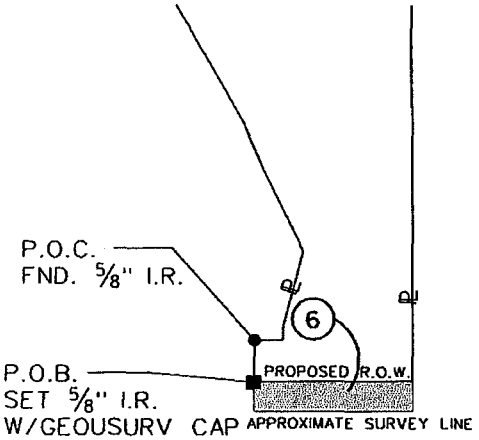


Daniel Paul Coyer, R.P.L.S
Registered Professional Land Surveyor No. 4867
GeoSurv, Inc. (TSC Surveying Company)
3300 S. Gessner Road, Suite 120
Houston, Texas 77063



PROOF OF R.O.W. DETAIL

N.T.S.



KATY FLEWELLEN RD.

PARENT TRACT INSET
PARCEL 6
N.T.S.

LEGEND

- ■ SET 5/8" I.R. W/GEOSURV CAP
- ● FOUND PROPERTY CORNER UNLESS OTHERWISE NOTED
- ○ POINT
- ℙ PROPERTY LINE

NOTES:

1. ALL BEARINGS AND SURFACE COORDINATES ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983(NAD 83), TEXAS SOUTH CENTRAL ZONE 4204, EPOCH DATE 2001.00. THE HORIZONTAL CONTROL WAS ESTABLISHED UTILIZING GPS STATIC METHODS WITH THE GPS VECTORS BEING PROCESSED TO NGS CORS INFORMATION.

2. ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 0.999888968.

STATE OF TEXAS
REGISTERED
DANIEL PAUL COYER
4667
PROFESSIONAL
LAND SURVEYOR

TAKING

AREA WITHIN OCCUPIED R.O.W.	=	0.1677 AC. 7,307 S.F.
AREA OUTSIDE OCCUPIED R.O.W.	=	0.1100 AC. 4,790 S.F.
TOTAL AREA	=	0.2777 AC. 12,097 S.F.

EXISTING ACRES	TAKING ACRES/ S.F.	REMAINDER ACRES
248.57	0.2777 12,097	248.2923

PARCEL 6
PAGE 3 OF 4

GeoSurv
Mapping and Surveying
3300 S. Gessner Rd., Suite 125
Houston, Texas 77063
Tel. 713-784-4601 * Fax 713-784-8100

PARCEL PLAT
SHOWING PROPERTY OF

PARCEL 6

KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER,2008

PROJECT NO: 712-001
GEOSURV INC.

SCALE: 1-50'

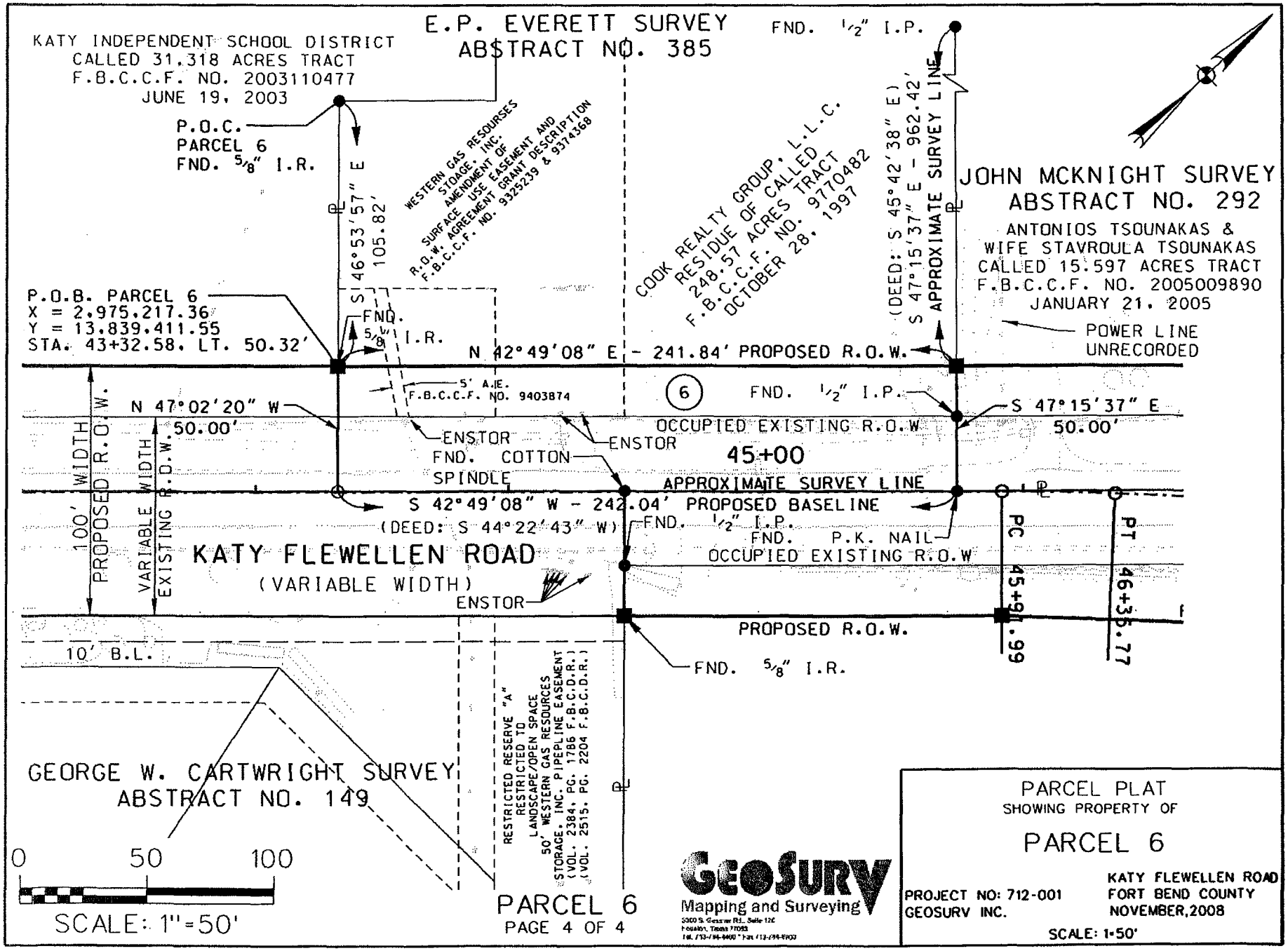

E.P. EVERETT SURVEY
ABSTRACT NO. 385
KATY INDEPENDENT SCHOOL DISTRICT
CALLED 31.318 ACRES TRACT
F.B.C.C.F. NO. 2003110477
JUNE 19, 2003
P.O.C.
PARCEL 6
FND. 5/8" I.R.
S 46°53'57" E
105.82'
WESTERN GAS RESOURSES
STOAGE, INC.
AMENDMENT OF
SURFACE USE EASEMENT AND
R.O.W. AGREEMENT GRANT DESCRIPTION
F.B.C.C.F. NO. 9325239 & 9374368
COOK REALTY GROUP, L.L.C.
RESIDUE OF CALLED
248.57 ACRES TRACT
F.B.C.C.F. NO. 9770482
OCTOBER 28, 1997
FND. 1/2" I.P.
(DEED: S 45°42'38" E)
S 47°15'37" E - 962.42'
APPROXIMATE SURVEY LINE
JOHN MCKNIGHT SURVEY
ABSTRACT NO. 292
ANTONIOS TSOUNAKAS &
WIFE STAVROULA TSOUNAKAS
CALLED 15.597 ACRES TRACT
F.B.C.C.F. NO. 2005009890
JANUARY 21, 2005
POWER LINE
UNRECORDED
P.O.B. PARCEL 6
X = 2,975,217.36
Y = 13,839,411.55
STA. 43+32.58, LT. 50.32'
FND. 5/8" I.R.
N 42°49'08" E - 241.84' PROPOSED R.O.W.
5' A.E.
F.B.C.C.F. NO. 9403874
6
FND. 1/2" I.P.
N 47°02'20" W
50.00'
S 47°15'37" E
50.00'
OCCUPIED EXISTING R.O.W
ENSTOR
ENSTOR
FND. COTTON
SPINDLE
45+00
APPROXIMATE SURVEY LINE
S 42°49'08" W - 242.04' PROPOSED BASELINE
(DEED: S 44°22'43" W)
FND. 1/2" I.P.
FND. P.K. NAIL
OCCUPIED EXISTING R.O.W
100' WIDTH PROPOSED R.O.W.
VARIABLE WIDTH EXISTING R.O.W.
KATY FLEWELLEN ROAD
(VARIABLE WIDTH)
ENSTOR
PC 45+91.99
PT 46+35.77
PROPOSED R.O.W.
10' B.L.
FND. 5/8" I.R.
RESTRICTED RESERVE "A"
RESTRICTED TO
LANDSCAPE/OPEN SPACE
50' WESTERN GAS RESOURCES
STORAGE, INC. PIPELINE EASEMENT
(VOL. 2384, PG. 1786 F.B.C.D.R.)
(VOL. 2515, PG. 2204 F.B.C.D.R.)
GEORGE W. CARTWRIGHT SURVEY
ABSTRACT NO. 149
0
50
100
SCALE: 1"=50'
PARCEL 6
PAGE 4 OF 4
GEOSURV
Mapping and Surveying
PARCEL PLAT
SHOWING PROPERTY OF
PARCEL 6
PROJECT NO: 712-001
GEOSURV INC.
KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER, 2008
SCALE: 1"=50'

EXHIBIT _____

County: **Fort Bend**
Road: **Katy-Flewellen**
Project Limits: **Katy-Gaston to Greenbusch**

PROPERTY DESCRIPTION OF PARCEL 7

Being a 3.2134 acre (139,976 square feet) parcel of land situated in the George W. Cartwright Survey, Abstract 149 in Fort Bend County, Texas, being out of a called 112.663 acre tract of land conveyed to Roy M. Horlock, Junior (undivided 22.5% Interest) by deed filed under Clerk's File Numbers 2007152029 of the Official Public Records of Real Property of Fort Bend County, Texas, dated December 8, 1997, and to D.L. Crowell, Trustee (undivided 77.5% Interest) by deed filed under Clerk's File Number 9513987 of the Official Public Records of Real Property of Fort Bend County, Texas, dated March 7, 1995, said 3.2134 acre parcel being more particularly described by metes and bounds as follows:

COMMENCING from a point for the southerly corner of a said called 112.663 acre tract;

THENCE, North 47°06'56" West (called North 44°59'05' West), at a distance of 1,320.10 feet passing a found 5/8-inch iron rod w/cap marking the southeasterly corner of Country Lakes Section 1 according to the map or plat thereof filed under Clerk's File Number 2001093047, Fort Bend County Plat Records, Fort Bend County, Texas, continuing along the northeasterly line of said Country Lakes Section 1, a total distance of 3,355.74 to a found 5/8-inch iron rod for corner, being on the proposed southeasterly right of way line of Katy-Flewellen Road (variable width, 100-foot at this point), being the northeasterly corner of Restricted Reserve "A" of said Country Lakes Section 1 and being the southeasterly corner and POINT OF BEGINNING of the herein described parcel;

1.) THENCE, North 47°06'56" West (called North 44°59'05' West) continuing along the southwesterly line of said called 112.663 acre tract, at a distance of 20.00 feet passing a found 1/2-inch iron pipe, marking the northeasterly corner of Country Lakes Section 1 and being on the recognized occupied existing southeasterly right of way line of said Katy-Flewellen Road (no instrument of record found), continuing a total distance of 50.00 feet to a to found cotton spindle for corner, being on the approximate survey line of aforementioned George W. Cartwright Survey located within the occupied right-of-way of said Katy-Flewellen Road, being the westerly corner of said called 112.663 acre tract and the southwesterly corner of the herein described parcel;

EXHIBIT _____

2.) THENCE, North 42°49'08" East, (called North 44°57'00" East, 2,112.28 feet) along said approximate survey line of said George W. Cartwright Survey, a distance of 2,110.94 feet to a point marking a point in the center of Buffalo Bayou and being the northwesterly corner of the herein described parcel;

3.) THENCE, South 49°40'13" East along the southwesterly line of a called 6.7965 acre tract of land as described by deed filed under Clerk's File Number 2005095128 of the Official Public Records of Real Property of Fort Bend County, Texas, dated July 27, 2005, same being along the meandering centerline of said Buffalo Bayou, a distance of 70.80 feet to a point for corner, being on aforementioned proposed southeasterly right of way line of said Katy-Flewellen Road and being the northeasterly corner of the herein described parcel;

4.) THENCE, South 42°48'09" West along said proposed southeasterly right of way line of said Katy-Flewellen Road, a distance of 5.58 feet to a point for an interior corner of the herein described parcel;

5.) THENCE, South 43°10'46" West along said proposed southeasterly right of way line of said Katy-Flewellen Road, a distance of 116.57 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for an interior corner of the herein described parcel;

6.) THENCE, South 42°49'08" West along said proposed southeasterly right of way line of said Katy-Flewellen Road, a distance of 1,344.45 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for an interior corner of the herein described parcel;

7.) THENCE, South 45°06'28" West along said proposed southeasterly right of way line of said Katy-Flewellen Road, a distance of 500.75 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for an interior corner of the herein described parcel;

8.) THENCE, South 42°49'08" West along said proposed southeasterly right of way line of said Katy-Flewellen Road, a distance of 147.13 feet to the POINT OF BEGINNING and containing an area of 3.2134 acre (139,976 square feet) of land.

EXHIBIT _____

This property description was prepared in conjunction with a parcel plat of the same date.

Abstracting was completed in August 2008.

Ground Surveying was completed in September 2008.

The Point of Beginning has coordinates of: X=2,975,367.03 and Y=13,839,425.96.

All bearings and coordinates are based on the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983, 1993 adjustment. All distances and coordinates shown are surface and may be converted to grid by multiplying by a combined adjustment factor of 0.999888968.

Daniel Paul Coyer

Daniel Paul Coyer, R.P.L.S.
Registered Professional Land Surveyor No. 4867
GeoSurv, Inc. (TSC Surveying Company)
3300 S. Gessner Road, Suite 120
Houston, Texas 77063

PROPOSED R.O.W.

OCCUPIED EXISTING R.O.W.

NO INSTRUMENT OF RECORD FOUND

APPROXIMATE SURVEY LINE

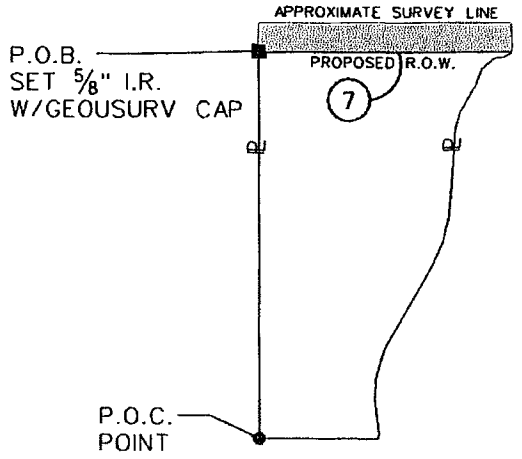
OCCUPIED EXISTING R.O.W.

PROPOSED R.O.W.

PROOF OF R.O.W. DETAIL

N.T.S.

KATY FLEWELLEN RD.



PARENT TRACT INSET
PARCEL 7
N.T.S.

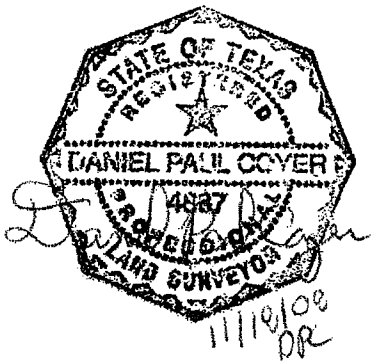
LEGEND

- ■ SET 5/8" I.R. W/GEOSURV CAP
- ● FOUND PROPERTY CORNER UNLESS OTHERWISE NOTED
- O POINT
- ℙ PROPERTY LINE

NOTES:

1. ALL BEARINGS AND SURFACE COORDINATES ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983(NAD 83), TEXAS SOUTH CENTRAL ZONE 4204, EPOCH DATE 2001.00. THE HORIZONTAL CONTROL WAS ESTABLISHED UTILIZING GPS STATIC METHODS WITH THE GPS VECTORS BEING PROCESSED TO NGS CORS INFORMATION.

2. ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 0.999888968.



TAKING

AREA WITHIN OCCUPIED R.O.W.	=	1.4543 AC. 63,349 S.F.
AREA OUTSIDE OCCUPIED R.O.W.	=	1.7591 AC. 76,627 S.F.
TOTAL AREA	=	3.2134 AC. 139,976 S.F.

EXISTING ACRES	TAKING ACRES/ S.F.	REMAINDER ACRES
112.6663	3.2134 139,976	109.4529

PARCEL 7
PAGE 4 OF 9

GeoSurv
Mapping and Surveying
5000 S. Gessner Rd., Suite 126
Houston, Texas 77063
Tel. 713-784-4466 * Fax 713-784-8804

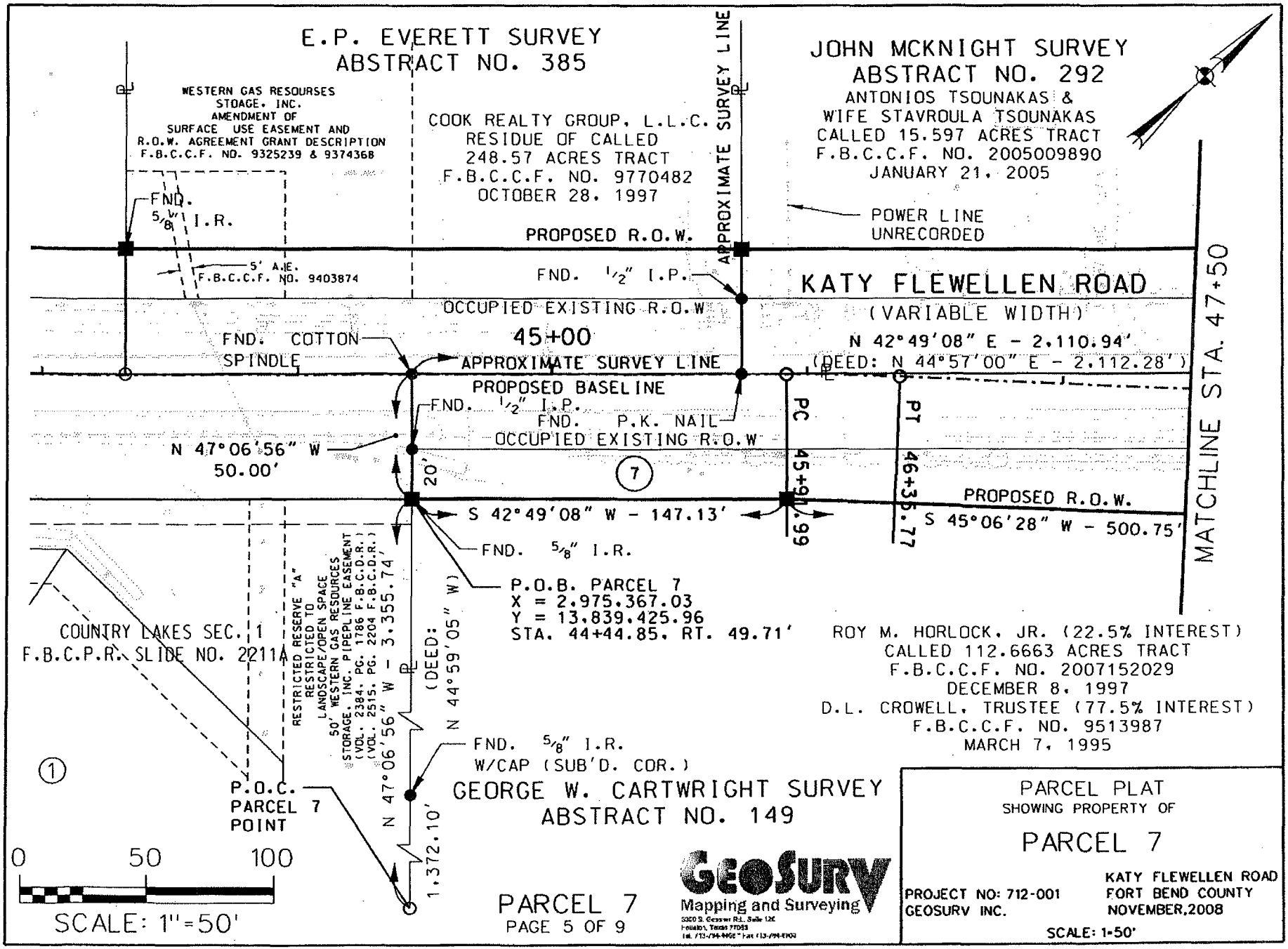
PARCEL PLAT
SHOWING PROPERTY OF

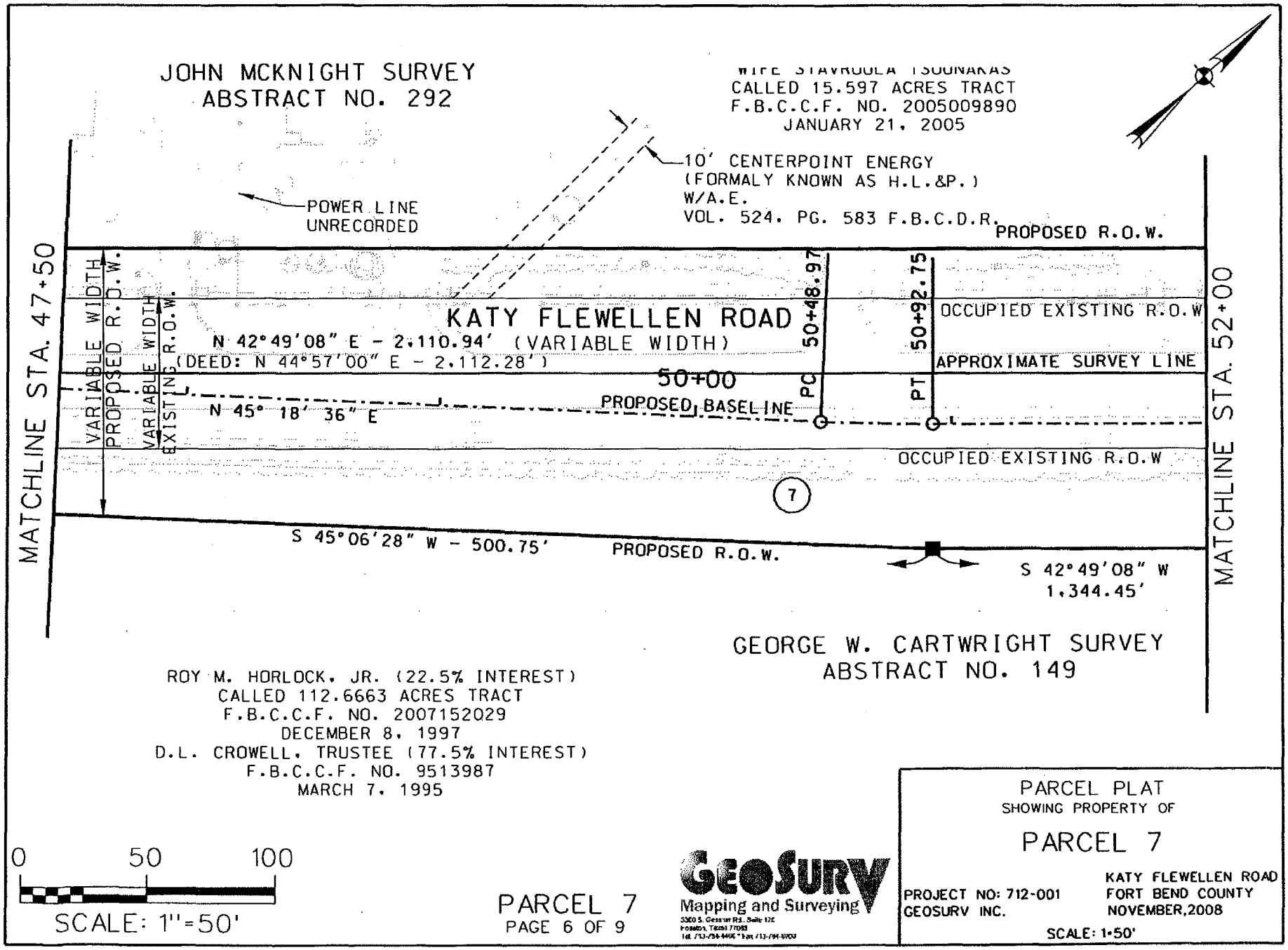
PARCEL 7

PROJECT NO: 712-001
GEOSURV INC.

KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER, 2008

SCALE: 1-50'


E.P. EVERETT SURVEY
ABSTRACT NO. 385
WESTERN GAS RESOURSES STOAGE, INC. AMENDMENT OF SURFACE USE EASEMENT AND R.O.W. AGREEMENT GRANT DESCRIPTION F.B.C.C.F. NO. 9325239 & 9374368
COOK REALTY GROUP, L.L.C. RESIDUE OF CALLED 248.57 ACRES TRACT F.B.C.C.F. NO. 9770482 OCTOBER 28, 1997
APPROXIMATE SURVEY LINE
JOHN MCKNIGHT SURVEY
ABSTRACT NO. 292
ANTONIOS TSOUNAKAS & WIFE STAVROULA TSOUNAKAS CALLED 15.597 ACRES TRACT F.B.C.C.F. NO. 2005009890 JANUARY 21, 2005
POWER LINE UNRECORDED
FND. 5/8" I.R.
5' A.E. F.B.C.C.F. NO. 9403874
PROPOSED R.O.W.
FND. 1/2" I.P.
KATY FLEWELLEN ROAD
(VARIABLE WIDTH)
OCCUPIED EXISTING R.O.W
45+00
N 42°49'08" E - 2,110.94'
(DEED: N 44°57'00" E - 2,112.28')
FND. COTTON SPINDLE
APPROXIMATE SURVEY LINE
PROPOSED BASELINE
FND. 1/2" I.P.
FND. P.K. NAIL
OCCUPIED EXISTING R.O.W
PC 45+91.99
PT 46+36.77
MATCHLINE STA. 47+50
N 47°06'56" W 50.00'
20'
7
S 42°49'08" W - 147.13'
PROPOSED R.O.W.
S 45°06'28" W - 500.75'
FND. 5/8" I.R.
P.O.B. PARCEL 7
X = 2,975,367.03
Y = 13,839,425.96
STA. 44+44.85, RT. 49.71'
COUNTRY LAKES SEC. 1
F.B.C.P.R. SLIDE NO. 2211A
RESTRICTED RESERVE "A" RESTRICTED TO LANDSCAPE/OPEN SPACE 50' WESTERN GAS RESOURCES STORAGE, INC. PIPELINE EASEMENT (VOL. 2384, PG. 1786 F.B.C.D.R.) (VOL. 2515, PG. 2204 F.B.C.D.R.)
(DEED: N 44°59'05" W)
N 47°06'56" W - 3,355.74'
1,372.10'
ROY M. HORLOCK, JR. (22.5% INTEREST) CALLED 112.6663 ACRES TRACT F.B.C.C.F. NO. 2007152029 DECEMBER 8, 1997
D.L. CROWELL, TRUSTEE (77.5% INTEREST) F.B.C.C.F. NO. 9513987 MARCH 7, 1995
FND. 5/8" I.R. W/CAP (SUB'D. COR.)
GEORGE W. CARTWRIGHT SURVEY
ABSTRACT NO. 149
1
P.O.C. PARCEL 7 POINT
0 50 100
SCALE: 1"=50'
PARCEL 7
PAGE 5 OF 9
GEOSURV
Mapping and Surveying
PARCEL PLAT
SHOWING PROPERTY OF
PARCEL 7
PROJECT NO: 712-001
GEOSURV INC.
KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER, 2008
SCALE: 1-50'



PARCEL 7
PAGE 6 OF 9

GeoSurv
Mapping and Surveying
3200 S. Gessner Rd., Suite 125
Houston, Texas 77063
Tel. 713-784-8466 * Fax 713-784-8100

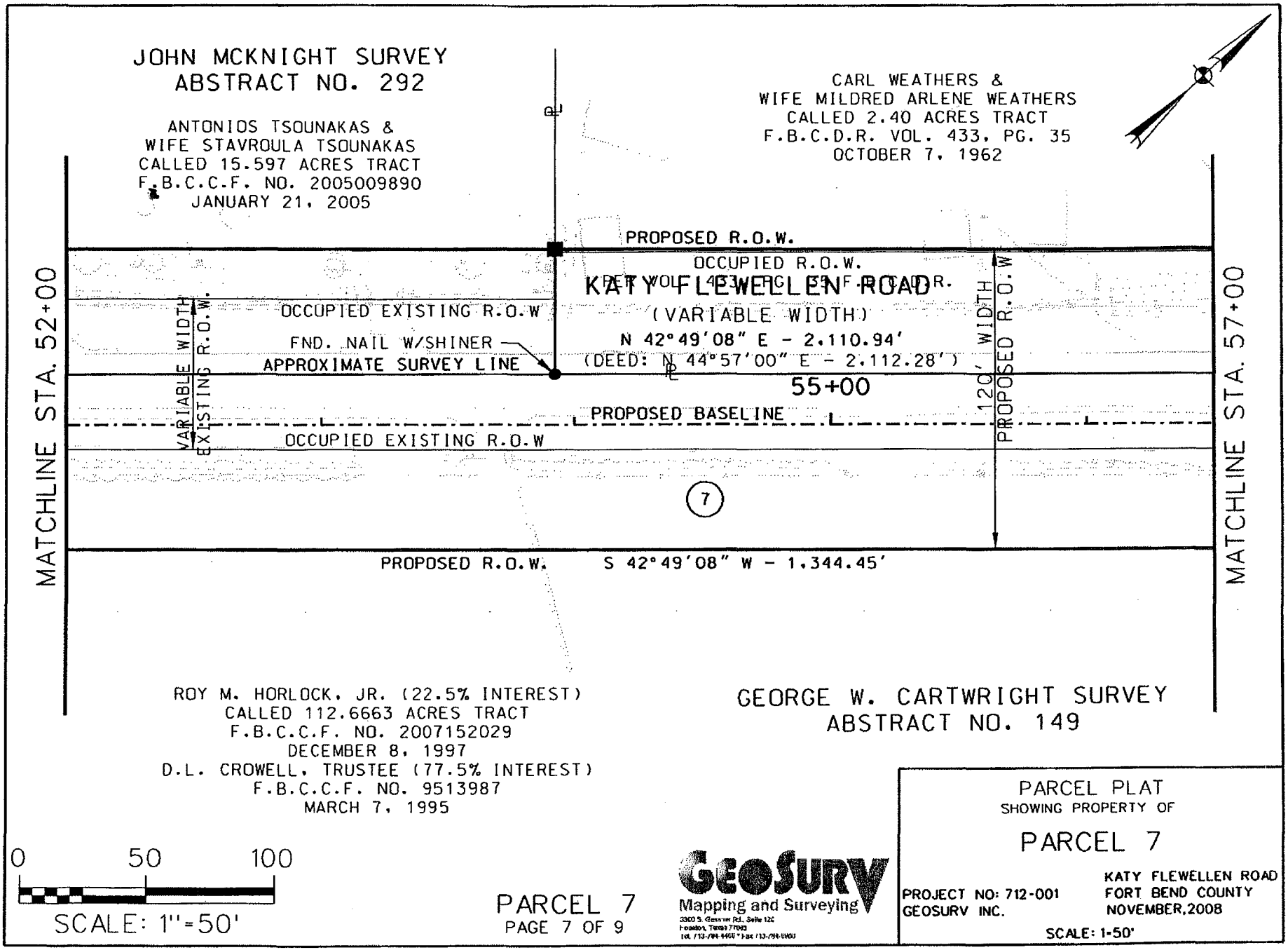
PARCEL PLAT
SHOWING PROPERTY OF

PARCEL 7

PROJECT NO: 712-001
GEOSURV INC.

KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER, 2008

SCALE: 1"=50'



PARCEL 7
PAGE 7 OF 9

GeoSurv
Mapping and Surveying
3300 S. Gessner Rd., Suite 120
Houston, Texas 77063
Tel. 713-784-4400 * Fax 713-784-4800

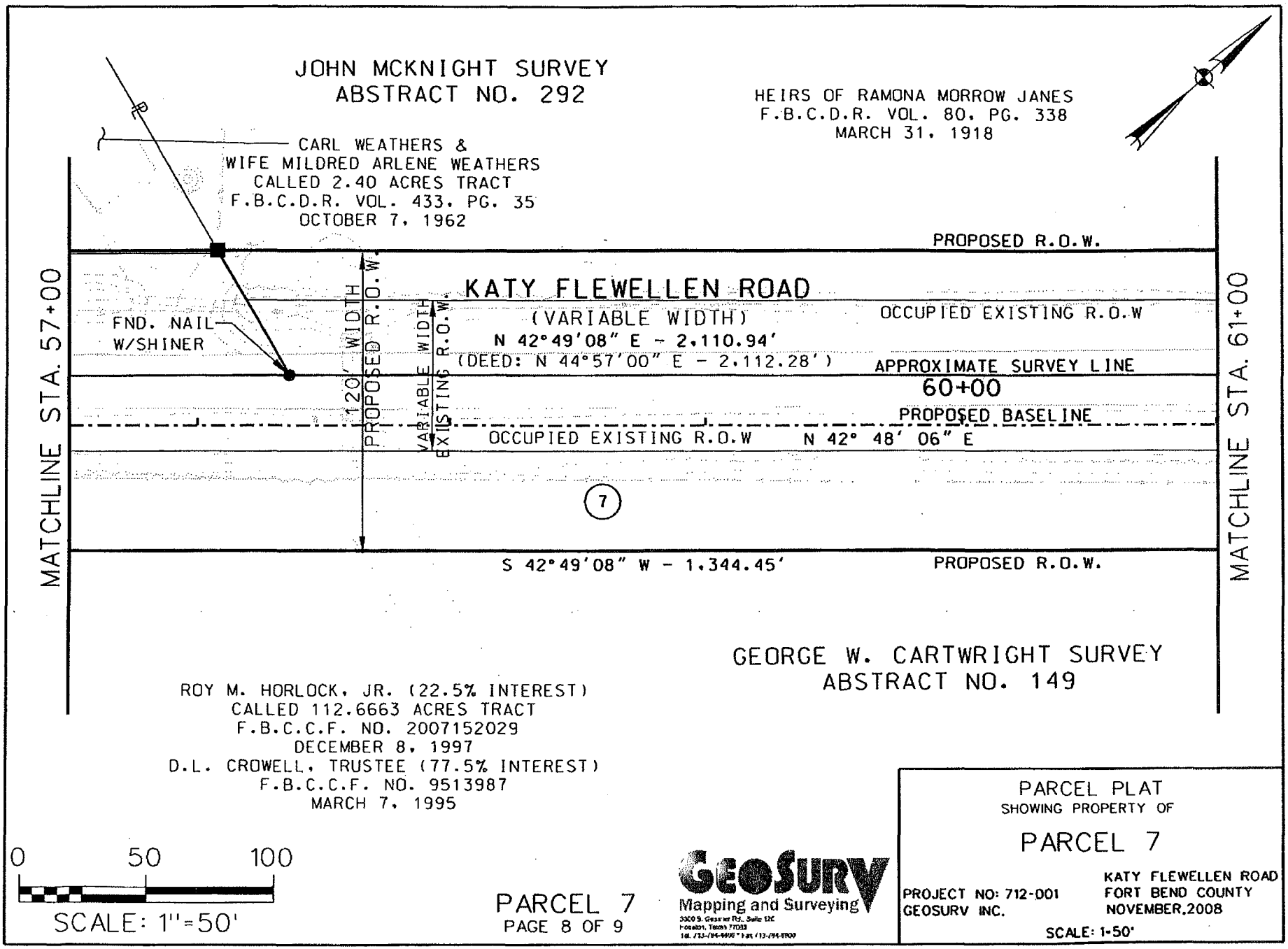
PARCEL PLAT
SHOWING PROPERTY OF

PARCEL 7

PROJECT NO: 712-001
GEOSURV INC.

KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER, 2008

SCALE: 1-50'



PARCEL 7
PAGE 8 OF 9

GeoSurv
Mapping and Surveying

PARCEL PLAT
SHOWING PROPERTY OF

PARCEL 7

PROJECT NO: 712-001
GEOSURV INC.

KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER, 2008

SCALE: 1-50'

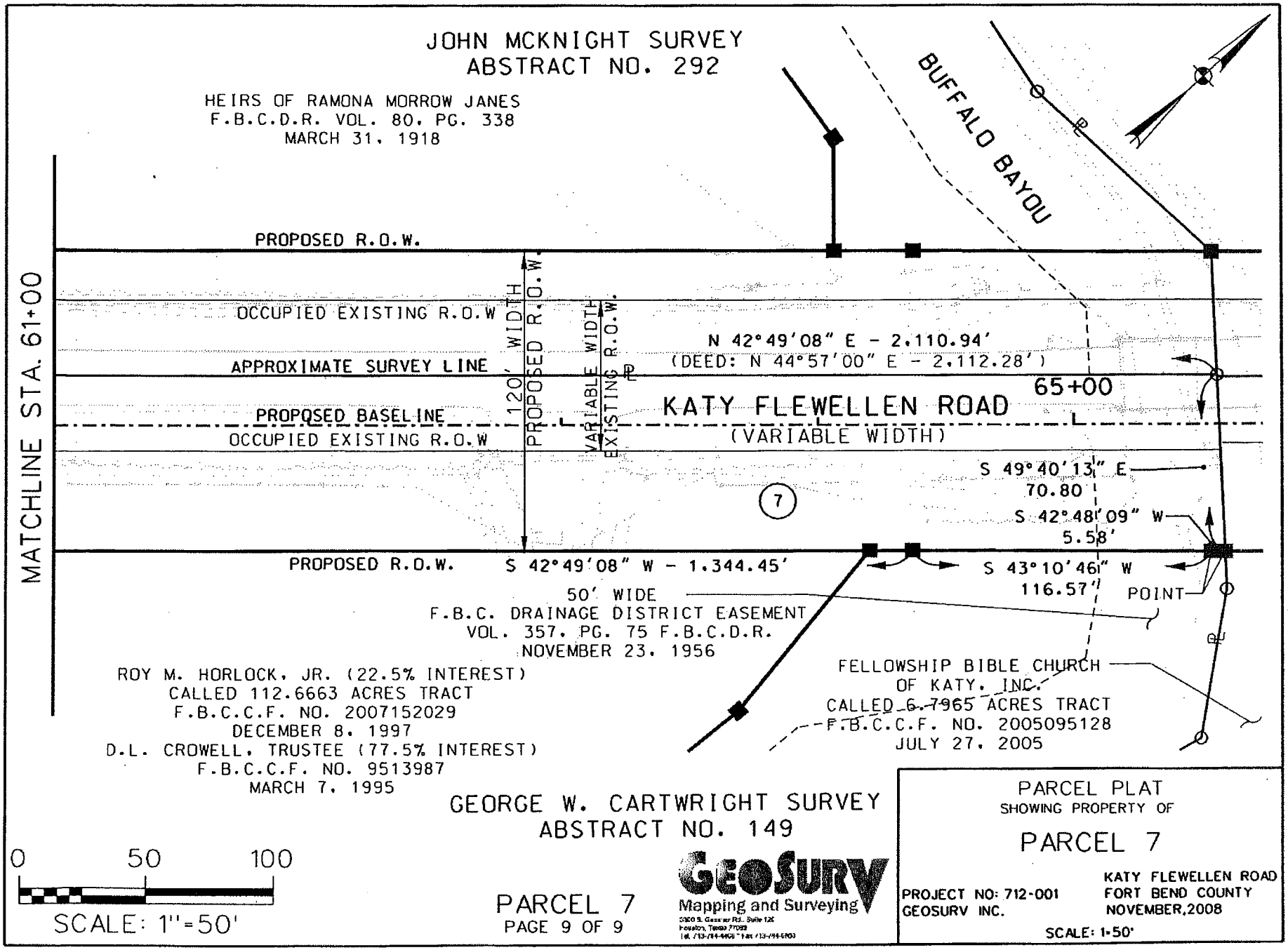

JOHN MCKNIGHT SURVEY
ABSTRACT NO. 292
HEIRS OF RAMONA MORROW JANES
F.B.C.D.R. VOL. 80, PG. 338
MARCH 31, 1918
BUFFALO BAYOU
PROPOSED R.O.W.
OCCUPIED EXISTING R.O.W
APPROXIMATE SURVEY LINE
PROPOSED BASELINE
OCCUPIED EXISTING R.O.W
120' WIDTH PROPOSED R.O.W.
VARIABLE WIDTH EXISTING R.O.W.
MATCHLINE STA. 61+00
N 42°49'08" E - 2,110.94'
(DEED: N 44°57'00" E - 2,112.28')
65+00
KATY FLEWELLEN ROAD
(VARIABLE WIDTH)
S 49°40'13" E
70.80
S 42°48'09" W
5.58'
S 43°10'46" W
116.57'
POINT
7
PROPOSED R.O.W.
S 42°49'08" W - 1,344.45'
50' WIDE
F.B.C. DRAINAGE DISTRICT EASEMENT
VOL. 357, PG. 75 F.B.C.D.R.
NOVEMBER 23, 1956
ROY M. HORLOCK, JR. (22.5% INTEREST)
CALLED 112.6663 ACRES TRACT
F.B.C.C.F. NO. 2007152029
DECEMBER 8, 1997
D.L. CROWELL, TRUSTEE (77.5% INTEREST)
F.B.C.C.F. NO. 9513987
MARCH 7, 1995
FELLOWSHIP BIBLE CHURCH
OF KATY, INC.
CALLED 6.7965 ACRES TRACT
F.B.C.C.F. NO. 2005095128
JULY 27, 2005
GEORGE W. CARTWRIGHT SURVEY
ABSTRACT NO. 149
0 50 100
SCALE: 1"=50'
PARCEL 7
PAGE 9 OF 9
GEOSURV
Mapping and Surveying
PARCEL PLAT
SHOWING PROPERTY OF
PARCEL 7
KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER, 2008
PROJECT NO: 712-001
GEOSURV INC.
SCALE: 1"=50'

EXHIBIT _____

County: **Fort Bend**
Road: **Katy-Flewellen**
Project Limits: **Katy-Gaston to Greenbusch**

PROPERTY DESCRIPTION OF PARCEL 7A

Being a 0.4484 of one acre (19,531 square feet) parcel of land situated in the George W. Cartwright Survey, Abstract 149 in Fort Bend County, Texas, being out of a called 112.663 acre tract of land conveyed to Roy M. Horlock, Junior (undivided 22.5% Interest) by deed filed under Clerk's File Numbers 2007152029 of the Official Public Records of Real Property of Fort Bend County, Texas, dated December 8, 1997, and to D.L. Crowell, Trustee (undivided 77.5% Interest) by deed filed under Clerk's File Number 9513987 of the Official Public Records of Real Property of Fort Bend County, Texas, dated March 7, 1995, being part of a 50-foot wide Fort Bend County Drainage District Easement as described by deed recorded in Volume 357, Page 75 Deed Records of Fort Bend County, Texas, said 3.2134 acre parcel being more particularly described by metes and bounds as follows:

COMMENCING from a point for the southerly corner of a said called 112.663 acre tract;

THENCE, North 47°06'56" West (called North 44°59'05' West), at a distance of 1,320.10 feet passing a found 5/8-inch iron rod w/cap marking the southeasterly corner of Country Lakes Section 1 according to the map or plat thereof filed under Clerk's File Number 2001093047, Fort Bend County Plat Records, Fort Bend County, Texas, continuing along the northeasterly line of said Country Lakes Section 1, a total distance of 3,355.74 to a found 5/8-inch iron rod for corner, being on the proposed southeasterly right of way line of Katy-Flewellen Road (variable width, 100-foot at this point), being the northeasterly corner of Restricted Reserve "A" of said Country Lakes Section 1;

THENCE, North 42°49'08" East along said proposed southeasterly right of way line of said Katy-Flewellen Road, a distance of 147.13 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for corner;

THENCE, North 45°06'28" East along said proposed southeasterly right of way line of said Katy-Flewellen Road, a distance of 500.75 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for corner;

THENCE, North 42°49'08" East along said proposed southeasterly right of way line of said Katy-Flewellen Road, a distance of 1,327.66 feet, to a 5/8-inch iron rod with GeoSurv plastic cap set for the southwesterly corner and POINT OF BEGINNING of the herein described parcel;

EXHIBIT _____

1.) THENCE, North 42°49'08" East along said proposed southeasterly right of way line of said Katy-Flewellen Road, a distance of 16.79 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for an interior corner of the herein described parcel;

2.) THENCE, North 43°10'46" East along said proposed southeasterly right of way line of said Katy-Flewellen Road, a distance of 116.57 feet to a point for an interior corner of the herein described parcel;

3.) THENCE, North 42°48'09" East along said proposed southeasterly right of way line of said Katy-Flewellen Road, a distance of 5.58 feet to a point for corner, being on the center of Buffalo Bayou, being on the southerly line of a called 6.7965 acre tract of land as described by deed filed under Clerk's File Number 2005095128 of the Official Public Records of Real Property of Fort Bend County, Texas; dated July 27, 2005 and being the northwesterly corner of the herein described parcel;

4.) THENCE, South 49°40'13" East along said centerline line of Buffalo Bayou, same being along said southerly line of said called 6.7965 acre tract, a distance of 15.31 feet to a point for an interior corner of the herein described parcel;

5.) THENCE, South 37°17'47" East along said centerline line of Buffalo Bayou, same being along said southerly line of said called 6.7965 acre tract, a distance of 59.99 feet to a point for an interior corner of the herein described parcel;

6.) THENCE, South 13°14'29" West along said centerline line of Buffalo Bayou, same being along said southerly line of said called 6.7965 acre tract, a distance of 56.79 feet to a point for an interior corner of the herein described parcel;

7.) THENCE, South 33°22'14" West along said centerline line of Buffalo Bayou, same being along said southerly line of said called 6.7965 acre tract, a distance of 87.52 feet to a point for an interior corner of the herein described parcel;

8.) THENCE, South 02°52'35" West along said centerline line of Buffalo Bayou, same being along said southerly line of said called 6.7965 acre tract, a distance of 39.27 feet to a point for the southeasterly corner of the herein described parcel;

9.) THENCE, North 87°07'25" West, a distance of 70.00 feet to a 5/8-inch iron rod with GeoSurv plastic cap for the southeasterly corner of the herein described parcel;

10.) THENCE, North 02°52'35" East, a distance of 39.27 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for an interior corner of the herein described parcel;

EXHIBIT _____

11.) THENCE, North 08°22'25" West, a distance of 81.95, to the POINT OF BEGINNING and containing an area of 0.4484 of one acre (19,531 square feet) of land.

This property description was prepared in conjunction with a parcel plat of the same date.

Abstracting was completed in August 2008.

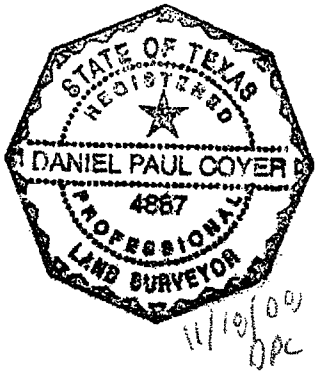
Ground Surveying was completed in September 2008.

The Point of Beginning has coordinates of: X=2,976,724.17 and Y=13,840,861.14.

All bearings and coordinates are based on the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983, 1993 adjustment. All distances and coordinates shown are surface and may be converted to grid by multiplying by a combined adjustment factor of 0.999888968.

Daniel Paul Coyer

Daniel Paul Coyer, R.P.L.S
Registered Professional Land Surveyor No. 4867
GeoSurv, Inc. (TSC Surveying Company)
3300 S. Gessner Road, Suite 120
Houston, Texas 77063



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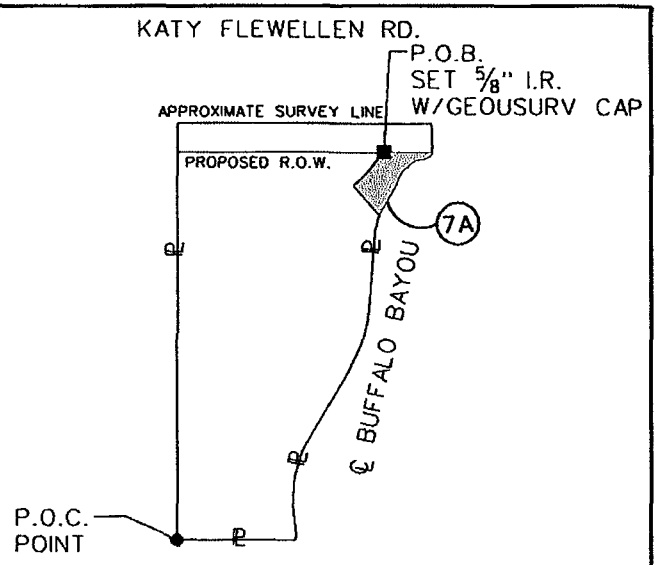
DPC



PARENT TRACT INSET
PARCEL 7A
N.T.S.

LEGEND

- ■ SET 5/8" I.R. W/GEOSURV CAP
- ● FOUND PROPERTY CORNER UNLESS OTHERWISE NOTED
- ○ POINT
- ℄ PROPERTY LINE

NOTES:

1. ALL BEARINGS AND SURFACE COORDINATES ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983(NAD 83), TEXAS SOUTH CENTRAL ZONE 4204, EPOCH DATE 2001.00. THE HORIZONTAL CONTROL WAS ESTABLISHED UTILIZING GPS STATIC METHODS WITH THE GPS VECTORS BEING PROCESSED TO NGS CORS INFORMATION.

2. ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 0.999888968.

STATE OF TEXAS
REGISTERED
DANIEL PAUL COYER
4867
PROFESSIONAL
LAND SURVEYOR

TAKING

AREA WITHIN EXISTING D.E.	=	0.2707 AC. 11,791 S.F.
AREA OUTSIDE OCCUPIED R.O.W.	=	0.1777 AC. 7,740 S.F.
TOTAL AREA	=	0.4484 AC. 19,531 S.F.

REMAINDER PARCEL 7	TAKING ACRES/ S.F.	REMAINDER ACRES
109.4529	0.4484 19,531	109.0045

PARCEL PLAT
SHOWING PROPERTY OF

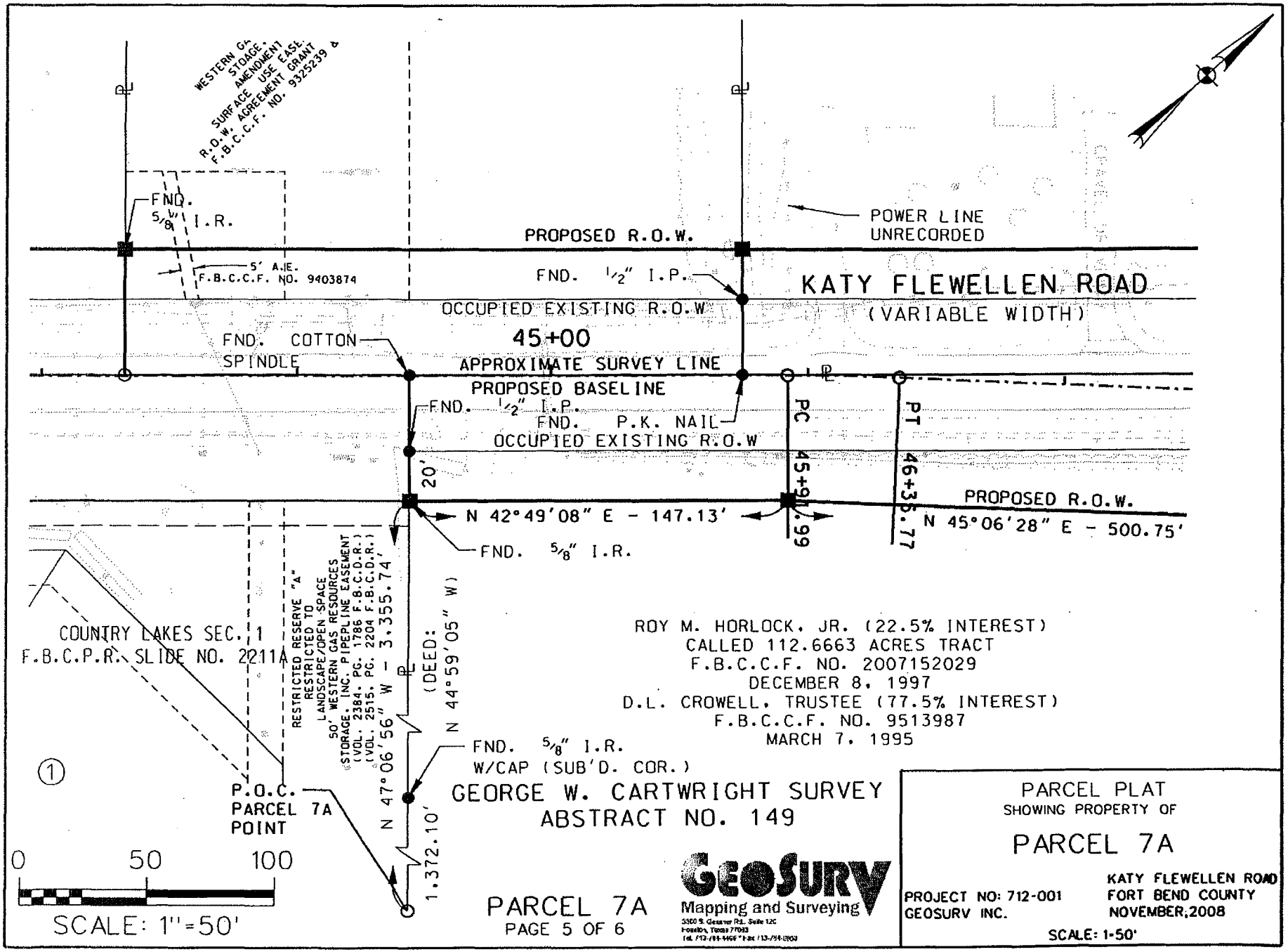
PARCEL 7A

KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER,2008

PROJECT NO: 712-001
GEOSURV INC.

SCALE: 1"=50'

GEOSURV
Mapping and Surveying
5300 S. Gessner Rd., Suite 120
Houston, Texas 77035
tel. 713-784-4460 * fax 713-784-4800



PARCEL 7A
PAGE 5 OF 6

GeoSurv
Mapping and Surveying
3300 S. Gessner Rd., Suite 120
Houston, Texas 77063
Tel. 713-783-4466 Fax 713-784-8803

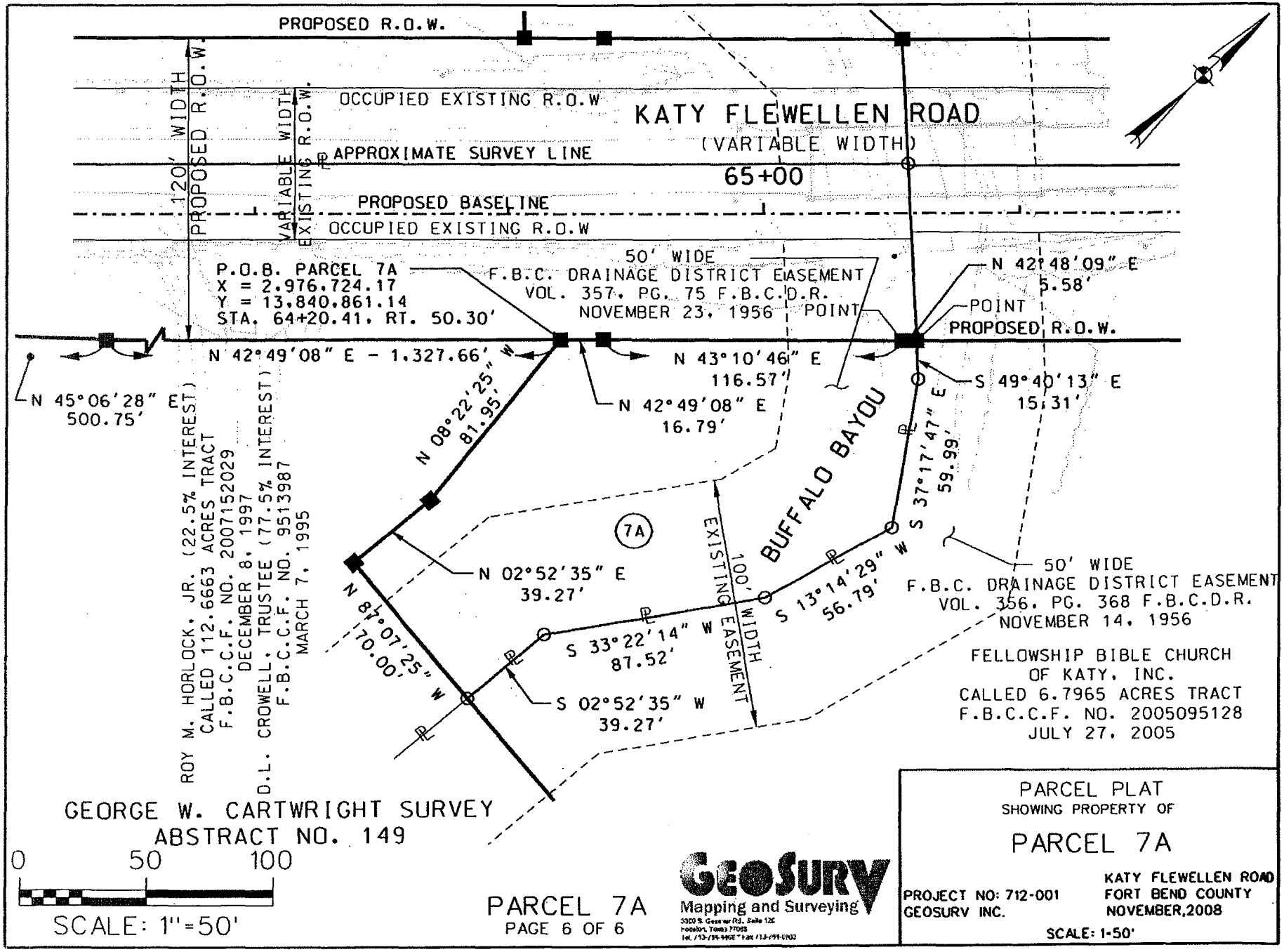
PARCEL PLAT
SHOWING PROPERTY OF

PARCEL 7A

KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER, 2008

PROJECT NO: 712-001
GEOSURV INC.

SCALE: 1"=50'



PARCEL 7A
PAGE 6 OF 6

GeoSurv
Mapping and Surveying

PARCEL PLAT
SHOWING PROPERTY OF
PARCEL 7A

PROJECT NO: 712-001
GEOSURV INC.

KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER,2008

SCALE: 1-50'

EXHIBIT _____

County: **Fort Bend**
Road: **Katy-Flewellen**
Project Limits: **Katy-Gaston to Greenbusch**

PROPERTY DESCRIPTION OF PARCEL 8

Being a 0.9383 of one acre (40,873 square feet) parcel of land situated in the John McKnight Survey, Abstract 292 in Fort Bend County, Texas, being out of a called 15.597 acre tract of land conveyed to Antonios Tsounakas and Wife, Stavroula Tsounakas as described by deed filed under Clerk's File Number 2005009890 of the Official Public Records of Real Property of Fort Bend County, Texas, dated January 21, 2005, said 0.9383 of one acre parcel being more particularly described by metes and bounds as follows:

COMMENCING from a 1/2-inch iron pipe found for the southwesterly corner of said called 15.597 acre tract and being on the northerly line of a residue of a called 248.57 acre tract of land as described by deed file under Clerk's File Number 9770482 of the Official Public Records of Real Property of Fort Bend County, Texas, dated October 28, 1997 and being a northeasterly corner of a called 31.318 acre tract of land as described by deed filed under Clerk's File Number 2003110477 of the Official Public Records of Real Property of Fort Bend County, Texas, dated June 19, 2003;

THENCE, South 46°53'57" East (called North 45°00'01" West) along the common line between said residue of a called 248.57 and said called 15.597 acre tract, a distance of 962.42 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for corner, being on the proposed northwesterly right-of-way line of Katy-Flewellen Road (variable width) and being the southwesterly corner and POINT OF BEGINNING of the herein described parcel;

1.) THENCE, North 42°49'08" East along said proposed northwesterly right-of-way line of said Katy-Flewellen Road, a distance of 817.53 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for corner, being on the southwesterly line of a called 2.40 acre tract of land as described by deed recorded in Volume 433, Page 35 of the Deed Records of Fort Bend County, Texas, dated October 7, 1962, being on the northeasterly line of said called 15.597 acre tract and being the northwesterly corner of the herein described parcel;

EXHIBIT _____

2.) THENCE, South 47°07'39" East (called: South 44°52'11" East) along the common line between said called 15.597 acre tract and said called 2.40 acre tract, a distance of 50.00 feet to a P.K.. nail with shiner found for corner, being on the approximate survey line of aforementioned John McKnight Survey located within the occupied right-of-way of said Katy-Flewellen Road (no instrument of record was found), being the southeasterly corner of said called 2.40 acre tract, being the northeasterly corner of said called 15.597 acre tract and being the northeasterly corner of the herein described parcel;

3.) THENCE, South 42°49'08" West (called: South 45°05'23" West, 817.46 feet) along said survey line, a distance of 817.41 feet to a P.K.. nail with shiner for corner, being the northeasterly corner of aforementioned residue of a called 248.57 acre tract, being the southeasterly residue corner of said called 15.597 acre tract and being the southeasterly corner of the herein described parcel;

4.) THENCE, North 47°15'37" West along the common line between said called 15.597 acre tract and said residue of a called 248.57 acre tract, a distance of 50.00 feet to the POINT OF BEGINNING and containing an area of 0.9383 of one acre (40,873 square feet) of land.

This property description was prepared in conjunction with a parcel plat of the same date.

Abstracting was completed in August 2008.

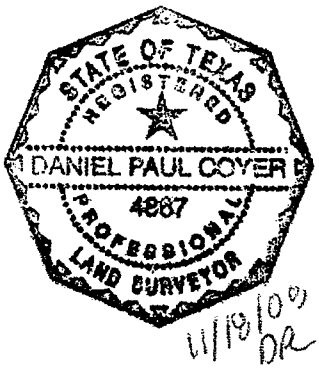
Ground Surveying was completed in September 2008.

The Point of Beginning has coordinates of: X=2,975,381.73 and Y=13,839,588.95.

All bearings and coordinates are based on the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983, 1993 adjustment. All distances and coordinates shown are surface and may be converted to grid by multiplying by a combined adjustment factor of 0.999888968.

Daniel Paul Coyer

Daniel Paul Coyer, R.P.L.S.
Registered Professional Land Surveyor No. 4867
GeoSurv, Inc. (TSC Surveying Company)
3300 S. Gessner Road, Suite 120
Houston, Texas 77063



11/19/08
DR

PROPOSED R.O.W.

OCCUPIED EXISTING R.O.W.

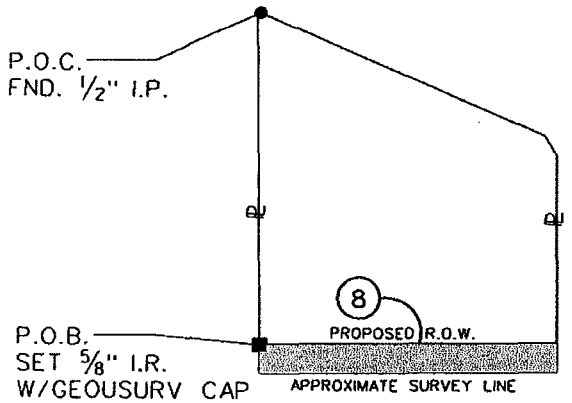
NO INSTRUMENT OF RECORD FOUND

APPROXIMATE SURVEY LINE

EXISTING R.O.W.

PROOF OF R.O.W. DETAIL

N.T.S.



KATY FLEWELLEN RD.

PARENT TRACT INSET
PARCEL 8
N.T.S.

LEGEND

- ■ SET 5/8" I.R. W/GEOSURV CAP
- ● FOUND PROPERTY CORNER UNLESS OTHERWISE NOTED
- O POINT
- ℄ PROPERTY LINE

NOTES:

1. ALL BEARINGS AND SURFACE COORDINATES ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983(NAD 83), TEXAS SOUTH CENTRAL ZONE 4204, EPOCH DATE 2001.00. THE HORIZONTAL CONTROL WAS ESTABLISHED UTILIZING GPS STATIC METHODS WITH THE GPS VECTORS BEING PROCESSED TO NGS CORS INFORMATION.

2. ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 0.999888968.

STATE OF TEXAS
REGISTERED
DANIEL PAUL COYER
4867
PROFESSIONAL
LAND SURVEYOR

11/19/08

PARCEL 8
PAGE 3 OF 6

GEOSURV
Mapping and Surveying
5300 S. Gessner Rd., Suite 120
Houston, Texas 77063
Tel. 713-784-4969 * Fax 713-784-0900

TAKING

AREA WITHIN OCCUPIED R.O.W.	=	0.5666 AC. 24,678 S.F.
AREA OUTSIDE OCCUPIED R.O.W.	=	0.3718 AC. 16,195 S.F.
TOTAL AREA	=	0.9383 AC. 40,873 S.F.

EXISTING ACRES	TAKING ACRES/ S.F.	REMAINDER ACRES
15.597	0.9383 40,873	14.6587

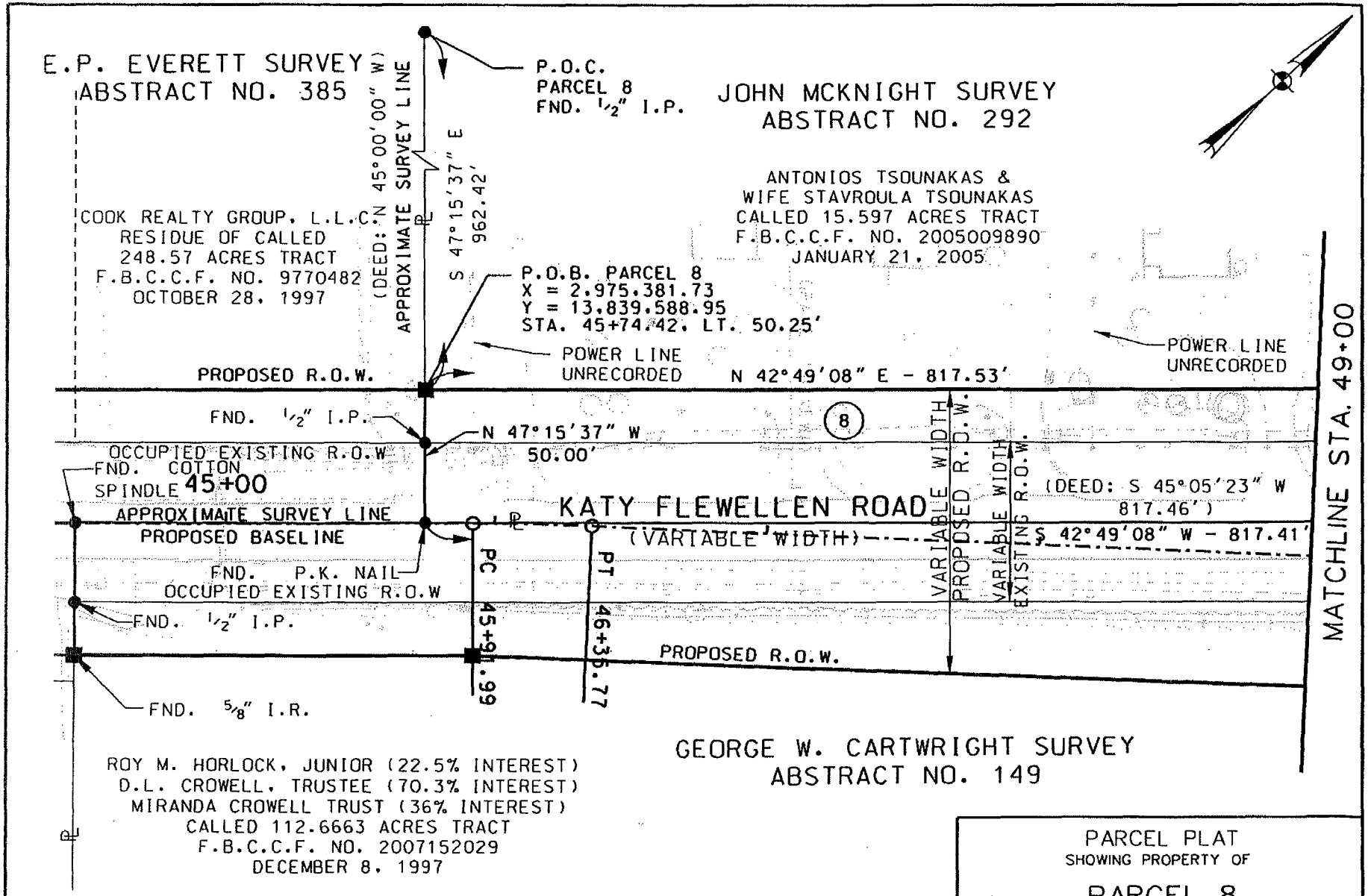
PARCEL PLAT
SHOWING PROPERTY OF

PARCEL 8

KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER,2008

PROJECT NO: 712-001
GEOSURV INC.

SCALE: 1-50'



PARCEL 8
PAGE 4 OF 6

GEOSURV
Mapping and Surveying

PARCEL PLAT
SHOWING PROPERTY OF

PARCEL 8

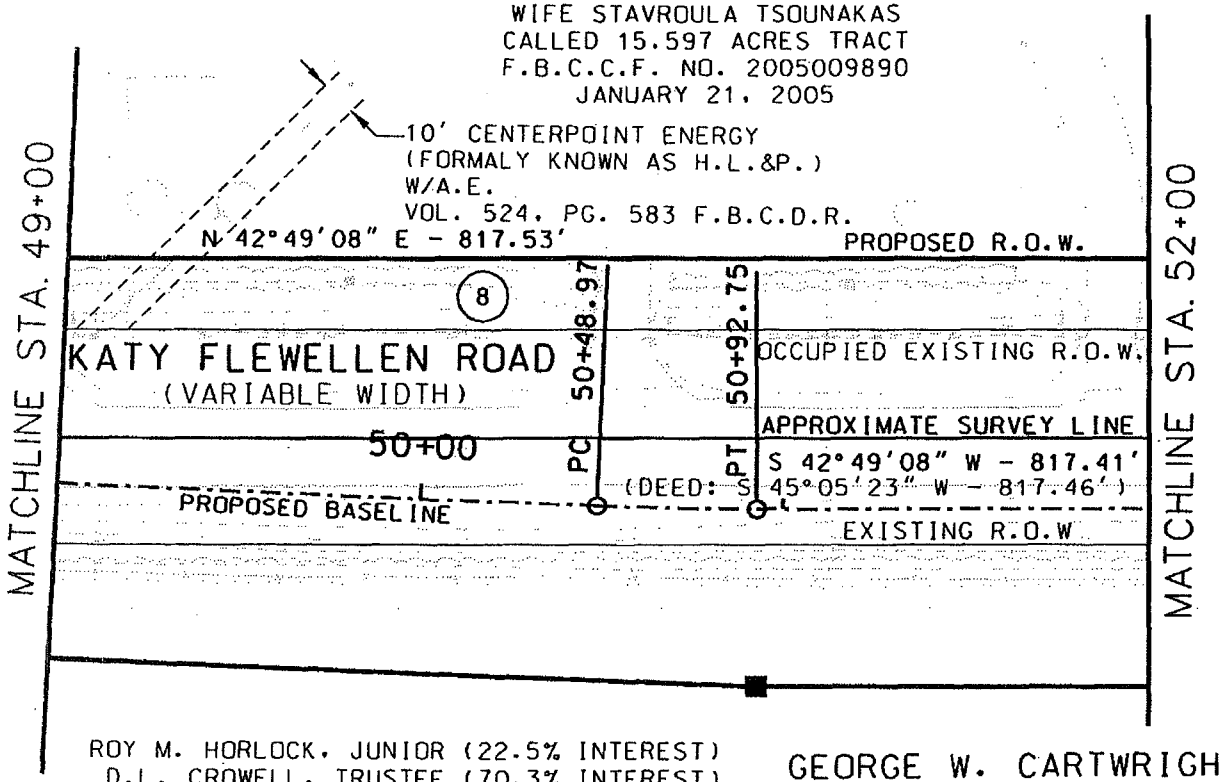
PROJECT NO: 712-001
GEOSURV INC.

KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER, 2008

SCALE: 1-50'

JOHN MCKNIGHT SURVEY
ABSTRACT NO. 292

ANTONIOS TSOUNAKAS &
WIFE STAVROULA TSOUNAKAS
CALLED 15.597 ACRES TRACT
F.B.C.C.F. NO. 2005009890
JANUARY 21, 2005



ROY M. HORLOCK, JUNIOR (22.5% INTEREST)
D.L. CROWELL, TRUSTEE (70.3% INTEREST)
MIRANDA CROWELL TRUST (36% INTEREST)
CALLED 112.6663 ACRES TRACT
F.B.C.C.F. NO. 2007152029
DECEMBER 8, 1997

GEORGE W. CARTWRIGHT SURVEY
ABSTRACT NO. 149

0 50 100
SCALE: 1"=50'

PARCEL 8
PAGE 5 OF 6

GeoSurv
Mapping and Surveying
3200 S. Gessner Rd., Suite 126
Houston, Texas 77063
Tel. 713-784-4400 * Fax 713-784-4500

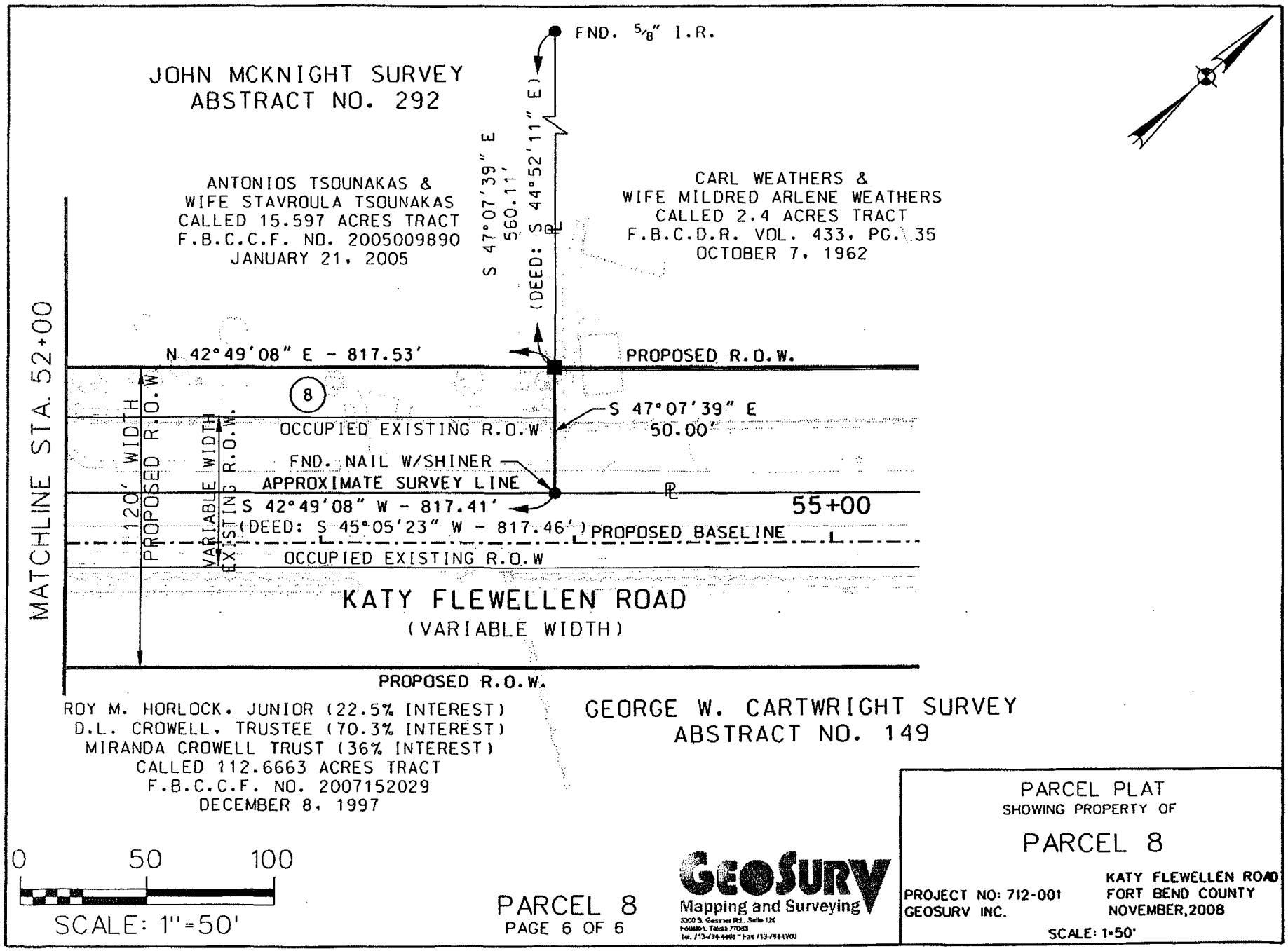
PARCEL PLAT
SHOWING PROPERTY OF

PARCEL 8

PROJECT NO: 712-001
GEOSURV INC.

KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER, 2008

SCALE: 1"=50'



PARCEL PLAT
SHOWING PROPERTY OF

PARCEL 8

PROJECT NO: 712-001
GEOSURV INC.

KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER, 2008

SCALE: 1"=50'

PARCEL 8
PAGE 6 OF 6

GEOSURV
Mapping and Surveying

EXHIBIT _____

County: **Fort Bend**
Road: **Katy-Flewellen**
Project Limits: **Katy-Gaston to Greenbusch**

PROPERTY DESCRIPTION OF PARCEL 9

Being a 0.3784 of one acre (16,482 square feet) parcel of land situated in the John McKnight Survey, Abstract 292 in Fort Bend County, Texas, being out of a called 2.40 acre tract of land conveyed to Carl Weathers and Wife, Mildred Arlene Weathers as described by deed recorded in Volume 433, Page 35 of the Deed Records of Fort Bend County, Texas, dated October 7, 1962, said 0.3784 of one acre parcel being more particularly described by metes and bounds as follows:

COMMENCING from a 3/4-inch iron pipe found for the southwesterly corner of said called 2.40 acre tract, being the northwesterly corner of a called 15.597 acre tract of land as described by deed filed under Clerk's File Number 2005009890 of the Official Public Records of Real Property of Fort Bend County, Texas, dated January 21, 2005 and being a northeasterly corner of a called 31.318 acre tract of land as described by deed filed under Clerk's File Number 2003110477 of the Official Public Records of Real Property of Fort Bend County, Texas, dated June 19, 2003;

THENCE, South 47°07'39" East (called North 44°52'20" West) along the common line between said called 2.40 acre tract and said called 15.597 acre tract, a distance of 560.11 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for corner, being on the proposed northwesterly right-of-way line of Katy-Flewellen Road (120-foot width) and being the southwesterly corner and POINT OF BEGINNING of the herein described parcel;

1.) THENCE, North 42°49'08" East along said proposed northwesterly right-of-way line of said Katy-Flewellen Road, a distance of 315.55 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for corner, being on the southwesterly line of a called "small tract on the southwest side of Buffalo Bayou, bounded by the bayou" (herein after referred as the Ramona Morrow Janes Tract) as described by deed recorded in Volume 80, Page 388 of the Deed Records of Fort Bend County, Texas, dated March 31, 1919, being on the northeasterly line of said called 2.40 acre tract and being the northwesterly corner of the herein described parcel;

EXHIBIT _____

2.) THENCE, South 76°32'09" East (called: South 74°18' East) along the common line between said called 2.40 acre tract and said Ramona Morrow Janes Tract, a distance of 57.37 feet to a nail with shiner found for corner, being on the approximate survey line of aforementioned John McKnight Survey located within the occupied right-of-way of said Katy-Flewellen Road (no instrument of record was found), being the southeasterly corner of said Ramona Morrow Janes Tract, being the northeasterly corner of said called 2.40 acre tract and being the northeasterly corner of the herein described parcel;

3.) THENCE, South 42°49'08" West (called: South 45°09'40" West, 343.87 feet) along said survey line, a distance of 343.71 feet to a nail with shiner found for corner, being the northeasterly corner of a aforementioned called 15.597 acre tract, being the southeasterly residue corner of said called 2.40 acre tract and being the southeasterly corner of the herein described parcel;

4.) THENCE, North 47°07'39" West along the common line between said called 15.597 acre tract and said called 2.40 acre tract, a distance of 50.00 feet to the POINT OF BEGINNING and containing an area of 0.3784 of one acre (16,482 square feet) of land.

This property description was prepared in conjunction with a parcel plat of the same date.

Abstracting was completed in August 2008.

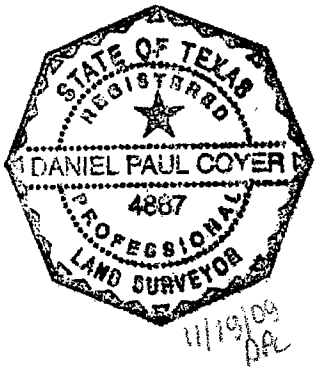
Ground Surveying was completed in September 2008.

The Point of Beginning has coordinates of: X=2,975,937.39 and Y=13,840,188.61.

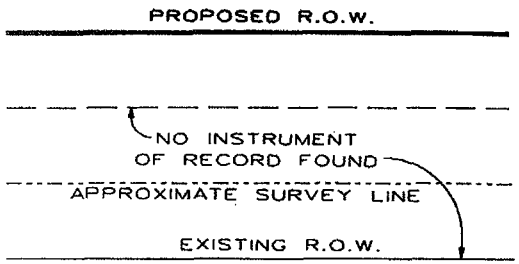
All bearings and coordinates are based on the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983, 1993 adjustment. All distances and coordinates shown are surface and may be converted to grid by multiplying by a combined adjustment factor of 0.999888968.

Daniel Paul Coyer

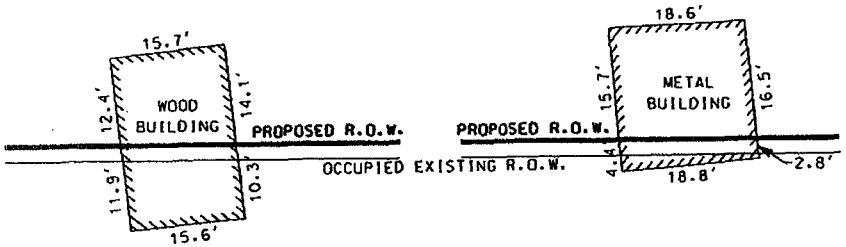
Daniel Paul Coyer, R.P.L.S.
Registered Professional Land Surveyor No. 4867
GeoSurv, Inc. (TSC Surveying Company)
3300 S. Gessner Road, Suite 120
Houston, Texas 77063



11/19/08

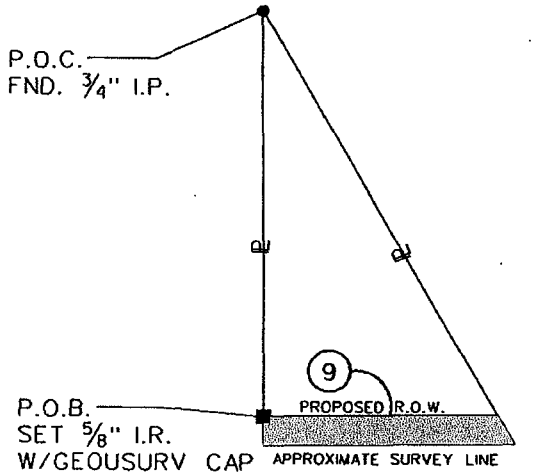


PROOF OF R.O.W. DETAIL
N.T.S.



DETAIL "A"
N.T.S.

DETAIL "B"
N.T.S.



KATY FLEWELLEN RD.

PARENT TRACT INSET
PARCEL 9
N.T.S.

LEGEND

- ■ SET 5/8" I.R. W/GEOSURV CAP
- ● FOUND PROPERTY CORNER UNLESS OTHERWISE NOTED
- ○ POINT
- ℄ PROPERTY LINE

NOTES:
1. ALL BEARINGS AND SURFACE COORDINATES ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983(NAD 83), TEXAS SOUTH CENTRAL ZONE 4204, EPOCH DATE 2001.00. THE HORIZONTAL CONTROL WAS ESTABLISHED UTILIZING GPS STATIC METHODS WITH THE GPS VECTORS BEING PROCESSED TO NGS CORS INFORMATION.

2. ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 0.999888968.

TAKING

AREA WITHIN OCCUPIED R.O.W.	0.3700 AC. • 16,116 S.F.
AREA OUTSIDE OCCUPIED R.O.W.	0.0084 AC. • 366 S.F.
TOTAL AREA	• 0.3784 AC. 16,482 S.F.

EXISTING ACRES	TAKING ACRES/ S.F.	REMAINDER ACRES
2.40	0.3784 16,482	2.0216

STATE OF TEXAS
REGISTERED
DANIEL PAUL COYER
PROFESSIONAL
LAND SURVEYOR

11/19/08
DATE

PARCEL 9
PAGE 3 OF 4

GeoSurv
Mapping and Surveying
3300 S. Gessner Rd., Suite 120
Houston, Texas 77063
Tel. 713-784-4468 • Fax 713-784-6100

PARCEL PLAT
SHOWING PROPERTY OF

PARCEL 9

KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER, 2008

PROJECT NO: 712-001
GEOSURV INC.

SCALE: 1-50'

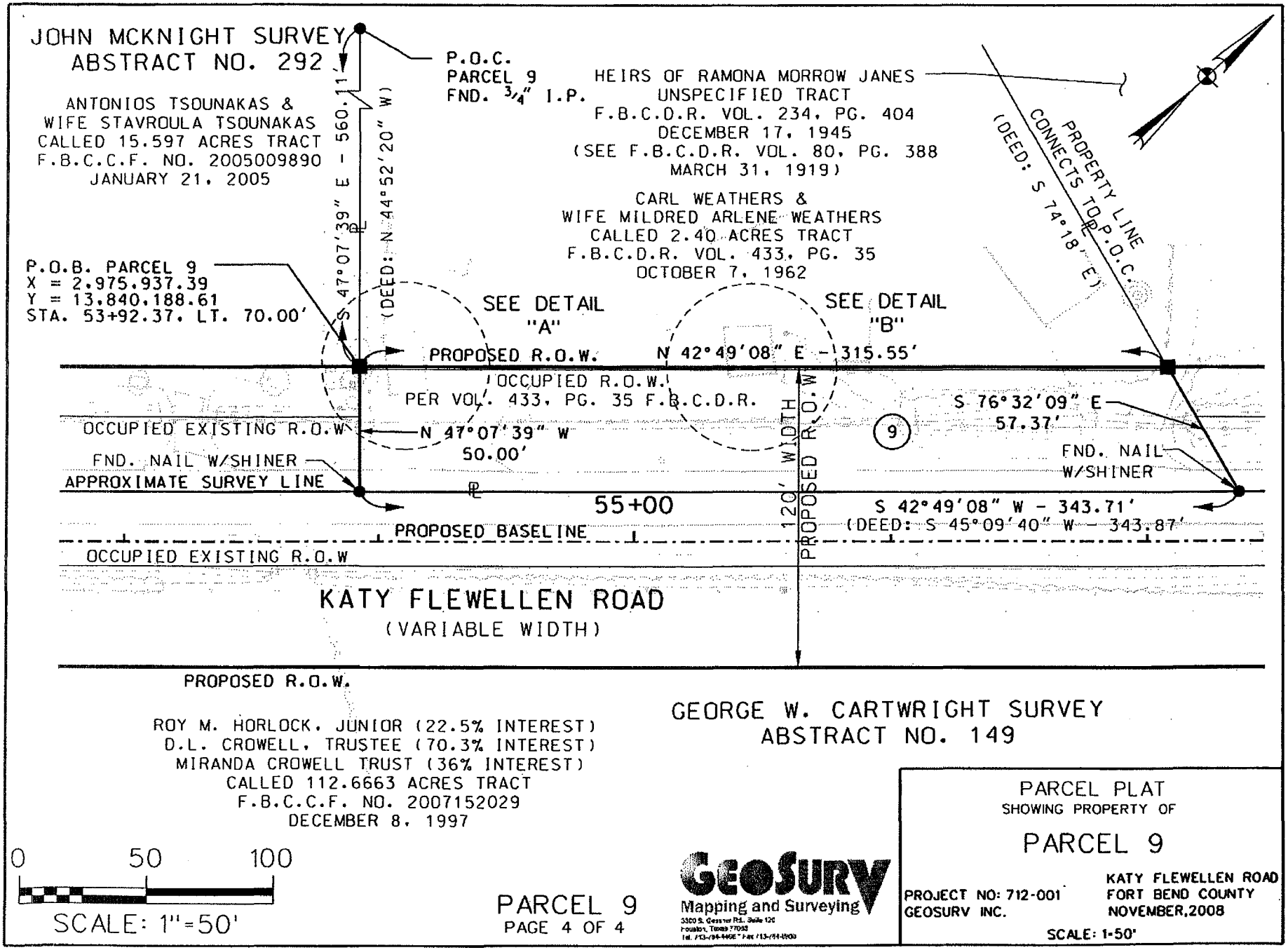

JOHN MCKNIGHT SURVEY
ABSTRACT NO. 292
ANTONIOS TSOUNAKAS &
WIFE STAVROULA TSOUNAKAS
CALLED 15.597 ACRES TRACT
F.B.C.C.F. NO. 2005009890
JANUARY 21, 2005
P.O.C.
PARCEL 9
FND. 3/4" I.P.
HEIRS OF RAMONA MORROW JANES
UNSPECIFIED TRACT
F.B.C.D.R. VOL. 234, PG. 404
DECEMBER 17, 1945
(SEE F.B.C.D.R. VOL. 80, PG. 388
MARCH 31, 1919)
CARL WEATHERS &
WIFE MILDRED ARLENE WEATHERS
CALLED 2.40 ACRES TRACT
F.B.C.D.R. VOL. 433, PG. 35
OCTOBER 7, 1962
PROPERTY LINE
CONNECTS TO P.O.C.
(DEED: S 74°18' E)
P.O.B. PARCEL 9
X = 2,975,937.39
Y = 13,840,188.61
STA. 53+92.37, LT. 70.00'
S 47°07'39" E - 560.11'
(DEED: N 44°52'20" W)
SEE DETAIL
"A"
SEE DETAIL
"B"
PROPOSED R.O.W.
N 42°49'08" E - 315.55'
OCCUPIED R.O.W.
PER VOL. 433, PG. 35 F.B.C.D.R.
OCCUPIED EXISTING R.O.W
N 47°07'39" W
50.00'
9
S 76°32'09" E
57.37'
FND. NAIL W/SHINER
FND. NAIL
W/SHINER
APPROXIMATE SURVEY LINE
55+00
120' WIDTH PROPOSED R.O.W
S 42°49'08" W - 343.71'
(DEED: S 45°09'40" W - 343.87')
PROPOSED BASELINE
OCCUPIED EXISTING R.O.W
KATY FLEWELLEN ROAD
(VARIABLE WIDTH)
PROPOSED R.O.W.
ROY M. HORLOCK, JUNIOR (22.5% INTEREST)
D.L. CROWELL, TRUSTEE (70.3% INTEREST)
MIRANDA CROWELL TRUST (36% INTEREST)
CALLED 112.6663 ACRES TRACT
F.B.C.C.F. NO. 2007152029
DECEMBER 8, 1997
GEORGE W. CARTWRIGHT SURVEY
ABSTRACT NO. 149
0
50
100
SCALE: 1"=50'
PARCEL 9
PAGE 4 OF 4
GEOSURV
Mapping and Surveying
PARCEL PLAT
SHOWING PROPERTY OF
PARCEL 9
PROJECT NO: 712-001
GEOSURV INC.
KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER,2008
SCALE: 1-50'

EXHIBIT _____

County: **Fort Bend**
Road: **Katy-Flewellen**
Project Limits: **Katy-Gaston to Greenbusch**

PROPERTY DESCRIPTION OF PARCEL 10

Being a 0.9554 of one acre (41,619 square feet) parcel of land situated in the John McKnight Survey, Abstract 292 in Fort Bend County, Texas, being out of a called "small tract on the southwest side of Buffalo Bayou, bounded by the bayou" as described by deed recorded in Volume 80, Page 388 of the Deed Records of Fort Bend County, Texas, dated March 31, 1919 conveyed to Heirs of Ramona Morrow Janes (unspecified tract) as described by deed recorded in Volume 234, Page 404 of the Deed Records of Fort Bend County, Texas, dated December 17, 1945, said 0.9554 of one acre parcel being more particularly described by metes and bounds as follows:

COMMENCING from a 3/4-inch iron pipe found for the southwesterly corner of a called 2.40 acre tract as described by deed recorded in Volume 433, Page 35 of the Deed Records of Fort Bend County, Texas, dated October 7, 1962;

THENCE, South 76°32'09" East (no deed call) along the common line between said Janes Tract and said called 2.40 acre tract, a distance of 642.62 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for corner, being on the proposed northwesterly right-of-way line of Katy-Flewellen Road (120-foot width) and being the southwesterly corner and POINT OF BEGINNING of the herein described parcel;

1.) THENCE, North 42°49'08" East along said proposed northwesterly right-of-way line of said Katy-Flewellen Road, a distance of 729.69 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for corner and being an interior corner of the herein described parcel;

2.) THENCE, North 43°10'46" East continuing along said proposed northwesterly right-of-way line of said Katy-Flewellen Road, a distance of 116.56 feet to a point for corner, being on the centerline of Buffalo Bayou, being on the southwesterly meandering line of a called 15.8530 acre tract of land as described by deed filed under Clerk's File Number 2004114911 of the Official Public Records of Real Property of Fort Bend County, Texas, dated September 13, 2004 and being the northwesterly corner of the herein described parcel;

EXHIBIT _____

3.) THENCE, South 49°40'13" East along said centerline of Buffalo Bayou, a distance of 49.31 feet to a point for corner, being on the approximate survey line of aforementioned John McKnight Survey located within the occupied right-of-way of said Katy-Flewellen Road (no instrument of record was found), being the southeasterly corner of said called 15.8530 acre tract, being the northeasterly corner of said Janes Tract and being the northeasterly corner of the herein described parcel;

4.) THENCE, South 42°49'08" West along said survey line, a distance of 820.26 feet to a nail with shiner found for corner, being the northeasterly corner of aforementioned called 2.40 acre tract, being the southeasterly corner of said Janes Tract and being the southeasterly corner of the herein described parcel;

5.) THENCE, North 76°32'09" West along the common line between said called 2.40 acre tract and said called Janes tract, a distance of 57.37 feet to the POINT OF BEGINNING and containing an area of 0.9554 of one acre (41,619 square feet) of land.

This property description was prepared in conjunction with a parcel plat of the same date.

Abstracting was completed in August 2008.

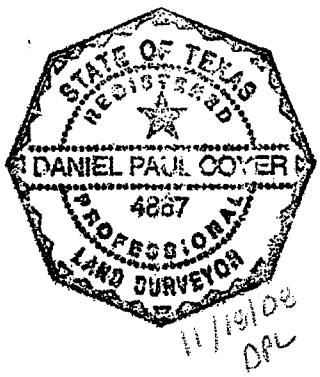
Ground Surveying was completed in September 2008.

The Point of Beginning has coordinates of: X=2,976,151.86 and Y=13,840,420.06.

All bearings and coordinates are based on the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983, 1993 adjustment. All distances and coordinates shown are surface and may be converted to grid by multiplying by a combined adjustment factor of 0.999888968.

Daniel Paul Coyer

Daniel Paul Coyer, R.P.L.S
Registered Professional Land Surveyor No. 4867
GeoSurv, Inc. (TSC Surveying Company)
3300 S. Gessner Road, Suite 120
Houston, Texas 77063



11/19/08
DPC

PROPOSED R.O.W.

OCCUPIED EXISTING R.O.W.

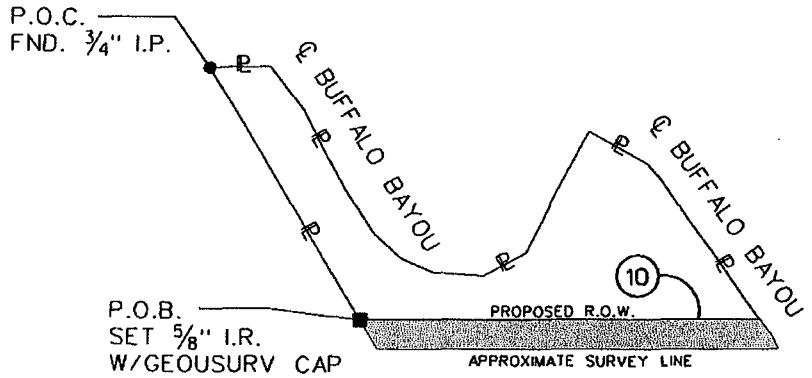
NO INSTRUMENT OF RECORD FOUND

APPROXIMATE SURVEY LINE

OCCUPIED EXISTING R.O.W.

PROOF OF R.O.W. DETAIL

N.T.S.



KATY FLEWELLEN RD.

PARENT TRACT INSET
PARCEL 10
N.T.S.

* ACREAGE BASED ON ESTIMATED ASSUMPTION OF WEST PROPERTY LINE LOCATION.

TAKING

AREA WITHIN OCCUPIED R.O.W.	*	0.5702 AC. 24,841 S.F.
AREA OUTSIDE OCCUPIED R.O.W.	-	0.3852 AC. 16,778 S.F.
TOTAL AREA	*	0.9554 AC. 41,619 S.F.

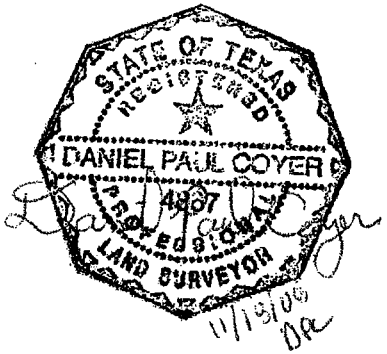
LEGEND

- ■ SET ⅝" I.R. W/GEOSURV CAP
- ● FOUND PROPERTY CORNER UNLESS OTHERWISE NOTED
- ○ POINT
- ℄ PROPERTY LINE

NOTES:

1. ALL BEARINGS AND SURFACE COORDINATES ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983(NAD 83), TEXAS SOUTH CENTRAL ZONE 4204, EPOCH DATE 2001.00. THE HORIZONTAL CONTROL WAS ESTABLISHED UTILIZING GPS STATIC METHODS WITH THE GPS VECTORS BEING PROCESSED TO NGS CORS INFORMATION.

2. ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 0.999888968.



EXISTING ACRES	TAKING ACRES/ S.F.	REMAINDER ACRES
6.3*	0.9554 41,619	5.3

PARCEL PLAT
SHOWING PROPERTY OF

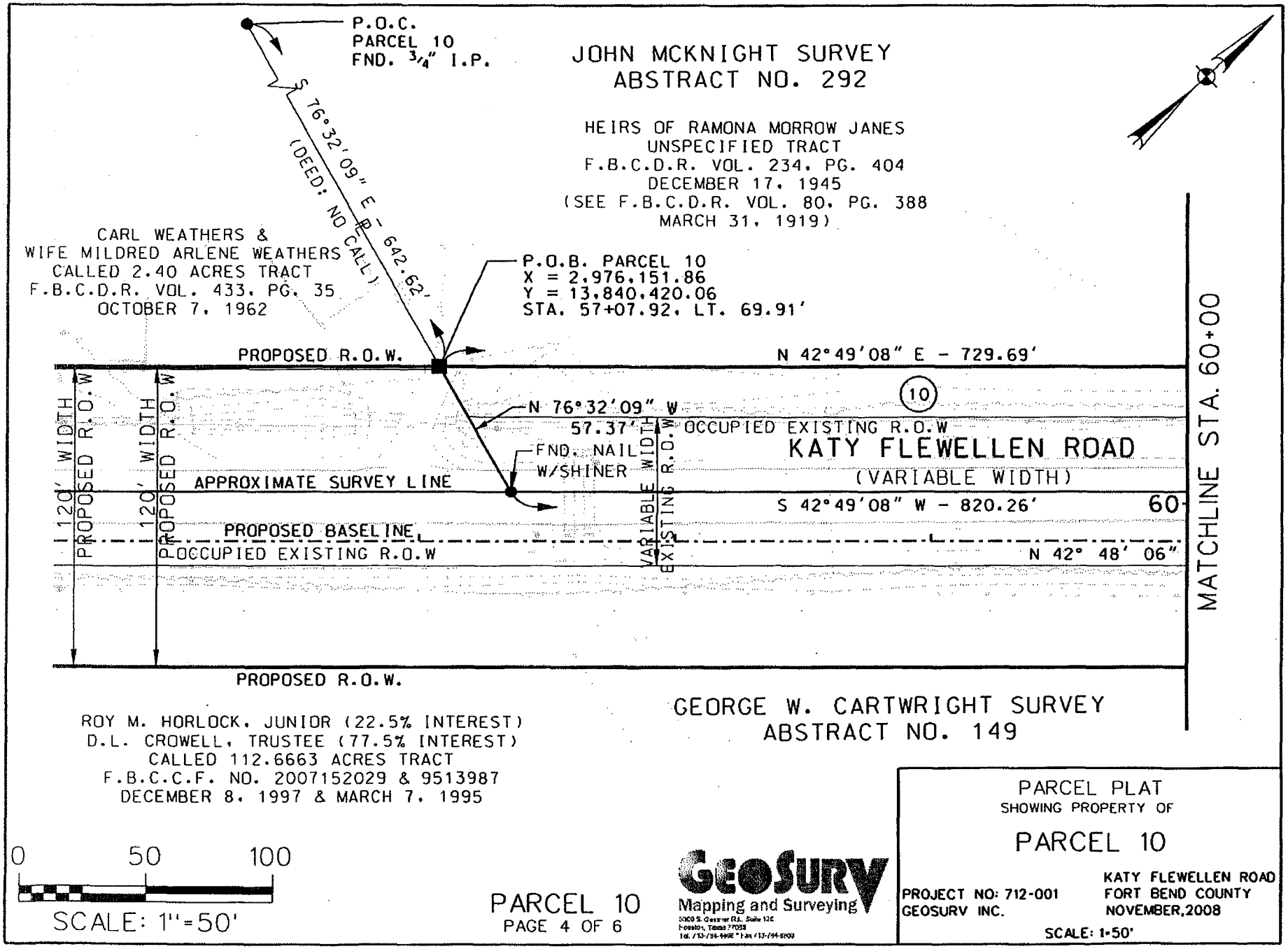
PARCEL 10

KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER, 2008

PROJECT NO: 712-001
GEOSURV INC.

SCALE: 1"=50'

GEOSURV
Mapping and Surveying
3300 S. Gessner Rd., Suite 125
Houston, Texas 77063
tel. 713-784-4448 * fax 713-784-4900



PARCEL 10
PAGE 4 OF 6

GeoSurv
Mapping and Surveying
5300 S. Gessner Rd., Suite 126
Houston, Texas 77036
Tel. 713-784-4662 * Fax 713-784-8100

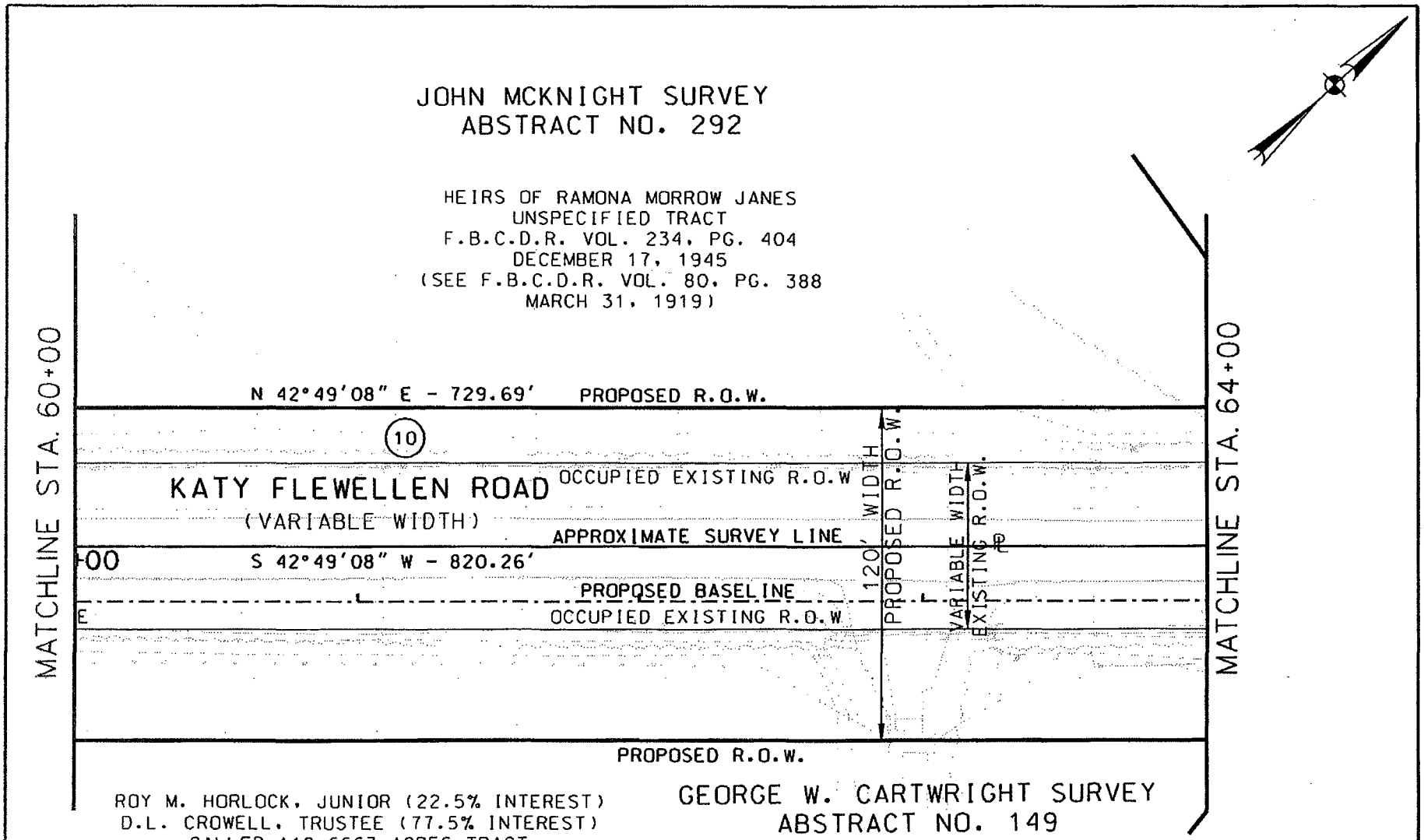
PARCEL PLAT
SHOWING PROPERTY OF

PARCEL 10

PROJECT NO: 712-001
GEOSURV INC.

KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER, 2008

SCALE: 1"=50'



PARCEL 10
PAGE 5 OF 6

GeoSurv
Mapping and Surveying

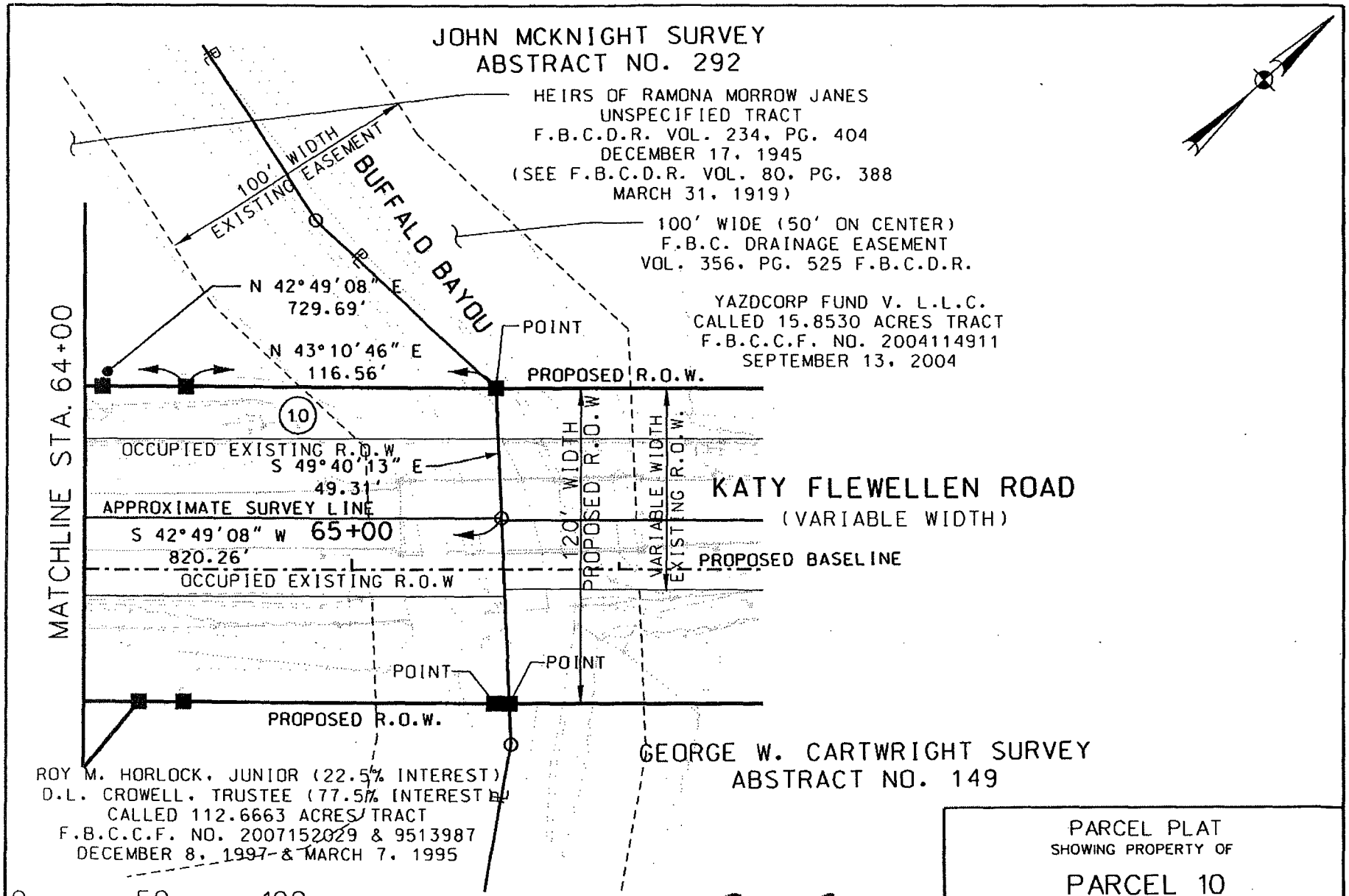
PARCEL PLAT
SHOWING PROPERTY OF

PARCEL 10

PROJECT NO: 712-001
GEOSURV INC.

KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER,2008

SCALE: 1"=50'



PARCEL 10
PAGE 6 OF 6

GeoSurv
Mapping and Surveying
3303 S. Gessner Rd., Suite 120
Houston, Texas 77063
tel. 713-784-4406 * fax 713-784-8103

PARCEL PLAT
SHOWING PROPERTY OF

PARCEL 10

PROJECT NO: 712-001
GEOSURV INC.

KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER, 2008

SCALE: 1"=50'

EXHIBIT _____

County: **Fort Bend**
Road: **Katy-Flewellen**
Project Limits: **Katy-Gaston to Greenbusch**

PROPERTY DESCRIPTION OF PARCEL 10A

Being a 0.4011 of one acre (17470 square feet) parcel of land situated in the John McKnight Survey, Abstract 292 in Fort Bend County, Texas, being out of a called "small tract on the southwest side of Buffalo Bayou, bounded by the bayou" as described by deed recorded in Volume 80, Page 388 of the Deed Records of Fort Bend County, Texas, dated March 31, 1919 conveyed to Heirs of Ramona Morrow Janes (unspecified tract) as described by deed recorded in Volume 234, Page 404 of the Deed Records of Fort Bend County, Texas, dated December 17, 1945, being part of a called 100 - foot wide (50 feet on center) Fort Bend County Drainage Easement as described by deed filed under Volume 356, Page 525 of the Deed Records of Fort Bend County, Texas, said 0.4011 of one acre parcel being more particularly described by metes and bounds as follows:

COMMENCING from a 3/4-inch iron pipe found for the southwesterly corner of a called 2.40 acre tract as described by deed recorded in Volume 433, Page 35 of the Deed Records of Fort Bend County, Texas, dated October 7, 1962;

THENCE, South 76°32'09" East (no deed call) along the common line between said Janes Tract and said called 2.40 acre tract, a distance of 642.62 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for corner, being on the proposed northwesterly right-of-way line of Katy-Flewellen Road (120-foot width);

THENCE, North 42°49'08" East along said proposed northwesterly right-of-way line of Katy-Flewellen Road, a distance of 698.44 feet, to a 5/8-inch iron rod with GeoSurv plastic cap set for corner and POINT OF BEGINNING of the herein described parcel;

1.) THENCE, North 47°10'52" West, 44.64 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for an interior corner of the herein described parcel;

2.) THENCE, North 82°11'25" West, 123.97 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for corner, being the southwesterly corner of the herein described parcel;

3.) THENCE, North 07°48'35" East, a distance of 80.00 feet to a point for corner, being on the centerline of Buffalo Bayou, being on the southerly line of a called 15.8530 acre tract of land as described by deed filed under Clerk's File Number 2004114911 of the Official Public Records of Real Property of Fort Bend County, Texas, dated September 13, 2004, being on the northerly line of said Janes Tract and being the northwesterly corner of the herein described parcel;

EXHIBIT _____

4.) THENCE, South 82°11'25" East along said centerline of Buffalo Bayou, same being along said southerly line of said called 15.8530 acre tract, a distance of 54.58 feet to a point for an interior corner of the herein described parcel;]

5.) THENCE, South 79°54'16" East along said centerline of Buffalo Bayou, same being along said southerly line of said called 15.8530 acre tract, a distance of 100.24 feet to a point for an interior corner of the herein described parcel;

6.) THENCE, North 86°01'36" East along said centerline of Buffalo Bayou, same being along said southerly line of said called 15.8530 acre tract, a distance of 93.16 feet to a point for corner, being on the on aforementioned proposed northwesterly right-of-way line of Katy-Flewellen Road and being the northeasterly corner of the herein described parcel;

7.) THENCE, South 43°10'46" West along said proposed northwesterly right-of-way line of Katy-Flewellen Road, a distance of 116.56 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for an interior corner of the herein described parcel;

6.) THENCE, South 42°49'08" West along said proposed northwesterly right-of-way line of Katy-Flewellen Road, a distance of 31.25 feet to the POINT OF BEGINNING and containing an area of 0.411 of one acre (17,470 square feet) of land.

This property description was prepared in conjunction with a parcel plat of the same date.

Abstracting was completed in August 2008.

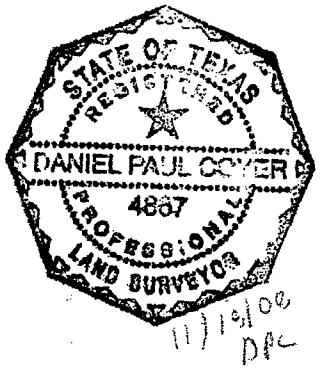
Ground Surveying was completed in September 2008.

The Point of Beginning has coordinates of: X=2,976,626.58 and Y=13,840,932.37.

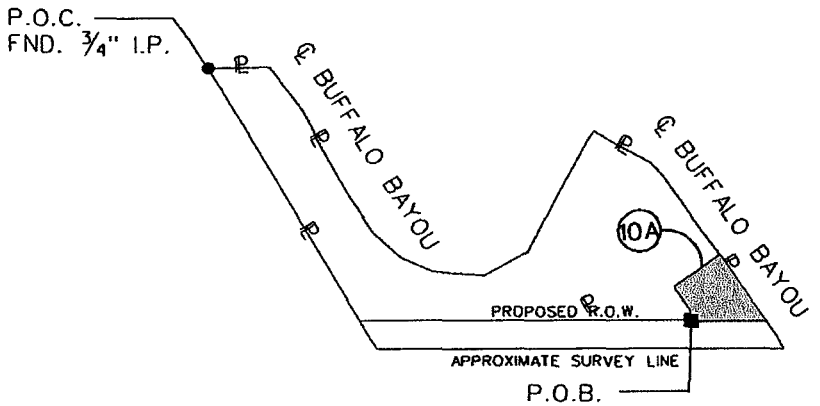
All bearings and coordinates are based on the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983, 1993 adjustment. All distances and coordinates shown are surface and may be converted to grid by multiplying by a combined adjustment factor of 0.999888968.

Daniel Paul Coyer

Daniel Paul Coyer, R.P.L.S
Registered Professional Land Surveyor No. 4867
GeoSurv, Inc. (TSC Surveying Company)
3300 S. Gessner Road, Suite 120
Houston, Texas 77063



11/19/08
pbc



PARENT TRACT INSET
PARCEL 10A.
N.T.S.

* ACREAGE BASED ON ESTIMATED ASSUMPTION OF WEST PROPERTY LINE LOCATION.

TAKING

AREA WITHIN EXISTING D.E.	*	0.2596 AC. 11,310 S.F.
AREA OUTSIDE OCCUPIED R.O.W.	*	0.1415 AC. 6,160 S.F.
TOTAL AREA	*	0.4011 AC. 17,470 S.F.

PARCEL 10 REMAINDER IS 5.3 AC.

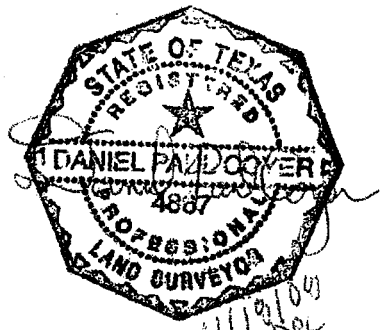
REMAINDER PARCEL 10	TAKING ACRES/ S.F.	REMAINDER ACRES
5.3*	0.4011 17,470	4.9

LEGEND

- ■ SET ⅝" I.R. W/GEOSURV CAP
- ● FOUND PROPERTY CORNER UNLESS OTHERWISE NOTED
- ○ POINT
- ℄ PROPERTY LINE

NOTES:
1. ALL BEARINGS AND SURFACE COORDINATES ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983(NAD 83), TEXAS SOUTH CENTRAL ZONE 4204, EPOCH DATE 2001.00. THE HORIZONTAL CONTROL WAS ESTABLISHED UTILIZING GPS STATIC METHODS WITH THE GPS VECTORS BEING PROCESSED TO NGS CORS INFORMATION.

2. ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 0.999888968.



11/19/08 DPC

PARCEL 10A
PAGE 3 OF 4

GEOSURV
Mapping and Surveying
3300 S. Gessner Rd., Suite 126
Houston, Texas 77063
Tel. 713-784-4500 * Fax 713-784-8700

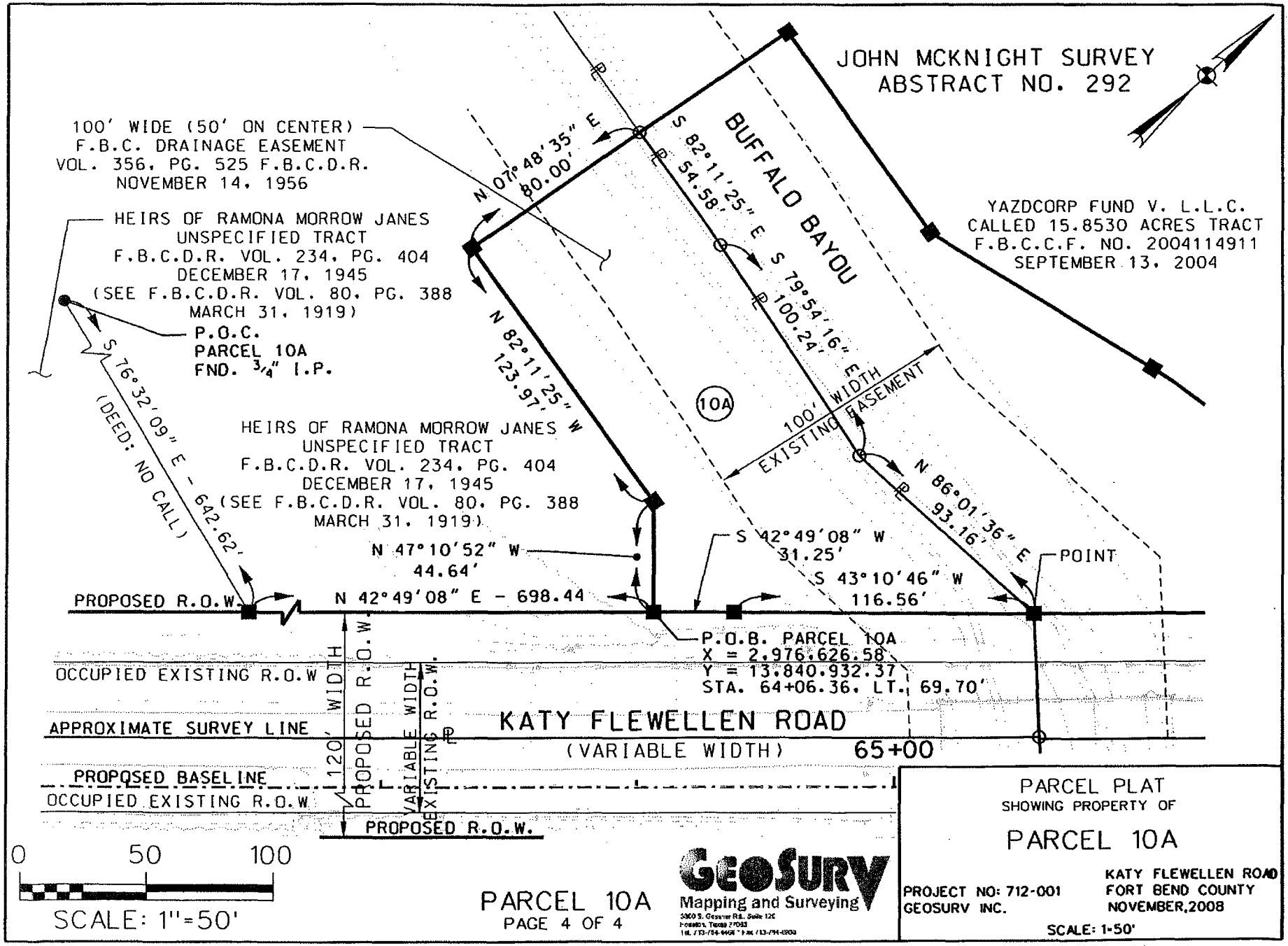
PARCEL PLAT
SHOWING PROPERTY OF

PARCEL 10A

PROJECT NO: 712-001
GEOSURV INC.

KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER, 2008

SCALE: 1"=50'



PARCEL 10A
PAGE 4 OF 4

GeoSurv
Mapping and Surveying
5300 S. Gessner Rd., Suite 126
Houston, Texas 77063
tel. 713-784-4406 * fax 713-784-5900

PARCEL PLAT
SHOWING PROPERTY OF
PARCEL 10A

PROJECT NO: 712-001
GEOSURV INC.

KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER, 2008

SCALE: 1-50'

EXHIBIT _____

County: **Fort Bend**
Road: **Katy-Flewellen**
Project Limits: **Katy-Gaston to Greenbusch**

PROPERTY DESCRIPTION OF PARCEL 11

Being a 0.2761 of one acre (12,027 square feet) parcel of land situated in the John McKnight Survey, Abstract 292 in Fort Bend County, Texas, being out of a called 15.853 acre tract of land conveyed to Yazdcorp Fund V, L.L.C. by deed filed under Clerk's File Number 2004114911 of the Official Public Records of Real Property of Fort Bend County, Texas, dated September 13, 2004, said 0.2761 of one acre parcel being more particularly described by metes and bounds as follows:

COMMENCING from a 5/8-inch iron pipe found for a northerly interior corner said called 15.853 acre tract and being a southerly interior corner of a called 8.2552 acre tract of land as described by deed filed under Clerk's File Number 2005033887 of the Official Public Records of Real Property of Fort Bend County, Texas, dated March 23, 2005;

THENCE, South 47°12'29" East (called South 44°52' 21" East) along the common line between the said called 15.853 acre tract and said called 8.2552 acre tract, a distance of 290.26 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for corner, being on the proposed northwesterly right-of-way line of Katy-Flewellen Road (120-foot width) and being the northwesterly corner and POINT OF BEGINNING of the herein described parcel, from which a found 1/2-inch iron rod bears North 27°31' West, 3.47 feet;

1.) THENCE, South 47°12'29" East (called South 44°52' 21" East) along said common line between said called 15.853 acre tract and said called 8.2552 acre tract, passing at 19.34 feet a found 5/8-inch iron rod on the occupied existing northwesterly right of way line of said Katy-Flewellen Road (no instrument of record was found), being the southeasterly corner of said called 8.2552 acre tract, in all a total distance of 50.00 feet to a point corner, being on the approximate survey line of aforementioned John McKnight Survey, being the northeasterly corner of said called 15.853 acre tract and being the northeasterly corner of the herein described parcel;

2.) THENCE, South 42°48'09" West (called South 45°07'39"West, 242.65 feet) along said approximate survey line of said John McKnight Survey, a distance of 239.46 feet to a point for corner, being on the centerline of Buffalo Bayou, being on the northerly line of a certain tract of land described as called "small tract on the southwest side of Buffalo Bayou, bounded by the bayou" (herein after referred as the Janes Tract) as described in a deed recorded in Volume 80, Page 338 of the Deed Records of Fort Bend County, Texas, dated March 13, 1919 and being the southeasterly corner of the herein described parcel;

EXHIBIT _____

3.) THENCE, North 49°40'13" West along said centerline of Buffalo Bayou, same being along the southerly line of said called 15.8530 acre tract, same being along the northerly line of said Janes Tract, a distance of 50.05 feet, to a point for corner, being on the aforementioned proposed northwesterly right of way line of said Katy-Flewellen Road and being the southwesterly corner of the herein described parcel;

4.) THENCE, North 42°48'09" East, along said proposed northwesterly right of way line of said Katy-Flewellen Road, a distance of 241.61 feet to the POINT OF BEGINNING and containing an area of 0.2761 of one acre (12,027 square feet) of land.

This property description was prepared in conjunction with a parcel plat of the same date.

Abstracting was completed in August 2008.

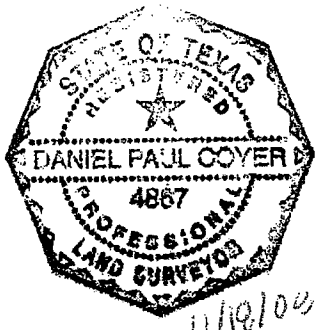
Ground Surveying was completed in September 2008.

The Point of Beginning has coordinates of: X=2,976,891.74 and Y=13,841,217.55.

All bearings and coordinates are based on the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983, 1993 adjustment. All distances and coordinates shown are surface and may be converted to grid by multiplying by a combined adjustment factor of 0.999888968.

Daniel Paul Coyer

Daniel Paul Coyer, R.P.L.S
Registered Professional Land Surveyor No. 4867
GeoSurv, Inc. (TSC Surveying Company)
3300 S. Gessner Road, Suite 120
Houston, Texas 77063



11/19/08
DPC

PROPOSED R.O.W.

OCCUPIED EXISTING R.O.W.

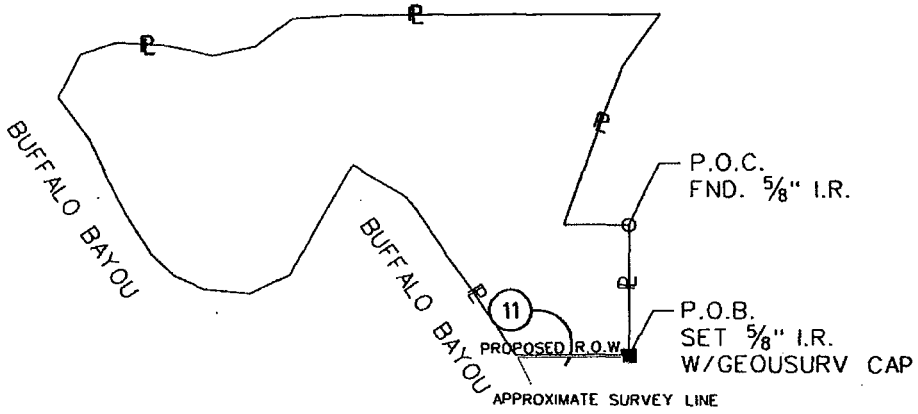
NO INSTRUMENT OF RECORD FOUND

APPROXIMATE SURVEY LINE

OCCUPIED EXISTING R.O.W.

PROPOSED R.O.W.

PROOF OF R.O.W. DETAIL
N.T.S.



KATY FLEWELLEN RD.

PARENT TRACT INSET
PARCEL 11
N.T.S.

LEGEND

- ☐ SET 5/8" I.R. W/GEOSURV CAP
- ○ FOUND PROPERTY CORNER UNLESS OTHERWISE NOTED
- ○ POINT
- ℄ PROPERTY LINE

NOTES:
1. ALL BEARINGS AND SURFACE COORDINATES ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983(NAD 83), TEXAS SOUTH CENTRAL ZONE 4204, EPOCH DATE 2001.00. THE HORIZONTAL CONTROL WAS ESTABLISHED UTILIZING GPS STATIC METHODS WITH THE GPS VECTORS BEING PROCESSED TO NGS CORS INFORMATION.

2. ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 0.999888968.

STATE OF TEXAS
REGISTERED
DANIEL PAUL COYER
4867
PROFESSIONAL
LAND SURVEYOR

11/14/08

TAKING

AREA WITHIN OCCUPIED R.O.W.	-	0.2761 AC. 12,027 S.F.
AREA OUTSIDE OCCUPIED R.O.W.	-	0.0000 AC. 00,0000 S.F.
TOTAL AREA	-	0.2761 AC. 12,027 S.F.

EXISTING ACRES	TAKING ACRES/ S.F.	REMAINDER ACRES
15.8530	0.2761 12,027	15.5769

PARCEL PLAT
SHOWING PROPERTY OF

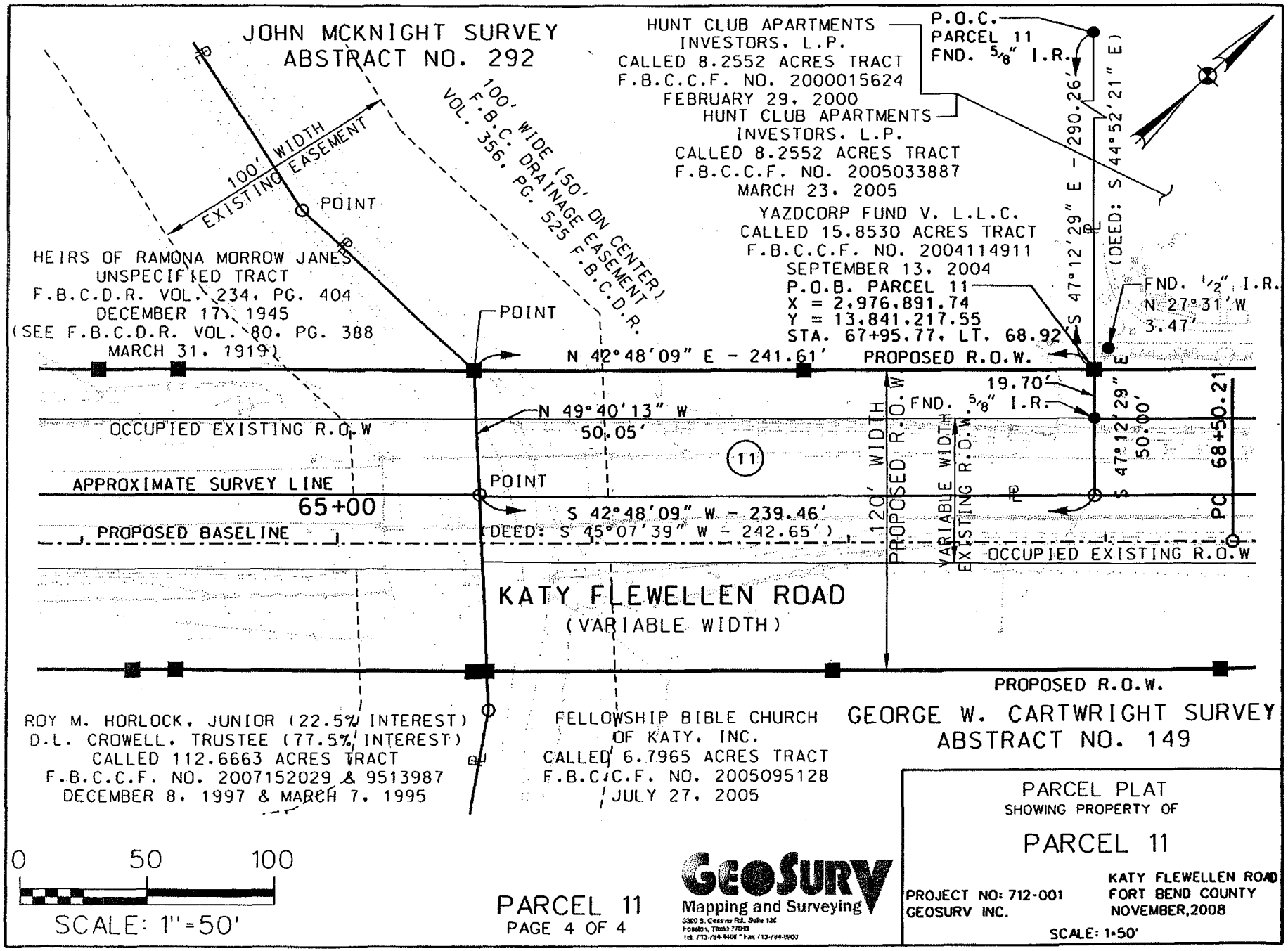
PARCEL 11

KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER,2008

PROJECT NO: 712-001
GEOSURV INC.

SCALE: 1-50'

GEOSURV
Mapping and Surveying
3300 S. Gessner Rd., Suite 12E
Houston, Texas 77063
Tel 713-784-4456 * Fax 713-784-6903



PARCEL 11
PAGE 4 OF 4

GEOSURV
Mapping and Surveying

PARCEL PLAT
SHOWING PROPERTY OF

PARCEL 11

KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER, 2008

PROJECT NO: 712-001
GEOSURV INC.

SCALE: 1"=50'

EXHIBIT _____

County: **Fort Bend**
Road: **Katy-Flewellen**
Project Limits: **Katy-Gaston to Greenbusch**

PROPERTY DESCRIPTION OF PARCEL 11A

Being a 0.5862 of one acre (12,027 square feet) parcel of land situated in the John McKnight Survey, Abstract 292 in Fort Bend County, Texas, being out of a called 15.853 acre tract of land conveyed to Yazdcorp Fund V, L.L.C. by deed filed under Clerk's File Number 2004774911 of the Official Public Records of Real Property of Fort Bend County, Texas, dated September 13, 2004, being part of a called 100 - foot wide (50 feet on center) Fort Bend County Drainage Easement as described by deed filed under Volume 356, Page 525 of the Deed Records of Fort Bend County, Texas, and said 0.2761 of one acre parcel being more particularly described by metes and bounds as follows:

COMMENCING from a 5/8-inch iron pipe found for a northerly interior corner being out of said called 15.853 acre tract of land and being a southerly interior corner of a called 8.2552 acre tract of land as described by deed filed under Clerk's File Number 2004033887 of the Official Public Records of Real Property of Fort Bend County, Texas, dated March 23, 2005;

THENCE, South 47°12'29" East (called South 44°52' 21" East) along the common line between the said called 15.853 acre tract and said called 8.2552 acre tract, a distance of 290.26 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for corner, being on the proposed northwesterly right of way line of Katy-Flewellen Road (120-foot width), from which a found 1/2-inch iron rod bears North 27°31' West, 3.47 feet;

THENCE, South 42°48'09" West along said proposed northwesterly right of way line of Katy-Flewellen Road, a distance of 113.16 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for corner for the northeasterly corner and POINT OF BEGINNING of the herein described parcel;

1.) THENCE, South 42°48'09" West along said proposed northwesterly right of way line of said Katy-Flewellen Road, a distance of 128.44 feet to a point for corner, being on the northerly line of a certain tract of land described as called "small tract on the southwest side of Buffalo Bayou, bounded by the bayou" (herein after referred as the Janes Tract) as described in a deed recorded in Volume 80, Page 338 of the Deed Records of Fort Bend County, Texas, dated March 13, 1919, being on the center line of Buffalo Bayou, being on the southerly line of said called 15.853 acre tract and being the southeasterly corner of the herein described parcel;

EXHIBIT _____

2.) THENCE, South 86°01'36" West along said centerline of Buffalo Bayou, same being along the southerly line of said called 15.8530 acre tract, same being along the northerly line of said Janes Tract, a distance of 93.16 feet to a point for an interior corner of the herein described parcel;

3.) THENCE, North 79°54'16" West along said centerline of Buffalo Bayou, same being along the southerly line of said called 15.8530 acre tract, same being along the northerly line of said Janes Tract, a distance of 100.24 feet to a point for an interior corner of the herein described parcel;

4.) THENCE, North 82°11'25"West along said centerline of Buffalo Bayou, same being along the southerly line of said called 15.8530 acre tract, same being along the northerly line of said Janes Tract, a distance of 54.58 feet to a point the southwesterly corner of the herein described parcel;

5.) THENCE, North 07°48'35" East, a distance of 70.00 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for corner the northwesterly corner of the herein described parcel;

6.) THENCE, South 82°11'25" East, a distance of 97.28 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for an interior corner of the herein described parcel;

7.) THENCE, North 75°11'36" East, a distance of 102.49 feet to a 5/8-inch iron rod with GeoSurv plastic cap set marking the point of curvature of a tangent curve to the right and being an interior corner of the herein described parcel;

8.) THENCE, in a southeasterly direction along said tangent curve to the right, having a radius of 210.00 feet, a delta angle of 35° 32' 03", an arc length of 130.24 feet, and a chord bearing and distance of South 87°02'23" East, 128.16 feet to the POINT OF BEGINNING and containing an area of 0.5862 of one acre (25,537 square feet) of land.

This property description was prepared in conjunction with a parcel plat of the same date.

Abstracting was completed in August 2008.

Ground Surveying was completed in September 2008.

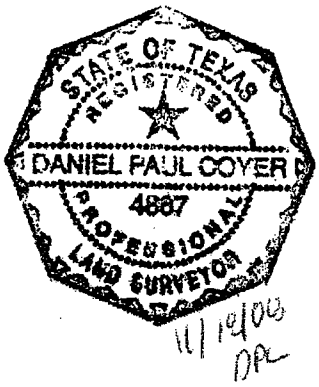
EXHIBIT _____

The Point of Beginning has coordinates of: X=2,976,814.85 and Y=13,841,134.53.

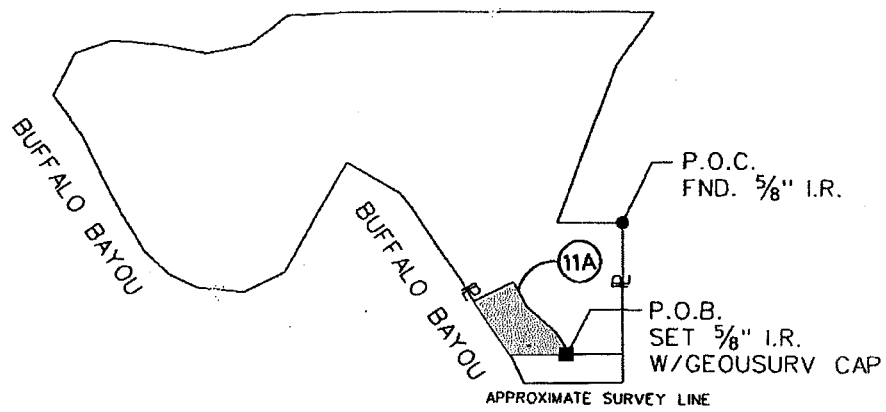
All bearings and coordinates are based on the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983, 1993 adjustment. All distances and coordinates shown are surface and may be converted to grid by multiplying by a combined adjustment factor of 0.999888968.

Daniel Paul Coyer

Daniel Paul Coyer, R.P.L.S
Registered Professional Land Surveyor No. 4867
GeoSurv, Inc. (TSC Surveying Company)
3300 S. Gessner Road, Suite 120
Houston, Texas 77063



11/19/08
DPC



KATY FLEWELLEN RD.

PARENT TRACT INSET
PARCEL 11A
N.T.S.

LEGEND

- ■ SET 5/8" I.R. W/GEOSURV CAP
- ● FOUND PROPERTY CORNER UNLESS OTHERWISE NOTED
- O POINT
- ℄ PROPERTY LINE

NOTES:
1. ALL BEARINGS AND SURFACE COORDINATES ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983(NAD 83), TEXAS SOUTH CENTRAL ZONE 4204, EPOCH DATE 2001.00. THE HORIZONTAL CONTROL WAS ESTABLISHED UTILIZING GPS STATIC METHODS WITH THE GPS VECTORS BEING PROCESSED TO NGS CORS INFORMATION.

2. ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 0.999888968.

STATE OF TEXAS
REGISTERED
DANIEL PAUL COYER
4667
PROFESSIONAL
LAND SURVEYOR

11/19/08

TAKING

AREA WITHIN EXISTING D.E.	=	0.3033 AC. 13,212 S.F.
AREA OUTSIDE OCCUPIED R.O.W.	=	0.2829 AC. 12,325 S.F.
TOTAL AREA	=	0.5862 AC. 25,537 S.F.

REMAINDER PARCEL 11	TAKING ACRES/ S.F.	REMAINDER ACRES
15.5769	0.5862 25,537	14.9907

PARCEL 11A
PAGE 4 OF 5

GEOSURV
Mapping and Surveying
3300 S. Gessner Rd., Suite 125
Houston, Texas 77063
Tel. 713-784-4466 * Fax 713-784-8900

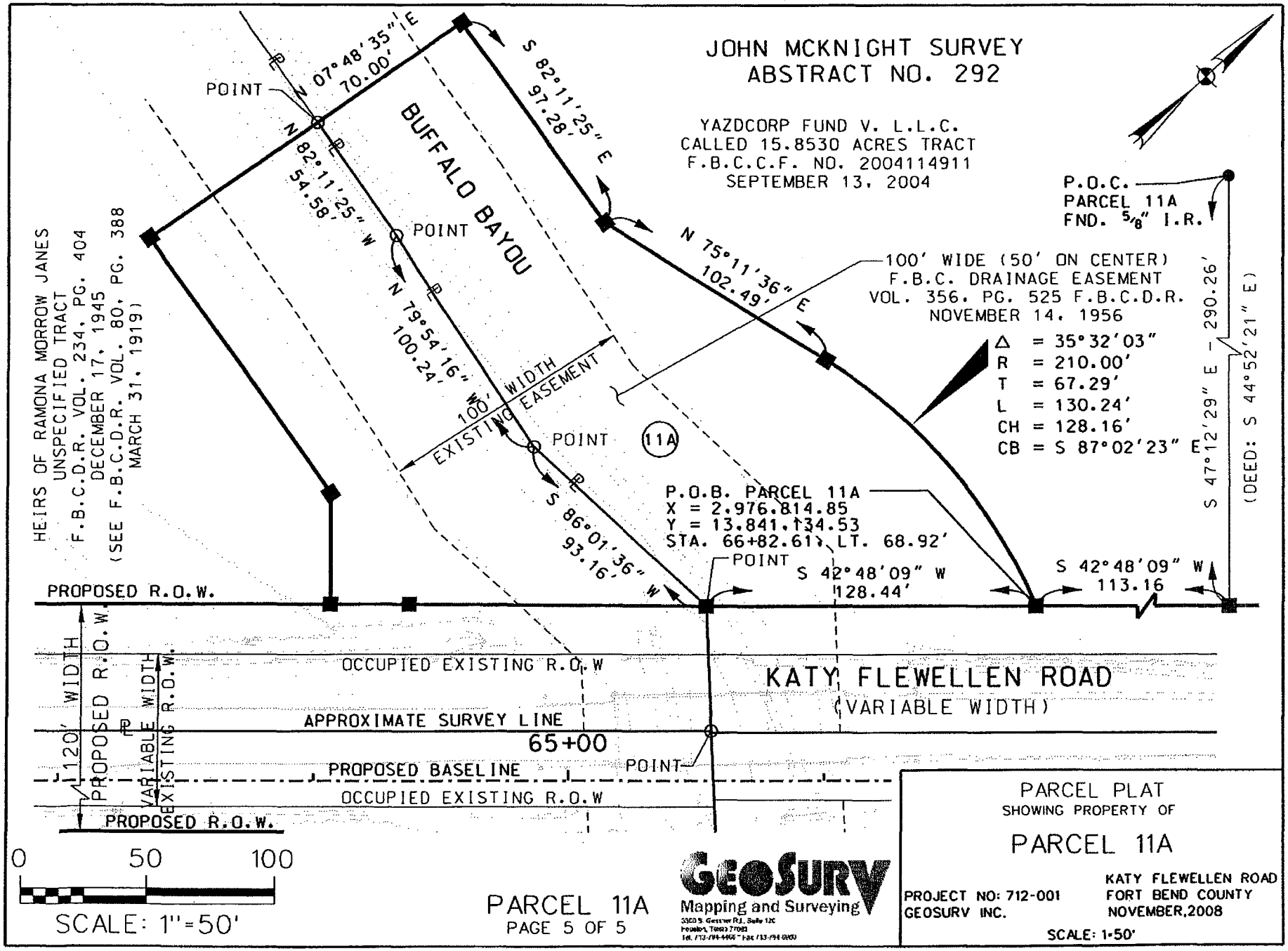
PARCEL PLAT
SHOWING PROPERTY OF

PARCEL 11A

KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER,2008

PROJECT NO: 712-001
GEOSURV INC.

SCALE: 1"=50'



PARCEL 11A
PAGE 5 OF 5

GEOSURV
Mapping and Surveying
3303 S. Gessner Rd., Suite 120
Houston, Texas 77063
Tel. 713-784-4400 Fax 713-784-4500

PARCEL PLAT
SHOWING PROPERTY OF
PARCEL 11A

PROJECT NO: 712-001
GEOSURV INC.

KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER,2008

SCALE: 1"=50'

EXHIBIT _____

County: **Fort Bend**
Road: **Katy-Flewellen**
Project Limits: **Katy-Gaston to Greenbusch**

PROPERTY DESCRIPTION OF PARCEL 12

Being a 0.8616 of one acre (37,530 square feet) parcel of land situated in the George W. Cartwright Survey, Abstract 149 in Fort Bend County, Texas, being out of a called 6.7965 acre tract of land conveyed to Fellowship Bible Church of Katy, Inc. as described by deed filed under Clerk's File Number 2005095128 of the Official Public Records of Real Property of Fort Bend County, Texas, dated July 27, 2005, said 0.8616 of one acre parcel being more particularly described by metes and bounds as follows:

COMMENCING from a point in wood post for the easterly corner of said called 6.7965 acre tract and being the southerly corner of a called 3.0 acre tract of land described by deed filed under Clerk's File Number 9966924 of the Official Public Records of Fort Bend County, Texas, dated October 16, 1996, from which a point in wood post called for passing call in deed for said Church Tract bears South 43°05'29" West, 799.98 feet and from which a found 5/8-inch iron rod bears North 43°05'29" East, 620.63 feet;

THENCE, North 46°50'10" West (called South 45°38'48' East) along the common line between said called 6.7965 acre tract and said called 3.0 acre tract, a distance of 361.01 to a 5/8-inch iron rod with GeoSurv plastic cap set for corner, being on the proposed southeasterly right of way line of Katy-Flewellen Road (variable width) and being the northeasterly and POINT OF BEGINNING of the herein described parcel;

1.) THENCE, South 40°30'13" West along said proposed southeasterly right of way line of Katy-Flewellen Road, a distance of 269.63 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for an interior corner of the herein described parcel;

2.) THENCE, South 42°48'09" West along said proposed southeasterly right of way line of Katy-Flewellen Road, a distance of 285.90, to a point for corner, being on the centerline of Buffalo Bayou, being on the northeasterly interior line of a called 112.6663 acre tract of land as described in deed filed under Clerk's File Number 9513987 of the Official Public Records of Fort Bend County, Texas, dated March 14, 1995 and being the southeasterly corner of the herein described parcel;

EXHIBIT _____

3.) THENCE, North 49°40'13" West along said centerline of said Buffalo Bayou, same being along the property line of said called 112.6663 acre tract, a distance of 70.07 feet to a point for corner, being on being the approximate survey line of aforementioned George W. Cartwright Survey located within the occupied right-of-way of said Katy-Flewellen Road (no instrument of record was found), being the southwesterly corner of said called 6.7965 acre tract and being the southwesterly corner of the herein described parcel;

4.) THENCE, North 42°48'09" East, (called North 44°24'00" East, 551.77 feet) along said approximate survey line of said George W. Cartwright Survey, a distance of 558.64 feet to a point for corner, being the westerly corner of aforementioned called 3.0 acre tract, being the northerly corner of said called 6.7965 acre tract and being the northwesterly corner of the herein described parcel;

5.) THENCE, South 46°54'10" East along aforementioned common line between said called 6.7965 acre tract and said called 3.0 acre tract, passing at a distance of 29.23 feet a found 1/2 -inch iron rod on the occupied existing southeasterly right of way line of Katy-Flewellen Road, in all, a total distance of 59.19 feet to the POINT OF BEGINNING and containing an area of 0.8616 acre (37,530 square feet) of land.

This property description was prepared in conjunction with a parcel plat of the same date.

Abstracting was completed in August 2008.

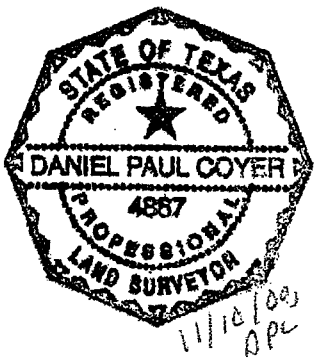
Ground Surveying was completed in September 2008.

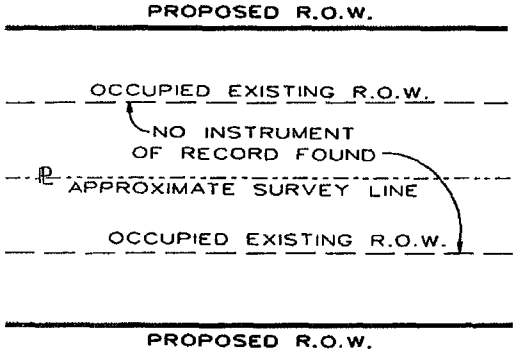
The Point of Beginning has coordinates of: X=2,977,188.52 and Y=13,841,377.33.

All bearings and coordinates are based on the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983, 1993 adjustment. All distances and coordinates shown are surface and may be converted to grid by multiplying by a combined adjustment factor of 0.999888968.

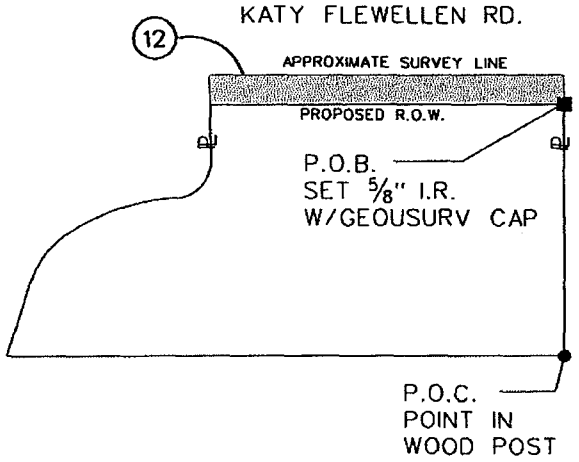
Daniel Paul Coyer

Daniel Paul Coyer, R.P.L.S
Registered Professional Land Surveyor No. 4867
GeoSurv, Inc. (TSC Surveying Company)
3300 S. Gessner Road, Suite 120
Houston, Texas 77063





PROOF OF R.O.W. DETAIL
N.T.S.



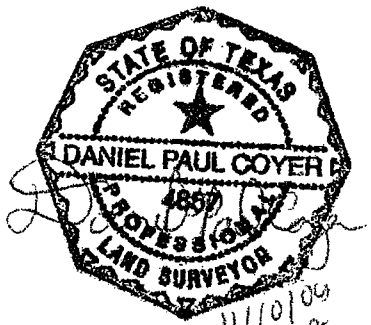
PARENT TRACT INSET
PARCEL 12
N.T.S.

LEGEND

- ■ SET 5/8" I.R. W/GEOSURV CAP
- ● FOUND PROPERTY CORNER UNLESS OTHERWISE NOTED
- ○ POINT
- ℄ PROPERTY LINE

NOTES:
1. ALL BEARINGS AND SURFACE COORDINATES ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983(NAD 83), TEXAS SOUTH CENTRAL ZONE 4204, EPOCH DATE 2001.00. THE HORIZONTAL CONTROL WAS ESTABLISHED UTILIZING GPS STATIC METHODS WITH THE GPS VECTORS BEING PROCESSED TO NGS CORS INFORMATION.

2. ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 0.999888968.



TAKING

AREA WITHIN OCCUPIED R.O.W.	=	0.3564 AC. 15,525 S.F.
AREA OUTSIDE OCCUPIED R.O.W.	=	0.5052 AC. 22,005 S.F.
TOTAL AREA	=	0.8616 AC. 37,530 S.F.

EXISTING ACRES	TAKING ACRES/ S.F.	REMAINDER ACRES
6.7965	0.8616 37,530	5.9349

PARCEL 12
PAGE 3 OF 5

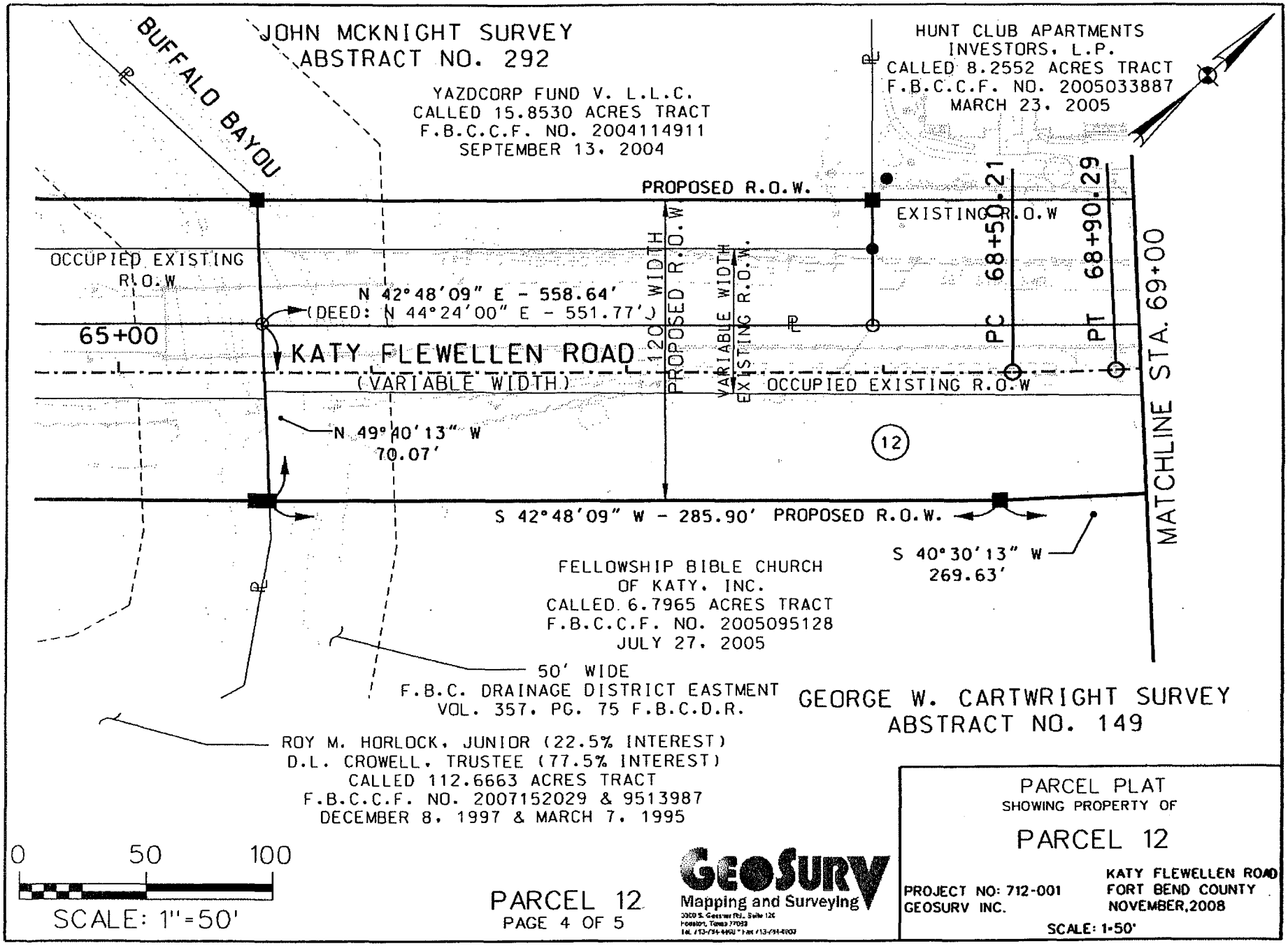
GeoSurv
Mapping and Surveying
3320 S. Gessner Rd., Suite 120
Houston, Texas 77063
Tel. 713-784-4466 Fax 713-784-4500

PARCEL PLAT
SHOWING PROPERTY OF
PARCEL 12

PROJECT NO: 712-001
GEOSURV INC.

KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER,2008

SCALE: 1"=50'



PARCEL 12
PAGE 4 OF 5

GeoSurv
Mapping and Surveying

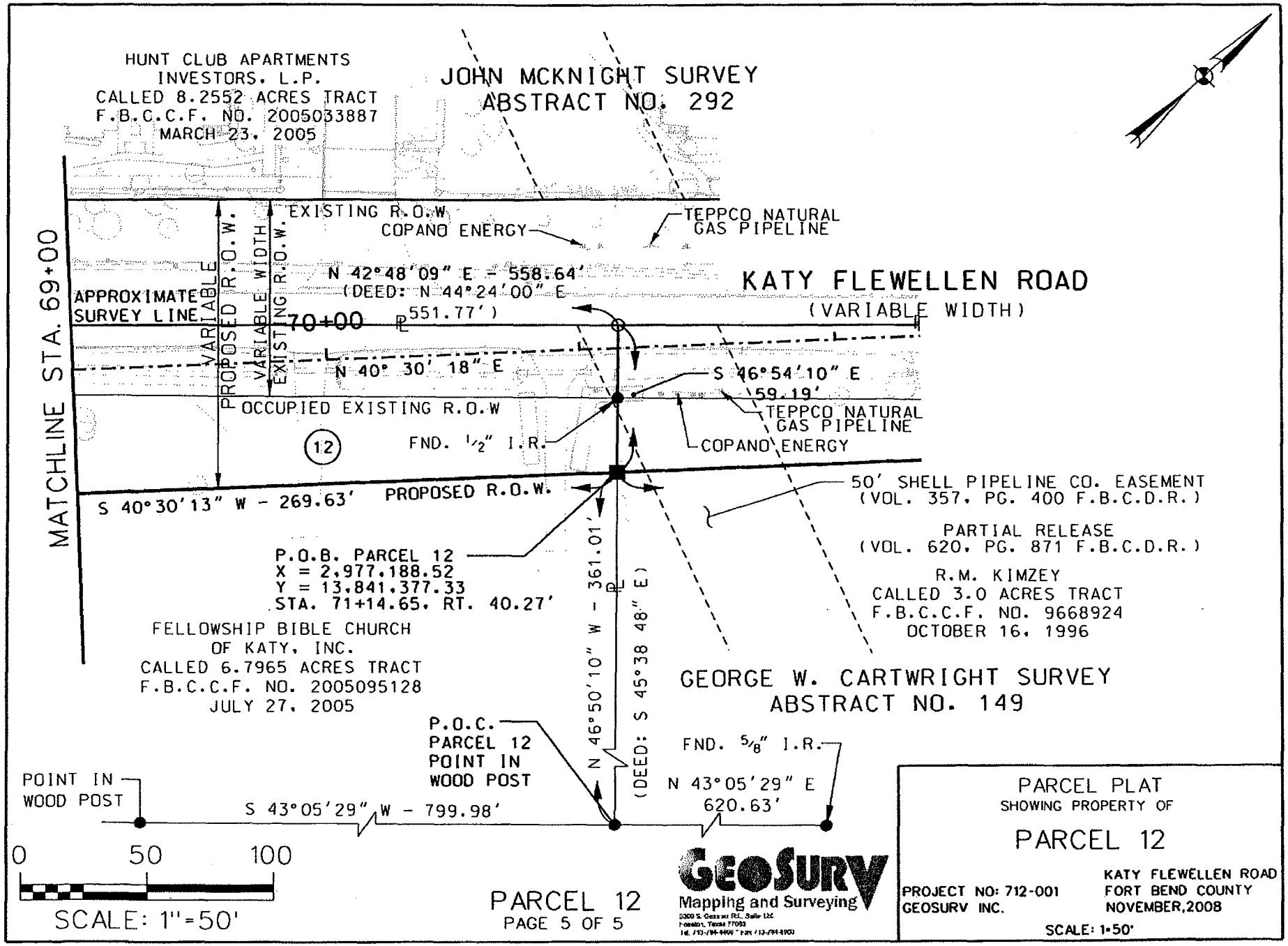
PARCEL PLAT
SHOWING PROPERTY OF

PARCEL 12

PROJECT NO: 712-001
GEOSURV INC.

KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER,2008

SCALE: 1"=50'



PARCEL 12
PAGE 5 OF 5

GEOSURV
Mapping and Surveying
5300 S. Gessner Rd., Suite 126
Houston, Texas 77063
Tel. 713-784-8466 * Fax 713-784-8900

PARCEL PLAT
SHOWING PROPERTY OF

PARCEL 12

KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER,2008

PROJECT NO: 712-001
GEOSURV INC.

SCALE: 1"=50'

EXHIBIT _____

County: **Fort Bend**
Road: **Katy-Flewellen**
Project Limits: **Katy-Gaston to Greenbusch**

PROPERTY DESCRIPTION OF PARCEL 12A

Being a 0.6133 of one acre (26,717 square feet) parcel of land situated in the George W. Cartwright Survey, Abstract 149 in Fort Bend County, Texas, being out of a called 6.7965 acre tract of land conveyed to Fellowship Bible Church of Katy, Inc. by deed filed under Clerk's File Number 2005095128 of the Official Public Records of Real Property of Fort Bend County, Texas, dated July 27, 2005, being part of a 50-foot wide Fort Bend County Drainage District Easement as described by deed recorded in Volume 356, Page 368 of the Deed Records of Fort Bend County, Texas, said 0.8616 of one acre parcel being more particularly described by metes and bounds as follows:

COMMENCING from a point in wood post for the easterly corner of said called 6.7965 acre tract and being the southerly corner of a called 3.0 acre tract of land described by deed filed under Clerk's File Number 9966924 of the Official Public Records of Fort Bend County, Texas, dated October 16, 1996, from which a point in wood post called for passing call in deed for said Church Tract bears South 43°05'29" West, 799.98 feet and from which a found 5/8-inch iron rod bears North 43°05'29" East, 620.63 feet;

THENCE, North 46°50'10" West (called South 45°38'48" East) along the common line between said called 6.7965 acre tract and said called 3.0 acre tract, a distance of 361.01 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for corner, being on the proposed southeasterly right of way line of Katy-Flewellen Road (variable width) ;

THENCE, South 40°30'13" West along said proposed southeasterly right of way line of Katy-Flewellen Road, a distance of 269.63 feet to a 5/8-inch iron rod with GeoSurv plastic cap;

THENCE, South 42°48'09" West along said proposed southeasterly right of way line of Katy-Flewellen Road, a distance of 151.30 feet to a 5/8-inch iron rod with GeoSurv plastic cap for the northeasterly corner and POINT OF BEGINNING of the herein described parcel;

1.) THENCE, in a southerly direction along a non-tangent curve to the right, having a radius of 210.00 feet, a delta angle of 62° 09' 08", an arc length of 227.80 feet, and a chord bearing and distance of South 04°50'28" East, 216.79 feet to a 5/8-inch iron rod with GeoSurv plastic cap marking the point of tangency of said curve and being an interior corner of the herein described parcel;

EXHIBIT _____

2.) THENCE, South 26°14'06" West, a distance of 124.27 feet to a 5/8-inch iron rod with GeoSurv plastic cap set the southeasterly corner of the herein described parcel;

3.) THENCE, North 87°07'25" West, a distance of 70.00 feet to a point for corner, being in the center of Buffalo Bayou, being on the northerly line of a called 112.663 acre tract of land as described by deed filed under Clerk's File Numbers 2007152029 of the Official Public Records of Real Property of Fort Bend County, Texas, dated December 8, 1997, and by deed filed under Clerk's File Number 9513987 of the Official Public Records of Real Property of Fort Bend County, Texas, dated March 7, 1995 and being the southwesterly corner of the herein described parcel;

4.) THENCE, North 02°52'35" East along said center of Buffalo Bayou, same being along said northerly line of said called 112.663 acre tract, a distance of 39.27 feet to a point for an interior corner of the herein described parcel;

5.) THENCE, North 33°22'14" East along said center of Buffalo Bayou, same being along said northerly line of said called 112.663 acre tract, a distance of 87.52 feet, to a point for an interior corner of the herein described parcel;

6.) THENCE, North 13°14'29" East along said center of Buffalo Bayou, same being along said northerly line of said called 112.663 acre tract, a distance of 56.79 feet to a point for an interior corner of the herein described parcel;

7.) THENCE, North 37°17'47" West along said center of Buffalo Bayou, same being along said northerly line of said called 112.663 acre tract, a distance of 59.99 feet to a point for an interior corner of the herein described parcel;

8.) THENCE, North 49°40'13" West along said center of Buffalo Bayou, same being along said northerly line of said called 112.663 acre tract, a distance of 15.31 feet to a point for corner, being on aforementioned proposed southeasterly right of way line of Katy- Flewellen Road and being the southwesterly corner of the herein described parcel;

9.) THENCE, North 42°48'09" East along said proposed southeasterly right of way line of Katy -Flewellen Road , a distance of 134.60 feet to the POINT OF BEGINNING and containing an area of 0.6133 of one acre (26,717 square feet) of land.

EXHIBIT _____

This property description was prepared in conjunction with a parcel plat of the same date.

Abstracting was completed in August 2008.

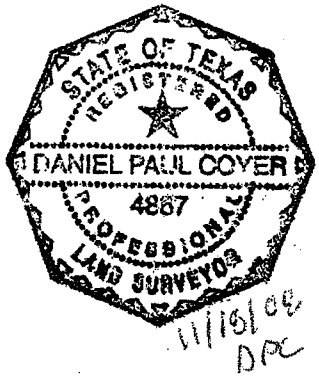
Ground Surveying was completed in September 2008.

The Point of Beginning has coordinates of: X=2,976,910.60 and Y=13,841,061.31.

All bearings and coordinates are based on the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983, 1993 adjustment. All distances and coordinates shown are surface and may be converted to grid by multiplying by a combined adjustment factor of 0.999888968.

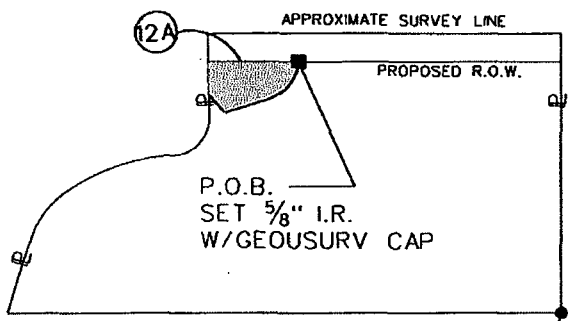
Daniel Paul Coyer

Daniel Paul Coyer, R.P.L.S.
Registered Professional Land Surveyor No. 4867
GeoSurv, Inc. (TSC Surveying Company)
3300 S. Gessner Road, Suite 120
Houston, Texas 77063



11/15/08
DPC

KATY FLEWELLEN RD.



PARENT TRACT INSET
PARCEL 12A
N.T.S.

LEGEND

- ■ SET 5/8" I.R. W/GEOSURV CAP
- ● FOUND PROPERTY CORNER UNLESS OTHERWISE NOTED
- ○ POINT
- ℄ PROPERTY LINE

NOTES:
1. ALL BEARINGS AND SURFACE COORDINATES ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983(NAD 83), TEXAS SOUTH CENTRAL ZONE 4204, EPOCH DATE 2001.00. THE HORIZONTAL CONTROL WAS ESTABLISHED UTILIZING GPS STATIC METHODS WITH THE GPS VECTORS BEING PROCESSED TO NGS CORS INFORMATION.

2. ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 0.999888968.

STATE OF TEXAS
REGISTERED
DANIEL PAUL COVER
4887
PROFESSIONAL
LAND SURVEYOR

11/19/08

TAKING

AREA WITHIN EXISTING D.E.	-	0.3238 AC. 14,104 S.F.
AREA OUTSIDE OCCUPIED R.O.W.	-	0.2895 AC. 12,613 S.F.
TOTAL AREA	-	0.6133 AC. 26,717 S.F.

REMAINDER PARCEL 12	TAKING ACRES/ S.F.	REMAINDER ACRES
5.9349	0.6133 26,717	5.3216

PARCEL 12A
PAGE 4 OF 6

GeoSurv
Mapping and Surveying
5300 S. Gessner Rd., Suite 120
Houston, Texas 77063
Tel. 713-784-4496 * Fax 713-784-4500

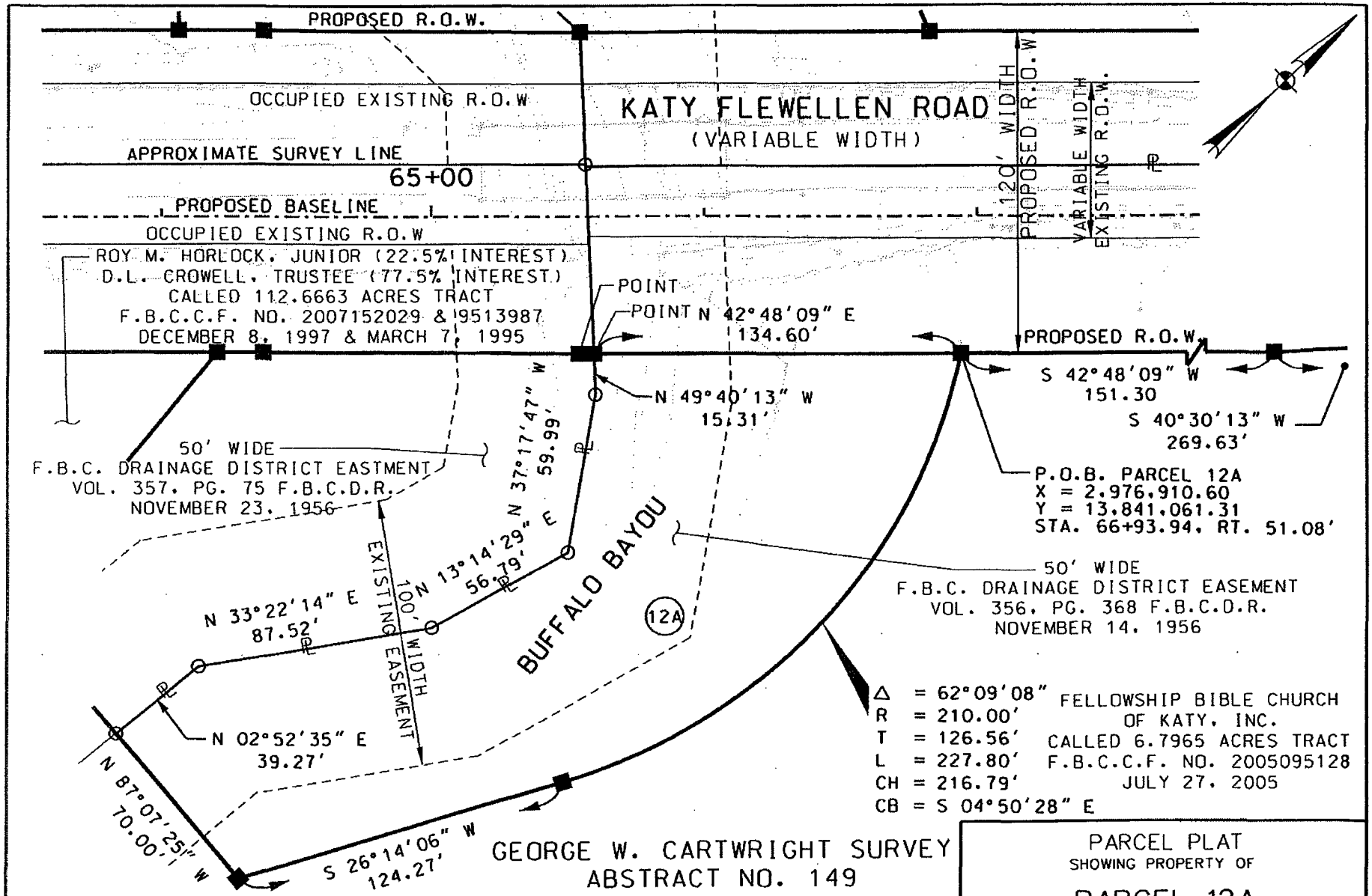
PARCEL PLAT
SHOWING PROPERTY OF

PARCEL 12A

PROJECT NO: 712-001
GEOSURV INC.

KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER,2008

SCALE: 1-50'



GEORGE W. CARTWRIGHT SURVEY
ABSTRACT NO. 149

PARCEL 12A
PAGE 5 OF 6

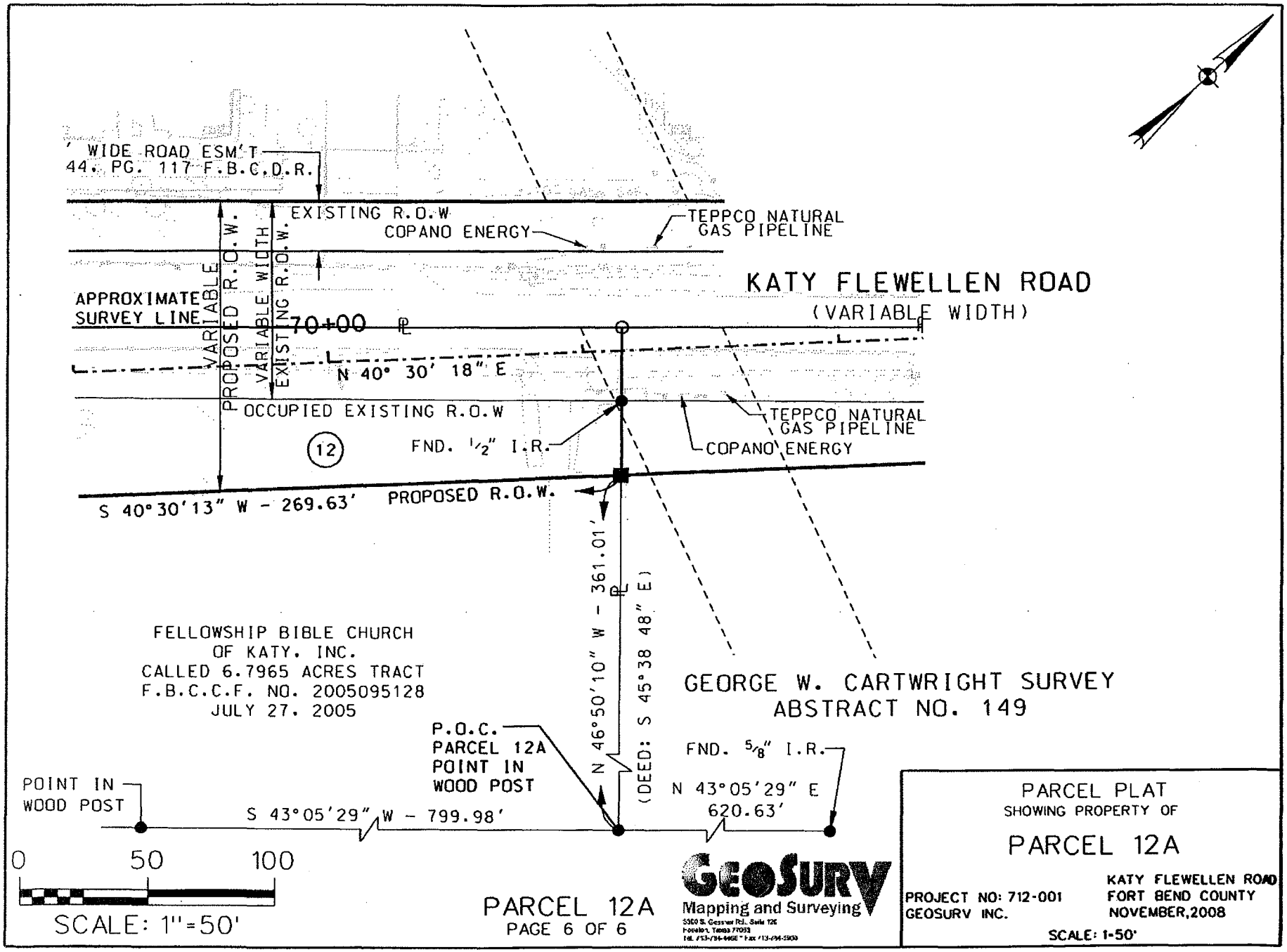
GeoSurv
Mapping and Surveying

PARCEL PLAT
SHOWING PROPERTY OF
PARCEL 12A

PROJECT NO: 712-001
GEOSURV INC.

KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER,2008

SCALE: 1"=50'



PARCEL 12A
PAGE 6 OF 6

GeoSurv
Mapping and Surveying
5350 S. Gessner Rd., Suite 126
Houston, Texas 77063
Tel. 713-784-6466 * Fax 713-784-5909

PARCEL PLAT
SHOWING PROPERTY OF

PARCEL 12A

PROJECT NO: 712-001
GEOSURV INC.

KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER,2008

SCALE: 1-50'

EXHIBIT _____

County: **Fort Bend**
Road: **Katy-Flewellen**
Project Limits: **Katy-Gaston to Greenbusch**

PROPERTY DESCRIPTION OF PARCEL 13

Being a 0.3802 of one acre (16,562 square feet) parcel of land situated in the George W. Cartwright Survey, Abstract 149 in Fort Bend County, Texas, being out of a called 3.0 acre tract of land conveyed to R.M. Kimzey as described by deed filed under Clerk's File Number 9668924 of the Official Public Records of Real Property of Fort Bend County, Texas, dated October 16, 1996, said 0.3802 of one acre parcel being more particularly described by metes and bounds as follows:

COMMENCING from a found 3/4-inch iron rod for the easterly corner for said called 3.0 acre tract and being the southerly corner of a called 3.0093 acre tract described by deed filed under Clerk's File Number 8901444 of the Official Public Records of Fort Bend County, Texas, dated December 7, 1988;

THENCE, North 46°55'53" West (called South 44°24' East) along the common line between said called 3.0 acre tract and said called 3.0093 acre tract, a distance of 371.76 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for corner, being on the proposed southeasterly right of way line of Katy-Flewellen Road (variable width, 100-foot at this point) and being the northeasterly and POINT OF BEGINNING of the herein described parcel;

1.) THENCE, South 42°48'09" West along said proposed southeasterly right of way line of Katy-Flewellen Road, a distance of 81.51 feet, along the proposed right-of-way to a 5/8-inch iron rod with GeoSurv plastic cap set for an interior corner of the herein described parcel;

2.) THENCE, South 40°30'13" West along said proposed southeasterly right of way line of Katy-Flewellen Road, a distance of 228.97 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for corner, being on the northeasterly line of a called 6.7965 acre tract of land as described by deed filed under Clerk's File Numbers 2005095128 of the Official Public Records of Real Property of Fort Bend County, Texas, dated July 27, 2005, being on the southwesterly line of said called 3.0 acre tract and being the southeasterly corner of the herein described parcel;

EXHIBIT _____

3.) THENCE, North 46°54'10" West (called North 45°38'48" East) along the adjoining line between said called 3.0 acre tract and said called 6.7965 acre tract, in passing at 29.96 feet a found 1/2-inch iron rod on the occupied existing southeasterly right of way line of Katy-Flewellen Road, in all, a total distance of 59.19 feet to a point for corner, being on the approximate survey line of aforementioned George W. Cartwright Survey located within the occupied right-of-way of said Katy-Flewellen Road (no instrument of record was found), being the northerly corner of said called 6.7965 acre tract, being the westerly corner of said called 3.0 acre tract and being the northwesterly corner of the herein described parcel;

4.) THENCE, North 42°48'09" East (called North 44°24'00" East) along said approximate survey line of said George W. Cartwright Survey, a distance of 310.22 feet to a point for corner, being the westerly corner of aforementioned called 3.0093 acre tract, being the northerly corner of said called 3.0 acre tract and being the northwesterly corner of the herein described parcel

5.) THENCE, South 46°55'53" East (called South 44°24' East) along aforementioned common line between said called 3.0 acre tract and said called 3.0093 acre tract, passing at 30.79 feet a found 1/2-inch iron rod on aforementioned occupied existing southeasterly right of way line of Katy-Flewellen Road, in all, a total distance of 50.00 feet, to the POINT OF BEGINNING and containing an area of 0.3802 acre (16,562 square feet) of land.

This property description was prepared in conjunction with a parcel plat of the same date.

Abstracting was completed in August 2008.

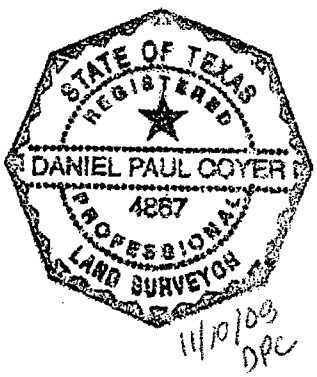
Ground Surveying was completed in September 2008.

The Point of Beginning has coordinates of: X=2,977,392.62 and Y=13,841,611.24.

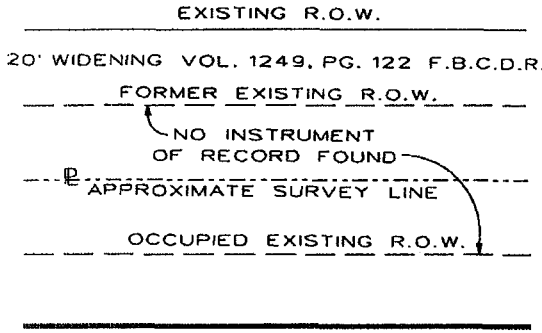
All bearings and coordinates are based on the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983, 1993 adjustment. All distances and coordinates shown are surface and may be converted to grid by multiplying by a combined adjustment factor of 0.999888968.

Daniel Paul Coyer

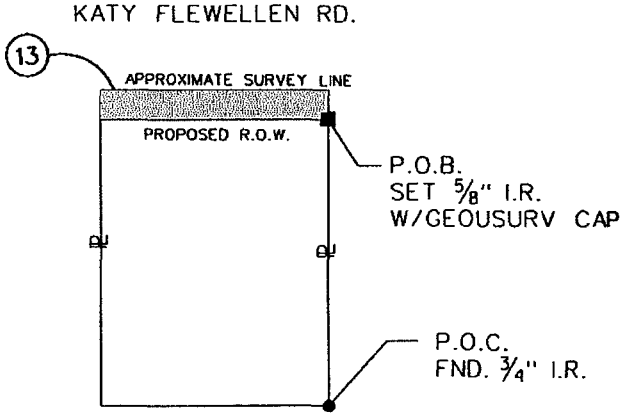
Daniel Paul Coyer, R.P.L.S.
Registered Professional Land Surveyor No. 4867
GeoSurv, Inc. (TSC Surveying Company)
3300 S. Gessner Road, Suite 120
Houston, Texas 77063



11/10/08
DPC



PROOF OF R.O.W. DETAIL
N.T.S.



PARENT TRACT INSET
PARCEL 13
N.T.S.

LEGEND

- ■ SET 5/8" I.R. W/GEOSURV CAP
- ● FOUND PROPERTY CORNER UNLESS OTHERWISE NOTED
- ○ POINT
- ℄ PROPERTY LINE

NOTES:
1. ALL BEARINGS AND SURFACE COORDINATES ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983(NAD 83), TEXAS SOUTH CENTRAL ZONE 4204, EPOCH DATE 2001.00. THE HORIZONTAL CONTROL WAS ESTABLISHED UTILIZING GPS STATIC METHODS WITH THE GPS VECTORS BEING PROCESSED TO NGS CORS INFORMATION.

2. ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 0.999888968.

STATE OF TEXAS
REGISTERED
DANIEL PAUL COYER
4887
PROFESSIONAL
LAND SURVEYOR

11/10/08
DPC

TAKING

AREA WITHIN OCCUPIED R.O.W.	-	0.2137 AC. 9,310 S.F.
AREA OUTSIDE OCCUPIED R.O.W.	-	0.1665 AC. 7,252 S.F.
TOTAL AREA	-	0.3802 AC. 16,562 S.F.

EXISTING ACRES	TAKING ACRES/ S.F.	REMAINDER ACRES
3.0	0.3802 16,562	2.6198

PARCEL 13
PAGE 3 OF 4

GEOSURV
Mapping and Surveying
3300 S. Gessner Rd., Suite 120
Houston, Texas 77063
Tel. 713-789-4406 * Fax 713-789-0900

PARCEL PLAT
SHOWING PROPERTY OF

PARCEL 13

PROJECT NO: 712-001
GEOSURV INC.

KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER,2008

SCALE: 1"=50'

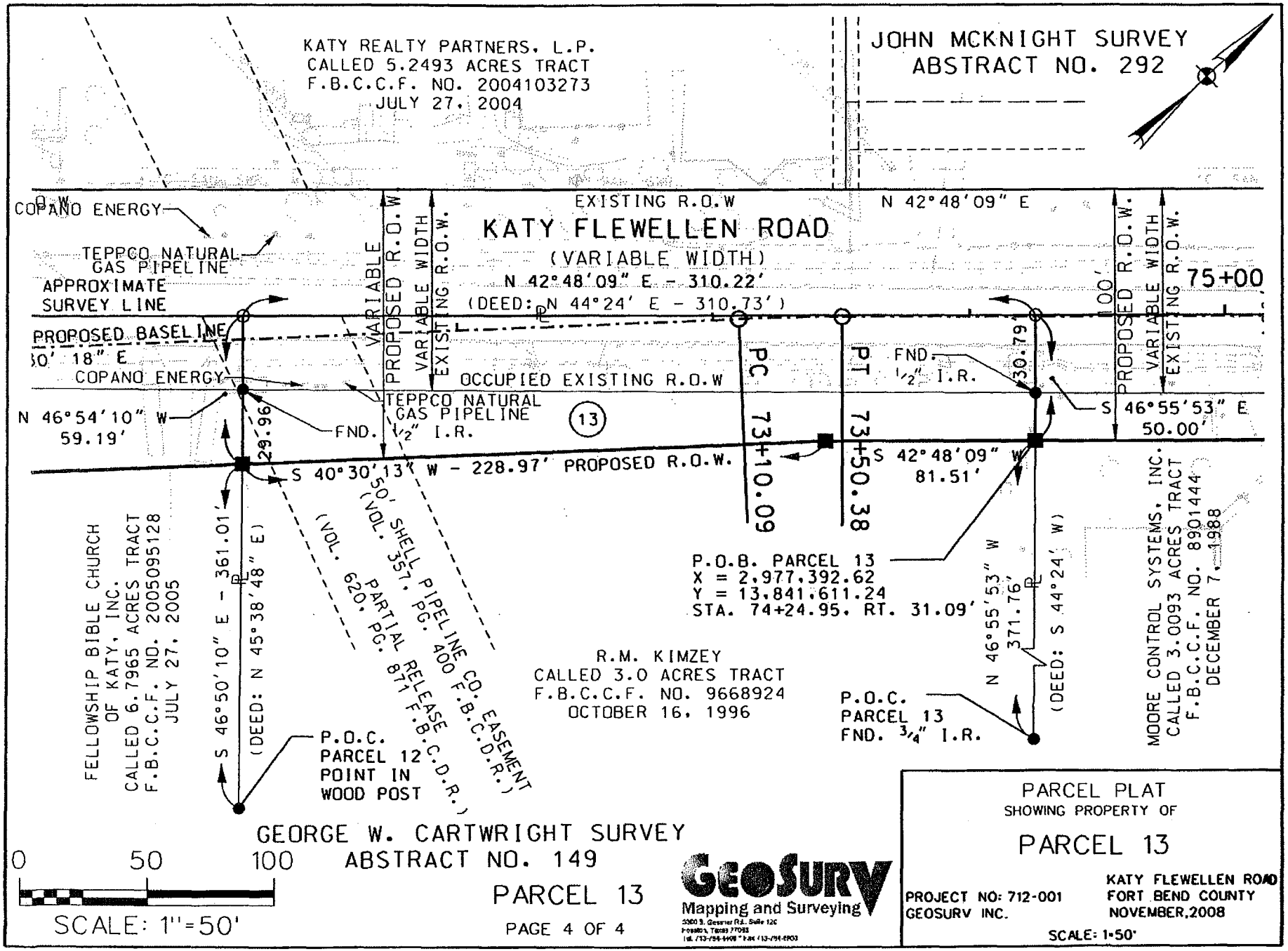

KATY REALTY PARTNERS. L.P.
CALLED 5.2493 ACRES TRACT
F.B.C.C.F. NO. 2004103273
JULY 27. 2004
JOHN MCKNIGHT SURVEY
ABSTRACT NO. 292
EXISTING R.O.W
KATY FLEWELLEN ROAD
(VARIABLE WIDTH)
N 42°48'09" E - 310.22'
(DEED: N 44°24' E - 310.73')
N 42°48'09" E
COPANO ENERGY
TEPPCO NATURAL GAS PIPELINE
APPROXIMATE SURVEY LINE
PROPOSED BASELINE
PROPOSED R.O.W.
VARIABLE WIDTH
EXISTING R.O.W.
75+00
PC
PT
73+10.09
73+50.38
OCCUPIED EXISTING R.O.W
FND. 1/2" I.R.
30.79'
S 46°55'53" E
50.00'
N 46°54'10" W
59.19'
FND. 1/2" I.R.
(13)
29.96'
S 40°30'13" W - 228.97' PROPOSED R.O.W.
S 42°48'09" W
81.51'
50' SHELL PIPELINE CO. EASEMENT
(VOL. 357, PG. 400 F.B.C.D.R.)
PARTIAL RELEASE
(VOL. 620, PG. 871 F.B.C.D.R.)
P.O.B. PARCEL 13
X = 2,977,392.62
Y = 13,841,611.24
STA. 74+24.95. RT. 31.09'
N 46°55'53" W
371.76'
(DEED: S 44°24' W)
P.O.C.
PARCEL 13
FND. 3/4" I.R.
FELLOWSHIP BIBLE CHURCH
OF KATY, INC.
CALLED 6.7965 ACRES TRACT
F.B.C.C.F. NO. 2005095128
JULY 27. 2005
S 46°50'10" E - 361.01'
(DEED: N 45°38'48" E)
P.O.C.
PARCEL 12
POINT IN
WOOD POST
R.M. KIMZEY
CALLED 3.0 ACRES TRACT
F.B.C.C.F. NO. 9668924
OCTOBER 16. 1996
MOORE CONTROL SYSTEMS, INC.
CALLED 3.0093 ACRES TRACT
F.B.C.C.F. NO. 8901444
DECEMBER 7. 1988
GEORGE W. CARTWRIGHT SURVEY
ABSTRACT NO. 149
0 50 100
SCALE: 1"=50'
PARCEL 13
PAGE 4 OF 4
GeoSurv
Mapping and Surveying
PARCEL PLAT
SHOWING PROPERTY OF
PARCEL 13
PROJECT NO: 712-001
GEOSURV INC.
KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER,2008
SCALE: 1"=50'

EXHIBIT _____

County: **Fort Bend**
Road: **Katy-Flewellen**
Project Limits: **Katy-Gaston to Greenbusch**

PROPERTY DESCRIPTION OF PARCEL 14

Being a 0.3553 of one acre (15,475 square feet) parcel of land situated in the George W. Cartwright Survey, Abstract 149 in Fort Bend County, Texas, being out of a called 3.0093 acre tract of land conveyed to the Moore Control Systems, Inc. by deed filed under Clerk's File Number 8901444 of the Official Public Records of Real Property of Fort Bend County, Texas, dated December 7, 1988, said 0.3553 of one acre parcel being more particularly described by metes and bounds as follows:

COMMENCING from a 5/8-inch iron rod found for the easterly corner of said called 3.0093 acre tract, being the former southerly corner of the a called 3.0 acre tract of land as described by deed filed under Clerk's File Number 9118910 of the Official Public Records of Real Property of Fort Bend County, Texas, dated April 1, 1991;

THENCE, North 47°01'57" West (called: South 45°21'16" East) along said northeasterly line of said called 3.0093 acre tract, same being along the southwesterly line of said called 3.0 acre tract, a distance of 373.32 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for corner, being on the proposed southeasterly right-of-way line of Katy-Flewellen Road (100-foot width) and being the northeasterly corner and POINT OF BEGINNING of the herein described parcel;

1.) THENCE, South 42°48'09" West along said proposed southeasterly right-of-way line of said Katy-Flewellen Road, a distance of 309.54 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for corner, being on the northeasterly line of a called 3.0 acre tract of land as described by deed filed under Clerk's File Number 9668924 of the Official Public Records of Real Property of Fort Bend County, Texas, dated October 16, 1996, being on the southwesterly line said called 3.0093 acre tract and being the southeasterly corner of the herein described parcel;

2.) THENCE, North 46°55'53" West (called: North 44°24' East) along the common line between said called 3.0 acre tract and called 3.0093 acre tract, passing at a distance of 30.79 feet a found 1/2-inch iron rod on the occupied existing southeasterly right of way line of Katy-Flewellen Road, in all, a total distance of 50.00 feet to a point for corner, being on the approximate survey line of aforementioned George W. Cartwright Survey located within the occupied right of way of said Katy-Flewellen Road (no instrument of record was found), being the northerly corner of said called 3.0 acre tract, being the westerly corner of said called 3.0093 acre tract and being the southwesterly corner of the herein described parcel, from which a found 3/4-inch iron rod bears South 46°55'53" East, 371.76 feet;

EXHIBIT _____

3.) THENCE, North 42°48'09" East (called: North 44°24' East, 310.40 feet), along said approximate survey line of aforementioned George W. Cartwright, a distance of 309.45 to a point for corner, being the westerly corner of aforementioned called 3.0 acre tract, being the northerly corner of said called 3.0093 acre tract and being the northwesterly corner of the herein described parcel;

4.) THENCE, South 47°01'57" East (called: South 47°21'16" East) along the common line between said called 3.0 acre tract and called 3.0093 acre tract, , passing at a distance of 32.35 feet a found 5/8-inch iron rod on aforementioned occupied existing southeasterly right of way line of Katy-Flewellen Road, in all, a total distance of 50.00 feet to the POINT OF BEGINNING and containing an area of 0.3553 of one acre (15,475 square feet) of land.

This property description was prepared in conjunction with a parcel plat of the same date.

Abstracting was completed in August 2008.

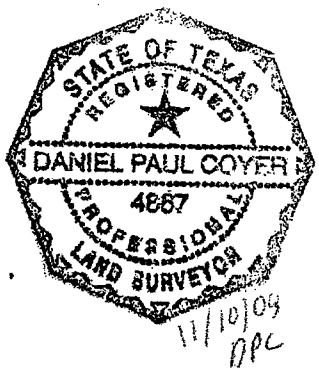
Ground Surveying was completed in September 2008.

The Point of Beginning has coordinates of: X=2,977,602.95 and Y=13,841,838.35.

All bearings and coordinates are based on the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983, 1993 adjustment. All distances and coordinates shown are surface and may be converted to grid by multiplying by a combined adjustment factor of 0.999888968.

Daniel Paul Coyer

Daniel Paul Coyer, R.P.L.S
Registered Professional Land Surveyor No. 4867
GeoSurv, Inc. (TSC Surveying Company)
3300 S. Gessner Road, Suite 120
Houston, Texas 77063



11/10/09
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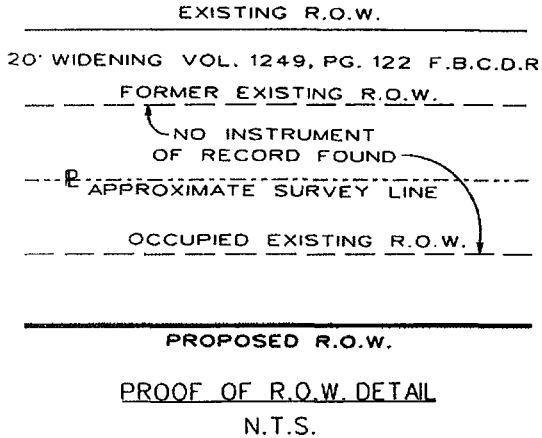
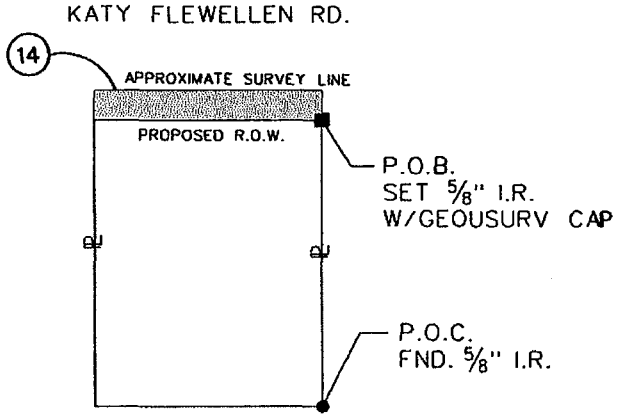


PROOF OF R.O.W. DETAIL
N.T.S.



PARENT TRACT INSET
PARCEL 14
N.T.S.

LEGEND

- ■ SET 5/8" I.R. W/GEOSURV CAP
- ● FOUND PROPERTY CORNER UNLESS OTHERWISE NOTED
- ○ POINT
- ℄ PROPERTY LINE

NOTES:
1. ALL BEARINGS AND SURFACE COORDINATES ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983(NAD 83), TEXAS SOUTH CENTRAL ZONE 4204, EPOCH DATE 2001.00. THE HORIZONTAL CONTROL WAS ESTABLISHED UTILIZING GPS STATIC METHODS WITH THE GPS VECTORS BEING PROCESSED TO NGS CORS INFORMATION.

2. ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 0.999888968.

TAKING

AREA WITHIN OCCUPIED R.O.W.	=	0.2244 AC. 9,771 S.F.
AREA OUTSIDE OCCUPIED R.O.W.	=	0.1309 AC. 5,704 S.F.
TOTAL AREA	=	0.3553 AC. 15,475 S.F.

EXISTING ACRES	TAKING ACRES/ S.F.	REMAINDER ACRES
3.0093	0.3553 15,475	2.6540

STATE OF TEXAS
REGISTERED
DANIEL PAUL COYER
4867
PROFESSIONAL
LAND SURVEYOR
11/10/08

GEOSURV
Mapping and Surveying
5300 S. Gessner Rd., Suite 125
Houston, Texas 77036
tel. 713-796-4488 * fax 713-796-8900

PARCEL 14
PAGE 3 OF 4

PARCEL PLAT
SHOWING PROPERTY OF
PARCEL 14

PROJECT NO: 712-001
GEOSURV INC.

KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER,2008

SCALE: 1"=50'

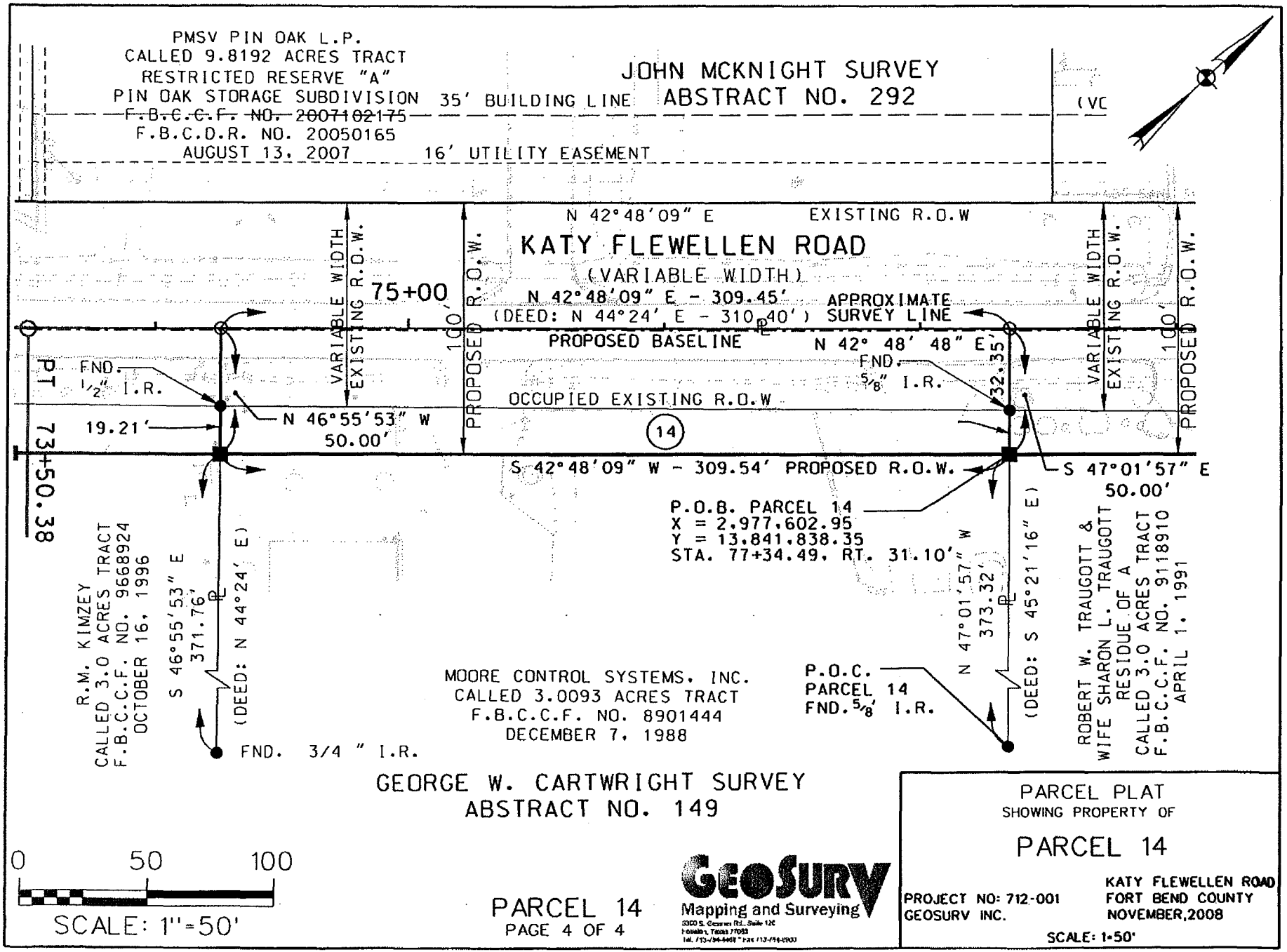

PMSV PIN OAK L.P.
CALLED 9.8192 ACRES TRACT
RESTRICTED RESERVE "A"
PIN OAK STORAGE SUBDIVISION
F.B.C.C.F. NO. 20071102175
F.B.C.D.R. NO. 20050165
AUGUST 13, 2007
JOHN MCKNIGHT SURVEY
ABSTRACT NO. 292
35' BUILDING LINE
16' UTILITY EASEMENT
N 42°48'09" E
EXISTING R.O.W
KATY FLEWELLEN ROAD
(VARIABLE WIDTH)
N 42°48'09" E - 309.45'
(DEED: N 44°24' E - 310.40')
APPROXIMATE SURVEY LINE
PROPOSED BASELINE
N 42° 48' 48" E
75+00
73+50.38
PT
FND. 1/2" I.R.
19.21'
N 46°55'53" W
50.00'
OCCUPIED EXISTING R.O.W
14
32.35'
FND. 5/8" I.R.
VARIABLE WIDTH EXISTING R.O.W.
100' PROPOSED R.O.W.
S 42°48'09" W - 309.54' PROPOSED R.O.W.
S 47°01'57" E
50.00'
P.O.B. PARCEL 14
X = 2,977,602.95
Y = 13,841,838.35
STA. 77+34.49, RT. 31.10'
P.O.C.
PARCEL 14
FND. 5/8" I.R.
N 47°01'57" W
373.32'
(DEED: S 45°21'16" E)
R.M. KIMZEY
CALLED 3.0 ACRES TRACT
F.B.C.C.F. NO. 9668924
OCTOBER 16, 1996
S 46°55'53" E
371.76'
(DEED: N 44°24' E)
FND. 3/4 " I.R.
MOORE CONTROL SYSTEMS, INC.
CALLED 3.0093 ACRES TRACT
F.B.C.C.F. NO. 8901444
DECEMBER 7, 1988
ROBERT W. TRAUGOTT & WIFE SHARON L. TRAUGOTT
RESIDUE OF A
CALLED 3.0 ACRES TRACT
F.B.C.C.F. NO. 9118910
APRIL 1, 1991
GEORGE W. CARTWRIGHT SURVEY
ABSTRACT NO. 149
0 50 100
SCALE: 1"=50'
PARCEL 14
PAGE 4 OF 4
GEOSURV
Mapping and Surveying
PARCEL PLAT
SHOWING PROPERTY OF
PARCEL 14
KATY FLEWELLEN ROAD
FORT BEND COUNTY
PROJECT NO: 712-001
GEOSURV INC.
NOVEMBER,2008
SCALE: 1"=50'

EXHIBIT _____

County: **Fort Bend**
Road: **Katy-Flewellen**
Project Limits: **Katy-Gaston to Greenbusch**

PROPERTY DESCRIPTION OF PARCEL 15

Being a 0.3809 of one acre (16,592 square feet) parcel of land situated in the George W. Cartwright Survey, Abstract 149 in Fort Bend County, Texas, being out of a residue of a called 3.0 acre tract conveyed to Robert W. Traugott and wife, Sharon L. Traugott as described by deed filed under Clerk's File Numbers 9118910 of the Official Public Records of Real Property of Fort Bend County, Texas, dated April 1, 1991, said 0.3809 acre of one acre parcel being more particularly described by metes and bounds as follows:

COMMENCING from a found 5/8-inch iron rod for the former southerly corner of said residue a called 3.0 acre tract and being the easterly corner of a called 3.0093 acre tract described by deed filed under Clerk's File Number 8901444 of the Official Public Records of Fort Bend County, Texas, dated December 7, 1988 ;

THENCE, North 47°01'57" West (called North 45°36'West) along the common line between said residue of a called 3.0 acre tract and said called 3.0093 acre tract, a distance of 373.32 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for corner, being on the proposed southeasterly right of way line of Katy-Flewellen Road (100-foot width) and being the southeasterly corner and POINT OF BEGINNING of the herein described parcel;

1.) THENCE, North 47°01'57" West(called North 45°36'West) along said common line between said residue of a called 3.0 acre tract and said called 3.0093 acre tract, in passing at a distance of 17.65 feet a found 5/8-inch iron rod on the occupied existing southeasterly right of way line of Katy-Flewellen Road, in all, a total distance of 50.00 feet to a point for corner, being on the approximate survey line of aforementioned George W. Cartwright Survey located within the occupied right of way of said Katy-Flewellen Road (no instrument of record was found),being the northerly corner of said called 3.0093 acre tract, being the westerly corner of said residue of a called 3.0 acre tract and being the southwesterly corner of the herein described parcel;

2.) THENCE, North 42°48'09" East, (called North 44°48'09" East-310.59 feet) along said survey line of said George W. Cartwright Survey, a distance of 310.59 feet to a rail road spike found for corner, being the marked northerly corner of said George W. Cartwright Survey, being the northerly corner of said residue of a called 3.0 acre tract and being the northwesterly corner of the herein described parcel;

EXHIBIT _____

3.) THENCE, South 46°56'20" East along the approximate survey line of said George W. Cartwright Survey located within the occupied right-of-way of said Green-Busch Road (no instrument of record was found), same being along the northeasterly line of said residue of a called 3.0 acre tract, a distance of 75.14 feet to a point for the northeasterly corner of the herein described parcel;

4.) THENCE, South 43°03'40" West, a distance of 30.00 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for corner, being on the occupied easterly line of said Green-Busch Road and being an interior corner of the herein described parcel, from which a found 5/8-inch iron rod bears South 46°56'20" East, 348.99 feet;

5.) THENCE, South 87°55'54" West along said proposed southeasterly right of way line of aforementioned Katy-Flewellen Road, a distance of 35.28 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for an interior corner of the herein described parcel;

6.) THENCE, South 42°48'09" West along the proposed right-of- way for Katy-Flewellen Road, a distance of 255.51 feet to the POINT OF BEGINNING and containing an area of 0.3809 of one acre (16,592 square feet) of land.

This property description was prepared in conjunction with a parcel plat of the same date.

Abstracting was completed in August 2008.

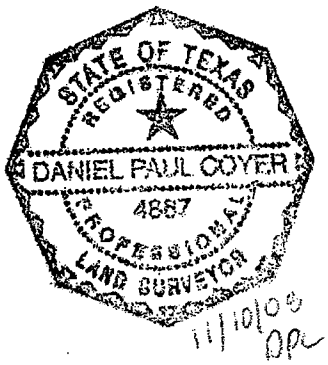
Ground Surveying was completed in September 2008.

The Point of Beginning has coordinates of: X=2,977,602.95 and Y=13,841,838.35.

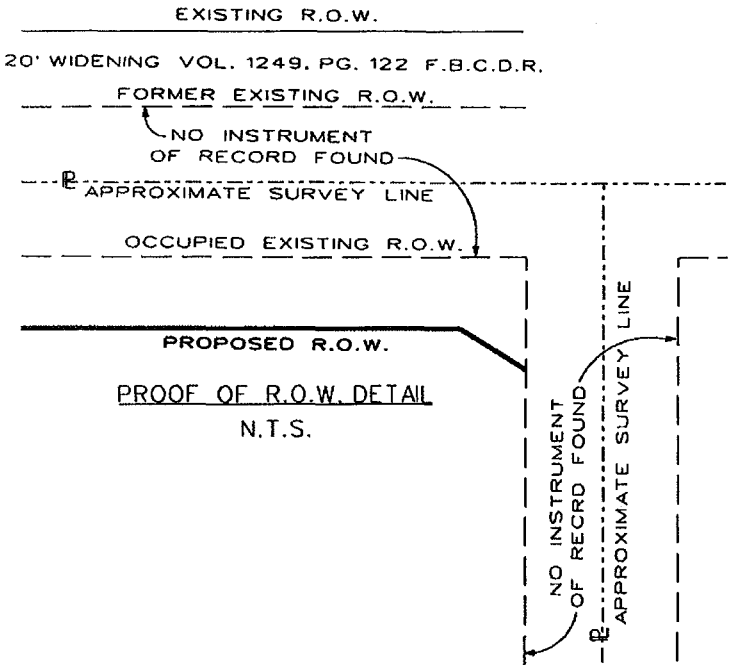
All bearings and coordinates are based on the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983, 1993 adjustment. All distances and coordinates shown are surface and may be converted to grid by multiplying by a combined adjustment factor of 0.999888968.

Daniel Paul Coyer

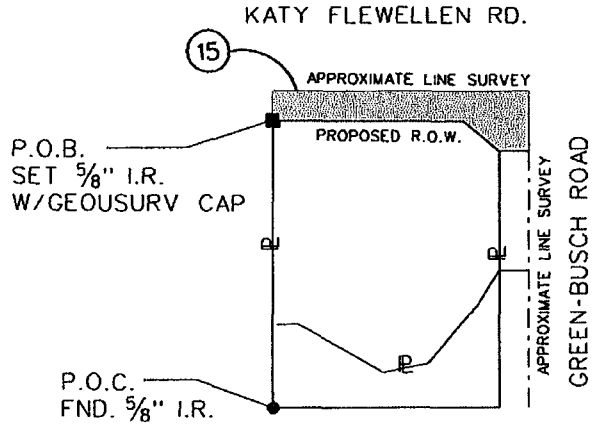
Daniel Paul Coyer, R.P.L.S
Registered Professional Land Surveyor No. 4867
GeoSurv, Inc. (TSC Surveying Company)
3300 S. Gessner Road, Suite 120
Houston, Texas 77063



11/10/08



PROOF OF R.O.W. DETAIL
N.T.S.



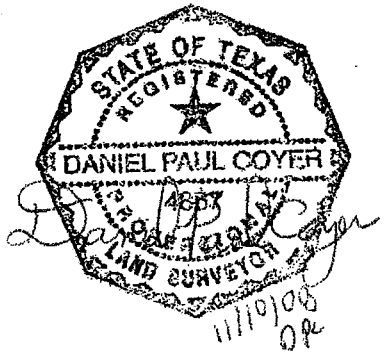
PARENT TRACT INSET
PARCEL 15
N.T.S.

LEGEND

- ■ SET 5/8" I.R. W/GEOSURV CAP
- ● FOUND PROPERTY CORNER UNLESS OTHERWISE NOTED
- ○ POINT
- ℄ PROPERTY LINE

NOTES:
1. ALL BEARINGS AND SURFACE COORDINATES ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983(NAD 83), TEXAS SOUTH CENTRAL ZONE 4204, EPOCH DATE 2001.00. THE HORIZONTAL CONTROL WAS ESTABLISHED UTILIZING GPS STATIC METHODS WITH THE GPS VECTORS BEING PROCESSED TO NGS CORS INFORMATION.

2. ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 0.999888968.



TAKING

AREA WITHIN OCCUPIED R.O.W.	=	0.2646 AC. 11,528 S.F.
AREA OUTSIDE OCCUPIED R.O.W.	=	0.1163 AC. 5,064 S.F.
TOTAL AREA	=	0.3809 AC. 16,592 S.F.

EXISTING ACRES	TAKING ACRES/ S.F.	REMAINDER ACRES
2.0335	0.3809 16,592	1.6526

PARCEL 15
PAGE 3 OF 4

GEOSURV
Mapping and Surveying

PARCEL PLAT
SHOWING PROPERTY OF
PARCEL 15

PROJECT NO: 712-001
GEOSURV INC.

KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER,2008

SCALE: 1"=50'

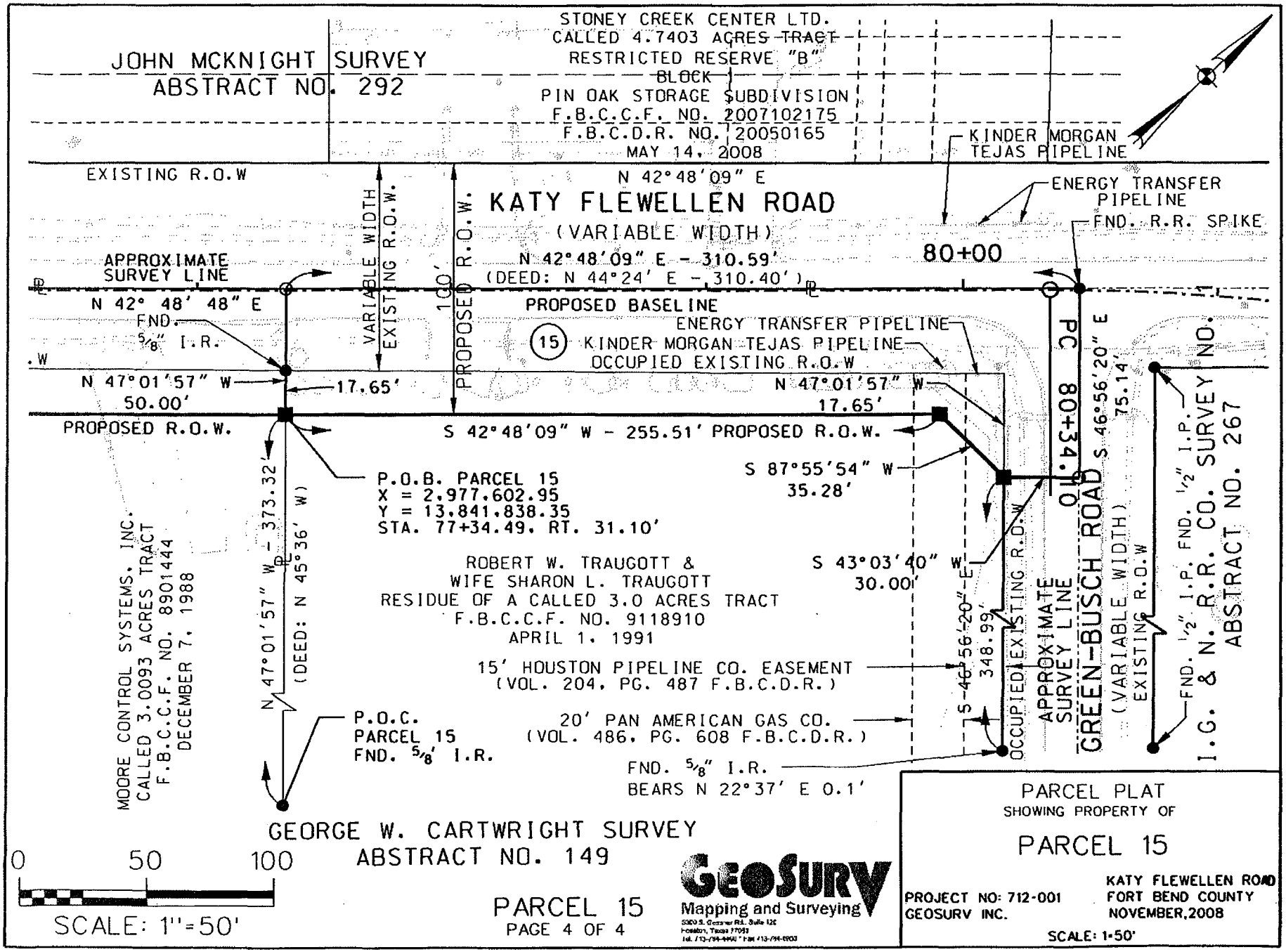

JOHN MCKNIGHT SURVEY
ABSTRACT NO. 292
STONEY CREEK CENTER LTD.
CALLED 4.7403 ACRES TRACT
RESTRICTED RESERVE "B"
BLOCK 1
PIN OAK STORAGE SUBDIVISION
F.B.C.C.F. NO. 2007102175
F.B.C.D.R. NO. 20050165
MAY 14, 2008
KINDER MORGAN TEJAS PIPELINE
EXISTING R.O.W
N 42°48'09" E
KATY FLEWELLEN ROAD
(VARIABLE WIDTH)
N 42°48'09" E - 310.59'
(DEED: N 44°24' E - 310.40')
ENERGY TRANSFER PIPELINE
FND. R.R. SPIKE
80+00
APPROXIMATE SURVEY LINE
N 42° 48' 48" E
FND. 5/8" I.R.
VARIABLE WIDTH EXISTING R.O.W.
100' PROPOSED R.O.W.
PROPOSED BASELINE
ENERGY TRANSFER PIPELINE
15
KINDER MORGAN TEJAS PIPELINE
OCCUPIED EXISTING R.O.W
N 47°01'57" W
50.00'
17.65'
PROPOSED R.O.W.
N 47°01'57" W
17.65'
S 42°48'09" W - 255.51' PROPOSED R.O.W.
P.O.B. PARCEL 15
X = 2,977,602.95
Y = 13,841,838.35
STA. 77+34.49, RT. 31.10'
S 87°55'54" W
35.28'
80+34.10 PC
S 46°56'20" E
75.14'
N 47°01'57" W - 373.32'
(DEED: N 45°36' W)
ROBERT W. TRAUGOTT &
WIFE SHARON L. TRAUGOTT
RESIDUE OF A CALLED 3.0 ACRES TRACT
F.B.C.C.F. NO. 9118910
APRIL 1, 1991
S 43°03'40" W
30.00'
15' HOUSTON PIPELINE CO. EASEMENT
(VOL. 204, PG. 487 F.B.C.D.R.)
S 46°56'20" E
348.99'
OCCUPIED EXISTING R.O.W
APPROXIMATE SURVEY LINE
GREEN-BUSCH ROAD
(VARIABLE WIDTH)
EXISTING R.O.W
FND. 1/2" I.P.
FND. 1/2" I.P.
I.G. & N. R.R. CO. SURVEY NO.
ABSTRACT NO. 267
MOORE CONTROL SYSTEMS, INC.
CALLED 3.0093 ACRES TRACT
F.B.C.C.F. NO. 8901444
DECEMBER 7, 1988
P.O.C.
PARCEL 15
FND. 5/8" I.R.
20' PAN AMERICAN GAS CO.
(VOL. 486, PG. 608 F.B.C.D.R.)
FND. 5/8" I.R.
BEARS N 22°37' E 0.1'
GEORGE W. CARTWRIGHT SURVEY
ABSTRACT NO. 149
0 50 100
SCALE: 1"=50'
PARCEL 15
PAGE 4 OF 4
GEOSURV
Mapping and Surveying
PARCEL PLAT
SHOWING PROPERTY OF
PARCEL 15
KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER, 2008
PROJECT NO: 712-001
GEOSURV INC.
SCALE: 1"=50'

EXHIBIT _____

County: **Fort Bend**
Road: **Katy-Flewellen**
Project Limits: **Katy-Gaston to Greenbusch**

PROPERTY DESCRIPTION OF PARCEL 16

Being a 0.2534 of one acre (11,040 square feet) parcel of land situated in the John McKnight Survey, Abstract 292 in Fort Bend County, Texas, being out of a called 8.2552 acre tract of land conveyed to Hunt Club Apartments Investors, L.P. by deed filed under Clerk's File Number 2005033887 of the Official Public Records of Real Property of Fort Bend County, Texas, dated March 23, 2005 and by deed filed under Clerk's File Number 2000015624 of the Official Public Records of Real Property of Fort Bend County, Texas, dated February 29, 2000, said 0.2534 of one acre parcel being more particularly described by metes and bounds as follows:

COMMENCING from a 5/8-inch iron pipe found for a southerly interior corner of said called 8.2552 acre tract and being a northerly interior corner a called 15.8530 acre tract of land as described by deed filed under Clerk's File Number 2004114911 of the Official Public Records of Real Property of Fort Bend County, Texas, dated September 13, 2004;

THENCE, South 47°12'29" East (called North 45°13'44" West) along the common line between the said called 15.853 acre tract and said called 8.2552 acre tract, a distance of 290.26 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for corner, being on the proposed northwesterly right-of-way line of Katy-Flewellen Road (120-foot width), same being on the northwesterly line of a 20-foot wide road easement as described by deed recorded in Volume 1249, Page 117 of the Deed Records of Fort Bend County, Texas and being the southwesterly corner and POINT OF BEGINNING of the herein described parcel, from which a found 1/2-inch iron rod bears North 27°31' West, 3.47 feet;

1.) THENCE, North 42°48'09" East along said proposed northwesterly right of way line of said Katy-Flewellen Road, same being along said northwesterly line of said 20-foot wide road easement, a distance of 555.77 feet to a 1/2-inch iron rod for corner, being the southeasterly corner of a called 5.2493 acre tract of land as described by deed filed under Clerk's File Number 2004103273 of the Official Public Records of Real Property of Fort Bend County, Texas, dated July 27, 2004, being on the northeasterly line of said called 8.2552 acre tract and being the northwesterly corner of the herein described parcel from which a 5/8-inch iron rod for the northwesterly corner of said called 8.2552 acre tract bears North 47°11'29" West, 272.55 feet;

EXHIBIT _____

2.) THENCE, South 47°11'29" East (called South 45°13'44" East), a distance of 20.03, to a 1/2-inch iron rod for corner, being on the northwesterly occupied existing right of way of said Katy-Flewellen Road, same being on the southeasterly line (called northeasterly line) of said 20-foot wide road easement, being the northeasterly corner of said called 8.2552 acre tract and being the northeasterly corner of the herein described parcel;

3.) THENCE, South 42°50'09" West (called South 45°13'44" East, 555.81 feet) along said occupied existing right of way of said Katy-Flewellen Road, same being on along said southeasterly line of said 20-foot wide road easement ,a distance of 555.76 feet to a found 5/8-inch iron rod for corner, being on the northeasterly line of aforementioned called 15.8530 acre tract, being the southeasterly corner of said called 8.2552 acre tract and being the southeasterly corner of the herein described parcel;

4.) THENCE, North 47°12'29"West (called North 45°13'44" West) along said northeasterly line of said called 15.8530 acre tract, a distance of 19.70 feet to the POINT OF BEGINNING and containing an area of 0.2534 of one acre (11,040 square feet) of land.

This property description was prepared in conjunction with a parcel plat of the same date.

Abstracting was completed in August 2008.

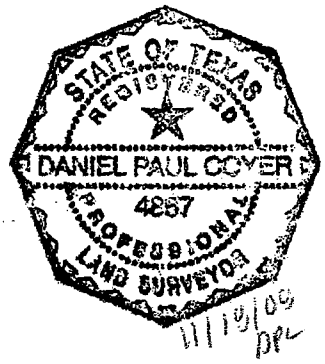
Ground Surveying was completed in September 2008.

The Point of Beginning has coordinates of: X=2,976,891.74 and Y=13,841,217.55.

All bearings and coordinates are based on the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983, 1993 adjustment. All distances and coordinates shown are surface and may be converted to grid by multiplying by a combined adjustment factor of 0.999888968.

Daniel Paul Coyer

Daniel Paul Coyer, R.P.L.S
Registered Professional Land Surveyor No. 4867
GeoSurv, Inc. (TSC Surveying Company)
3300 S. Gessner Road, Suite 120
Houston, Texas 77063



PROPOSED R.O.W.

OCCUPIED EXISTING R.O.W.

NO INSTRUMENT OF RECORD FOUND

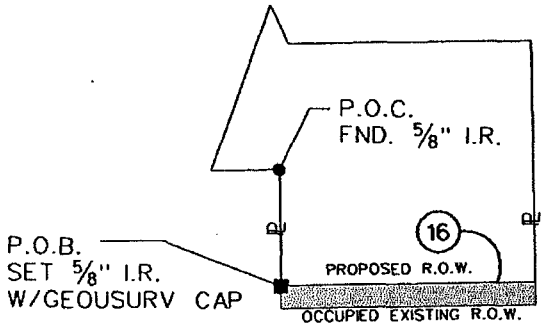
APPROXIMATE SURVEY LINE

OCCUPIED EXISTING R.O.W.

PROPOSED R.O.W.

PROOF OF R.O.W. DETAIL

N.T.S.



KATY FLEWELLEN RD.

PARENT TRACT INSET
PARCEL 16
N.T.S.

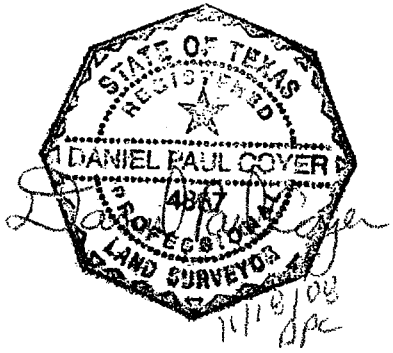
LEGEND

- ■ SET 5/8" I.R. W/GEOSURV CAP
- ● FOUND PROPERTY CORNER UNLESS OTHERWISE NOTED
- O POINT
- ℄ PROPERTY LINE

NOTES:

1. ALL BEARINGS AND SURFACE COORDINATES ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983(NAD 83), TEXAS SOUTH CENTRAL ZONE 4204, EPOCH DATE 2001.00. THE HORIZONTAL CONTROL WAS ESTABLISHED UTILIZING GPS STATIC METHODS WITH THE GPS VECTORS BEING PROCESSED TO NGS CORS INFORMATION.

2. ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 0.999888968.



TAKING

AREA WITHIN OCCUPIED R.O.W.	•	0.0000 AC. 00,000 S.F.
AREA OUTSIDE OCCUPIED R.O.W.	•	0.2534 AC. 11,040 S.F.
TOTAL AREA	•	0.2534 AC. 11,040 S.F.

EXISTING ACRES	TAKING ACRES/ S.F.	REMAINDER ACRES
8.2552	0.2534 11,040	8.0018

PARCEL 16
PAGE 3 OF 5

GEOSURV
Mapping and Surveying
3300 S. Gessner Rd. Suite 120
Houston, Texas 77063
Tel. 713-784-4500 Fax 713-784-5001

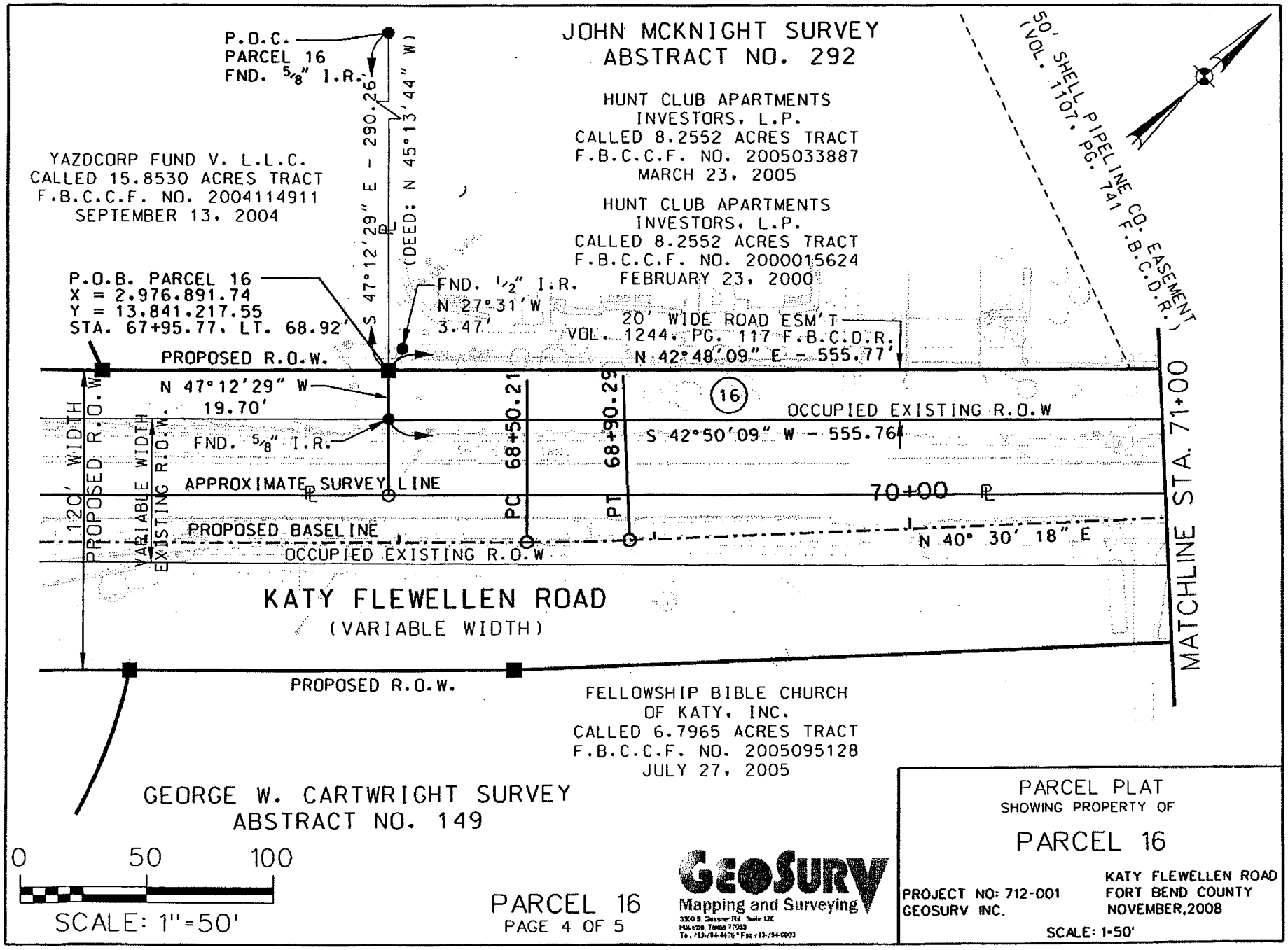
PARCEL PLAT
SHOWING PROPERTY OF

PARCEL 16

KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER,2008

PROJECT NO: 712-001
GEOSURV INC.

SCALE: 1"=50'



PARCEL 16
PAGE 4 OF 5

GEOSURV
Mapping and Surveying
3300 S. Gessner Rd. Suite 320
Houston, Texas 77063
Tel. (713) 784-4500 Fax (713) 784-5500

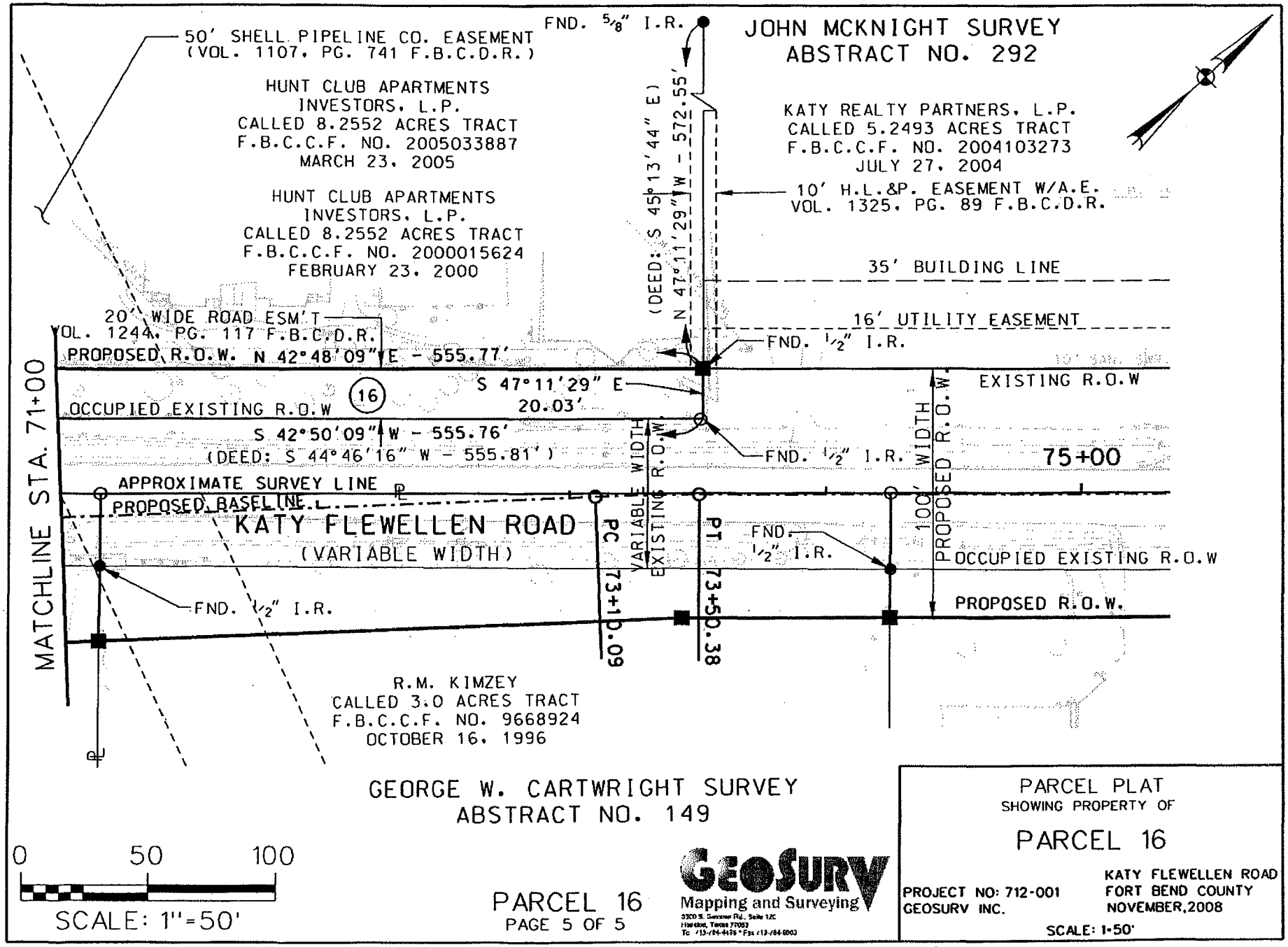
PARCEL PLAT
SHOWING PROPERTY OF

PARCEL 16

KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER, 2008

PROJECT NO: 712-001
GEOSURV INC.

SCALE: 1"=50'


50' SHELL PIPELINE CO. EASEMENT
(VOL. 1107, PG. 741 F.B.C.D.R.)
FND. 5/8" I.R.
JOHN MCKNIGHT SURVEY
ABSTRACT NO. 292
HUNT CLUB APARTMENTS
INVESTORS, L.P.
CALLED 8.2552 ACRES TRACT
F.B.C.C.F. NO. 2005033887
MARCH 23, 2005
HUNT CLUB APARTMENTS
INVESTORS, L.P.
CALLED 8.2552 ACRES TRACT
F.B.C.C.F. NO. 2000015624
FEBRUARY 23, 2000
KATY REALTY PARTNERS, L.P.
CALLED 5.2493 ACRES TRACT
F.B.C.C.F. NO. 2004103273
JULY 27, 2004
10' H.L.&P. EASEMENT W/A.E.
VOL. 1325, PG. 89 F.B.C.D.R.
(DEED: S 45°13'44" E - 572.55')
N 47°11'29" W
35' BUILDING LINE
16' UTILITY EASEMENT
20' WIDE ROAD ESM'T
VOL. 1244, PG. 117 F.B.C.D.R.
PROPOSED R.O.W. N 42°48'09" E - 555.77'
FND. 1/2" I.R.
S 47°11'29" E
20.03'
EXISTING R.O.W
OCCUPIED EXISTING R.O.W
16
S 42°50'09" W - 555.76'
(DEED: S 44°46'16" W - 555.81')
FND. 1/2" I.R.
75+00
APPROXIMATE SURVEY LINE
PROPOSED BASELINE
KATY FLEWELLEN ROAD
(VARIABLE WIDTH)
VARIABLE WIDTH EXISTING R.O.W
100' WIDTH PROPOSED R.O.W.
PC 73+10.09
PT 73+50.38
FND. 1/2" I.R.
OCCUPIED EXISTING R.O.W
PROPOSED R.O.W.
FND. 1/2" I.R.
MATCHLINE STA. 71+00
R.M. KIMZEY
CALLED 3.0 ACRES TRACT
F.B.C.C.F. NO. 9668924
OCTOBER 16, 1996
GEORGE W. CARTWRIGHT SURVEY
ABSTRACT NO. 149
0
50
100
SCALE: 1"=50'
PARCEL 16
PAGE 5 OF 5
GEOSURV
Mapping and Surveying
PARCEL PLAT
SHOWING PROPERTY OF
PARCEL 16
PROJECT NO: 712-001
GEOSURV INC.
KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER,2008
SCALE: 1"=50'

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

RESOLUTION AND ORDER DECREEING THE ACQUISITION OF PROPERTY TO BE A PUBLIC NECESSITY AND AUTHORIZING THE ACQUISITION AND PAYMENT OF COMPENSATION

WHEREAS, on the 7 day of April, 2009, at a regular meeting of the Commissioners Court of Fort Bend County, Texas, sitting as the governing body of Fort Bend County, upon motion of Commissioner Meyers, seconded by Commissioner Patterson, duly put and carried:

RESOLUTION

RESOLVED THAT WHEREAS, the Commissioners Court has received and reviewed the plans for a public project known as the Katy Gaston Road Widening Project, located from Cinco Ranch to FM 1093, in Fort Bend County, Texas; and,

WHEREAS, Commissioners Court has determined that public necessity and convenience exists for the location, alignment, construction, operation, and maintenance of a public project known as Katy Gaston Road Widening Project, located from Cinco Ranch to FM 1093, in Fort Bend County, Texas, in accordance with said plans, alignment, and tract identifications which are part hereof:

ORDER

NOW THEREFORE, IT IS ORDERED AND DECREED that the plans for the location, alignment, construction, operation, and maintenance of the public project known as Katy Gaston Road Widening Project, located from Cinco Ranch to FM 1093, in Fort Bend County, Texas, is approved.

IT IS FURTHER ORDERED AND DECREED that public necessity and convenience exist for the public project, known as Katy Gaston Road Widening Project, located from Cinco Ranch to FM 1093, in Fort Bend County, Texas, and that the County Engineer be authorized and directed to obtain appraisals, surveys, title information and/or make

official offers of specific amount for the purchase of either easement or the fee simple interest in and to the tract(s) situated within such alignment [survey(s) attached]; that the County Attorney be authorized and directed, and he is hereby authorized and directed to file or cause to be filed proceedings in eminent domain and to acquire thereby easement or fee simple interest for said purposes in the tract(s) which cannot be acquired as aforesaid by donation, dedication, or purchase.

IT IS FURTHER ORDERED AND DECREED that the County Judge or designated representative be authorized and directed to sign any papers or agreements associated with closing the purchase(s); the County Attorney, County Clerk, County Auditor and County Treasurer be authorized and directed to perform any and all necessary acts within their respective spheres of official duties toward the final acquisition of the tract(s) of land, or interest(s) therein, together with the improvement if any, within the said public project known as Katy Gaston Road Widening Project, located from Cinco Ranch to FM 1093, Fort Bend County, Texas and the payment and compensation therefore.

PASSED AND APPROVED this 7 day of April, 2009.

FORT BEND COUNTY

Robert E. Hebert, County Judge

ATTEST:

Dianne Wilson, County Clerk

WHV/as:Mobility3791-:Katy Gaston Road.3791-733:Resolution and Order (3/23/09)

PARCEL 4B TCE
DESCRIPTION OF A
0.117 ACRE TRACT IN THE
WALTON-HILL-WALTON B., A-347
FORT BEND COUNTY, TEXAS

A Metes and Bounds description of a 0.117 acre tract (510 square feet) of land situated in the Walton-Hill-Walton B. Survey, Abstract Number 434, Fort Bend County, Texas, being a portion of a called 178.04 acre tract described in deed to Terrabrook Cinco Ranch Southwest, L.P., and recorded under Clerk's File Number 2004086008, of the Fort Bend County Official Public Records of Real Property, (F.B.C.O.P.R.R.P.); said 0.117 acre tract being more particularly described as follows with all bearings being referenced to the Cornerstone RTK network COOP CORS station CMS2 and NGS Monument HGCSD 67;

COMMENCING at a 5/8-inch iron rod with cap stamped "Jacobs", set on the common line of said 178.04 acre tract, and Restricted Reserve "A" of the plat to Katy I.S.D., High School No. 6, and recorded under Plat Number 200520205 of the Fort Bend County Plat Records (F.B.C.P.R.), same being the common survey line of the Walton-Hill-Walton B. Survey, Abstract Number 434 and the I. & G. N. R.R. Survey, Abstract 365, from which a 5/8-inch iron rod with cap stamped "JNS Engineers" found bears South 39° 28' 20" West, 1.1 feet, and a 5/8-inch iron rod with cap stamped "JNS Engineers" bears South 44° 06' 05" East, 16.9 feet;

THENCE South 47° 32' 49" East, 19.78 feet, leaving said common line of the 178.04 tract and Restricted Reserve "A", same being the said common survey line of Abstract 347 and Abstract 365, to the **POINT OF BEGINNING,** on the proposed westerly right-of-way line of Katy-Gaston Road;

THENCE South 47° 33' 20" East, 51.00 feet, with the said proposed westerly right-of-way line of Katy Gaston Road to a point;

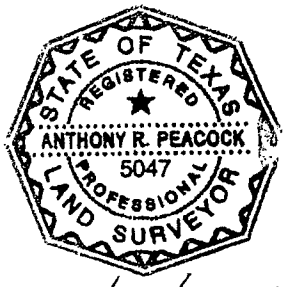
THENCE South 42° 26' 40" West, 10.00 feet, to a point;

THENCE North 47° 33' 20" West, 51.00 feet, to a point;

THENCE North 42° 26' 40" East, 10.00 feet, to the **POINT OF BEGINNING,** and containing 0.117 acre of land in Fort Bend County, Texas. This description was prepared in conjunction with an Exhibit Map by Jacobs Engineering Group Inc., dated February 5, 2009.

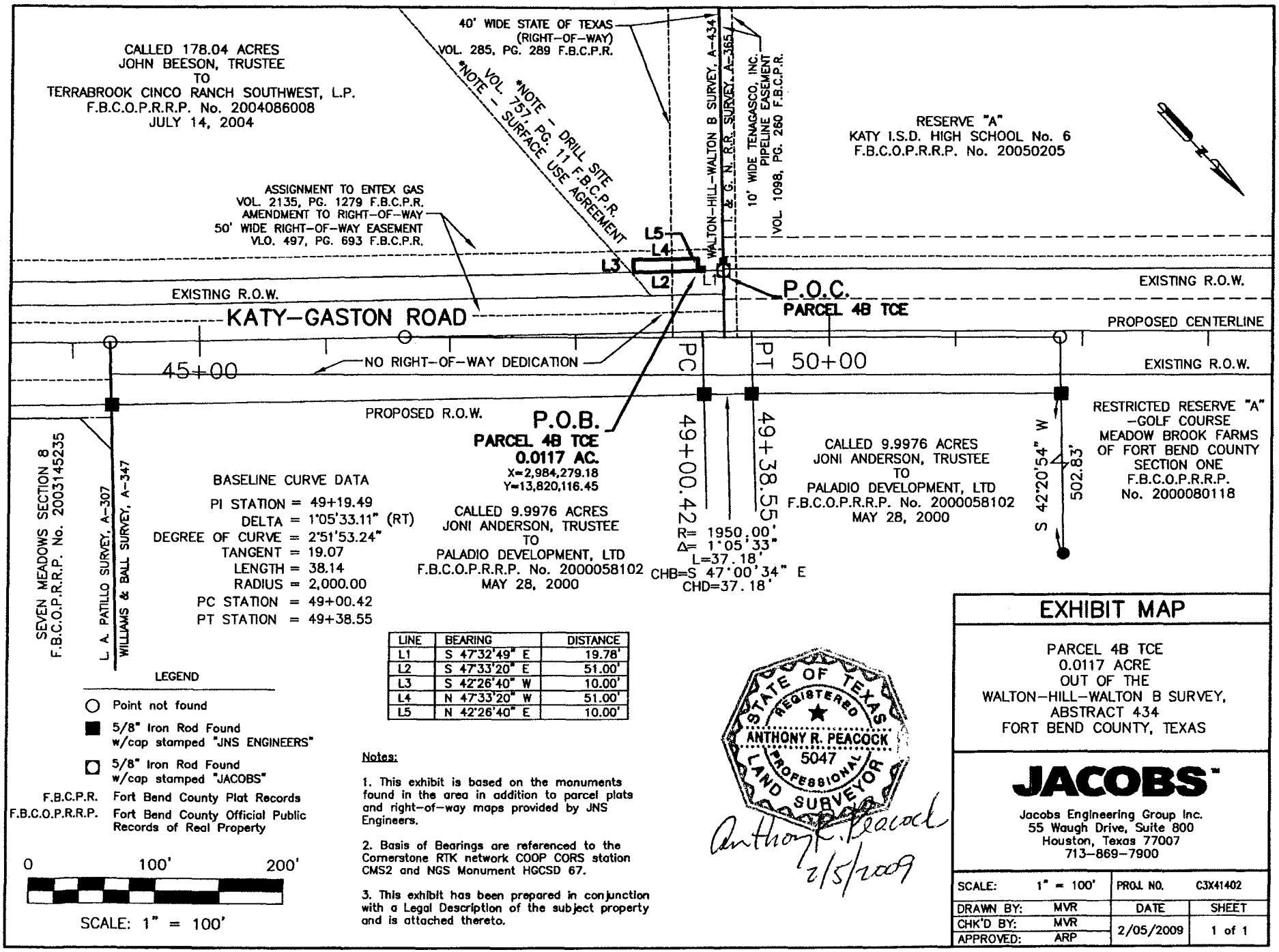
Anthony R. Peacock

Anthony R. Peacock
Registered Professional Land Surveyor
Texas Registration No. 5047
Jacobs Engineering Group Inc.
713-869-7900
Job No. WHXH C3X41402



2/5/2009

K:\Survey\# WH_CARLSON\C3X41402\METES & BOUNDS\TCE'S\PARCEL 4B TCE.DOC



LINE	BEARING	DISTANCE
L1	S 47°32'49" E	19.78'
L2	S 47°33'20" E	51.00'
L3	S 42°26'40" W	10.00'
L4	N 47°33'20" W	51.00'
L5	N 42°26'40" E	10.00'

Feb 05, 2009 7:30pm K:\Survey\# WH_CARLSON\C3X41402\DWG\TCE'S\PARCEL_4B TCE.dwg

PARCEL SUMMERSET TCE
DESCRIPTION OF A
0.0496 ACRE TRACT IN THE
WALTON-HILL-WALTON B. SURVEY, A-434
FORT BEND COUNTY, TEXAS

A Metes and Bounds description of a 0.0496 acre tract (2160 square feet) of land situated in the Walton-Hill-Walton B. Survey, Abstract Number 434, Fort Bend County, Texas, being a portion of a right-of-way dedication known as Summerset Ridge Lane, and described in the plat referred to as Cinco Terrace Drive and Summerset Ridge Lane Street Dedication, and recorded under Plat Number 20070303 of the Fort Bend County Official Public Records of Real Property (F.B.C.P.R.); said 0.0496 acre tract being more particularly described as follows with all bearings being referenced to the Cornerstone RTK network COOP CORS station CMS2 and NGS Monument HGCSD 67;

COMMENCING at a 5/8-inch iron rod set the proposed westerly right-of-way line of Katy-Gaston Road, same being the common line of said Summerset Ridge Lane and a called 178.04 acre tract described in deed to Terrabrook Cinco Ranch Southwest, L.P., and recorded under Clerk's File Number 2004086008 of the Fort Bend County Official Public Records of Real Property (F.B.C.O.P.R.R.P), from which a 5/8-inch iron rod with cap stamped "SURVCON" bears South 39° 46' 23" West, 2.0 feet;

THENCE North 47° 32' 53" West, 25.00 feet, to a point for the **POINT OF BEGINNING**;

THENCE South 42° 26' 40" West, 36.00 feet, to a point on the southerly line of said Summerset Ridge Lane;

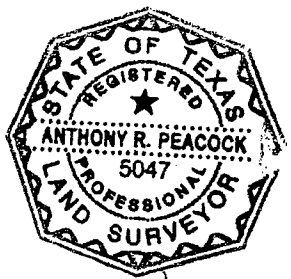
THENCE North 47° 33' 19" West, 60.00 feet, to a point on the northerly line of said Summerset Ridge Lane;

THENCE North 42° 26' 40" East, 36.00 feet, to a point;

THENCE South 47° 33' 20" East, 60.00 feet, to the **POINT OF BEGINNING,** and containing 0.0496 acre of land in Fort Bend County, Texas. This description was prepared in conjunction with an Exhibit Map by Jacobs Engineering Group Inc., dated February 5, 2009;

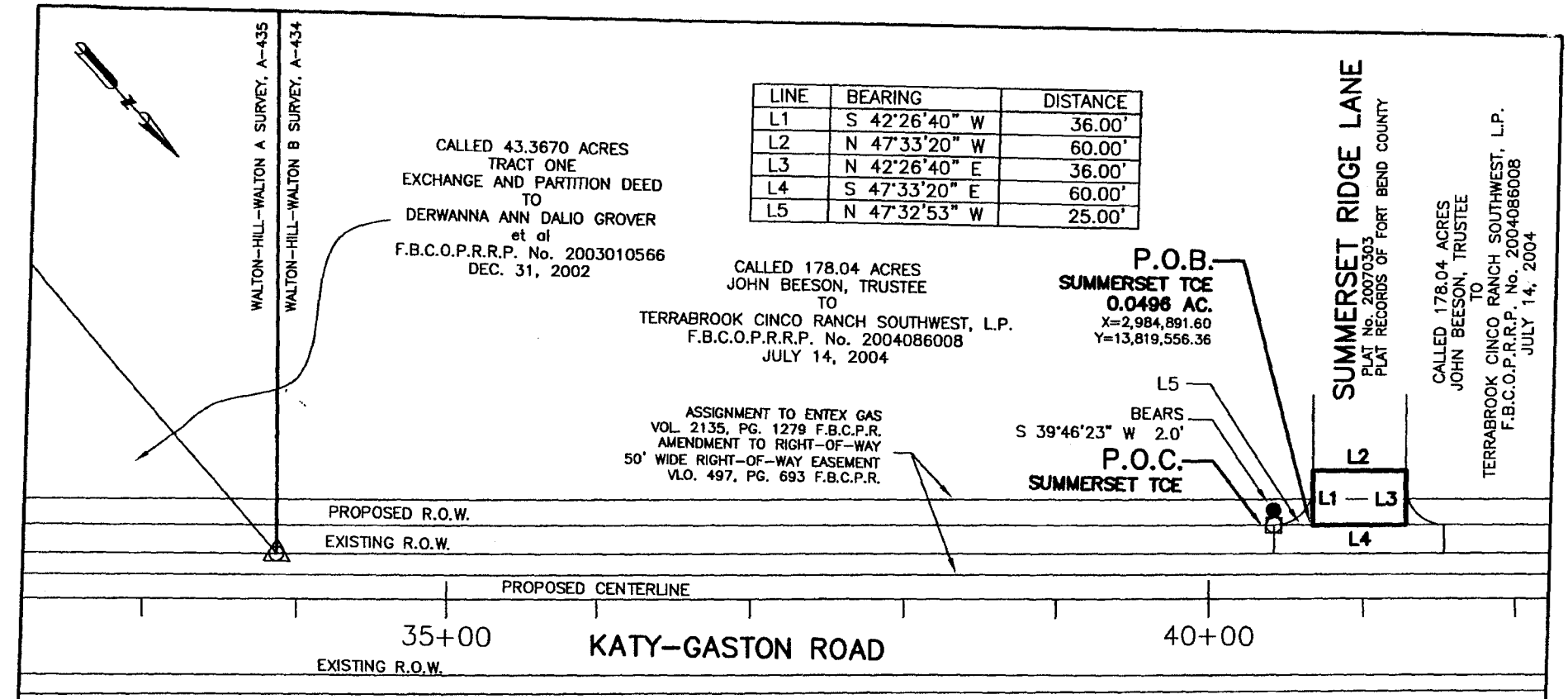
Anthony R. Peacock

Anthony R. Peacock
Registered Professional Land Surveyor
Texas Registration No. 5047



2/5/2009

Jacobs Engineering Group Inc.
713-869-7900
Job No. WHXH C3X41402



LINE	BEARING	DISTANCE
L1	S 42°26'40" W	36.00'
L2	N 47°33'20" W	60.00'
L3	N 42°26'40" E	36.00'
L4	S 47°33'20" E	60.00'
L5	N 47°32'53" W	25.00'

LEGEND

- 5/8" Iron Rod set w/cap stamped "Benchmark Eng"
- Point not found
- 5/8" Iron Rod set w/cap stamped "Jacobs"
- 5/8" Iron Rod Found w/cap stamped "JNS ENGINEERS"
- 5/8" Iron Rod Found w/cap stamped "Survcon"

F.B.C.P.R. Fort Bend County Plat Records
F.B.C.O.P.R.R.P. Fort Bend County Official Public Records of Real Property

0 100' 200'

SCALE: 1" = 100'

SEVEN MEADOWS SECTION 8
F.B.C.O.P.R.R.P. No. 2003145235

Notes:

1. This exhibit is based on the monuments found in the area in addition to parcel plats and right-of-way maps provided by JNS Engineers.
2. Basis of Bearings are referenced to the Cornerstone RTK network COOP CORS station CMS2 and NGS Monument HGCSD 67.
3. This exhibit has been prepared in conjunction with a Legal Description of the subject property and is attached thereto.

STATE OF TEXAS
REGISTERED
ANTHONY R. PEACOCK
5047
PROFESSIONAL
LAND SURVEYOR

Anthony R. Peacock
2/5/2009

EXHIBIT MAP

SUMMERSET TCE
0.0496 ACRE
OUT OF THE
WALTON-HILL-WALTON B
ABSTRACT 434
FORT BEND COUNTY, TEXAS

JACOBS™
Jacobs Engineering Group Inc.
55 Waugh Drive, Suite 800
Houston, Texas 77007
713-869-7900

SCALE:	1" = 100'	PROJ. NO.	C3X41402
DRAWN BY:	MVR	DATE	SHEET
CHK'D BY:	MVR	2/05/2009	1 of 1
APPROVED:	ARP		

Feb 05, 2009 7:17pm K:\Survey\# WH_CARLSON\C3X41402\DWG\TCE'S\SUMMERSET TCE.dwg

PARCEL CINCO WEST TCE
DESCRIPTION OF A
0.1126 ACRE TRACT IN THE
S.M. WILLIAMS SURVEY., A-347
FORT BEND COUNTY, TEXAS

A Metes and Bounds description of a 0.1126 acre tract (4906 square feet) of land situated in the S.M. Williams Survey, Abstract Number 347, Fort Bend County, Texas, being a portion of a subdivision referred to as Cinco West at Seven Meadows, Section 1, and recorded under Plat Number 2004131292 (F.B.C.P.R.); said 0.1126 acre tract being more particularly described as follows with all bearings being referenced to the Cornerstone RTK network COOP CORS station CMS2 and NGS Monument HGCSD 67;

COMMENCING at 5/8-inch iron rod with cap stamped "JNS Engineers", found on the proposed westerly right-of-way line of Katy Gaston Road;

THENCE North 46° 27' 45" West, 288.69 feet, with the proposed westerly right-of-way line of Katy Gaston Road, to a point;

THENCE North 43° 32' 15" East, 99.90 feet, to the **POINT OF BEGINNING**, same being on the existing easterly right-of-way line of Katy Gaston Road;

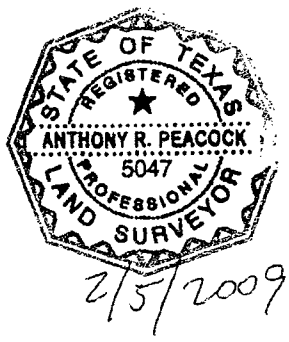
THENCE North 46° 33' 50" West, 308.62 feet, with the existing easterly right-of-way line of Katy Gaston Road, to a point for the beginning of a curve to the right;

THENCE in a northerly direction, along the arc of said curve to the right, having a radius of 30.00 feet, an arc length of 31.42 feet, a central angle of 60° 00' 03", and a chord bearing North 16° 33' 52" West, 30.00 feet to a point;

THENCE South 46° 33' 50" East, 334.60 feet, to a point;

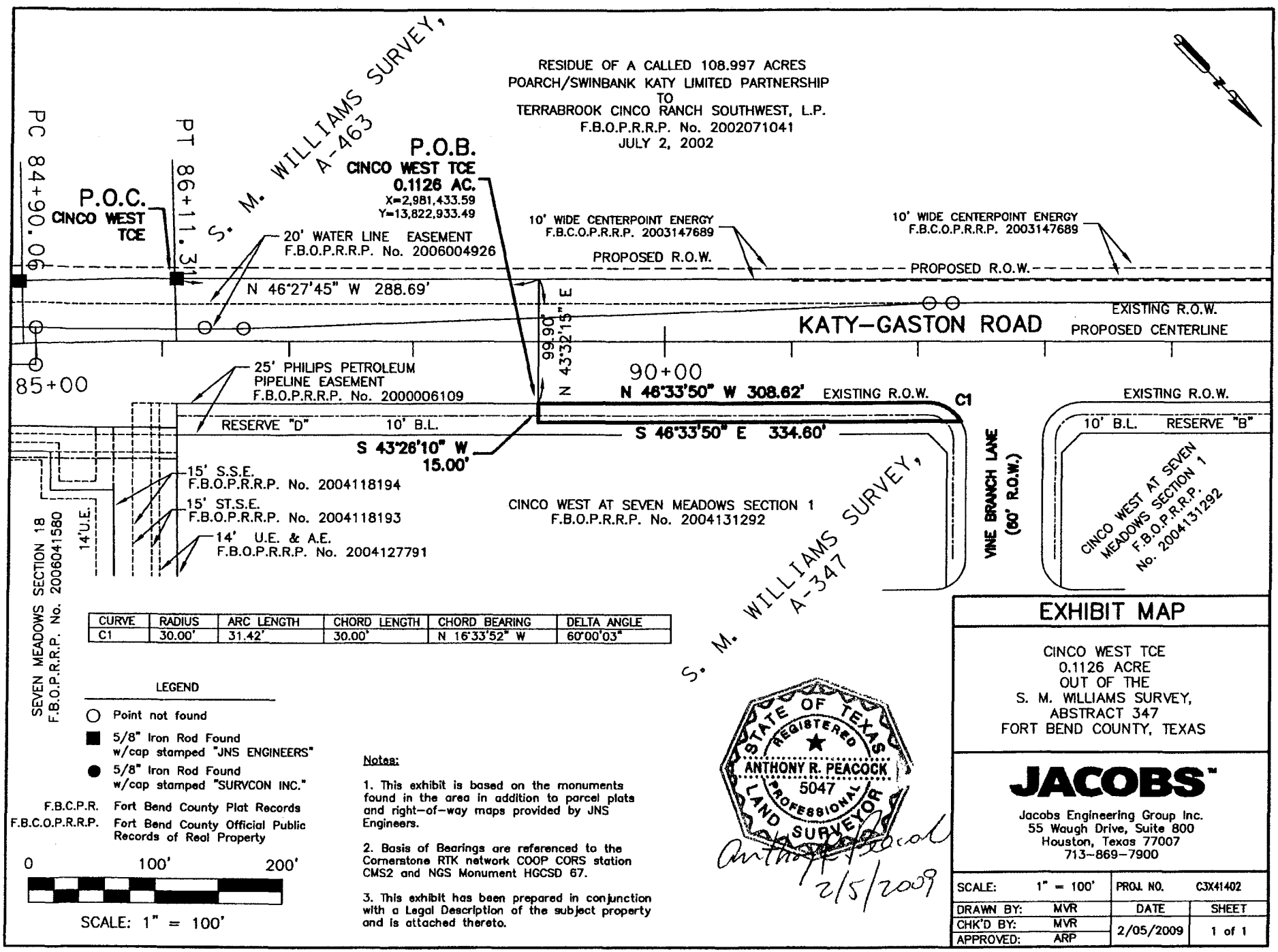
THENCE South 43° 26' 10" West, 15.00 feet, to the **POINT OF BEGINNING**,and containing 0.1126 acre of land in Fort Bend County, Texas. This description was prepared in conjunction with an Exhibit Map by Jacobs Engineering Group Inc., dated February 5 2009;

Anthony R. Peacock
Registered Professional Land Surveyor
Texas Registration No. 5047



2/5/2009

Jacobs Engineering Group Inc.
713-869-7900
Job No. WHXH C3X41402



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	30.00'	31.42'	30.00'	N 16°33'52" W	60°00'03"

LEGEND

- ○ Point not found
- ■ 5/8" Iron Rod Found w/cap stamped "JNS ENGINEERS"
- ● 5/8" Iron Rod Found w/cap stamped "SURVCON INC."

F.B.C.P.R. Fort Bend County Plat Records

F.B.C.O.P.R.R.P. Fort Bend County Official Public Records of Real Property

0 100' 200'

SCALE: 1" = 100'

Notes:

1. This exhibit is based on the monuments found in the area in addition to parcel plats and right-of-way maps provided by JNS Engineers.

2. Basis of Bearings are referenced to the Cornerstone RTK network COOP CORS station CMS2 and NGS Monument HGCSD 67.

3. This exhibit has been prepared in conjunction with a Legal Description of the subject property and is attached thereto.

STATE OF TEXAS
REGISTERED
ANTHONY R. PEACOCK
5047
PROFESSIONAL
LAND SURVEYOR

Anthony R. Peacock
2/5/2009

EXHIBIT MAP

CINCO WEST TCE
0.1126 ACRE
OUT OF THE
S. M. WILLIAMS SURVEY,
ABSTRACT 347
FORT BEND COUNTY, TEXAS

JACOBS™
Jacobs Engineering Group Inc.
55 Waugh Drive, Suite 800
Houston, Texas 77007
713-869-7900

SCALE:	1" = 100'	PROJ. NO.	CJX41402
DRAWN BY:	MVR	DATE	SHEET
CHK'D BY:	MVR	2/05/2009	1 of 1
APPROVED:	ARP		

Feb 05, 2009 8:04pm K:\Survey\# WH_CARLSON\C3X41402\DWG\TCE'S\CINCO WEST TCE.dwg

ENCHANTED CROSSING TDE
DESCRIPTION OF A
0.0379 ACRE TRACT IN THE
L. A. PATILLO SURVEY, A-307
FORT BEND COUNTY, TEXAS

A Metes and Bounds description of a 0.0379 acre tract (1,652 square feet) of land situated in the L. A. Patillo Survey, Abstract Number 307, Fort Bend County, Texas, and being a portion out of a right-of-way dedication known as Enchanted Crossing (60-foot width) in described in plat referred to as Seven Meadows, Section 8, and recorded under Plat Number 2003145235 of the Fort Bend County Official Public Records of Real Property (F.B.C.O.P.R.R.P.); said 0.0379 acre tract being more particularly described as follows with all bearings being referenced to the Cornerstone RTK network COOP CORS station CMS2 and NGS Monument HGCSD 67;

BEGINNING at a point on the common line of said Seven Meadows, Section 8, and the residue of a called 1110.9935 acre tract described in deed to West Houston, Ltd., and recorded under Volume 2570, Page 428 (F.B.C.D.R.), from which a 5/8-inch iron rod found bears South 47° 30' 45" East, 29.50 feet;

THENCE North 47° 33' 20" West, 59.00 feet to a point;

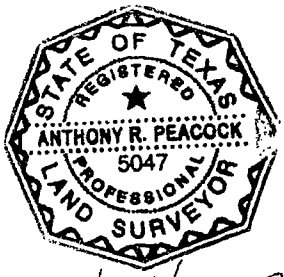
THENCE North 42° 26' 40" East, 28.00 feet, to a point;

THENCE South 47° 33' 57" East, 59.00 feet, to a point on the said common line of Seven Meadows, Section 8, and the said 1110.9935 residue tract;

THENCE South 42° 20' 14" West, 28.00 feet, with the said common line of Seven Meadows, Section 8, and the said 1110.9935 residue tract, to the **POINT OF BEGINNING,** and containing 0.0379 acre of land in Fort Bend County, Texas. This description was prepared in conjunction with an Exhibit Map by Jacobs Engineering Group Inc., dated February 5, 2009;

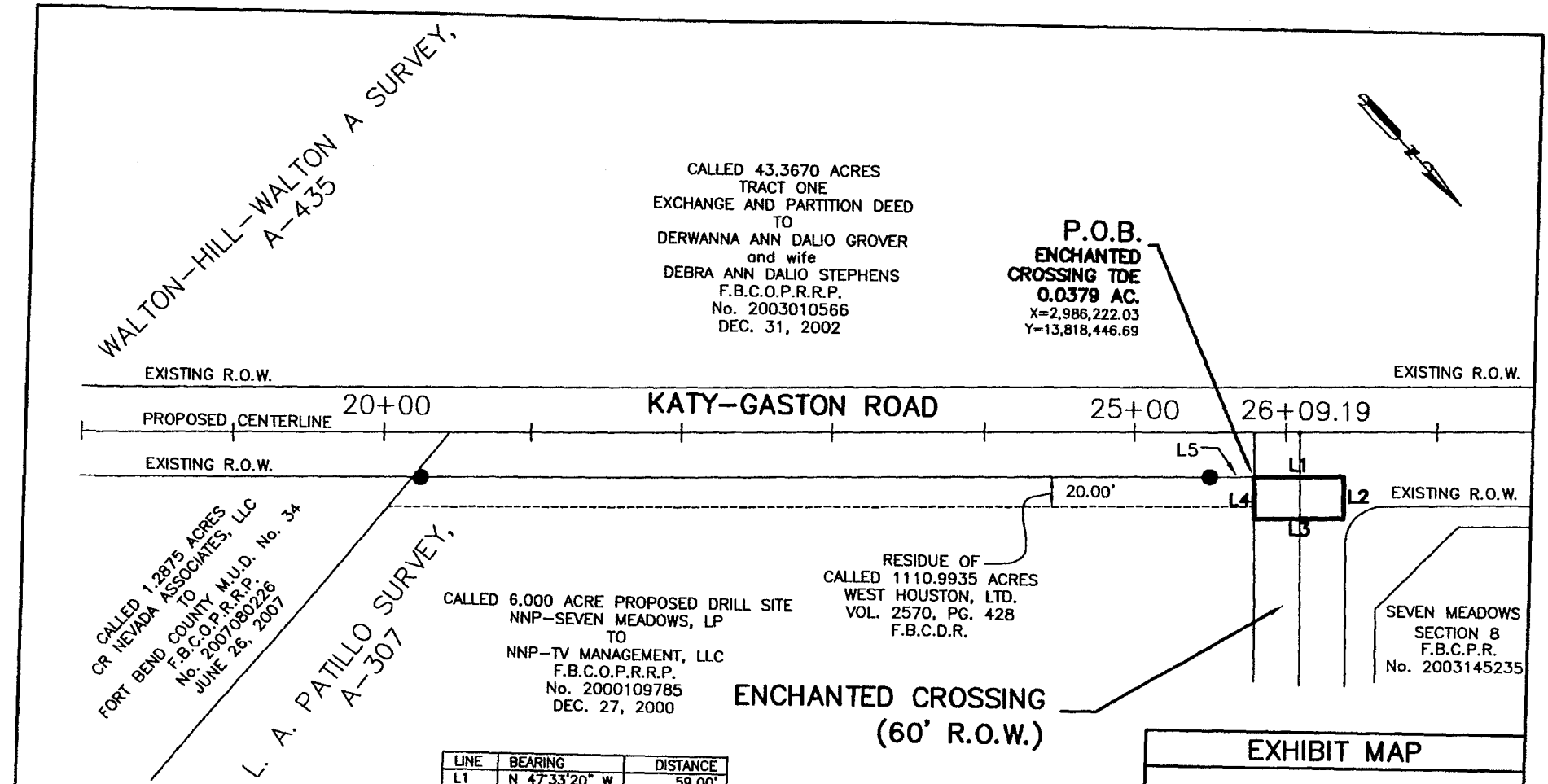
Anthony R. Peacock
Registered Professional Land Surveyor
Texas Registration No. 5047

Jacobs Engineering Group Inc.
713-869-7900
Job No. WHXH C3X41402



2/5/2009

K:\Survey\# WH_CARLSON\C3X41402\METES & BOUNDS\DRAINAGE ESMT\ENCHANTED CROSSING TDE.DOC



LINE	BEARING	DISTANCE
L1	N 47°33'20" W	59.00'
L2	N 42°26'40" E	28.00'
L3	S 47°33'57" E	59.00'
L4	S 42°20'14" W	28.00'
L5	S 47°30'45" E	29.50'

LEGEND

- ○ Point not found
- ● 5/8" Iron Rod Found
- ■ 5/8" Iron Rod Found w/cap stamped "BENCHMARK ENG"
- T.D.E. Temporary Drainage Easement
- F.B.C.P.R. Fort Bend County Plat Records
- F.B.C.O.P.R.R.P. Fort Bend County Official Public Records of Real Property

0 100' 200'

SCALE: 1" = 100'

Notes:

1. This exhibit is based on the monuments found in the area in addition to parcel plats and right-of-way maps provided by JNS Engineers.
2. Basis of Bearings are referenced to the Cornerstone RTK network COOP CORS station CMS2 and NGS Monument HGCSD 67.
3. This exhibit has been prepared in conjunction with a Legal Description of the subject property and is attached thereto.

STATE OF TEXAS
REGISTERED
ANTHONY R. PEACOCK
5047
PROFESSIONAL
LAND SURVEYOR

Anthony R. Peacock
2/5/2009

EXHIBIT MAP

ENCHANTED CROSSING TDE
0.0379 ACRE
OUT OF THE
L. A. PATILLO SURVEY,
ABSTRACT 307
FORT BEND COUNTY, TEXAS

JACOBS

Jacobs Engineering Group Inc.
55 Waugh Drive, Suite 800
Houston, Texas 77007
713-869-7900

SCALE:	1" = 100'	PROJ. NO.	C3X41402
DRAWN BY:	MVR	DATE	SHEET
CHK'D BY:	MVR	2/05/2009	1 of 1
APPROVED:	ARP		

Feb 06, 2009 8:38am K:\Survey\# WH_CARLSON\C3X41402\DWG\DRAINAGE ESMTS\ENCHANTED CROSSING TDE.dwg

PARCEL 1 TDE
DESCRIPTION OF A
0.1605 ACRE TRACT IN THE
L. A. PATILLO SURVEY, A-307
FORT BEND COUNTY, TEXAS

A Metes and Bounds description of a 0.1605 acre tract (6,993 square feet) of land situated in the L. A. Patillo Survey, Abstract Number 307, Fort Bend County, Texas, and being a portion out of the residue of a certain called 39.1391 acre tract described in deed to C. R. Nevada Associates, L.L.C., and recorded under Clerk's File Number 2005104832 of the Fort Bend County Official Public Records of Real Property, (F.B.C.O.P.R.R.P.); said 0.1605 acre tract being more particularly described as follows with all bearings being referenced to the Cornerstone RTK network COOP CORS station CMS2 and NGS Monument HGCSD 67;

BEGINNING at a point for the south corner of said 39.1391 acre tract, same being in the existing northerly right-of-way line of F.M. 1093 (100-foot width), and the existing westerly right-of-way of Katy-Gaston Road from which a 5/8-inch iron rod bears South 75° 05' 44" West, 1.8 feet;

THENCE North 47° 33' 20" West, 694.96 feet, with the said existing northerly right-of-way, to a point in the common line of said 39.1391 acre tract, and a called 1.2875 acre tract, described in deed to Fort Bend County M.U.D. No. 34, and recorded under Clerk's File Number 2007080226 (F.B.C.O.P.R.R.P.);

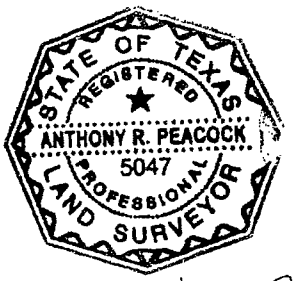
THENCE North 41° 28' 01" East, 10.00 feet, with the common line of said 39.1391 acre tract and said 1.2875 acre tract, to a point;

THENCE South 47° 33' 20" East, 703.70 feet, to a point on the common line of said 39.1391 acre tract, and F.M. 1093;

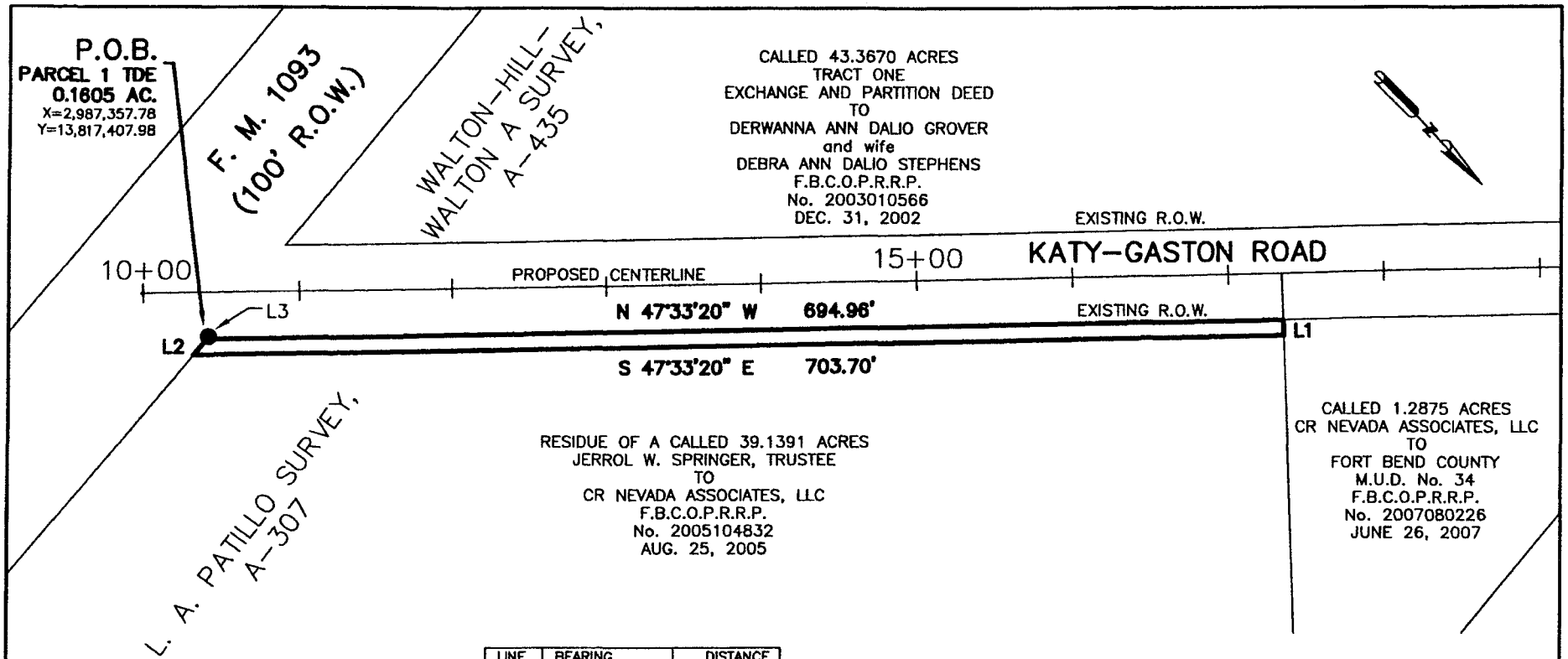
THENCE South 83° 02' 15" West, 13.17 feet, with the common line of said 39.1391 acre tract and F.M. 1093, to the **POINT OF BEGINNING,** and containing 0.1605 acre of land in Fort Bend County, Texas. This description was prepared in conjunction with an Exhibit Map by Jacobs Engineering Group Inc., dated February 5, 2009;

Anthony R. Peacock

Anthony R. Peacock
Registered Professional Land Surveyor
Texas Registration No. 5047
Jacobs Engineering Group Inc.
713-869-7900
Job No. WHXH C3X41402



2/5/2009



LINE	BEARING	DISTANCE
L1	N 41°28'01" E	10.00'
L2	S 83°02'15" W	13.17'
L3	S 75°05'44" W	1.80'

LEGEND

- ○ Point not found
- ● 5/8" Iron Rod Found
- ■ 5/8" Iron Rod Found w/cap stamped "BENCHMARK ENG"
- T.D.E. Temporary Drainage Easement
- F.B.C.P.R. Fort Bend County Plat Records
- F.B.C.O.P.R.R.P. Fort Bend County Official Public Records of Real Property

0 100' 200'

SCALE: 1" = 100'

Notes:

1. This exhibit is based on the monuments found in the area in addition to parcel plats and right-of-way maps provided by JNS Engineers.

2. Basis of Bearings are referenced to the Cornerstone RTK network COOP CORS station CMS2 and NGS Monument HGCSD 67.

3. This exhibit has been prepared in conjunction with a Legal Description of the subject property and is attached thereto.

STATE OF TEXAS
REGISTERED
ANTHONY R. PEACOCK
5047
PROFESSIONAL
LAND SURVEYOR

Anthony R. Peacock
2/5/2009

EXHIBIT MAP

PARCEL 1 TDE
0.1605 ACRE
OUT OF THE
L. A. PATILLO SURVEY,
ABSTRACT 307
FORT BEND COUNTY, TEXAS

JACOBS™
Jacobs Engineering Group Inc.
55 Waugh Drive, Suite 800
Houston, Texas 77007
713-869-7900

SCALE:	1" = 100'	PROJ. NO.	C3X41402
DRAWN BY:	MVR	DATE	SHEET
CHK'D BY:	MVR	2/05/2009	1 of 1
APPROVED:	ARP		

Feb 06, 2009 8:32am K:\Survey\# WH_CARLSON\C3X41402\DWG\DRAINAGE ESMTS\PARCEL_1 TDE.dwg

PARCEL 2 TDE
DESCRIPTION OF A
0.0643 ACRE TRACT IN THE
L. A. PATILLO SURVEY, A-307
FORT BEND COUNTY, TEXAS

A Metes and Bounds description of a 0.0643 acre tract (2,801 square feet) of land situated in the L. A. Patillo Survey, Abstract Number 307, Fort Bend County, Texas, and being a portion out of that certain called 1.2875 acre tract, described in deed to Fort Bend county M.U.D. No. 34, and recorded under Clerk's File Number2007080226 of the Fort Bend County Official Public Records of Real Property, (F.B.C.O.P.R.R.P.); said 0.0643 acre tract being more particularly described as follows with all bearings being referenced to the Cornerstone RTK network COOP CORS station CMS2 and NGS Monument HGCSD 67;

BEGINNING at a point on the existing easterly right-of-way line of Katy-Gaston Road, same being the common line of said 1.2875 acre tract, and a called 6.000 acre proposed Drill Site described in deed to NNP-TV Management, L.L.C., and recorded under Clerk's File Number 2000109785 (F.B.C.O.P.R.R.P.), from which a 5/8-inch iron rod found bears North 43° 35' 16" West, 5.37 feet;

THENCE North 82° 25' 26" East, 13.05 feet, with the said common line of the 1.2875 acre and 6.000 acre tracts, to a point;

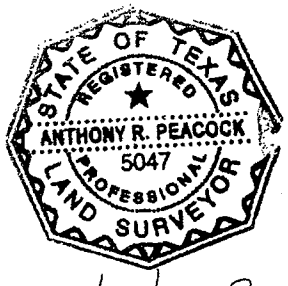
THENCE South 47° 33' 20" East, 275.78 feet, to a point on the common line of said 1.2875 acre tract and the residue of a called 39.1391 acre tract described in deed to C.R. Nevada Associates, L.L.C., and recorded under Clerk's File Number 2005104832 (F.B.C.O.P.R.R.P.);

THENCE South 41° 28' 01" West, 10.00 feet, with the said common line of the 1.2875 acre and 39.1391 acre tracts to a point on the existing easterly right-of-way of Katy-Gaston Road;

THENCE North 47° 33' 20" West, 284.33 feet, with the existing easterly right-of-way of Katy-Gaston Road, to the **POINT OF BEGINNING,** and containing 0.0643 acre of land in Fort Bend County, Texas. This description was prepared in conjunction with an exhibit map by Jacobs Engineering Group Inc., dated February 5, 2009;

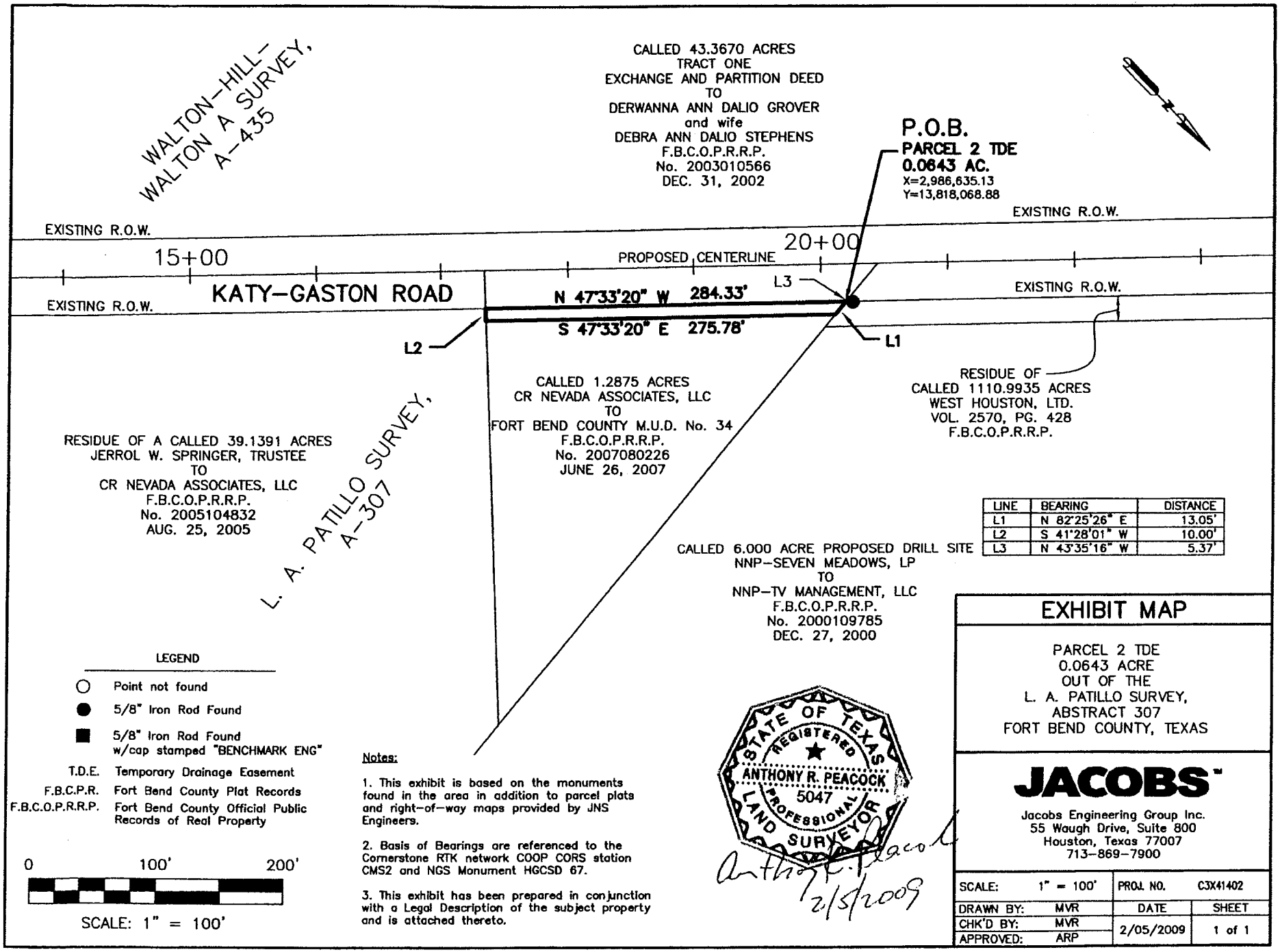
Anthony R. Peacock

Anthony R. Peacock
Registered Professional Land Surveyor
Texas Registration No. 5047



2/5/2009

Jacobs Engineering Group Inc.
713-869-7900
Job No. WHXH C3X41402



LINE	BEARING	DISTANCE
L1	N 82°25'26" E	13.05'
L2	S 41°28'01" W	10.00'
L3	N 43°35'16" W	5.37'

EXHIBIT MAP

PARCEL 2 TDE
0.0643 ACRE
OUT OF THE
L. A. PATILLO SURVEY,
ABSTRACT 307
FORT BEND COUNTY, TEXAS

JACOBS

Jacobs Engineering Group Inc.
55 Waugh Drive, Suite 800
Houston, Texas 77007
713-869-7900

SCALE:	1" = 100'	PROJ. NO.	C3X41402
DRAWN BY:	MVR	DATE	SHEET
CHK'D BY:	MVR	2/05/2009	1 of 1
APPROVED:	ARP		

Feb 06, 2009 8:34am K:\Survey\# WH_CARLSON\C3X41402\DWG\DRAINAGE ESMTS\PARCEL_2 TDE.dwg

PARCEL 3 TDE
DESCRIPTION OF A
0.1295 ACRE TRACT IN THE
L. A. PATILLO SURVEY, A-307
FORT BEND COUNTY, TEXAS

A Metes and Bounds description of a 0.1295 acre tract (5,640 square feet) of land situated in the L. A. Patillo Survey, Abstract Number 307, Fort Bend County, Texas, and being a portion out of the residue of a called 1110.9935 acre tract described in deed to West Houston, Ltd., and recorded under Volume 2570, Page 428, of the Fort Bend County Deed Records (F.B.C.D.R.); said 0.1295 acre tract being more particularly described as follows with all bearings being referenced to the Cornerstone RTK network COOP CORS station CMS2 and NGS Monument HGCSD 67;

BEGINNING at a point on the existing easterly right-of-way line of Katy-Gaston Road, same being the common line of said 1110.9935 acre residue tract, and a called 1.2875 acre tract, described in deed to Fort Bend county M.U.D. No. 34, and recorded under Clerk's File Number2007080226 (F.B.C.O.P.R.R.P), from which a 5/8-inch iron rod found bears North 43° 35' 16" West, 5.37 feet;

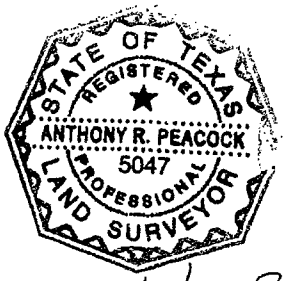
THENCE North 47° 33' 20" West, 559.81 feet, with the existing easterly right-of-way line of Katy-Gaston Road, to a point, on the common line of said 1110.9935 acre residue tract, and the southerly existing right-of-way line of Enchanted Crossing (60-foot width) as described in the plat to Seven Meadows, Section 8, and recorded under Plat Number 2003145235 of the Fort Bend County Plat Records, from which a 5/8-inch iron rod found bears South 47° 30' 45" East, 29.50 feet;

THENCE North 42° 20' 14" East, 10.00 feet, with the common line of said 1110.9935 acre residue tract and Enchanted Crossing, to a point;

THENCE South 47° 33' 20" East, 568.21 feet, to a point on the common line of said 1110.9935 acre residue tract, and said 1.2875 acre tract;

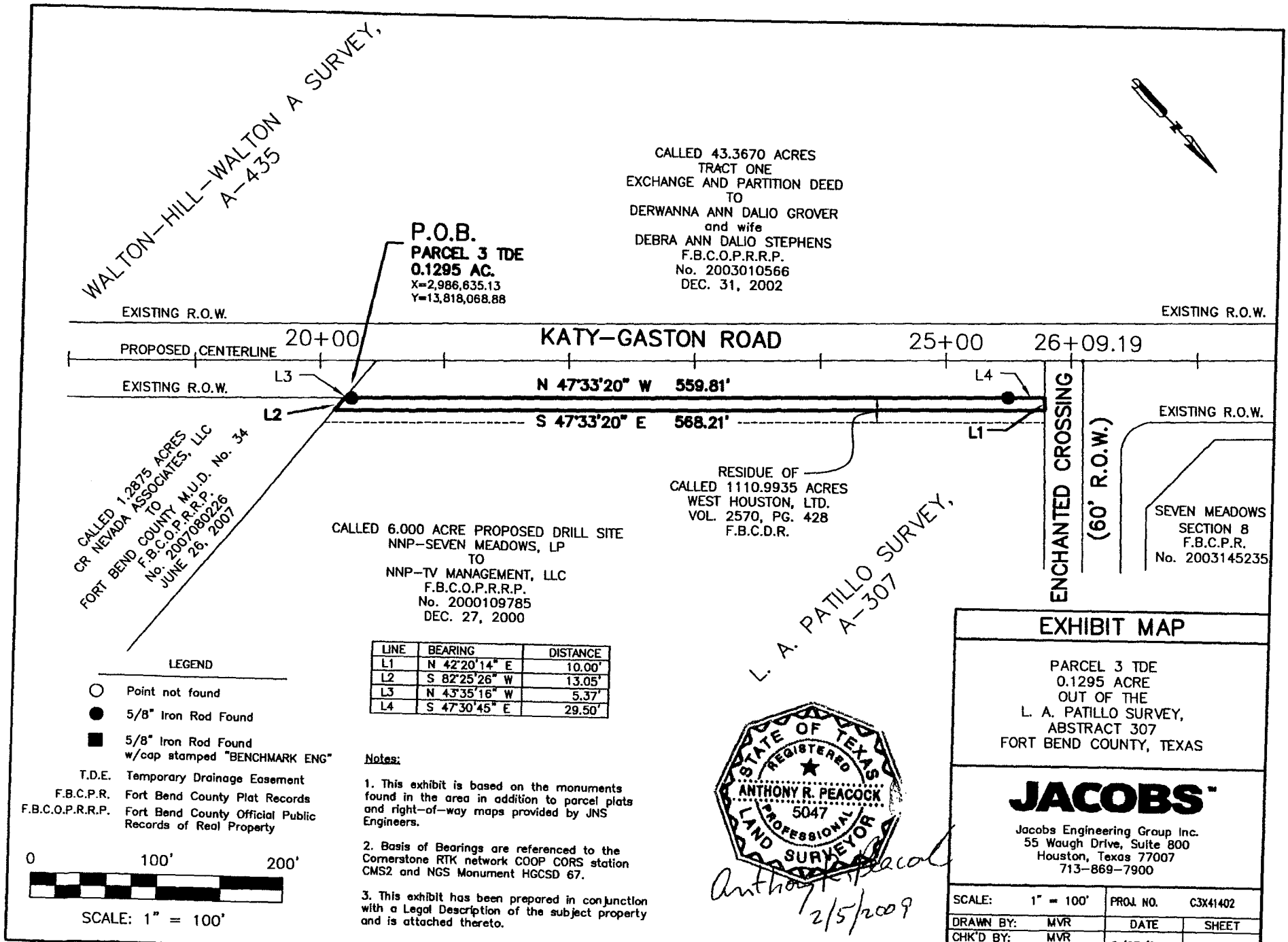
THENCE South 82° 25' 26" West, 13.05 feet, with the common line of said 1110.9935 acre residue tract, and said 1.2875 acre tract, to the **POINT OF BEGINNING,** and containing 0.1295 acre of land in Fort Bend County, Texas. This description was prepared in conjunction with an Exhibit Map by Jacobs Engineering Group Inc., dated February 5, 2009;

Anthony R. Peacock
Registered Professional Land Surveyor
Texas Registration No. 5047



2/5/2009

Jacobs Engineering Group Inc.
713-869-7900
Job No. WHXH C3X41402



LINE	BEARING	DISTANCE
L1	N 42°20'14" E	10.00'
L2	S 82°25'26" W	13.05'
L3	N 43°35'16" W	5.37'
L4	S 47°30'45" E	29.50'

LEGEND

- ○ Point not found
- ● 5/8" Iron Rod Found
- ■ 5/8" Iron Rod Found w/cap stamped "BENCHMARK ENG"
- T.D.E. Temporary Drainage Easement
- F.B.C.P.R. Fort Bend County Plat Records
- F.B.C.O.P.R.R.P. Fort Bend County Official Public Records of Real Property

0 100' 200'

SCALE: 1" = 100'

Notes:

1. This exhibit is based on the monuments found in the area in addition to parcel plats and right-of-way maps provided by JNS Engineers.
2. Basis of Bearings are referenced to the Cornerstone RTK network COOP CORS station CMS2 and NGS Monument HGCSD 67.
3. This exhibit has been prepared in conjunction with a Legal Description of the subject property and is attached thereto.

STATE OF TEXAS
REGISTERED
ANTHONY R. PEACOCK
5047
PROFESSIONAL
LAND SURVEYOR

Anthony R. Peacock
2/5/2009

EXHIBIT MAP

PARCEL 3 TDE
0.1295 ACRE
OUT OF THE
L. A. PATILLO SURVEY,
ABSTRACT 307
FORT BEND COUNTY, TEXAS

JACOBS™
Jacobs Engineering Group Inc.
55 Waugh Drive, Suite 800
Houston, Texas 77007
713-869-7900

SCALE:	1" = 100'	PROJ. NO.	C3X41402
DRAWN BY:	MVR	DATE	SHEET
CHK'D BY:	MVR	2/05/2009	1 of 1
APPROVED:	ARP		

Feb 06, 2009 8:36am K:\Survey\# WH_CARLSON\C3X41402\DWG\DRAINAGE ESMTS\PARCEL_3 TDE.dwg

PARCEL 6A TCE
DESCRIPTION OF A
0.0054ACRE TRACT IN THE
WILLIAMS & BALL SURVEY, A-347
FORT BEND COUNTY, TEXAS

A Metes and Bounds description of a 0.0054acre tract (234 square feet) of land situated in the Williams & Ball Survey, Abstract Number 347, Fort Bend County, Texas, being a portion of Restricted Reserve "A", of a subdivision referred to as Meadowbrook Farms of Fort Bend County, Section One, and recorded under Plat Number 2000080118, of the Fort Bend County Plat Records (F.B.C.P.R.); said 0.0054acre tract being more particularly described as follows with all bearings being referenced to the Cornerstone RTK network COOP CORS station CMS2 and NGS Monument HGCSD 67;

COMMENCING at a 5/8-inch iron rod found for an interior corner of said Restricted Reserve "A", and the northeast corner of a called 9.9976 acre tract described in a Special Warranty Deed to Paladio Development, Ltd., and recorded under Clerk's File Number 2000058102, Fort Bend County Official Public Records of Real Property (F.B.C.O.P.R.R.P.);

THENCE South 42° 20' 54" West, 502.83 feet, with the common line of said Restricted Reserve "A" and said 9.9976 acre tract, to a 5/8-inch iron rod with cap stamped "JNS Engineers" found in the proposed easterly right-of-way of Katy-Gaston Road;

THENCE North 46° 27' 47" West, 150.11 feet, with the said proposed easterly right-of-way of Katy-Gaston Road, to the **POINT OF BEGINNING;**

THENCE North 46° 27' 47" West, 39.00 feet, continuing with the said proposed easterly right-of-way of Katy-Gaston Road, to a point;

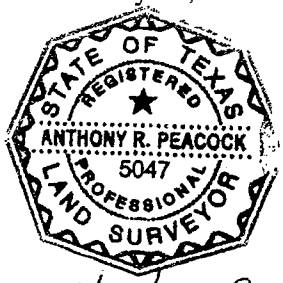
THENCE North 43° 32' 13" East, 6.00 feet, to a point;

THENCE South 46° 27' 47" East, 39.00 feet, to a point;

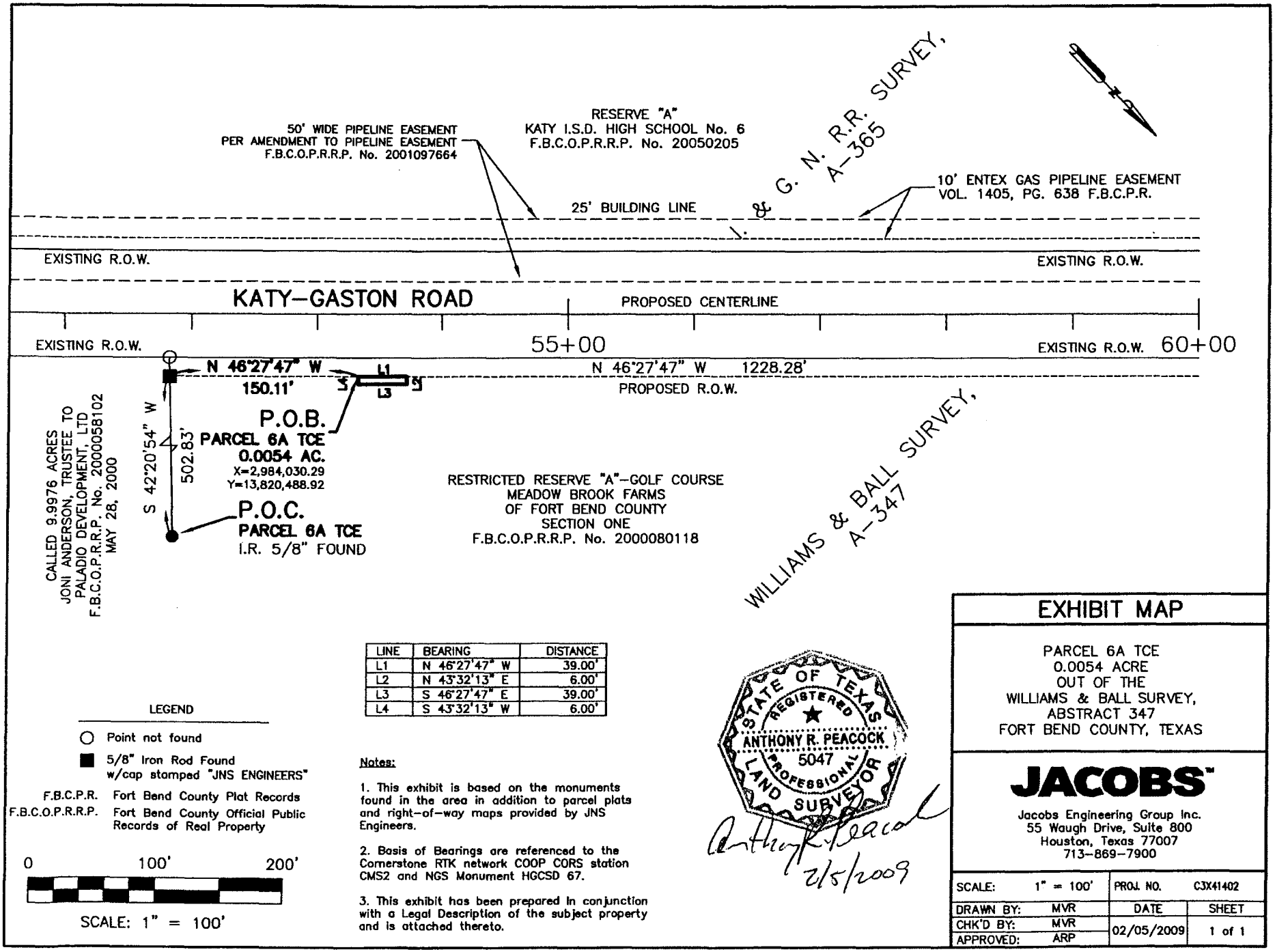
THENCE South 42° 32' 13" West, 6.00 feet, to the **POINT OF BEGINNING,** and containing 0.0054 acre of land in Fort Bend County, Texas. This description was prepared in conjunction with an Exhibit Map by Jacobs Engineering Group Inc., dated February 05, 2009.

Anthony R. Peacock

Anthony R. Peacock
Registered Professional Land Surveyor
Texas Registration No. 5047
Jacobs Engineering Group Inc.
713-869-7900
Job No. WHXH C3X41402



2/5/2009



LINE	BEARING	DISTANCE
L1	N 46°27'47" W	39.00'
L2	N 43°32'13" E	6.00'
L3	S 46°27'47" E	39.00'
L4	S 43°32'13" W	6.00'

LEGEND

- ○ Point not found
- ■ 5/8" Iron Rod Found w/cap stamped "JNS ENGINEERS"

F.B.C.P.R. Fort Bend County Plat Records

F.B.C.O.P.R.R.P. Fort Bend County Official Public Records of Real Property

0 100' 200'

SCALE: 1" = 100'

Notes:

1. This exhibit is based on the monuments found in the area in addition to parcel plats and right-of-way maps provided by JNS Engineers.

2. Basis of Bearings are referenced to the Cornerstone RTK network COOP CORS station CMS2 and NGS Monument HGCSD 67.

3. This exhibit has been prepared in conjunction with a Legal Description of the subject property and is attached thereto.

STATE OF TEXAS
REGISTERED
ANTHONY R. PEACOCK
5047
PROFESSIONAL
LAND SURVEYOR

2/5/2009

EXHIBIT MAP

PARCEL 6A TCE
0.0054 ACRE
OUT OF THE
WILLIAMS & BALL SURVEY,
ABSTRACT 347
FORT BEND COUNTY, TEXAS

JACOBS™

Jacobs Engineering Group Inc.
55 Waugh Drive, Suite 800
Houston, Texas 77007
713-869-7900

SCALE:	1" = 100'	PROJ. NO.	C3X41402
DRAWN BY:	MVR	DATE	SHEET
CHK'D BY:	MVR	02/05/2009	1 of 1
APPROVED:	ARP		

Feb 05, 2009 7:30pm K:\Survey\# WH_CARLSON\C3X41402\DWG\TCE'S\PARCEL_6A TCE.dwg

PARCEL 6B TCE
DESCRIPTION OF A
0.0132 ACRE TRACT IN THE
WILLIAMS & BALL SURVEY, A-347
FORT BEND COUNTY, TEXAS

A Metes and Bounds description of a 0.0132 acre tract (574 square feet) of land situated in the Williams & Ball Survey, Abstract Number 347, Fort Bend County, Texas, being a portion of Restricted Reserve "A", of a subdivision referred to as Meadowbrook Farms of Fort Bend County, Section One, and recorded under Plat Number 2000080118, of the Fort Bend County Plat Records (F.B.C.P.R.); said 0.0132 acre tract being more particularly described as follows with all bearings being referenced to the Cornerstone RTK network COOP CORS station CMS2 and NGS Monument HGCSD 67;

COMMENCING at a 5/8-inch iron rod found for an interior corner of said Restricted Reserve "A", and the northeast corner of a called 9.9976 acre tract described in a Special Warranty Deed to Paladio Development, Ltd., and recorded under Clerk's File Number 2000058102, Fort Bend County Official Public Records of Real Property (F.B.C.O.P.R.R.P.);

THENCE South 42° 20' 54" West, 502.83 feet, with the common line of said Restricted Reserve "A" and said 9.9976 acre tract, to a 5/8-inch iron rod with cap stamped "JNS Engineers" found in the proposed easterly right-of-way of Katy-Gaston Road;

THENCE North 46° 27' 47" West, 1417.31 feet, with the said proposed easterly right-of-way of Katy-Gaston Road, to the **POINT OF BEGINNING**;

THENCE North 46° 27' 47" West, 41.00 feet, continuing with the said proposed easterly right-of-way of Katy-Gaston Road, to a point;

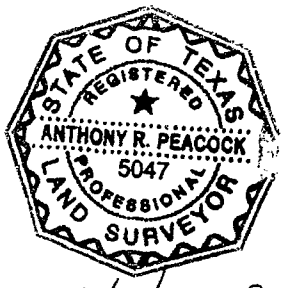
THENCE North 43° 32' 13" East, 14.00 feet, to a point;

THENCE South 46° 27' 47" East, 41.00 feet, to a point;

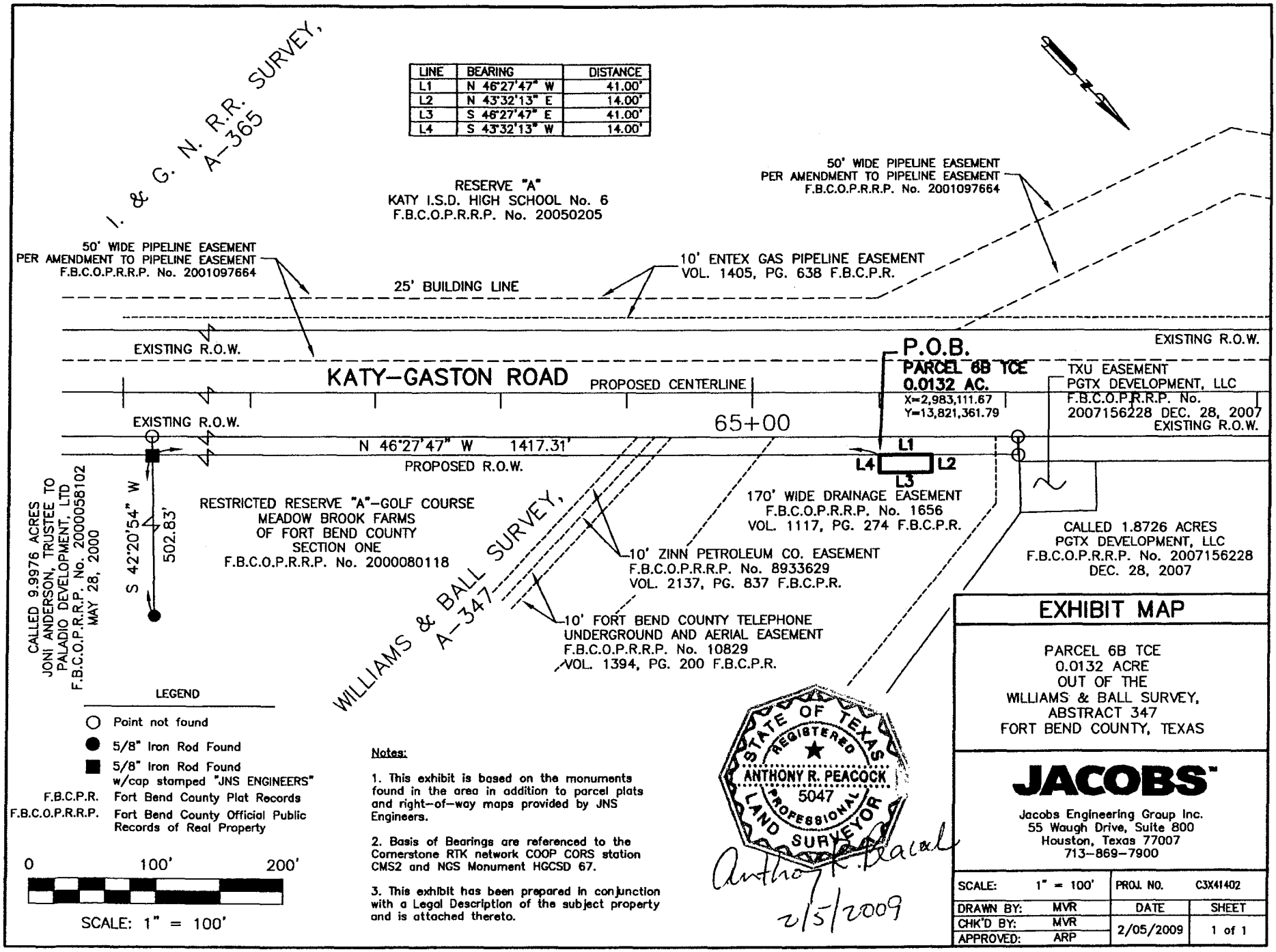
THENCE South 43° 32' 13" West, 14.00 feet, the **POINT OF BEGINNING,** and containing 0.0132 acre of land in Fort Bend County, Texas. This description was prepared in conjunction with an Exhibit Map by Jacobs Engineering Group Inc., dated February 05, 2009.

Anthony R. Peacock

Anthony R. Peacock
Registered Professional Land Surveyor
Texas Registration No. 5047
Jacobs Engineering Group Inc.
713-869-7900
Job No. WHXH C3X41402



2/5/2009



LINE	BEARING	DISTANCE
L1	N 46°27'47" W	41.00'
L2	N 43°32'13" E	14.00'
L3	S 46°27'47" E	41.00'
L4	S 43°32'13" W	14.00'

Feb 05, 2009 7:27pm K:\Survey\# WH_CARLSON\C3X41402\DWG\TCE'S\PARCEL_6B TCE.dwg

PARCEL 7A TCE
DESCRIPTION OF A
0.0073 ACRE TRACT IN THE
I. & G. N. R.R. SURVEY, A-365
FORT BEND COUNTY, TEXAS

A Metes and Bounds description of a 0.0073 acre tract (320 square feet) of land situated in the I. & G. N. R.R. Survey, Abstract 365, Fort Bend County, Texas, being a portion of Restricted Reserve "A", Katy I.S.D., High School No. 6, and recorded under Plat Number 200520205, of the Fort Bend County Plat Records (F.B.C.P.R.); said 0.0073 acre tract being more particularly described as follows with all bearings being referenced to the Cornerstone RTK network COOP CORS station CMS2 and NGS Monument HGCSD 67;

COMMENCING at a 5/8-inch iron rod found for an interior corner of said Restricted Reserve "A", and the northeast corner of a called 9.9976 acre tract described in a Special Warranty Deed to Paladio Development, Ltd., and recorded under Clerk's File Number 2000058102, Fort Bend County Official Public Records of Real Property (F.B.C.O.P.R.R.P.);

THENCE South 42° 20' 54" West, with the common line of said Restricted Reserve "A" and said 9.9976 acre tract, at 502.83 feet, pass a 5/8-inch iron rod with cap stamped "JNS Engineers" found in the proposed easterly right-of-way of Katy-Gaston Road, at 517.80 feet, pass a point in the existing easterly right-of-way of Katy-Gaston Road, and continuing in all 602.86 feet, to a point in the existing westerly right-of-way of Katy-Gaston Road;

THENCE North 46° 27' 45" West, 125.36 feet, with the said existing westerly right-of-way of Katy-Gaston Road to the **POINT OF BEGINNING**;

THENCE South 43° 32' 15" West, 8.00 feet, to a point;

THENCE North 46° 27' 45" West, 40.00 feet, to a point;

THENCE North 43° 32' 15" East, 8.00 feet, to a point in the said existing westerly right-of-way of Katy-Gaston Road;

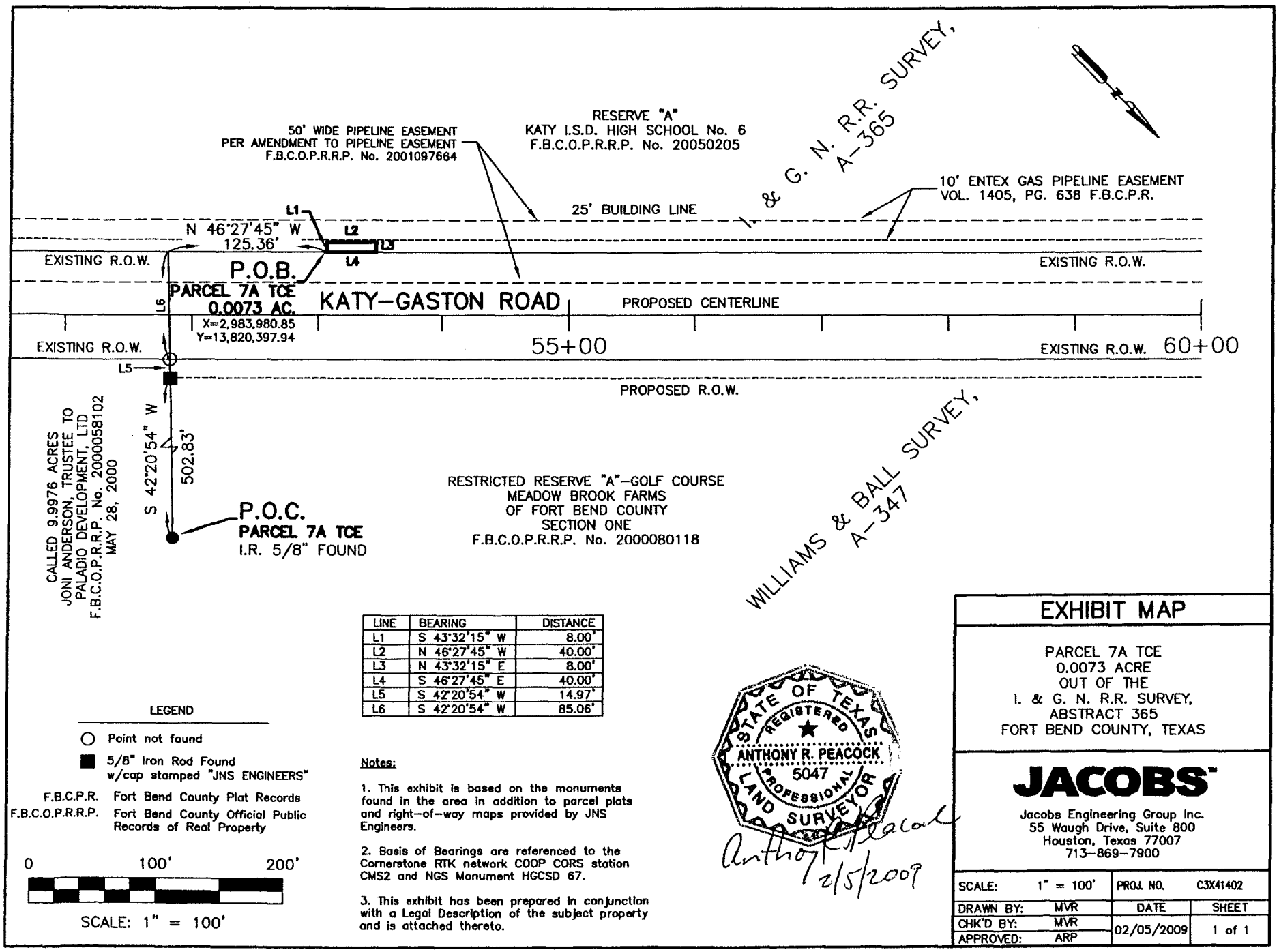
THENCE South 46° 27' 45" East, 40.00 feet, to the **POINT OF BEGINNING,** and containing 0.0073 acre of land in Fort Bend County, Texas. This description was prepared in conjunction with an Exhibit Map by Jacobs Engineering Group Inc., dated February 05, 2009;

Anthony R. Peacock

Anthony R. Peacock
Registered Professional Land Surveyor
Texas Registration No. 5047
Jacobs Engineering Group Inc.
713-869-7900
Job No. WHXH C3X41402

2/5/2009

K:\Survey\# WH_CARLSON\C3X41402\METES & BOUNDS\TCE'S\PARCEL 7A TCE.DOC



LINE	BEARING	DISTANCE
L1	S 43°32'15" W	8.00'
L2	N 46°27'45" W	40.00'
L3	N 43°32'15" E	8.00'
L4	S 46°27'45" E	40.00'
L5	S 42°20'54" W	14.97'
L6	S 42°20'54" W	85.06'

LEGEND

- ○ Point not found
- ■ 5/8" Iron Rod Found w/cap stamped "JNS ENGINEERS"

F.B.C.P.R. Fort Bend County Plat Records

F.B.C.O.P.R.R.P. Fort Bend County Official Public Records of Real Property

0 100' 200'

SCALE: 1" = 100'

Notes:

1. This exhibit is based on the monuments found in the area in addition to parcel plats and right-of-way maps provided by JNS Engineers.

2. Basis of Bearings are referenced to the Cornerstone RTK network COOP CORS station CMS2 and NGS Monument HGCSD 67.

3. This exhibit has been prepared in conjunction with a Legal Description of the subject property and is attached thereto.

STATE OF TEXAS
REGISTERED
ANTHONY R. PEACOCK
5047
PROFESSIONAL
LAND SURVEYOR

Anthony Peacock 2/5/2009

EXHIBIT MAP

PARCEL 7A TCE
0.0073 ACRE
OUT OF THE
I. & G. N. R.R. SURVEY,
ABSTRACT 365
FORT BEND COUNTY, TEXAS

JACOBS

Jacobs Engineering Group Inc.
55 Waugh Drive, Suite 800
Houston, Texas 77007
713-869-7900

SCALE:	1" = 100'	PROJ. NO.	C3X41402
DRAWN BY:	MVR	DATE	SHEET
CHK'D BY:	MVR	02/05/2009	1 of 1
APPROVED:	ARP		

Feb 05, 2009 7:29pm K:\Survey\# WH_CARLSON\C3X41402\DWG\TCE'S\PARCEL 7A TCE.dwg

PARCEL 7B TCE
DESCRIPTION OF A
0.0459 ACRE TRACT IN THE
I. & G. N. R.R. SURVEY, A-365
FORT BEND COUNTY, TEXAS

A Metes and Bounds description of a 0.0459 acre tract (2,000 square feet) of land situated in the I. & G. N. R.R. Survey, Abstract 365, Fort Bend County, Texas, being a portion of Restricted Reserve "A", Katy I.S.D., High School No. 6, and recorded under Plat Number 200520205, of the Fort Bend County Plat Records (F.B.C.P.R.); said 0.0459 acre tract being more particularly described as follows with all bearings being referenced to the Cornerstone RTK network COOP CORS station CMS2 and NGS Monument HGCSD 67;

COMMENCING at a 5/8-inch iron rod found for an interior corner of said Restricted Reserve "A", and the northeast corner of a called 9.9976 acre tract described in a Special Warranty Deed to Paladio Development, Ltd., and recorded under Clerk's File Number 2000058102, Fort Bend County Official Public Records of Real Property (F.B.C.O.P.R.R.P.);

THENCE South 42° 20' 54" West, with the common line of said Restricted Reserve "A" and said 9.9976 acre tract, at 502.83 feet, pass a 5/8-inch iron rod with cap stamped "JNS Engineers" found in the proposed easterly right-of-way of Katy-Gaston Road, at 517.80 feet, pass a point in the existing easterly right-of-way of Katy-Gaston Road, and continuing in all 602.86 feet, to a point in the existing westerly right-of-way of Katy-Gaston Road;

THENCE North 46° 27' 45" West, 997.91 feet, with the said existing westerly right-of-way of Katy-Gaston Road to the **POINT OF BEGINNING**;

THENCE South 43° 32' 15" West, 25.00 feet, to a point;

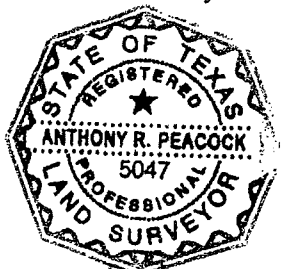
THENCE North 46° 27' 45" West, 80.00 feet, to a point;

THENCE North 43° 32' 15" East, 25.00 feet, to a point in the said existing westerly right-of-way of Katy-Gaston Road;

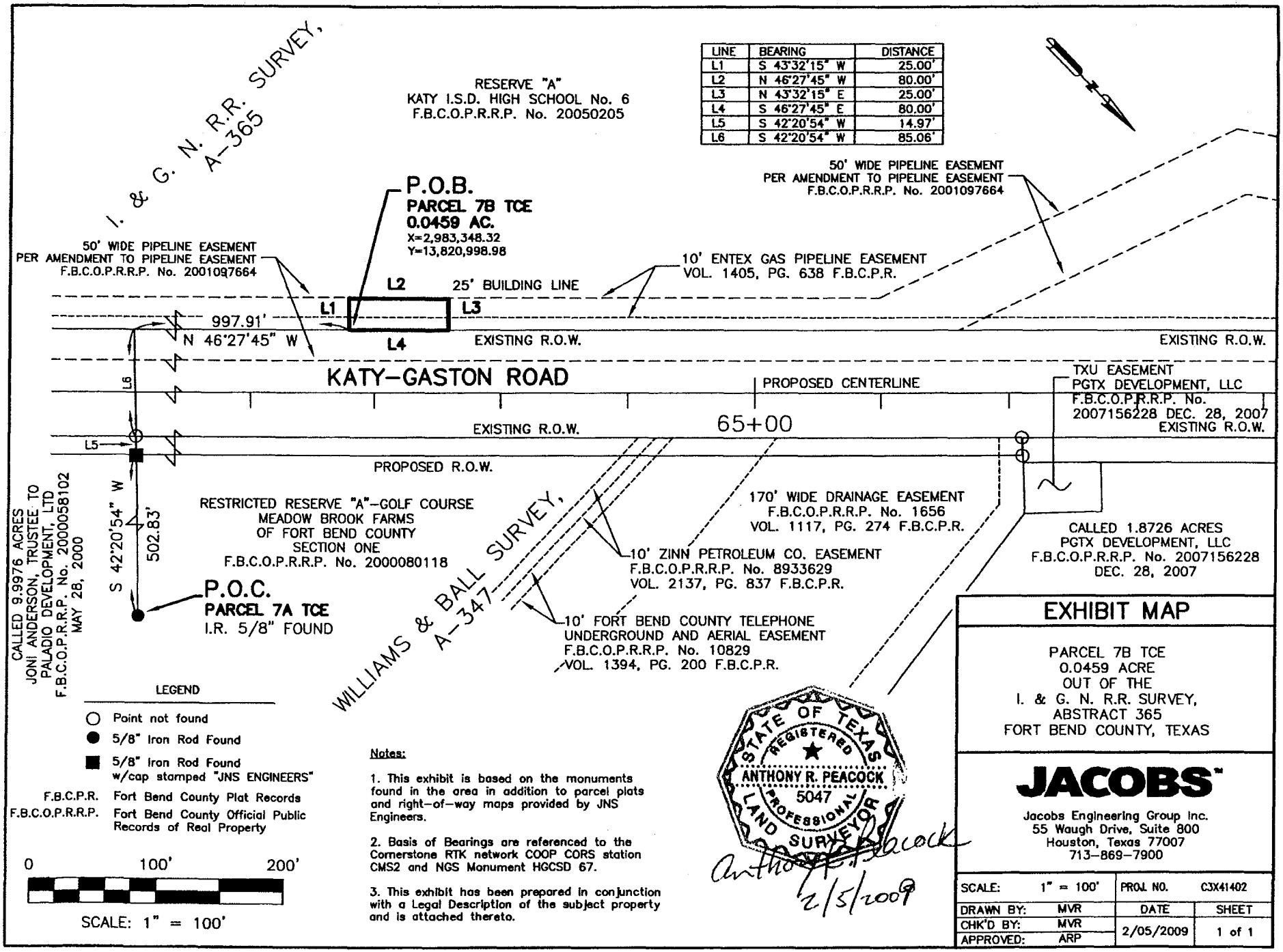
THENCE South 46° 27' 45" East, 80.00 feet, to the **POINT OF BEGINNING,** and containing 0.0459 acre of land in Fort Bend County, Texas. This description was prepared in conjunction with an Exhibit Map by Jacobs Engineering Group Inc., dated February 05, 2009;

Anthony R. Peacock

Anthony R. Peacock
Registered Professional Land Surveyor
Texas Registration No. 5047
Jacobs Engineering Group Inc.
713-869-7900
Job No. WHXH C3X41402



2/5/2009



LINE	BEARING	DISTANCE
L1	S 43°32'15" W	25.00'
L2	N 46°27'45" W	80.00'
L3	N 43°32'15" E	25.00'
L4	S 46°27'45" E	80.00'
L5	S 42°20'54" W	14.97'
L6	S 42°20'54" W	85.06'

EXHIBIT MAP

PARCEL 7B TCE
0.0459 ACRE
OUT OF THE
I. & G. N. R.R. SURVEY,
ABSTRACT 365
FORT BEND COUNTY, TEXAS

JACOBS™
Jacobs Engineering Group Inc.
55 Waugh Drive, Suite 800
Houston, Texas 77007
713-869-7900

SCALE:	1" = 100'	PROJ. NO.	C3X41402
DRAWN BY:	MVR	DATE	SHEET
CHK'D BY:	MVR	2/05/2009	1 of 1
APPROVED:	ARP		

Feb 05, 2009 6:30pm K:\Survey\# WH_CARLSON\C3X41402\DWG\TCE'S\PARCEL 7B TCE.dwg

PARCEL 12 TCE
DESCRIPTION OF A
0.0055 ACRE TRACT IN THE
CARTLIDGE AND FERGUSON SURVEY A-444
FORT BEND COUNTY, TEXAS

A Metes and Bounds description of a 0.0055 acre tract (240 square feet) of land situated in the Cartlidge and Ferguson Survey Abstract Number 444, Fort Bend County, Texas, being a portion a called 0.2478 acre tract described in deed to Cinco Ranch Southwest M.U.D. No. 1, and recorded under Clerk's File Number 2007021192, Fort Bend County Official Public Records of Real Property, (F.B.C.O.P.R.R.P.); said 0.0055 acre tract being more particularly described as follows with all bearings being referenced to the Cornerstone RTK network COOP CORS station CMS2 and NGS Monument HGCSD 67;

COMMENCING at a 5/8-inch iron rod with cap stamped "JNS Engineers" found on the common line of a called 847.4831 acre tract as described in deed to Terrabrook Cinco Ranch Southwest, L.P., and recorded under Clerk's File Number 2002071214 of the Fort Bend County Official Public Records of Real Property (F.B.C.O.P.R.R.P.), and a called 108.997 acre residue tract as described in deed to Terrabrook Cinco Southwest, L.P. and recorded under Clerk's File Number 2002071041 (F.B.C.O.P.R.R.P.), same being on the common survey line of the Cartlidge and Ferguson Survey A-444 and the I. & G.N.R.R Survey A-365;

THENCE North 46° 27' 47" West, 426.12 feet, with the proposed westerly right-of-way line of Katy-Gaston Road, to a 5/8-inch iron rod with cap stamped "JNS Engineers", found on the southerly line of said 0.2478 acre tract;

THENCE North 46° 27' 47" West, 17.39 feet, continuing with the proposed westerly right-of-way line of Katy-Gaston Road, to the **POINT OF BEGINNING**;

THENCE North 46° 27' 47" West, 24.00 feet, to a point;

THENCE North 43° 32' 13" East, 10.00 feet, to a point;

THENCE South 46° 27' 47" East, 24.00 feet, with the said proposed westerly right-of-way line of Katy-Gaston Road to a point;

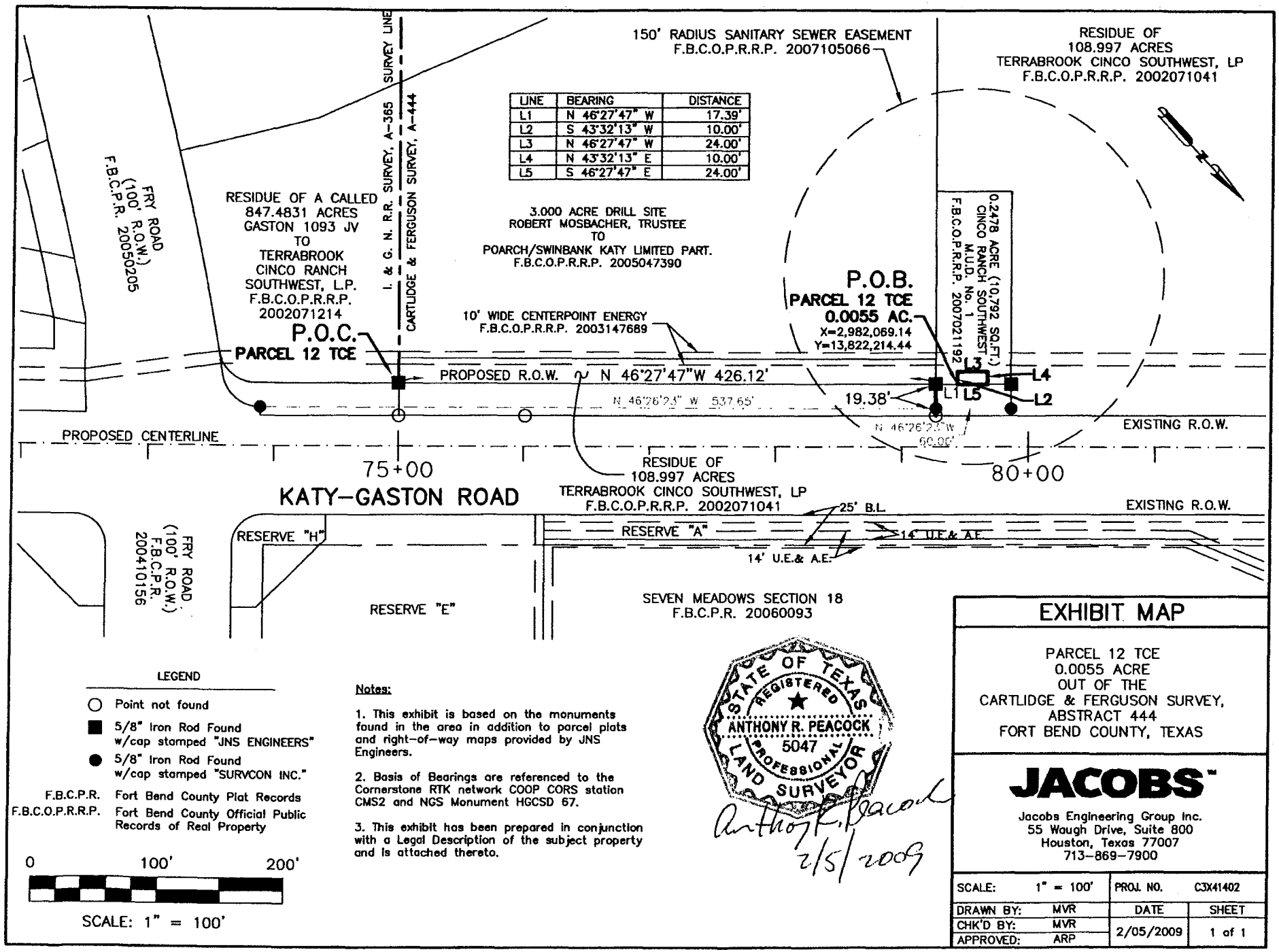
THENCE South 43° 32' 13" West, 10.00 feet, to the **POINT OF BEGINNING,** and containing 0.0055 acre of land in Fort Bend County, Texas. This description was prepared in conjunction with an Exhibit Map by Jacobs Engineering Group Inc., dated February 5, 2009;

Anthony R. Peacock

Anthony R. Peacock
Registered Professional Land Surveyor
Texas Registration No. 5047

2/5/2009

Jacobs Engineering Group Inc.
713-869-7900
Job No. WHXH C3X41402



LINE	BEARING	DISTANCE
L1	N 46°27'47" W	17.39'
L2	S 43°32'13" W	10.00'
L3	N 46°27'47" W	24.00'
L4	N 43°32'13" E	10.00'
L5	S 46°27'47" E	24.00'

LEGEND

- ○ Point not found
- ■ 5/8" Iron Rod Found w/cap stamped "JNS ENGINEERS"
- ● 5/8" Iron Rod Found w/cap stamped "SURVCON INC."
- F.B.C.P.R. Fort Bend County Plat Records
- F.B.C.O.P.R.R.P. Fort Bend County Official Public Records of Real Property

0 100' 200'

SCALE: 1" = 100'

Notes:

1. This exhibit is based on the monuments found in the area in addition to parcel plats and right-of-way maps provided by JNS Engineers.
2. Basis of Bearings are referenced to the Cornerstone RTK network COOP CORS station CMS2 and NGS Monument HGCSD 67.
3. This exhibit has been prepared in conjunction with a Legal Description of the subject property and is attached thereto.

STATE OF TEXAS
REGISTERED
ANTHONY R. PEACOCK
5047
PROFESSIONAL
LAND SURVEYOR

Anthony R. Peacock
2/5/2009

EXHIBIT MAP

PARCEL 12 TCE
0.0055 ACRE
OUT OF THE
CARTLIDGE & FERGUSON SURVEY,
ABSTRACT 444
FORT BEND COUNTY, TEXAS

JACOBS™

Jacobs Engineering Group Inc.
55 Waugh Drive, Suite 800
Houston, Texas 77007
713-869-7900

SCALE:	1" = 100'	PROJ. NO.	C3X41402
DRAWN BY:	MVR	DATE	SHEET
CHK'D BY:	MVR	2/05/2009	1 of 1
APPROVED:	ARP		

Feb 05, 2009 8:03pm K:\Survey\# WH_CARLSON\C3X41402\DWG\TCE'S\PARCEL_12 TCE.dwg

STATE OF TEXAS

COUNTY OF FORT BEND

WALTON – HILL A SURVEY
ABSTRACT NO. 435
WALTON – HILL B SURVEY
PARCEL NO. 4A

DESCRIPTION

Description of a 0.3047 acre (13,274 square foot) tract of land in the Walton-Hill-Walton A Survey, Abstract No. 435 and the Walton-Hill-Walton B Survey, Abstract No. 434, Fort Bend County, Texas , being a part of that certain tract of land called 178.04 acres as described in the Deed to Terrabrook Cinco Ranch Southwest, L.P. dated July 14, 2004 and recorded under F.B.C.C.F. No. 2004086008, the subject 0.3047 acre tract being more particularly described by metes and bounds as follows (with bearings referenced to the Cornerstone RTK Network Coop CORs Station "CMS2" and NGS Monument "AGC5D67"):

COMMENCING at a Benchmark capped iron rod found in the northerly right-of-way of FM 1093 and being the southerly common corner of he said 178.04 acre tract and a called 43.3670 acre tract as described in the deed o Derwanna Ann Palio Grover Debra Ann Palio Stephens dated December 31, 2002 recorded under F.B.C.C.F. No. 2003010566;

THENCE , N 02° 06' 47" E, along the common line of the said 178.04 acre and 43.3670 acre tracts, a distance of 1,925.54 feet to a 5/8 – inch capped iron rod stamped "JNS Engineers" set in the proposed westerly right-of-way of Katy –Gaston Road marking the POINT OF BEGINNING of the herein described tract;

THENCE, N 47° 33' 20" W, along the said proposed westerly right-of-way, a distance of 672.17 feet to a point in the southerly right-of-way of Summerset Ridge Lane as shown on the plat recorded under Plat No. 20070303 of the Plat Records of Fort Bend County from which a survcon capped iron rod bears S 42° 26"W, 0.8 feet;

THENCE, N 42° 25' 58" E, along the said southerly right-of-way, a distance of 20.00 feet to a point in the westerly prescriptive right-of-way of Katy-Gaston Road (based on a width of 60 feet);

THENCE, S 47° 33' 20" E, along the said westerly prescriptive right –of-way, a distance of 655.19 feet to the northeasterly common corner of the aforementioned 178,04 acre and 43.3670 acre tracts from which a Benchmark capped iron rod bears S 06° 20' w – 0.4 feet;

THENCE, S 02° 06' 47" W, along the common boundary line of the 178.04 acre and 43.3670 acre tracts, a distance of 26.24 feet to the POINT OF BEGINNING and containing 0.3047 acre (13,3274 square feet) of land.

This description was prepared in conjunction with a survey map prepared by JNS Consulting Engineers, Inc., dated June 16, 2008.

Jon N. Strange 8/19/08

Jon N. Strange
Registered Professional Land Surveyor No. 4417

DATE: 8/19/08
JOB NO: 580-01
JNS Consulting Engineers, Inc.
17171 Park Row, Suite 160
Houston, Texas 77084
(713) 973-9139

STATE OF TEXAS

COUNTY OF FORT BEND

WALTON – HILL B SURVEY
ABSTRACT NO. 434
PARCEL 4B

DESCRIPTION

Description of a 0.3512 acre (15,298 square foot) tract of land in the Walton-Hill-Walton A Survey, Abstract No. 435 and the Walton-Hill-Walton B Survey, Abstract No. 434, Fort Bend County, Texas , being a part of that certain tract of land called 178.04 acres as described in the Deed to Terrabrook Cinco Ranch Southwest, L.P. dated July 14, 2004 and recorded under F.B.C.C.F. No. 2004086008, the subject 0.3047 acre tract being more particularly described by metes and bounds as follows (with bearings referenced to the Cornerstone RTK Network Coop CORs Station "CMS2" and NGS Monument "AGC5D67"):

COMMENCING at the southerly corner of the Katy I.S.D. High School No. 6 Reserve "A" recorded under F.B.C.P.R. No. 20050205 and being in the common line with the said 178.04 acre tract from which a Benchmark capped iron rod bears S 76° 3 E, 0.6 Feet;

THENCE, N 42° 22' 54" E, along the common line of the said 178.04 acre tract and the Katy I.S.D. Reserve "A" a distance of 2,261.06 feet to the northeasterly corner of the Katy I.S.D. Reserve "A" in the proposed westerly right-of-way of Katy – Gaston Road marking the POINT OF BEGINNING of the herein described tract, from which Benchmark capped iron rod bears S 46° 22' E, 0.2 feet;

THENCE, N 42° 22' 54" E along the northwesterly line of the said 178.04 acre tract, a distance of 20.00 feet to the northerly corner of the 178.04 acre tract and being in the prescriptive westerly right-of-way of Katy-Gaston Road (based on a width of 60 feet) from which a 5/8-inch iron rods bears S42°, 36' w, 0.3 feet;

THENCE, N 47° 33' 20" E, along the westerly right-of-way, a distance of 764.91 feet to a point in the northerly right-of-way of Summerset Ridge Lane as shown on the plat recorded under Fort Bend County Plat Records No. 20070303;

THENCE , N 42° 25' 58" W, along the northerly right-of-way, a distance of 20.00 feet to a point in the aforementioned proposed westerly right-of-way of Katy-Gaston from which a Survcon capped iron rod bears S 42° 26' W, 0.8 feet;

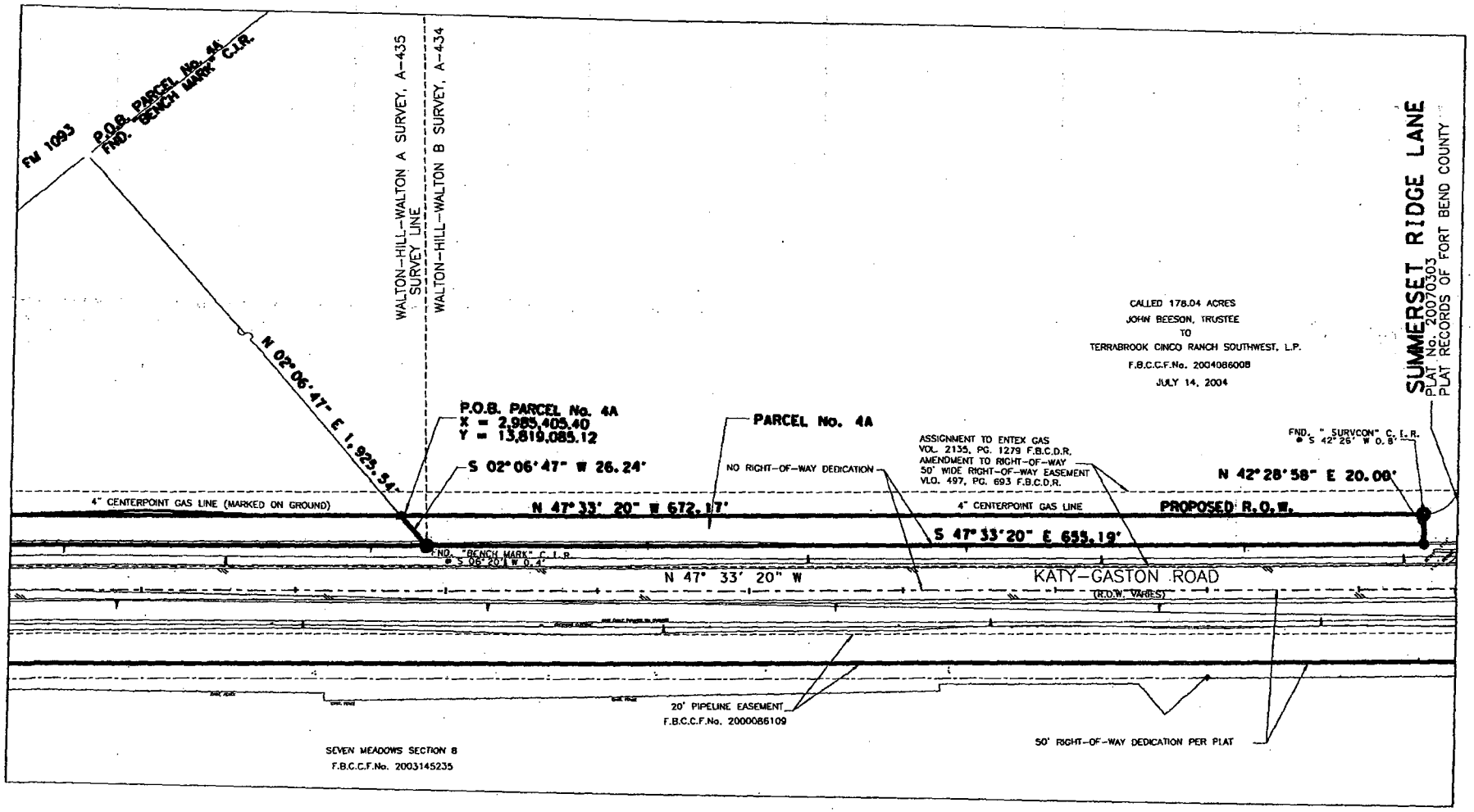
THENCE, N 47° 33' 20" W, along the proposed westerly right-of-way, a distance of 764.89 feed to the POINT OF BEGINNING an containing 0.3512 acres (15,298 square feet) of land;

This description was prepared in conjunction with a survey map prepared by JNS Consulting Engineers, Inc., dated June 16, 2008.

8/19/08

Jon N. Strange
Registered Professional Land Surveyor No. 4417

DATE: 8/19/08
JOB NO: 580-01
JNS Consulting Engineers, Inc.
17171 Park Row, Suite 160
Houston, Texas 77084
(713) 973-9139



0 100 200

SCALE 1"=100'

● NOT FOUND

■ INDICATES SET 5/8"I.R. "JNS ENGINEERS" CAP OR AS NOTED

⊙ INDICATES FOUND MONUMENT AS NOTED

...\CAD\PARCELS\KGparcel4AB.dgn 08/19/2008 11:34:40 AM

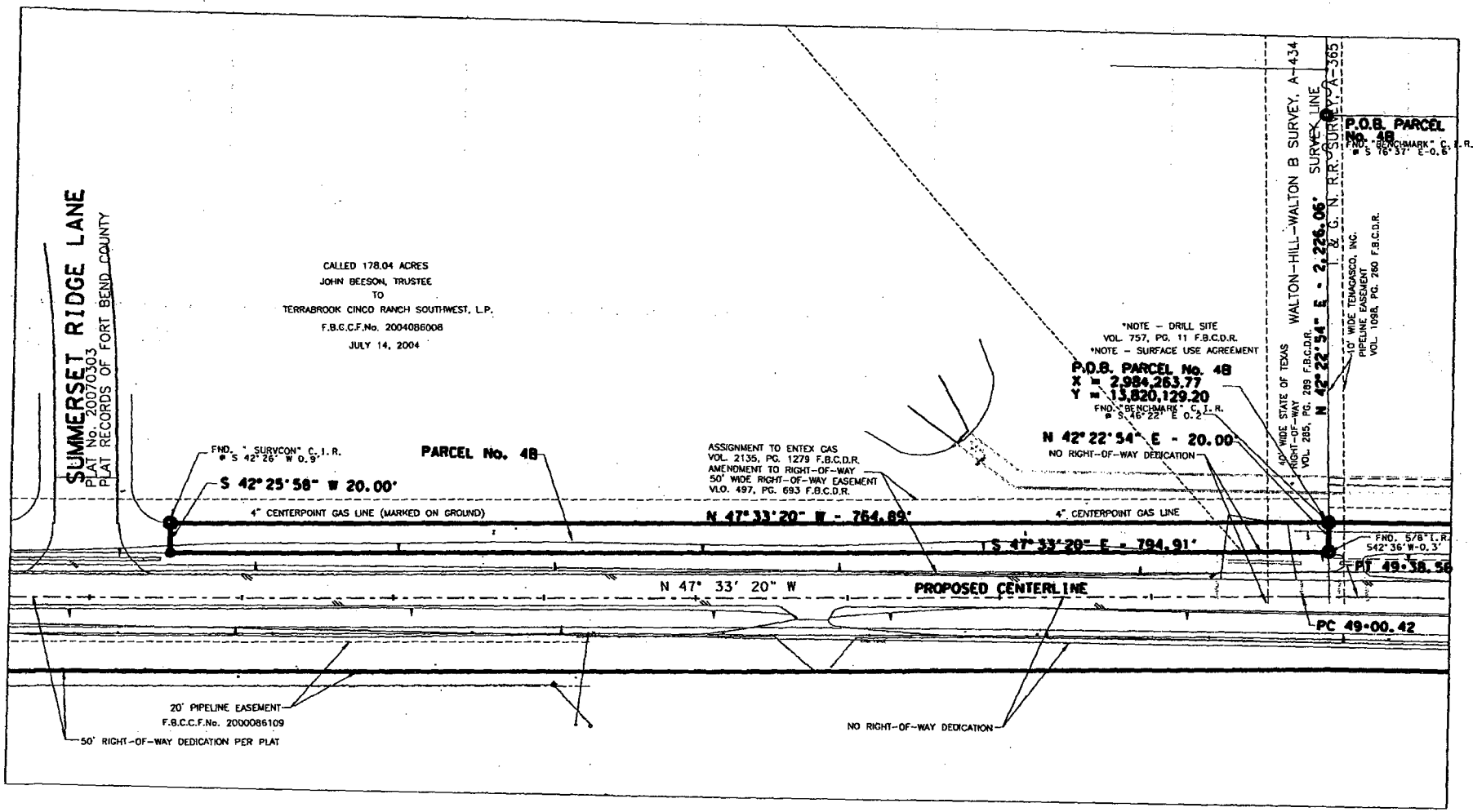
PARCEL PLAT
SHOWING PROPERTY OF

PARCEL 4A

SHEET 1 OF 3

KATY GASTON ROAD
FT. BEND COUNTY, TEXAS

J.N.S. JUNE, 2008
SCALE 1"=100'



0 100 200

SCALE 1"=100'

● NOT FOUND

■ INDICATES SET 5/8" I.R. "JNS ENGINEERS" CAP OR AS NOTED

⊙ INDICATES FOUND MONUMENT AS NOTED

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PARCEL PLAT
SHOWING PROPERTY OF

PARCEL 4B

SHEET 2 OF 3

KATY GASTON ROAD
FT. BEND COUNTY, TEXAS

J.N.S. JUNE, 2008
SCALE 1"=100'

EXISTING	TAKING		REMAINING
RESIDUE	0.3047 AC	13,274 SF	A
178.04	0.3511 AC	15,298 SF	B

NOTES

1. F.B.C.C.F. =FORT BEND COUNTY CLERK'S FILE.
2. F.B.C.P.R. =FORT BEND COUNTY PLAT RECORDS.
3. ABSTRACTING PREFORMED DEC. 2007.
4. FIELD SURVEY PREFORMED MAY 2008.
5. THE BEARINGS HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983 (NAD'83), 1993 ADJUSTMENT

I HEREBY CERTIFY THAT THIS PLAT IS BASED ON AN ON THE GROUND SURVEY MADE UNDER MY SUPERVISION AND, TO THE BEST OF MY KNOWLEDGE, IS TRUE AND CORRECT.

8/19/08

JON N. STRANGE R.P.L.S. NO. 4417

JNS CONSULTING ENGINEERS, INC.
17171 PARK ROW, SUITE 160
HOUSTON, TEXAS 77084
(713) 973-9139

PARCEL PLAT
SHOWING PROPERTY OF

PARCEL 4A & 4B

SHEET 3 OF 3

KATY GASTON ROAD
FT. BEND COUNTY, TEXAS

J.N.S. JUNE, 2008
SCALE 1"=100'

■ INDICATES SET 5/8"I.R. WITH "JNS ENGINEERS" CAP OR AS NOTED
● INDICATES NOT FOUND
⊙ INDICATES FOUND MONUMENT AS NOTED

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PARCEL 5
DESCRIPTION OF A
0.8188 ACRE TRACT IN THE
WILLIAMS & BALL SURVEY, A-347
FORT BEND COUNTY, TEXAS

A Metes and Bounds description of a 0.8188 acre tract (35,666 square feet) of land situated in the Williams & Ball Survey, Abstract Number 347, Fort Bend County, Texas, being a portion of a called 9.9976 acre tract described in a Special Warranty Deed to Paladio Development, Ltd., and recorded under Clerk's File Number 2000058102, Fort Bend County Official Public Records of Real Property, (F.B.C.O.P.R.R.P.); said 0.8188 acre tract being more particularly described as follows with all bearings being referenced to the Cornerstone RTK network COOP CORS station CMS2 and NGS Monument HGCSD 67;

COMMENCING at a 5/8-inch iron rod found for the northeast corner of said 9.9976 acre tract, same being an interior corner of Restricted Reserve "A" of a subdivision referred to as Meadowbrook Farms of Fort Bend County, Section One, and recorded under Plat Number 2000080118, of the Fort Bend County Plat Records (F.B.C.P.R.);

THENCE South 42° 20' 54" West, 502.83 feet, with the common line of said 9.9976 acre tract and Restricted Reserve "A", to a 5/8-inch iron rod with cap stamped "JNS Engineers" found in the proposed easterly right-of-way of Katy-Gaston Road for the **POINT OF BEGINNING**;

THENCE South 46° 27' 47" East, 244.60 feet, with the proposed easterly right-of-way of Katy-Gaston Road, to a 5/8-inch iron rod with cap stamped "JNS Engineers", found for the beginning of a curve to the left;

THENCE continuing in a southeasterly direction with the proposed easterly right-of-way of Katy-Gaston Road, along the arc of said curve to the left, having a radius of 1950.00 feet, an arc length of 37.18 feet, a central angle of 01° 05' 33", and a chord bearing South 47° 00' 34" East, 37.18 feet, to a 5/8-inch iron rod with cap stamped "JNS Engineers" found;

THENCE South 47° 33' 20" East, 470.28 feet, with the proposed easterly right-of-way of Katy-Gaston Road, to a 5/8-inch iron rod with cap stamped "JNS Engineers", found on the common line of said 9.9976 acre tract, and a subdivision referred to as Seven Meadows, Section 8, and recorded under Plat Number 2003145235 (F.B.C.P.R.);

THENCE South 42° 02' 24" West, 50.00 feet, with the common line of said 9.9976 acre tract and Seven Meadows, Section 8, to a point for corner;

THENCE North 47° 33' 20" West, 233.89 feet, to an angle point;

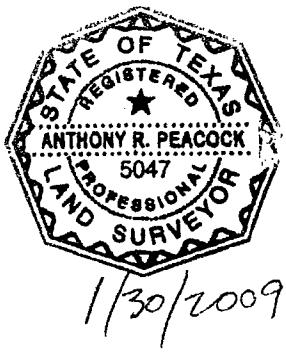
THENCE North 46° 26' 45" West, 518.50 feet, to a point in the aforementioned common line of said 9.9976 acre tract, and Meadowbrook Farms of Fort Bend County, Section One;

THENCE North 42° 20' 54" East, 44.98 feet, with the aforementioned common line of said 9.9976 acre tract, and Meadowbrook Farms of Fort Bend County, Section One to the **POINT OF BEGINNING,** and containing 0.8188 acre of land in Fort Bend County, Texas. This description was prepared in conjunction with a parcel plat by Jacobs Engineering Group Inc., dated January 30, 2009;

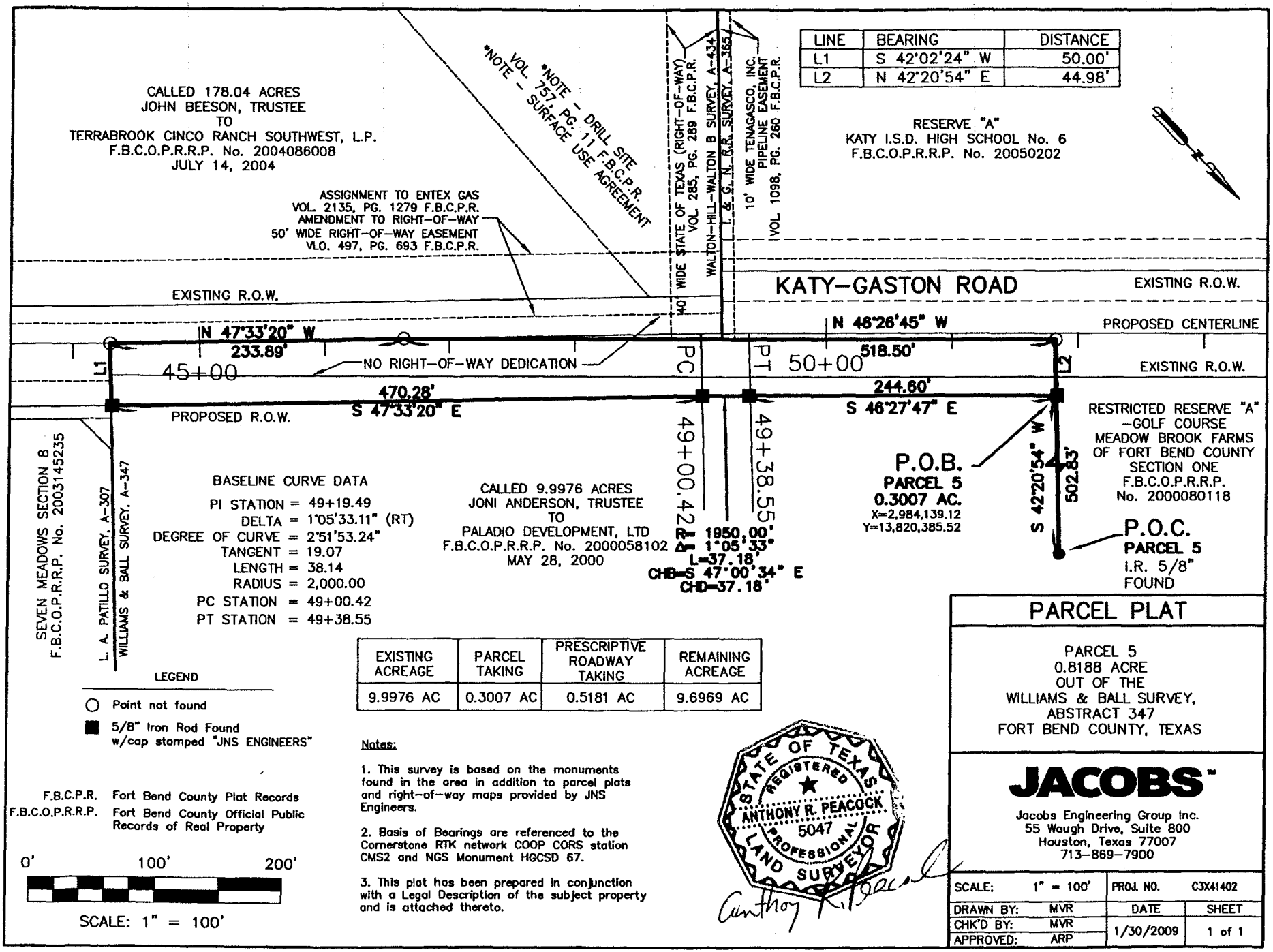
Anthony R. Peacock

Anthony R. Peacock
Registered Professional Land Surveyor
Texas Registration No. 5047

Jacobs Engineering Group Inc.
713-869-7900
Job No. WHXH C3X41402



1/30/2009



LINE	BEARING	DISTANCE
L1	S 42°02'24" W	50.00'
L2	N 42°20'54" E	44.98'

BASELINE CURVE DATA

PI STATION = 49+19.49
DELTA = 1°05'33.11" (RT)
DEGREE OF CURVE = 2°51'53.24"
TANGENT = 19.07
LENGTH = 38.14
RADIUS = 2,000.00
PC STATION = 49+00.42
PT STATION = 49+38.55

LEGEND

○ Point not found

■ 5/8" Iron Rod Found w/cap stamped "JNS ENGINEERS"

F.B.C.P.R. Fort Bend County Plat Records
F.B.C.O.P.R.R.P. Fort Bend County Official Public Records of Real Property

0' 100' 200'

SCALE: 1" = 100'

EXISTING ACREAGE	PARCEL TAKING	PRESCRIPTIVE ROADWAY TAKING	REMAINING ACREAGE
9.9976 AC	0.3007 AC	0.5181 AC	9.6969 AC

Notes:

1. This survey is based on the monuments found in the area in addition to parcel plats and right-of-way maps provided by JNS Engineers.

2. Basis of Bearings are referenced to the Cornerstone RTK network COOP CORS station CMS2 and NGS Monument HGCSD 67.

3. This plat has been prepared in conjunction with a Legal Description of the subject property and is attached thereto.

STATE OF TEXAS
REGISTERED
ANTHONY R. PEACOCK
5047
PROFESSIONAL
LAND SURVEYOR

PARCEL PLAT

PARCEL 5
0.8188 ACRE
OUT OF THE
WILLIAMS & BALL SURVEY,
ABSTRACT 347
FORT BEND COUNTY, TEXAS

JACOBS™
Jacobs Engineering Group Inc.
55 Waugh Drive, Suite 800
Houston, Texas 77007
713-869-7900

SCALE:	1" = 100'	PROJ. NO.	C3X41402
DRAWN BY:	MVR	DATE	SHEET
CHK'D BY:	MVR	1/30/2009	1 of 1
APPROVED:	ARP		

Feb 02, 2009 7:12am K:\Survey\# WH_CARLSON\C3X41402\DWG\EXIBITS\PARCEL_5.dwg

PARCEL 6
DESCRIPTION OF A
0.5167 ACRE TRACT IN THE
WILLIAMS & BALL SURVEY, A-347
FORT BEND COUNTY, TEXAS

A Metes and Bounds description of a 0.5167 acre tract (22,508 square feet) of land situated in the Williams & Ball Survey, Abstract Number 347, Fort Bend County, Texas, being a portion of Restricted Reserve "A", of a subdivision referred to as Meadowbrook Farms of Fort Bend County, Section One, and recorded under Plat Number 2000080118, of the Fort Bend County Plat Records (F.B.C.P.R.); said 0.5167 acre tract being more particularly described as follows with all bearings being referenced to the Cornerstone RTK network COOP CORS station CMS2 and NGS Monument HGCSD 67;

COMMENCING at a 5/8-inch iron rod found for an interior corner of said Restricted Reserve "A", and the northeast corner of a called 9.9976 acre tract described in a Special Warranty Deed to Paladio Development, Ltd., and recorded under Clerk's File Number 2000058102, Fort Bend County Official Public Records of Real Property (F.B.C.O.P.R.R.P.);

THENCE South 42° 20' 54" West, 502.83 feet, with the common line of said Restricted Reserve "A" and said 9.9976 acre tract, to a 5/8-inch iron rod with cap stamped "JNS Engineers" found in the proposed easterly right-of-way of Katy-Gaston Road for the **POINT OF BEGINNING**;

THENCE South 42° 20' 54" West, 14.97 feet, continuing with the common line of said Restricted Reserve "A" and said 9.9976 acre tract, to a point in the existing easterly right-of-way of Katy-Gaston Road (60-foot width), as recorded in the said plat to Meadowbrook Farms of Fort Bend County, Section One;

THENCE North 46° 26' 45" West, 1527.30 feet, with the said existing easterly right-of-way of Katy-Gaston Road, to a point for a northwesterly corner of said Restricted Reserve "A";

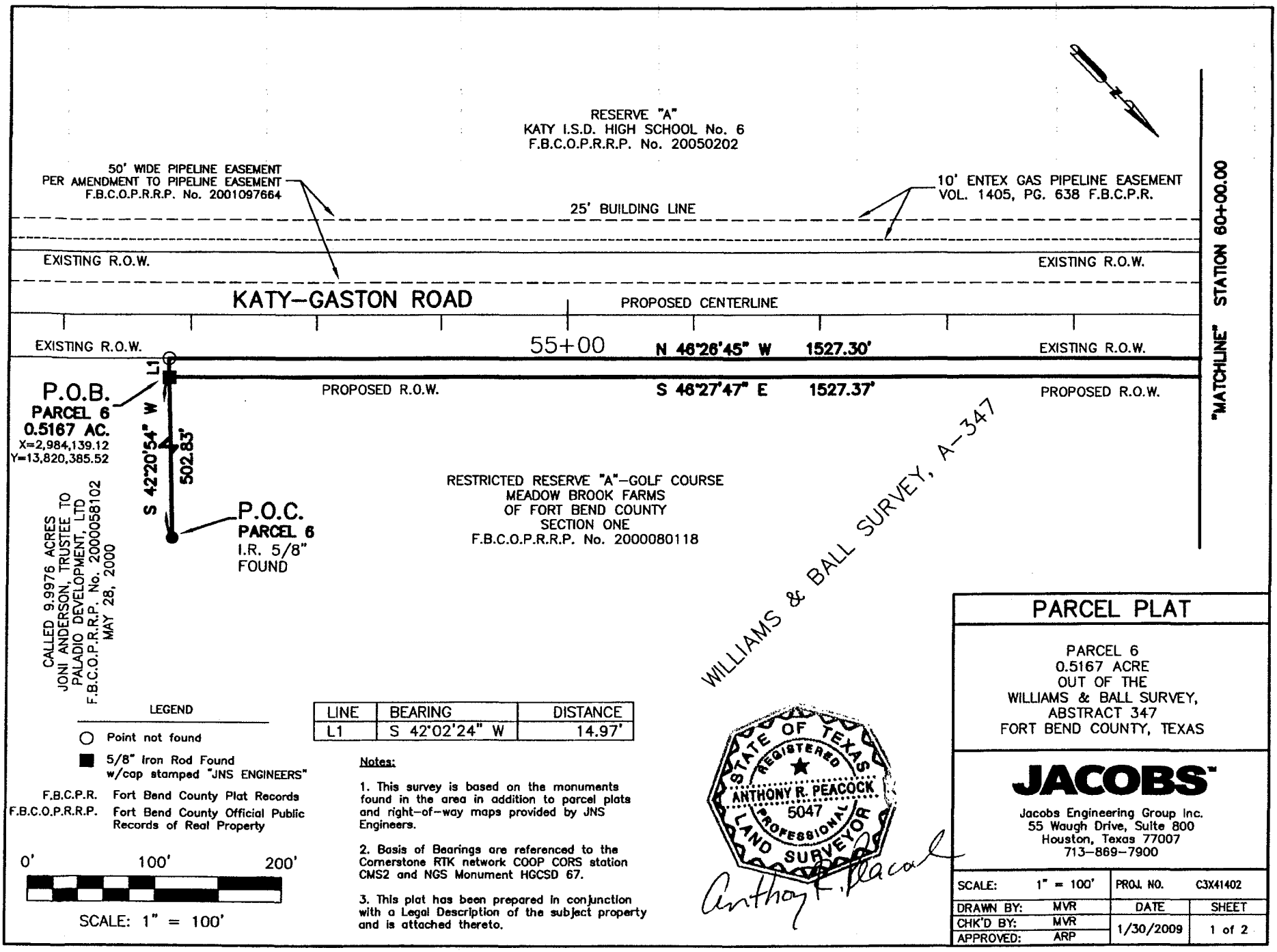
THENCE North 42° 01' 43" East, 14.51 feet, with the northerly boundary of said Restricted Reserve "A", to a 5/8-inch iron rod with cap stamped "JNS Engineers" found in the aforementioned proposed easterly right-of-way of Katy-Gaston Road;

THENCE South 46° 27' 47" East, 1527.37 feet, with the said proposed easterly right-of-way of Katy-Gaston Road, to the **POINT OF BEGINNING,** and containing 0.5167 acre of land in Fort Bend County, Texas. This description was prepared in conjunction with a parcel plat by Jacobs Engineering Group Inc., dated January 30, 2009;

Anthony R. Peacock
Registered Professional Land Surveyor
Texas Registration No. 5047

1/30/2009

Jacobs Engineering Group Inc.
713-869-7900
Job No. WHXH C3X41402



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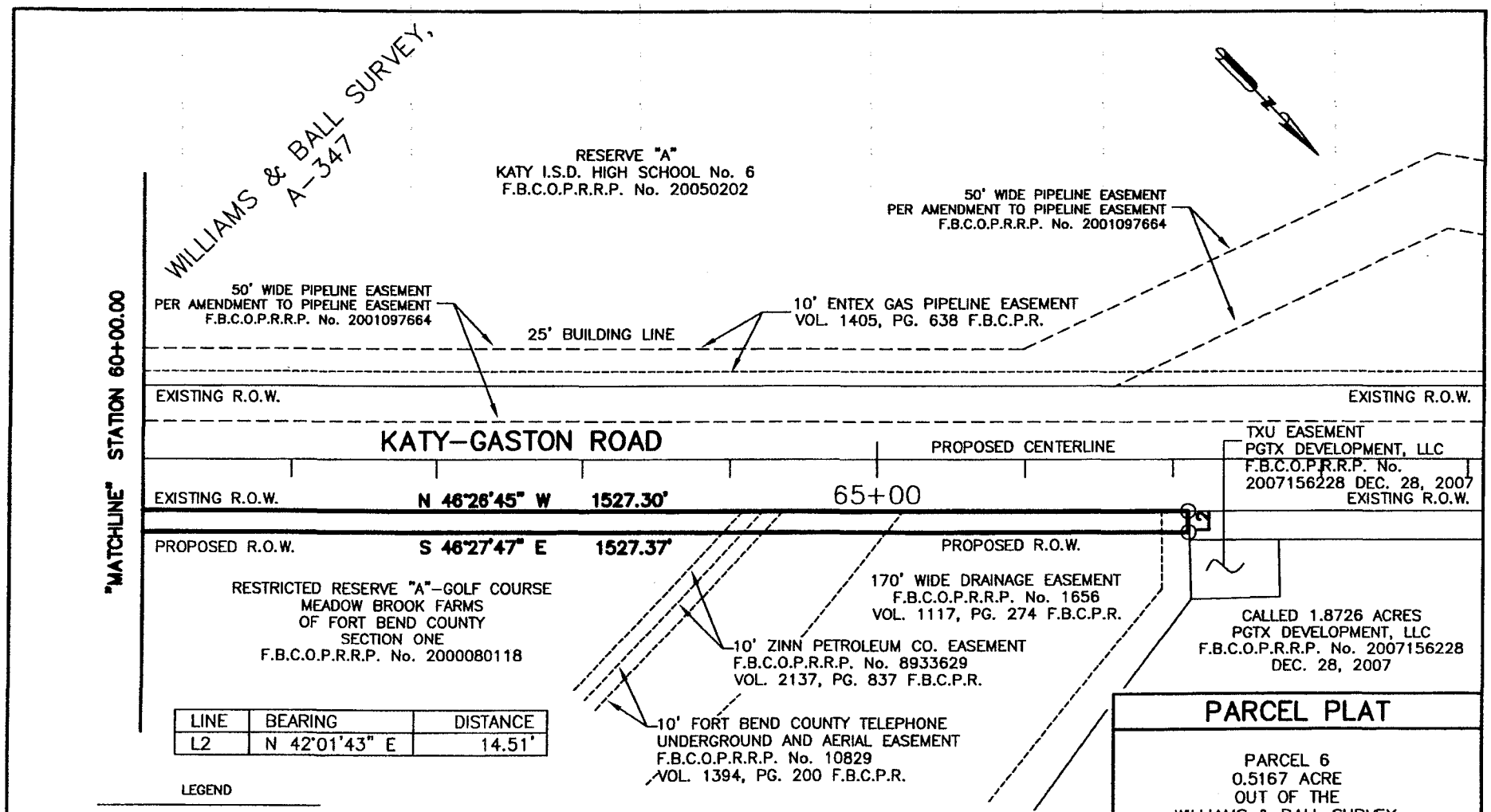


LINE	BEARING	DISTANCE
L2	N 42°01'43" E	14.51'

LEGEND

- ○ Point not found
- ■ 5/8" Iron Rod Found w/cap stamped "JNS ENGINEERS"

F.B.C.P.R. Fort Bend County Plat Records
F.B.C.O.P.R.R.P. Fort Bend County Official Public Records of Real Property

0' 100' 200'

SCALE: 1" = 100'

Notes:

1. This survey is based on the monuments found in the area in addition to parcel plats and right-of-way maps provided by JNS Engineers.

2. Basis of Bearings are referenced to the Cornerstone RTK network COOP CORS station CMS2 and NGS Monument HGCSD 67.

3. This plat has been prepared in conjunction with a Legal Description of the subject property and is attached thereto.

STATE OF TEXAS
REGISTERED
ANTHONY R. PEACOCK
5047
PROFESSIONAL
LAND SURVEYOR

PARCEL PLAT

PARCEL 6
0.5167 ACRE
OUT OF THE
WILLIAMS & BALL SURVEY,
ABSTRACT 347
FORT BEND COUNTY, TEXAS

JACOBS™
Jacobs Engineering Group Inc.
55 Waugh Drive, Suite 800
Houston, Texas 77007
713-869-7900

SCALE:	1" = 100'	PROJ. NO.	C3X41402
DRAWN BY:	MVR	DATE	SHEET
CHK'D BY:	MVR	1/30/2009	2 of 2
APPROVED:	ARP		

Feb 02, 2009 7:17am K:\Survey\# WH_CARLSON\C3X41402\DWG\EXIBITS\PARCEL_6B.dwg

PARCEL 7
DESCRIPTION OF A
0.0045 ACRE TRACT IN THE
I. & G. N. R.R. SURVEY, A-365
FORT BEND COUNTY, TEXAS

A Metes and Bounds description of a 0.0045 acre tract (195 square feet) of land situated in the I. & G. N. R.R. Survey, Abstract 365, Fort Bend County, Texas, being a portion of Restricted Reserve "A", Katy I.S.D., High School No. 6, and recorded under Plat Number 200520205, of the Fort Bend County Plat Records (F.B.C.P.R.); said 0.0045 acre tract being more particularly described as follows with all bearings being referenced to the Cornerstone RTK network COOP CORS station CMS2 and NGS Monument HGCSD 67;

COMMENCING at and angle point in the southerly right-of-way of Fry Road (called 100-foot width) as shown on said plat to Katy I.S.D. High School No. 6, from which a 3/4-inch iron rod bears South 00° 07' West, 0.8 feet;

THENCE North 43° 22' 15" East, 20.46 feet, with the southerly right-of-way of Fry Road to a 5/8-inch iron rod with cap stamped "JNS Engineers", found in the proposed westerly right-of-way of Katy-Gaston for the **POINT OF BEGINNING**;

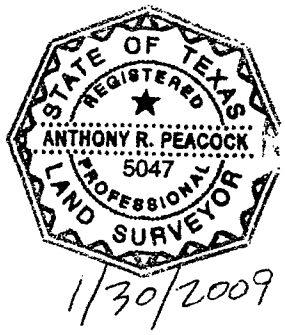
THENCE North 43° 22' 15" East, 30.10 feet, with the southerly right-of-way of Fry Road to a point for the most northeasterly corner of said Restricted Reserve "A", same being the intersection of the southerly right-of-way of Fry Road, and the existing westerly right-of-way of Katy-Gaston Road, as shown on said plat to Katy I.S.D.;

THENCE South 46° 26' 23" East, 30.09 feet, with the westerly right-of-way of Katy-Gaston, to a 5/8-inch iron rod with cap stamped "JNS Engineers", found for the beginning of a non-tangent curve to the left;

THENCE in a westerly direction, along the arc of said curve to the left, with the proposed westerly right-of-way of Katy-Gaston Road, having a radius of 30.00 feet, an arc length of 47.21 feet, a central angle of 90° 09' 58", and a chord bearing South 88° 27' 14" West, 42.49 feet to the **POINT OF BEGINNING,** and containing 0.0045 acre of land in Fort Bend County, Texas. This description was prepared in conjunction with a parcel plat by Jacobs Engineering Group Inc., dated January 30, 2009;

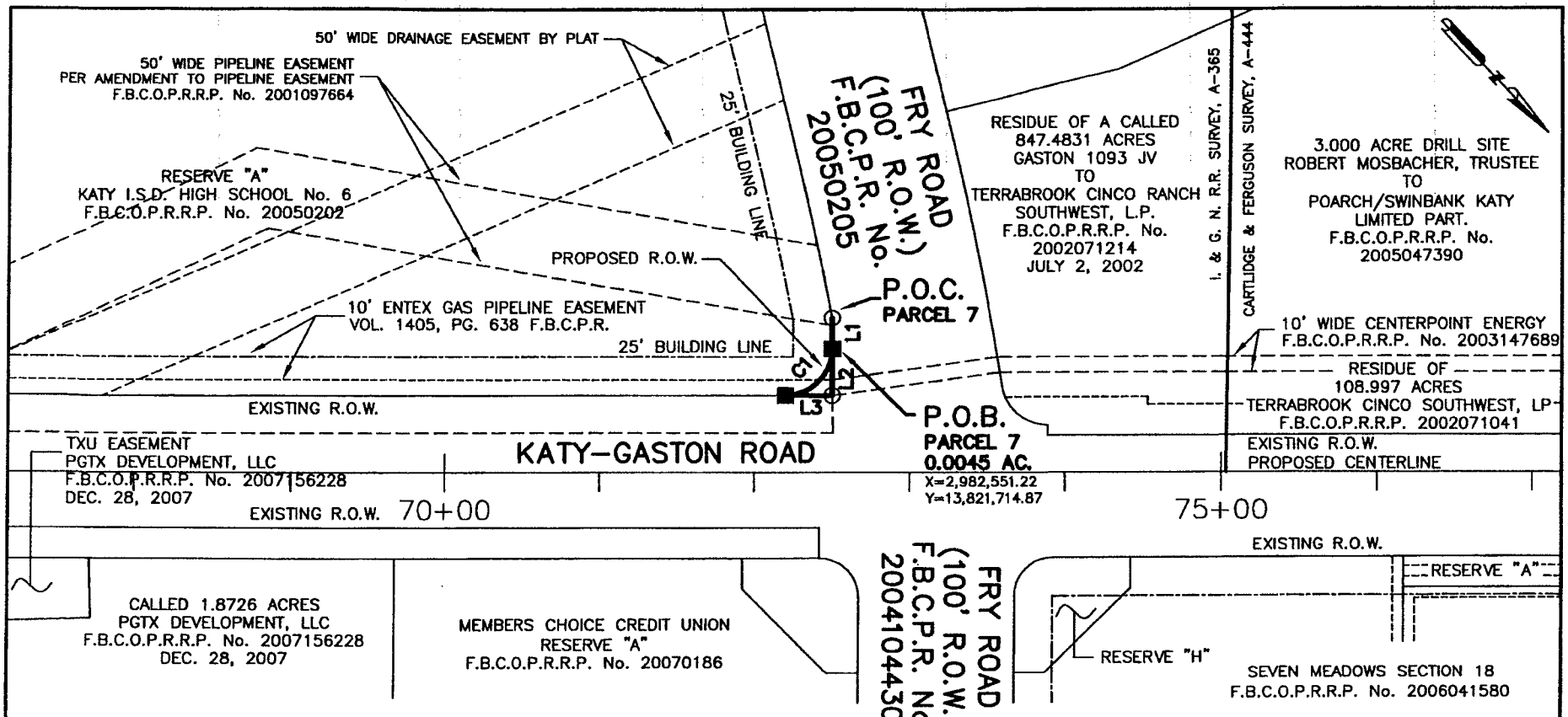
Anthony R. Peacock

Anthony R. Peacock
Registered Professional Land Surveyor
Texas Registration No. 5047



1/30/2009

Jacobs Engineering Group Inc.
713-869-7900
Job No. WHXH C3X41402



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	30.00'	47.21'	42.49'	S 88°27'14" W	90°09'58"

LINE	BEARING	DISTANCE
L1	N 43°22'15" E	20.46'
L2	N 43°22'15" E	30.10'
L3	S 46°26'23" E	30.09'

LEGEND

○ Point not found

■ 5/8" Iron Rod Found w/cap stamped "JNS ENGINEERS"

F.B.C.P.R. Fort Bend County Plat Records

F.B.C.O.P.R.R.P. Fort Bend County Official Public Records of Real Property

0' 100' 200'

SCALE: 1" = 100'

Notes:

1. This survey is based on the monuments found in the area in addition to parcel plats and right-of-way maps provided by JNS Engineers.

2. Basis of Bearings are referenced to the Cornerstone RTK network COOP CORS station CMS2 and NGS Monument HGCSD 67.

3. This plat has been prepared in conjunction with a Legal Description of the subject property and is attached thereto.

STATE OF TEXAS
REGISTERED
ANTHONY R. PEACOCK
5047
PROFESSIONAL
LAND SURVEYOR

Anthony R. Peacock

PARCEL PLAT

PARCEL 7
0.0045 ACRE
OUT OF THE
I. & G. N. R.R. SURVEY,
ABSTRACT 365
FORT BEND COUNTY, TEXAS

JACOBS

Jacobs Engineering Group Inc.
55 Waugh Drive, Suite 800
Houston, Texas 77007
713-869-7900

SCALE:	1" = 100'	PROJ. NO.	C3X41402
DRAWN BY:	MVR	DATE	SHEET
CHK'D BY:	MVR	1/30/2009	1 of 1
APPROVED:	ARP		

Feb 02, 2009 7:24am K:\Survey\# WH_CARLSON\C3X41402\DWG\EXIBITS\PARCEL_7.dwg

PARCEL 8
DESCRIPTION OF A
0.0853 ACRE TRACT IN THE
WILLIAMS & BALL SURVEY, A-347
FORT BEND COUNTY, TEXAS

A Metes and Bounds description of a 0.0853 acre tract (3,717 square feet) of land situated in the Williams & Ball Survey, Abstract Number 347, Fort Bend County, Texas, being a portion of a residue of a called 533.6430 acre tract, as described in deed to NNP Seven Meadows, L.P., and recorded under Clerk's File Number 2000086104 of the Fort Bend County Official Public Records of Real Property (F.B.C.O.P.R.R.P.); said 0.0853 acre tract being more particularly described as follows with all bearings being referenced to the Cornerstone RTK network COOP CORS station CMS2 and NGS Monument HGCSD 67;

COMMENCING at a 5/8-inch iron rod with cap stamped "Halff" found for the south corner of a tract referred to as Members Choice Credit Union, Restricted Reserve "A", recorded under Clerk's File Number 20070186 (F.B.C.O.P.R.R.P.), and the west corner of a called 1.8726 acre tract described in deed to PGTX Development, L.L.C., and recorded under Clerk's File Number 2007156228 (F.B.C.O.P.R.R.P.), same being on the easterly proposed right-of-way line of Katy-Gaston Road;

THENCE South 43° 33' 15" West, 5.48 feet, with the southerly line of said tract to Members Choice Credit Union, to a 5/8-inch iron with cap stamped "Jacobs", set for the **POINT OF BEGINNING**;

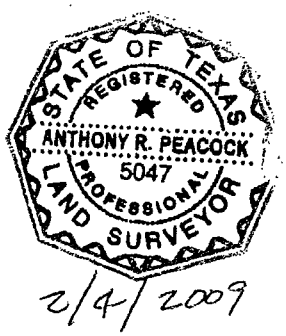
THENCE South 46° 27' 38" East, 256.58 feet, with the easterly right-of-way of said Katy-Gaston Road, to a set 5/8-inch iron rod with cap stamped "Jacobs", on the northerly boundary of Restricted Reserve "A", of a subdivision referred to as Meadowbrook Farms of Fort Bend County, Section One, and recorded under Plat Number 2000080118, of the Fort Bend County Plat Records (F.B.C.P.R.), from which a found 5/8-inch iron rod with cap stamped "JNS Engineers" bears North 41° 39' 55" East, 6.2 feet;

THENCE South 42° 01' 43" West, 14.51 feet, with the northerly line of Meadowbrook Farms Restricted Reserve "A", to a point on the existing right-of-way of Katy-Gaston Road, for a northeasterly corner of Meadowbrook Farms, Restricted Reserve "A";

THENCE North 46° 26' 45" West, 256.97 feet, with the existing right-of-way of Katy-Gaston Road, to a point in the south line of the aforementioned tract to Members Choice Credit Union;

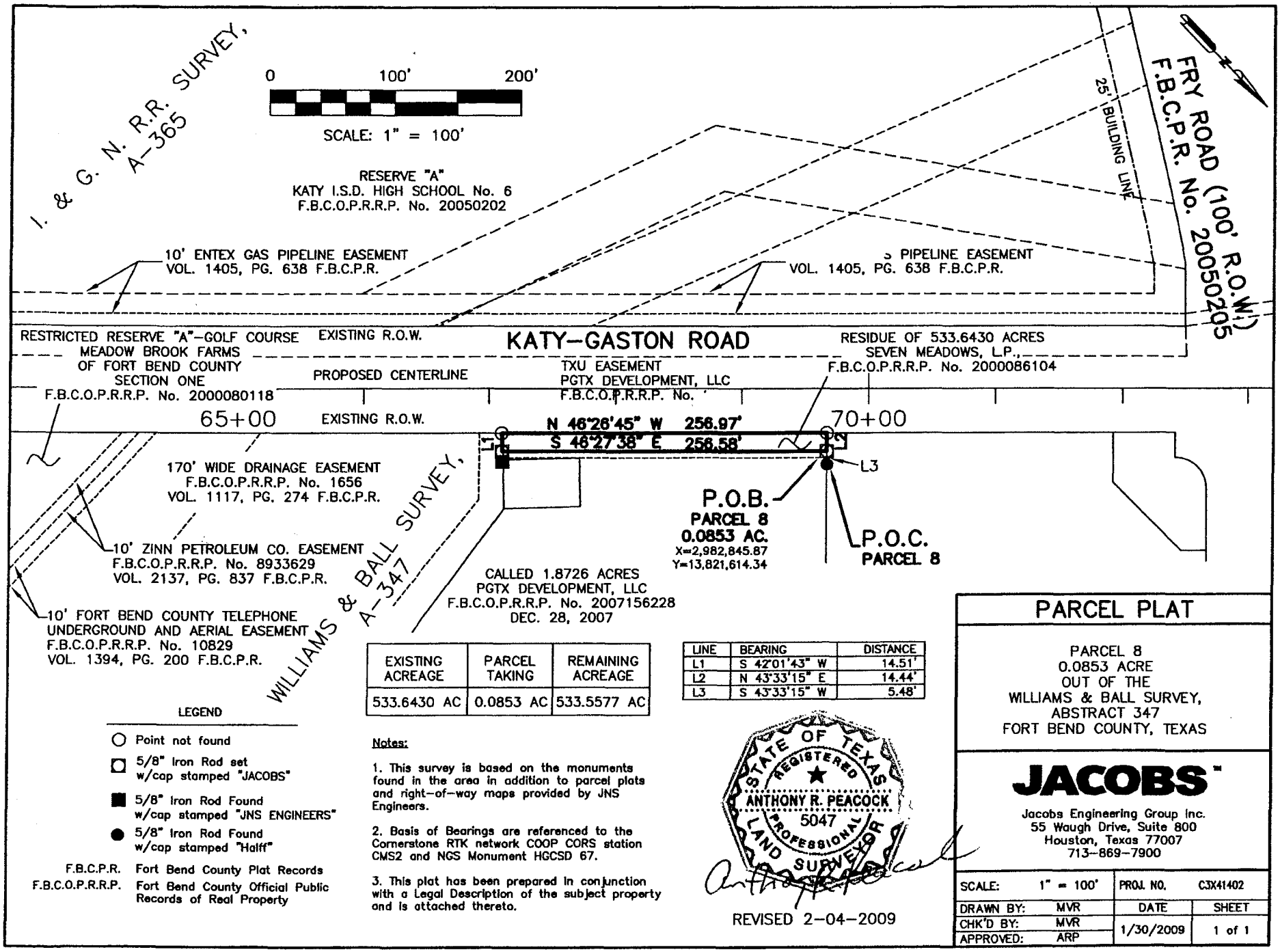
THENCE North 43° 33' 15" East, 14.44 feet, with the south line of said tract to Members Choice Credit Union, to the **POINT OF BEGINNING**, and containing 0.0853 acre of land in Fort Bend County, Texas. This description was prepared in conjunction with a parcel plat by Jacobs Engineering Group Inc., dated January 30, 2009, and revised February 4, 2009;

Anthony R. Peacock
Registered Professional Land Surveyor
Texas Registration No. 5047



2/4/2009

Jacobs Engineering Group Inc.
713-869-7900
Job No. WHXH C3X41402



EXISTING ACREAGE	PARCEL TAKING	REMAINING ACREAGE
533.6430 AC	0.0853 AC	533.5577 AC

LINE	BEARING	DISTANCE
L1	S 42°01'43" W	14.51'
L2	N 43°33'15" E	14.44'
L3	S 43°33'15" W	5.48'

LEGEND

- ○ Point not found
- □ 5/8" Iron Rod set w/cap stamped "JACOBS"
- ■ 5/8" Iron Rod Found w/cap stamped "JNS ENGINEERS"
- ● 5/8" Iron Rod Found w/cap stamped "Halff"

F.B.C.P.R. Fort Bend County Plat Records
F.B.C.O.P.R.R.P. Fort Bend County Official Public Records of Real Property

Notes:

1. This survey is based on the monuments found in the area in addition to parcel plats and right-of-way maps provided by JNS Engineers.
2. Basis of Bearings are referenced to the Cornerstone RTK network COOP CORS station CMS2 and NGS Monument HGCSD 67.
3. This plat has been prepared in conjunction with a Legal Description of the subject property and is attached thereto.

STATE OF TEXAS
REGISTERED
ANTHONY R. PEACOCK
5047
PROFESSIONAL
LAND SURVEYOR

REVISED 2-04-2009

PARCEL PLAT

PARCEL 8
0.0853 ACRE
OUT OF THE
WILLIAMS & BALL SURVEY,
ABSTRACT 347
FORT BEND COUNTY, TEXAS

JACOBS

Jacobs Engineering Group Inc.
55 Waugh Drive, Suite 800
Houston, Texas 77007
713-869-7900

SCALE:	1" = 100'	PROJ. NO.	CJX41402
DRAWN BY:	MVR	DATE	SHEET
CHK'D BY:	MVR	1/30/2009	1 of 1
APPROVED:	ARP		

Feb 04, 2009 5:43pm K:\Survey\# WH_CARLSON\CJX41402\DWG\EXIBITS\PARCEL_8 REVISED.dwg

PARCEL 8 TCE
DESCRIPTION OF A
0.0078 ACRE TRACT IN THE
WILLIAMS & BALL SURVEY, A-347
FORT BEND COUNTY, TEXAS

A Metes and Bounds description of a 0.0078 acre tract (341 square feet) of land situated in the Williams & Ball Survey, Abstract Number 347, Fort Bend County, Texas, being a portion of a called 1.8726 acre tract, as described in deed PGTX Development, LLC., and recorded under Clerk's File Number 2007156228 of the Fort Bend County Official Public Records of Real Property (F.B.C.O.P.R.R.P.); said 0.0078 acre tract being more particularly described as follows with all bearings being referenced to the Cornerstone RTK network COOP CORS station CMS2 and NGS Monument HGCSD 67;

COMMENCING at a 5/8-inch iron rod with cap stamped "Halff" found for the south corner of a tract referred to as Members Choice Credit Union, Restricted Reserve "A", recorded under Clerk's File Number 20070186 (F.B.C.O.P.R.R.P.), and the west corner of said 1.8726 acre tract;

THENCE South 43° 33' 15" West, 5.48 feet, with the southerly line of said tract to Members Choice Credit Union, to a set 5/8-inch iron with cap stamped "Jacobs";

THENCE South 46° 27' 47" East, 172.18 feet, parallel with the easterly right-of-way of Katy-Gaston Road, to the **POINT OF BEGINNING**;

THENCE North 43° 32' 15" East, 11.00 feet, to a point;

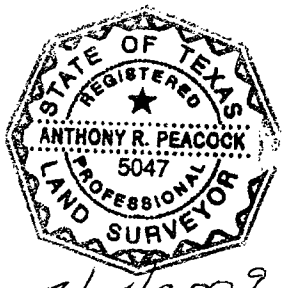
THENCE South 46° 27' 47" East, 31.00 feet, to a point;

THENCE South 43° 32' 15" West, 11.00 feet, to a point;

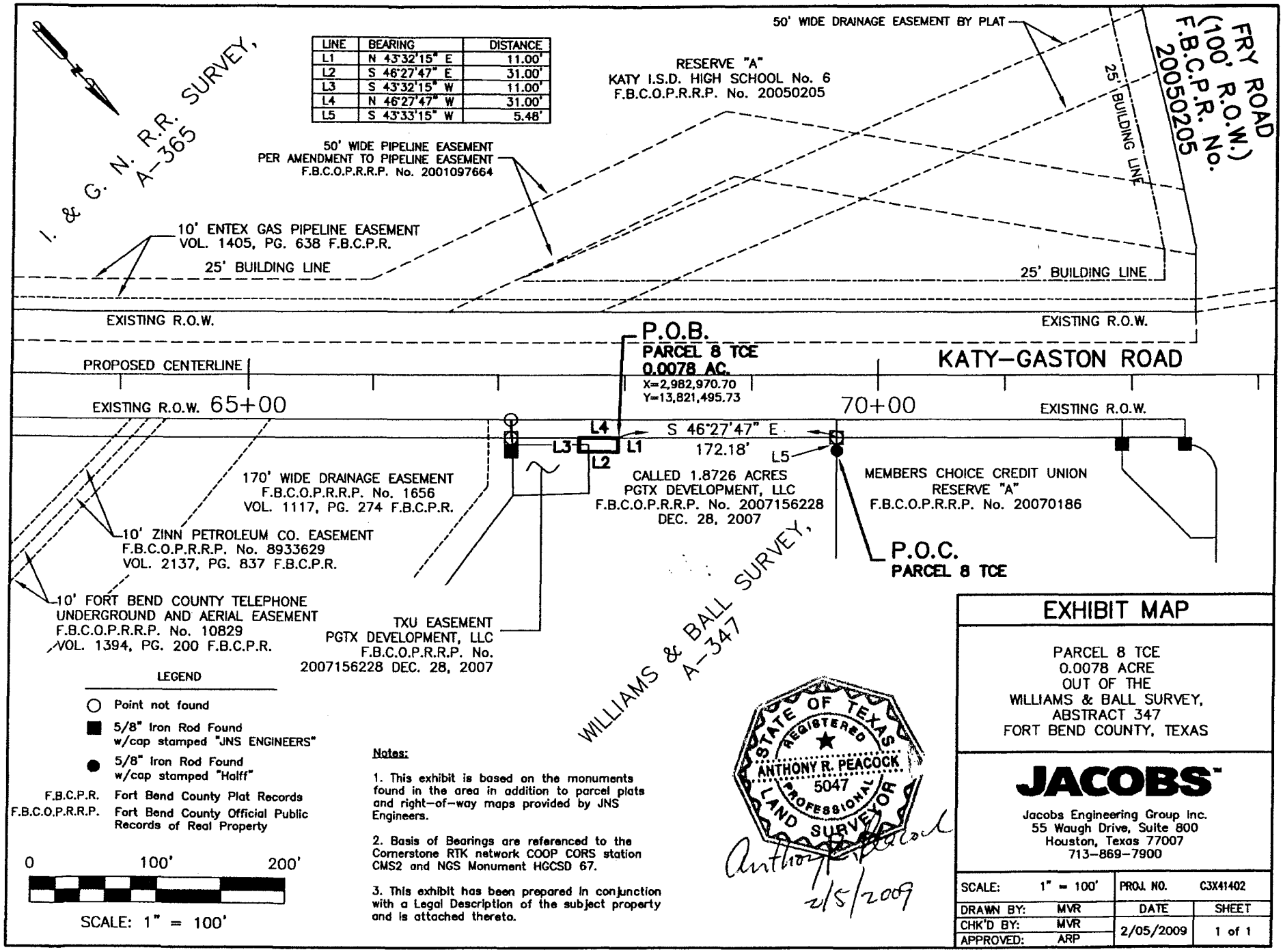
THENCE North 46° 27' 47" West, 31.00 feet, to the **POINT OF BEGINNING**, and containing 0.0078 acre of land in Fort Bend County, Texas. This description was prepared in conjunction with an Exhibit Map by Jacobs Engineering Group Inc., dated February 5, 2009;

Anthony R. Peacock

Anthony R. Peacock
Registered Professional Land Surveyor
Texas Registration No. 5047
Jacobs Engineering Group Inc.
713-869-7900
Job No. WHXH C3X41402



2/5/2009



LINE	BEARING	DISTANCE
L1	N 43°32'15" E	11.00'
L2	S 46°27'47" E	31.00'
L3	S 43°32'15" W	11.00'
L4	N 46°27'47" W	31.00'
L5	S 43°33'15" W	5.48'

LEGEND

- ○ Point not found
- ■ 5/8" Iron Rod Found w/cap stamped "JNS ENGINEERS"
- ● 5/8" Iron Rod Found w/cap stamped "Halff"

F.B.C.P.R. Fort Bend County Plat Records
F.B.C.O.P.R.R.P. Fort Bend County Official Public Records of Real Property

0 100' 200'

SCALE: 1" = 100'

Notes:

1. This exhibit is based on the monuments found in the area in addition to parcel plats and right-of-way maps provided by JNS Engineers.
2. Basis of Bearings are referenced to the Cornerstone RTK network COOP CORS station CMS2 and NGS Monument HGCSD 67.
3. This exhibit has been prepared in conjunction with a Legal Description of the subject property and is attached thereto.

STATE OF TEXAS
REGISTERED
ANTHONY R. PEACOCK
5047
PROFESSIONAL
LAND SURVEYOR

Anthony R. Peacock
2/5/2009

EXHIBIT MAP

PARCEL 8 TCE
0.0078 ACRE
OUT OF THE
WILLIAMS & BALL SURVEY,
ABSTRACT 347
FORT BEND COUNTY, TEXAS

JACOBS

Jacobs Engineering Group Inc.
55 Waugh Drive, Suite 800
Houston, Texas 77007
713-869-7900

SCALE:	1" = 100'	PROJ. NO.	C3X41402
DRAWN BY:	MVR	DATE	SHEET
CHK'D BY:	MVR	2/05/2009	1 of 1
APPROVED:	ARP		

Feb 05, 2009 7:28pm K:\Survey\# WH_CARLSON\C3X41402\DWG\TCE'S\PARCEL 8 TCE.dwg

PARCEL 9
DESCRIPTION OF A
0.5251 ACRE TRACT IN THE
WILLIAMS & BALL SURVEY, A-347
FORT BEND COUNTY, TEXAS

A Metes and Bounds description of a 0.5251 acre tract (22,875 square feet) of land situated in the Williams & Ball Survey, Abstract Number 347, Fort Bend County, Texas, being a portion of a residue of a called 533.6430 acre tract, as described in deed to NNP Seven Meadows, L.P., and recorded under Clerk's File Number 2000086104 of the Fort Bend County Official Public Records of Real Property (F.B.C.O.P.R.R.P.); said 0.5251 acre tract being more particularly described as follows with all bearings being referenced to the Cornerstone RTK network COOP CORS station CMS2 and NGS Monument HGCSD 67;

COMMENCING at a 5/8-inch iron rod with cap stamped "Halff" found for a westerly corner of a tract referred to as Members Choice Credit Union, Restricted Reserve "A", and recorded under Clerk's File Number 20070186;

THENCE South 43° 33' 15" West, 25.50 feet, with the northerly line of said tract to Members Choice Credit Union, to a point in the proposed easterly right-of-way line of Katy Gaston Road, for the **POINT OF BEGINNING**;

THENCE South 43° 33' 15" West, 44.37 feet, continuing with the northerly line of said tract to Members Choice Credit Union, to a point;

THENCE South 46° 26' 45" East, 225.29 feet, with the westerly line of said tract to Members Choice Credit Union, to a point;

THENCE North 43° 33' 15" East, 30.00 feet, with the southerly line of said tract to Members Choice credit Union, to a point;

THENCE South 46° 26' 45" East, 256.97 feet, to a point on the northerly boundary of a subdivision referred to as Meadowbrook Farms, of Fort Bend County, Section One, and recorded under Plat Number 2000080118, of the Fort Bend County Plat Records (F.B.C.P.R.);

THENCE South 42° 01' 43" West, 30.01 feet, with the northerly line of said Meadowbrook Farms, to a point, for the most westerly corner of said Meadowbrook Farms;

THENCE South 46° 26' 45" East, 2,045.63 feet, with the westerly line of said Meadowbrook Farms, to an angle point, same being in the proposed centerline of Katy-Gaston Road;

THENCE North 47° 33' 20" West, 236.74 feet, with the proposed centerline of Katy-Gaston Road, to a point, for the beginning of a non-tangent curve to the right;

THENCE in a northwesterly direction and continuing with the proposed centerline of Katy-Gaston Road, along the arc of said curve to the right, having a radius of 2000.00 feet, an arc length of 38.14 feet, a central angle of 01° 05' 33", and a chord bearing North 47° 00' 34" West, 38.13 feet to a point in the easterly line of a 50-foot right-of-way dedication, as described in the plat to Katy I.S.D., High School, No.6, and recorded under Plat Number 20050205;

THENCE North 46° 27' 47" West, 2303.50 feet, with the easterly line of said 50-foot right-of-way dedication, same being the proposed centerline of Katy-Gaston Road, to a point in the southerly line of Fry Road as described in said plat to Katy I.S.D.;

THENCE North 43° 33' 15" East, 50.00 feet, with the southerly right-of-way line of said Fry Road, as described under Plat Number 2004104430 (F.B.C.P.R.), to a point;

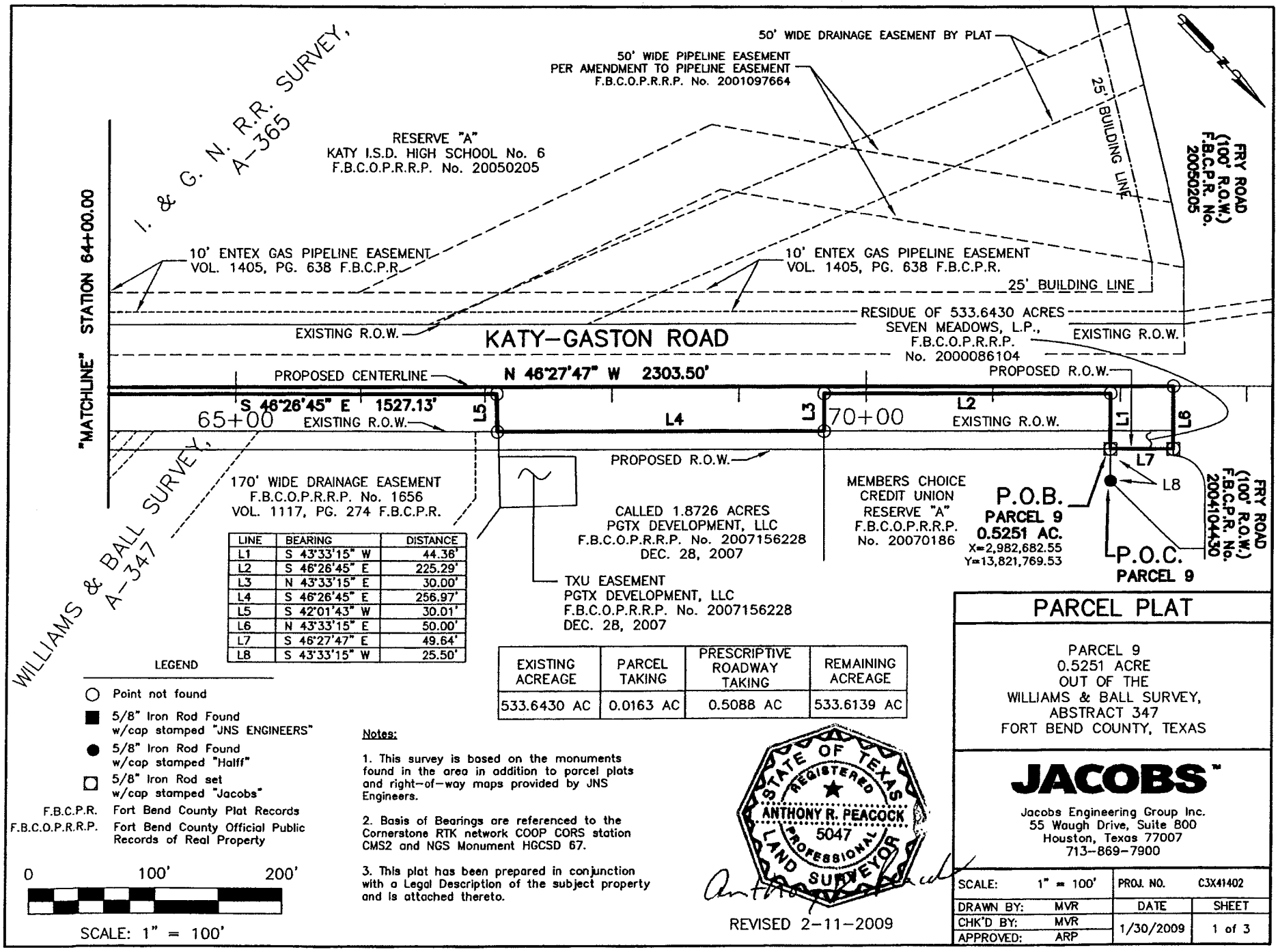
THENCE South 46° 26' 47" East, 49.64 feet, to the **POINT OF BEGINNING**, and containing 0.5251 acre of land in Fort Bend County, Texas. This description was prepared in conjunction with a parcel plat by Jacobs Engineering Group Inc., dated January 30, 2009, and revised February 4, 2009.

Anthony R. Peacock

Anthony R. Peacock
Registered Professional Land Surveyor
Texas Registration No. 5047

2/4/2009

Jacobs Engineering Group Inc.
713-869-7900
Job No. WHXH C3X41402



LINE	BEARING	DISTANCE
L1	S 43°33'15" W	44.36'
L2	S 46°26'45" E	225.29'
L3	N 43°33'15" E	30.00'
L4	S 46°26'45" E	256.97'
L5	S 42°01'43" W	30.01'
L6	N 43°33'15" E	50.00'
L7	S 46°27'47" E	49.64'
L8	S 43°33'15" W	25.50'

EXISTING ACREAGE	PARCEL TAKING	PRESCRIPTIVE ROADWAY TAKING	REMAINING ACREAGE
533.6430 AC	0.0163 AC	0.5088 AC	533.6139 AC

LEGEND

- ○ Point not found
- ■ 5/8" Iron Rod Found w/cap stamped "JNS ENGINEERS"
- ● 5/8" Iron Rod Found w/cap stamped "Halff"
- □ 5/8" Iron Rod set w/cap stamped "Jacobs"

F.B.C.P.R. Fort Bend County Plat Records
F.B.C.O.P.R.R.P. Fort Bend County Official Public Records of Real Property

0 100' 200'

SCALE: 1" = 100'

Notes:

1. This survey is based on the monuments found in the area in addition to parcel plats and right-of-way maps provided by JNS Engineers.
2. Basis of Bearings are referenced to the Cornerstone RTK network COOP CORS station CMS2 and NGS Monument HGCSD 67.
3. This plat has been prepared in conjunction with a Legal Description of the subject property and is attached thereto.

STATE OF TEXAS
REGISTERED
ANTHONY R. PEACOCK
5047
PROFESSIONAL
LAND SURVEYOR

REVISED 2-11-2009

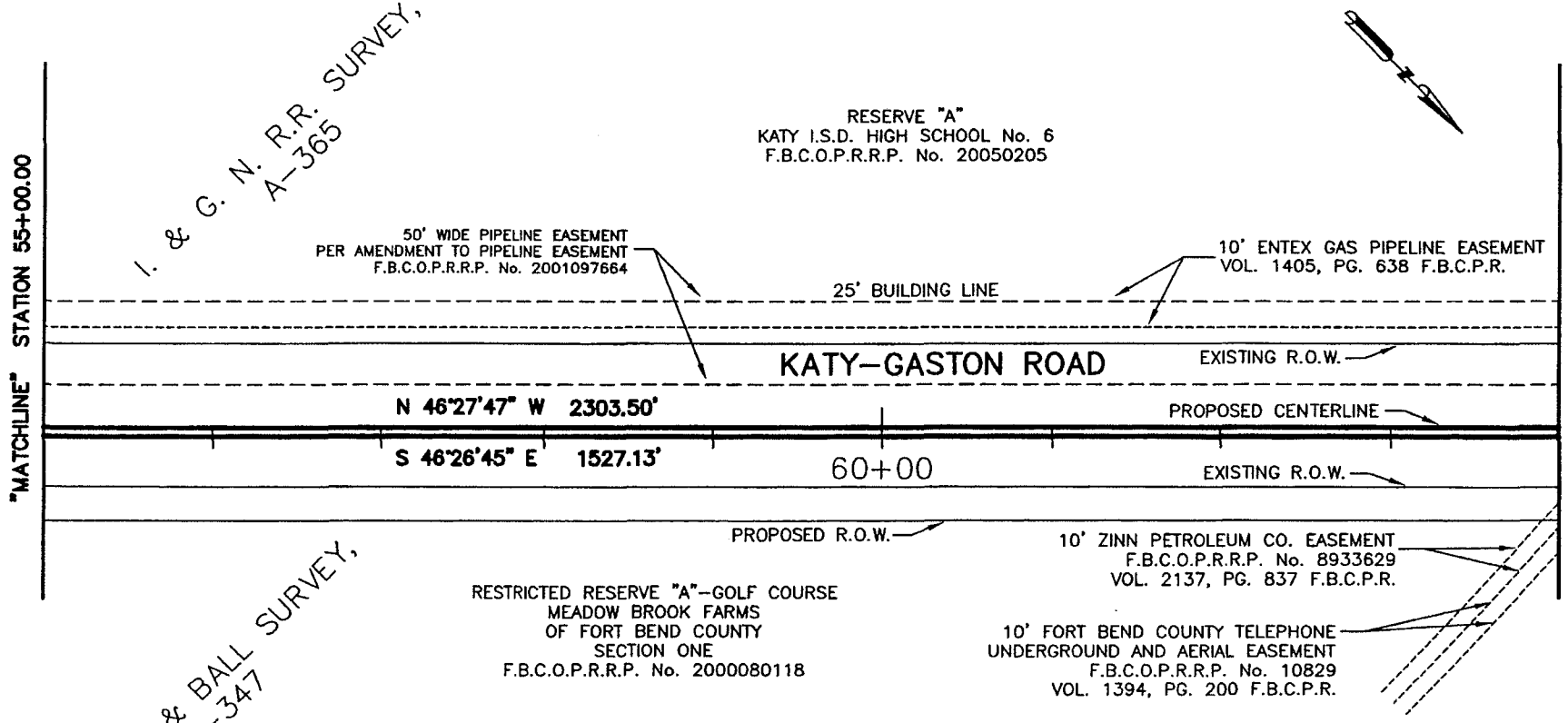
PARCEL PLAT

PARCEL 9
0.5251 ACRE
OUT OF THE
WILLIAMS & BALL SURVEY,
ABSTRACT 347
FORT BEND COUNTY, TEXAS

JACOBS™

Jacobs Engineering Group Inc.
55 Waugh Drive, Suite 800
Houston, Texas 77007
713-869-7900

SCALE:	1" = 100'	PROJ. NO.	C3X41402
DRAWN BY:	MVR	DATE	SHEET
CHK'D BY:	MVR	1/30/2009	1 of 3
APPROVED:	ARP		



EXISTING ACREAGE	PARCEL TAKING	PRESCRIPTIVE ROADWAY TAKING	REMAINING ACREAGE
533.6430 AC	0.0163 AC	0.5088 AC	533.6139 AC

LEGEND

○ Point not found

■ 5/8" Iron Rod Found w/cap stamped "JNS ENGINEERS"

F.B.C.P.R. Fort Bend County Plat Records

F.B.C.O.P.R.R.P. Fort Bend County Official Public Records of Real Property

0 100' 200'

SCALE: 1" = 100'

Notes:

1. This survey is based on the monuments found in the area in addition to parcel plats and right-of-way maps provided by JNS Engineers.

2. Basis of Bearings are referenced to the Cornerstone RTK network COOP CORS station CMS2 and NGS Monument HGCSD 67.

3. This plat has been prepared in conjunction with a Legal Description of the subject property and is attached thereto.

STATE OF TEXAS
REGISTERED
ANTHONY R. PEACOCK
5047
PROFESSIONAL
LAND SURVEYOR

REVISED 2-11-2009

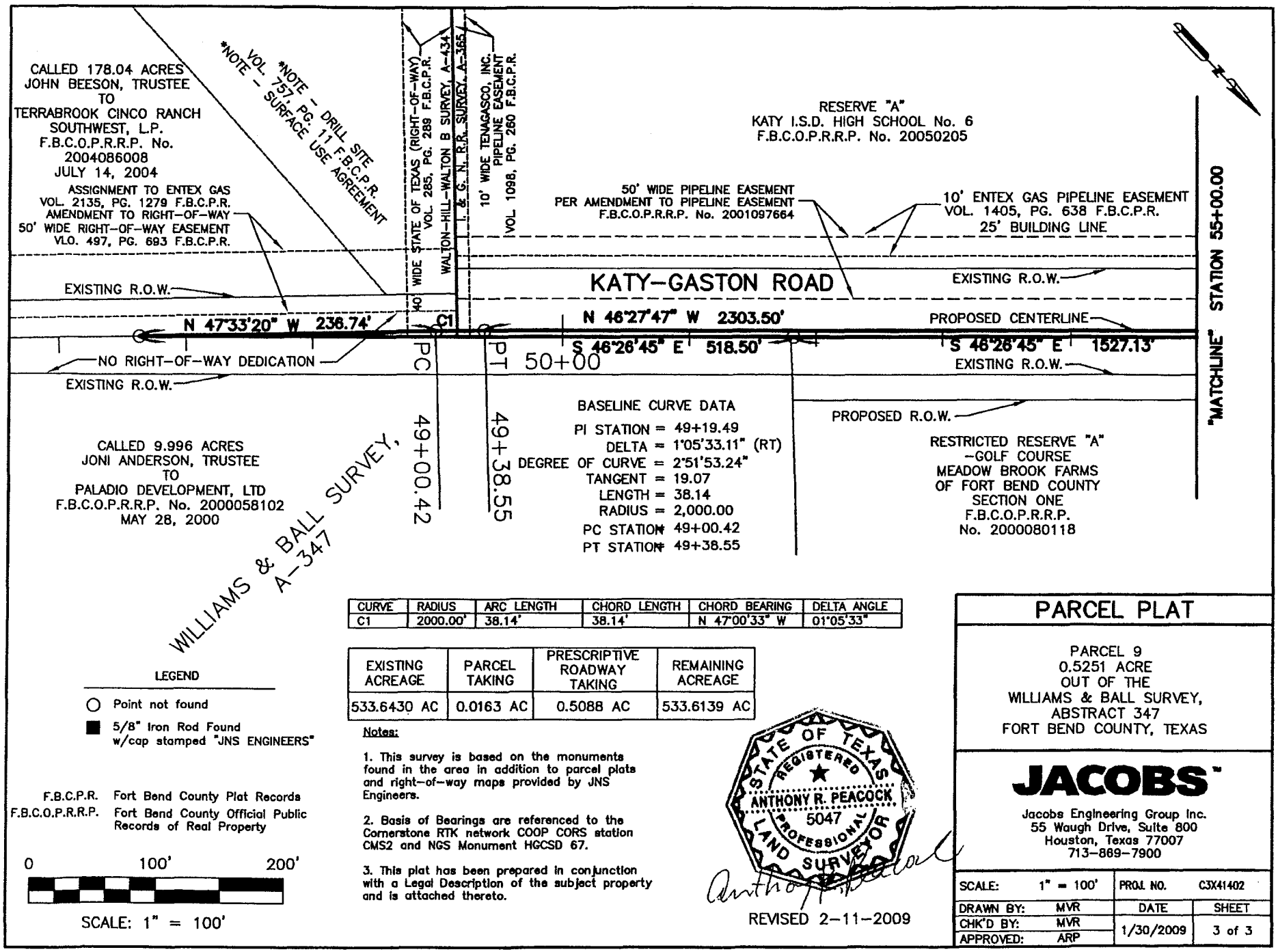
PARCEL PLAT

PARCEL 9
0.5251 ACRE
OUT OF THE
WILLIAMS & BALL SURVEY,
ABSTRACT 347
FORT BEND COUNTY, TEXAS

JACOBS™

Jacobs Engineering Group Inc.
55 Waugh Drive, Suite 800
Houston, Texas 77007
713-869-7900

SCALE:	1" = 100'	PROJ. NO.	C3X41402
DRAWN BY:	MVR	DATE	SHEET
CHK'D BY:	MVR	1/30/2009	2 of 3
APPROVED:	ARP		



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	2000.00'	38.14'	38.14'	N 47°00'33" W	01°05'33"

EXISTING ACREAGE	PARCEL TAKING	PRESCRIPTIVE ROADWAY TAKING	REMAINING ACREAGE
533.6430 AC	0.0163 AC	0.5088 AC	533.6139 AC

LEGEND

- ○ Point not found
- ■ 5/8" Iron Rod Found w/cap stamped "JNS ENGINEERS"

F.B.C.P.R. Fort Bend County Plat Records
F.B.C.O.P.R.R.P. Fort Bend County Official Public Records of Real Property

0 100' 200'

SCALE: 1" = 100'

Notes:

1. This survey is based on the monuments found in the area in addition to parcel plats and right-of-way maps provided by JNS Engineers.
2. Basis of Bearings are referenced to the Cornerstone RTK network COOP CORS station CMS2 and NGS Monument HGCSD 67.
3. This plat has been prepared in conjunction with a Legal Description of the subject property and is attached thereto.

STATE OF TEXAS
REGISTERED
ANTHONY R. PEACOCK
5047
PROFESSIONAL
LAND SURVEYOR

REVISED 2-11-2009

PARCEL PLAT

PARCEL 9
0.5251 ACRE
OUT OF THE
WILLIAMS & BALL SURVEY,
ABSTRACT 347
FORT BEND COUNTY, TEXAS

JACOBS

Jacobs Engineering Group Inc.
55 Waugh Drive, Suite 800
Houston, Texas 77007
713-869-7900

SCALE:	1" = 100'	PROJ. NO.	C3X41402
DRAWN BY:	MVR	DATE	SHEET
CHK'D BY:	MVR	1/30/2009	3 of 3
APPROVED:	ARP		

Feb 11, 2009 8:41am K:\Survey\# WH_CARLSON\C3X41402\DWG\EXIBITS\PARCEL_9A REVISED.dwg

PARCEL 9 TCE
DESCRIPTION OF A
0.0105 ACRE TRACT IN THE
WILLIAMS & BALL SURVEY, A-347
FORT BEND COUNTY, TEXAS

A Metes and Bounds description of a 0.0105 acre tract (456 square feet) of land situated in the Williams & Ball Survey, Abstract Number 347, Fort Bend County, Texas, being a portion of Reserve "A", as described in deed to Members Choice Credit Union, and recorded under Clerk's File Number 20070186 of the Fort Bend County Official Public Records of Real Property (F.B.C.O.P.R.R.P.); said 0.0105 acre tract being more particularly described as follows with all bearings being referenced to the Cornerstone RTK network COOP CORS station CMS2 and NGS Monument HGCSD 67;

COMMENCING at a 5/8-inch iron rod with cap stamped "Halff" found for the west corner of a called 1.8726 acre tract, described in deed to PGTX Development, LLC., and recorded uner Clerk's File Number 2007156228 (F.B.C.O.P.R.R.P.), and the south corner of said Reserve "A";

THENCE South 43° 33' 15" West, 5.48 feet, with the common line of said 1.8726 acre tract, and said Reserve "A", to a set 5/8-inch iron with cap stamped "Jacobs";

THENCE North 46° 27' 47" West, 3.70 feet, to the **POINT OF BEGINNING**;

THENCE North 46° 27' 47" West, 38.00 feet, to a point;

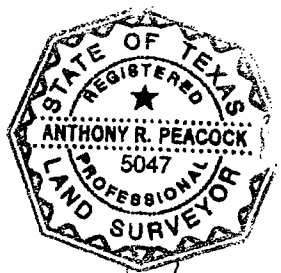
THENCE North 43° 32' 13" East, 12.00 feet, to a point;

THENCE South 46° 27' 47" East, 38.00 feet, to a point;

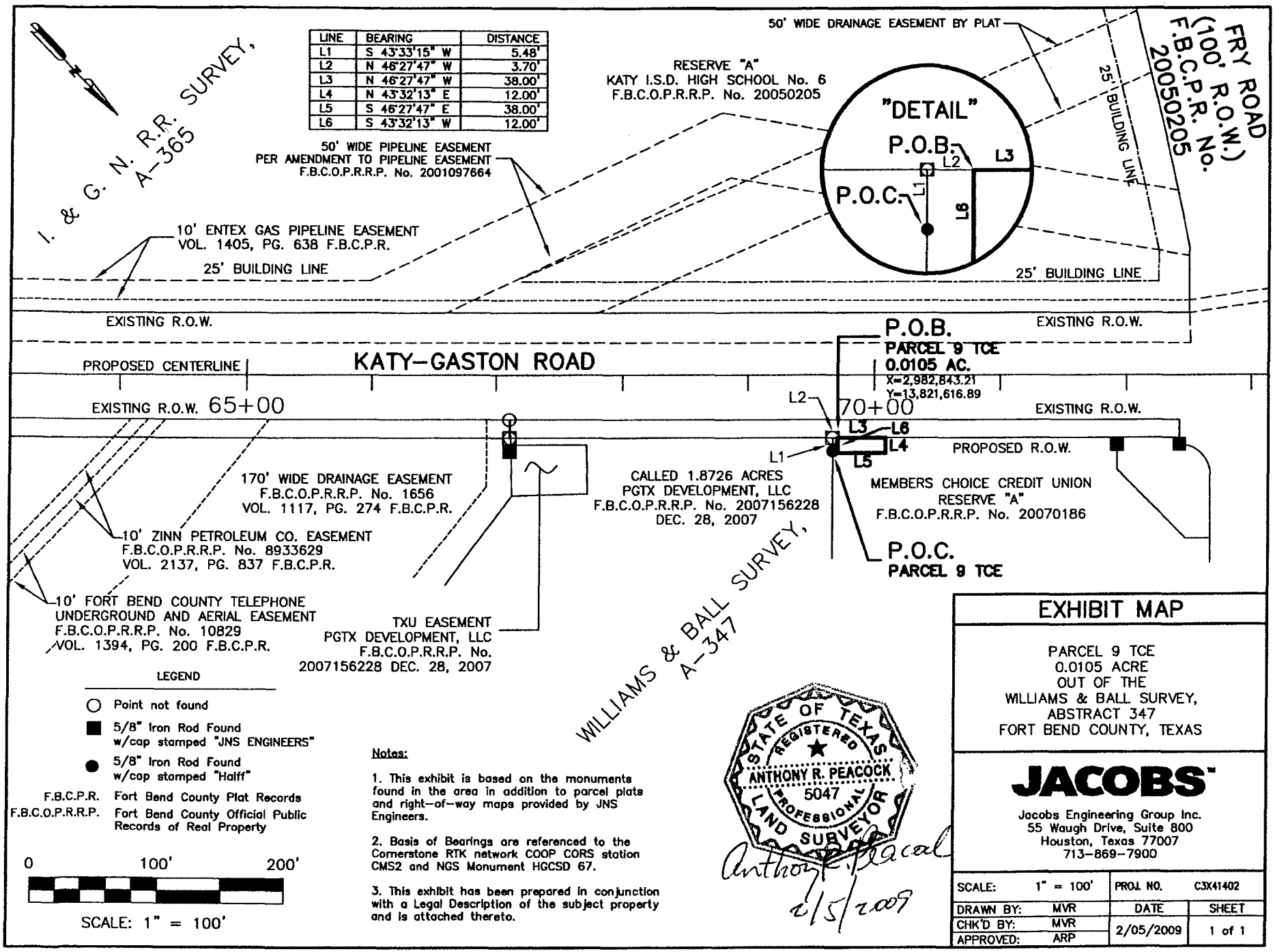
THENCE South 46° 27' 47" West, 12.00 feet, to the **POINT OF BEGINNING**, and containing 0.0105 acre of land in Fort Bend County, Texas. This description was prepared in conjunction with an Exhibit Map by Jacobs Engineering Group Inc., dated February 5, 2009;

Anthony R. Peacock

Anthony R. Peacock
Registered Professional Land Surveyor
Texas Registration No. 5047
Jacobs Engineering Group Inc.
713-869-7900
Job No. WHXH C3X41402



2/5/2009



LINE	BEARING	DISTANCE
L1	S 43°33'15" W	5.48'
L2	N 46°27'47" W	3.70'
L3	N 46°27'47" W	38.00'
L4	N 43°32'13" E	12.00'
L5	S 46°27'47" E	38.00'
L6	S 43°32'13" W	12.00'

LEGEND

- ○ Point not found
- ■ 5/8" Iron Rod Found w/cap stamped "JNS ENGINEERS"
- ● 5/8" Iron Rod Found w/cap stamped "Halff"

F.B.C.P.R. Fort Bend County Plat Records
F.B.C.O.P.R.R.P. Fort Bend County Official Public Records of Real Property

0 100' 200'

SCALE: 1" = 100'

Notes:

1. This exhibit is based on the monuments found in the area in addition to parcel plats and right-of-way maps provided by JNS Engineers.

2. Basis of Bearings are referenced to the Cornerstone RTK network COOP CORS station CMS2 and NGS Monument HGCSD 67.

3. This exhibit has been prepared in conjunction with a Legal Description of the subject property and is attached thereto.

STATE OF TEXAS
REGISTERED
ANTHONY R. PEACOCK
5047
PROFESSIONAL
LAND SURVEYOR

Anthony R. Peacock
2/5/2009

EXHIBIT MAP

PARCEL 9 TCE
0.0105 ACRE
OUT OF THE
WILLIAMS & BALL SURVEY,
ABSTRACT 347
FORT BEND COUNTY, TEXAS

JACOBS

Jacobs Engineering Group Inc.
55 Waugh Drive, Suite 800
Houston, Texas 77007
713-869-7900

SCALE:	1" = 100'	PROJ. NO.	C3X41402
DRAWN BY:	MVR	DATE	SHEET
CHK'D BY:	MVR	2/05/2009	1 of 1
APPROVED:	ARP		

Feb 05, 2009 7:28pm K:\Survey\# WH_CARLSON\C3X41402\DWG\TCE'S\PARCEL 9 TCE.dwg

PARCEL 10
DESCRIPTION OF A
0.1546 ACRE TRACT IN THE
I. & G. N. R.R. SURVEY, A-365
FORT BEND COUNTY, TEXAS

A Metes and Bounds description of a 0.1546 acre tract (6,734 square feet) of land situated in the I. & G. N. R.R. Survey, Abstract 365, Fort Bend County, Texas, being a portion of a residue of a called 847.4831 acre tract as described in deed to Terrabrook Cinco Ranch Southwest, L.P., and recorded under Clerk's File Number 2002071214 of the Fort Bend County Official Public Records of Real Property (F.B.C.O.P.R.R.P.); said 0.1546 acre tract being more particularly described as follows with all bearings being referenced to the Cornerstone RTK network COOP CORS station CMS2 and NGS Monument HGCSD 67;

COMMENCING at a 5/8-inch iron with cap stamped "SURVCON", found on the northerly right-of-way line of Fry Road (100-foot width) as described on the plat to Katy I.S.D., High School No. 6, and recorded under Plat Number 20050205, of the Fort Bend County Plat Records (F.B.C.P.R.), same being a southeasterly corner of a subdivision referred to Cinco Ranch Southwest, Section 1, and recorded under Plat Number 20060286 (F.B.C.P.R.);

THENCE North 29° 56' 25" East, 13.46 feet, with the northerly right-of-way line of Fry Road, to a point, for the beginning of a curve to the right;

THENCE continuing with the northerly right-of-way line of Fry Road, in a northeasterly direction, along the arc of said curve to the right, having a radius of 2050.00 feet, an arc length of 149.62 feet, a central angle of 04° 10' 54", and a chord bearing North 32° 01' 41" East, 149.59 feet to a 5/8-inch iron rod stamped "JACOBS" set on the proposed right-of-way line of Katy-Gaston Road, for the **POINT OF BEGINNING**, same being the beginning of a reverse curve to the left, from which a 5/8-inch iron rod with cap stamped "JNS Engineers" bears North 34° 31' 12" West, 4.12 feet;

THENCE with the proposed right-of-way line of Katy-Gaston Road, in a northerly direction, along the arc of said reverse curve to the left, having a radius of 30.00 feet, an arc length of 42.20 feet, a central angle of 80° 35' 14", and a chord bearing North 06° 10' 10" West, 38.80 feet, to a 5/8-inch iron rod stamped "Jacobs", from which a 5/8-inch iron with cap stamped "JNS Engineers" bears South 45° 39' 47" East, 4.29 feet;

THENCE North 46° 27' 47" West, 114.50 feet, continuing with the proposed right-of-way line of Katy-Gaston Road, to a 5/8-inch iron rod stamped "JNS Engineers" found on the common line of said 847.4831 acre tract and a called 108.997 acre residue tract as described in deed to Terrabrook Cinco Southwest, L.P. and recorded under Clerk's File Number 2002071041 (F.B.C.O.P.R.R.P.), same being on the common survey line of the Cartlidge and Ferguson Survey A-444 and the I. & G.N.R.R Survey A-365;

THENCE North 43° 22' 44" East, 55.73 feet, with the said common survey line, to a point in the westerly right-of-way of Katy-Gaston Road (50-foot width), as described on the plat to Seven Meadows, Section 18, and recorded under Plat Number 2006041580 (F.B.C.P.R.);

THENCE South 46° 26' 45" East, 111.57 feet, with the westerly right-of-way of Katy-Gaston Road, to a point at the intersection of the westerly right-of-way Katy-Gaston Road, and the aforementioned northerly right-of-way of Fry Road;

THENCE South 43° 32' 44" West, 36.45 feet, with the said northerly right-of-way of Fry Road, to a point for the beginning of a non-tangent curve to the right;

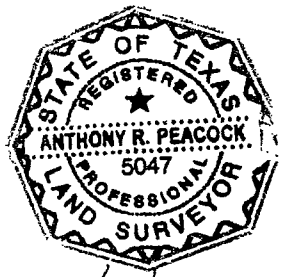
THENCE in a southerly direction, with the said northerly right-of-way of Fry Road, along the arc of said curve to the right, having a radius of 30.00 feet, an arc length of 42.47 feet, a central angle of 81° 06' 49", and a chord bearing South 05° 53' 51" East, 39.01 feet to a point for the beginning of reverse curve to the left;

THENCE in a southwesterly direction, with the said northerly right-of-way of Fry Road, along the arc of said curve to the left, having a radius of 2050.00 feet, an arc length of 19.22 feet, a central angle of 00° 32' 14", and a chord bearing South 34° 23' 34" West, 19.22 feet to the **POINT OF BEGINNING,** and containing 0.1546 acre of land in Fort Bend County, Texas. This description was prepared in conjunction with a parcel plat by Jacobs Engineering Group Inc., dated January 30, 2009, and revised February 3, 2009;

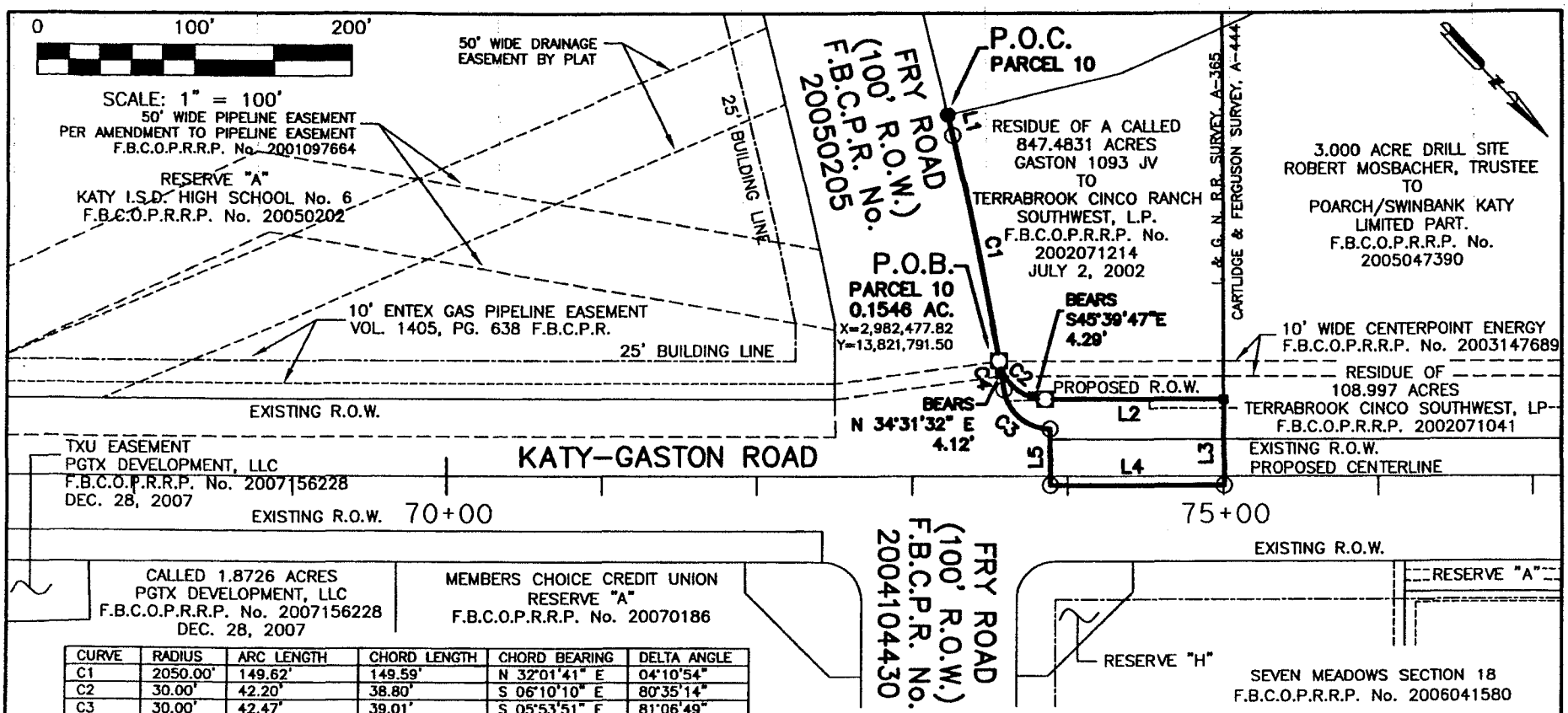
Anthony R. Peacock

Anthony R. Peacock
Registered Professional Land Surveyor
Texas Registration No. 5047

Jacobs Engineering Group Inc.
713-869-7900
Job No. WHXH C3X41402



2/3/2009



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	2050.00'	149.62'	149.59'	N 32°01'41" E	04°10'54"
C2	30.00'	42.20'	38.80'	S 06°10'10" E	80°35'14"
C3	30.00'	42.47'	39.01'	S 05°53'51" E	81°06'49"
C4	2050.00'	19.22'	19.22'	S 34°23'34" W	00°32'14"

LINE	BEARING	DISTANCE
L1	N 29°56'25" E	13.46'
L2	N 46°27'47" W	114.50'
L3	N 43°22'44" E	55.73'
L4	S 46°26'45" E	111.57'
L5	S 43°32'44" W	36.45'

EXISTING ACREAGE	PARCEL TAKING	PRESCRIPTIVE ROADWAY TAKING	REMAINING ACREAGE
847.4831 AC	0.0778 AC	0.0768 AC	847.4063 AC

LEGEND

- ○ Point not found
- □ 5/8" Iron Rod set w/cap stamped "JACOBS"
- ■ 5/8" Iron Rod Found w/cap stamped "JNS ENGINEERS"
- ● 5/8" Iron Rod Found w/cap stamped "SURVCON INC."

F.B.C.P.R. Fort Bend County Plat Records
F.B.C.O.P.R.R.P. Fort Bend County Official Public Records of Real Property

Notes:

1. This survey is based on the monuments found in the area in addition to parcel plats and right-of-way maps provided by JNS Engineers.
2. Basis of Bearings are referenced to the Cornerstone RTK network COOP CORS station CMS2 and NGS Monument HGCSD 67.
3. This plat has been prepared in conjunction with a Legal Description of the subject property and is attached thereto.

STATE OF TEXAS
REGISTERED
ANTHONY R. PEACOCK
5047
PROFESSIONAL
LAND SURVEYOR

** Revised February 3, 2009

PARCEL PLAT

PARCEL 10
0.1546 ACRE
OUT OF THE
I. & G. N. R.R. SURVEY,
ABSTRACT 365
FORT BEND COUNTY, TEXAS

JACOBS™
Jacobs Engineering Group Inc.
55 Waugh Drive, Suite 800
Houston, Texas 77007
713-869-7900

SCALE:	1" = 100'	PROJ. NO.	C3X41402
DRAWN BY:	MVR	DATE	SHEET
CHK'D BY:	MVR	1/30/2009	1 of 1
APPROVED:	ARP		

Feb 03, 2009 10:47am K:\Survey\# WH_CARLSON\C3X41402\DWG\EXIBITS\PARCEL_10_revised.dwg

PARCEL 11
DESCRIPTION OF A
0.2498 ACRE TRACT IN THE
CARTLIDGE AND FERGUSON SURVEY A-444
FORT BEND COUNTY, TEXAS

A Metes and Bounds description of a 0.2498 acre tract (10,883 square feet) of land situated in the Cartlidge and Ferguson Survey Abstract Number 444, Fort Bend County, Texas, being a portion a called 108.997 acre tract described in a Special Warranty Deed to Terrabrook Cinco Southwest, LP., recorded under Clerk's File Number 2002071041, Fort Bend County Official Public Records of Real Property, (F.B.C.O.P.R.R.P.); said 0.2498 acre tract being more particularly described as follows with all bearings being referenced to the Cornerstone RTK network COOP CORS station CMS2 and NGS Monument HGCSD 67;

COMMENCING at a 5/8-inch iron rod with cap stamped "SURVCON INC." found for the northeast corner of a 0.2478 acre tract recorded under Clerk's File Number 2007021192, (F.B.C.O.P.R.R.P.), same being on the southwesterly right-of-way line of Katy-Gaston Road (width varies), same being North 46° 26' 23" West, 60.00 feet from a 5/8-inch iron rod with cap stamped "SURVCON INC." found for the southeast corner of said 0.2478 acre tract, same being North 46° 26' 23" West, 597.65 feet from a 5/8-inch iron rod with cap stamped "SURVCON INC." found for the most northerly end of cut back corner of Fry Road (100-foot width) and recorded under Plat Number 20050205 of the Fort Bend County Plat Records;

THENCE South 43° 16' 30" West, 19.40 feet along the northerly line of said 0.2478 acre tract to a 5/8-inch iron rod with cap stamped "JNS ENGINEERS" found;

THENCE South 46° 27' 47" East, 60.00 feet to a 5/8-inch iron rod with cap stamped "JNS ENGINEERS" found for the **POINT OF BEGINNING** on the southerly line of said 0.2478 acre tract;

THENCE North 43° 16' 30" East, along said southerly line at 19.38 feet pass a 5/8-inch iron rod with cap stamped "SURVCON INC." found for southeast corner of said 0.2478 acre tract and continuing in all 25.19 feet to a point;

THENCE South 46° 33' 52" East, 325.32 feet to a point;

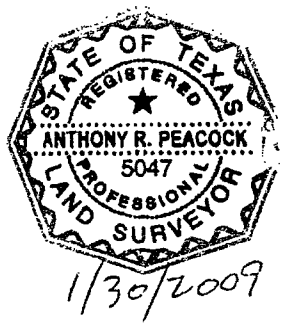
THENCE South 46° 26' 45" East, 100.84 feet to a point;

THENCE South 43° 22' 44" West, 25.73 feet along the common line of the aforementioned 108.997 acre tract and a called 847.4831 acre tract as described under Clerk's File Number 2002071214, (F.B.C.O.P.R.R.P), same being on the common line of the aforementioned Cartlidge and Ferguson Survey A-444 and the I. & G.N.R.R Survey A-365 to a 5/8-inch iron rod with cap stamped "JNS ENGINEERS" found;

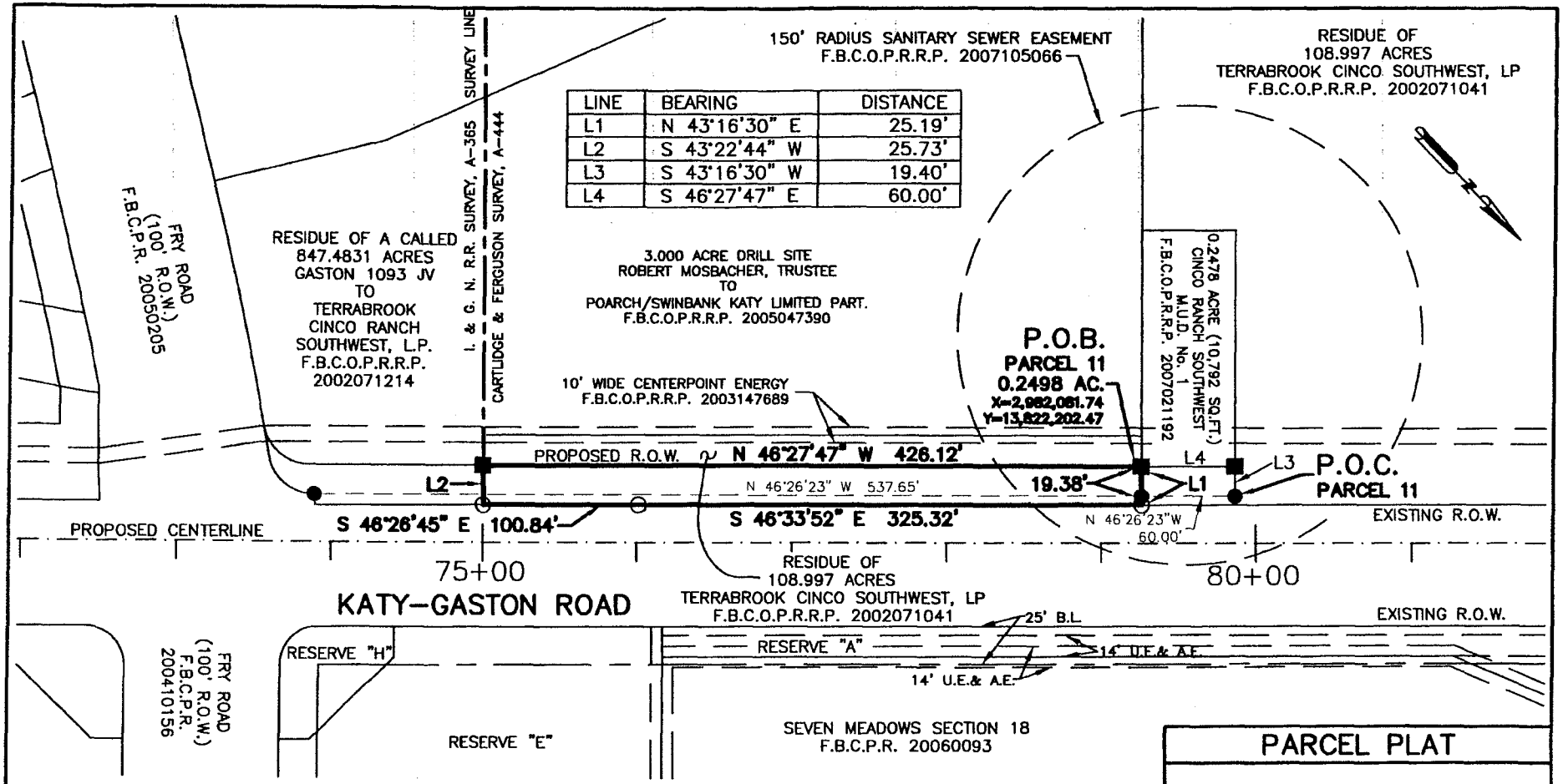
THENCE North 46° 27' 47" West, 426.12 feet to the **POINT OF BEGINNING,** and containing 0.2498 acre of land in Fort Bend County, Texas. This description was prepared in conjunction with a parcel plat by Jacobs Engineering Group Inc., and revised January 30, 2009.

Anthony R. Peacock

Anthony R. Peacock
Registered Professional Land Surveyor
Texas Registration No. 5047



Jacobs Engineering Group Inc.
713-869-7900
Job No. WHXH C3X41402



LINE	BEARING	DISTANCE
L1	N 43°16'30" E	25.19'
L2	S 43°22'44" W	25.73'
L3	S 43°16'30" W	19.40'
L4	S 46°27'47" E	60.00'

LEGEND

- ○ Point not found
- ■ 5/8" Iron Rod Found w/cap stamped "JNS ENGINEERS"
- ● 5/8" Iron Rod Found w/cap stamped "SURVCON INC."

F.B.C.P.R. Fort Bend County Plat Records
F.B.C.O.P.R.R.P. Fort Bend County Official Public Records of Real Property

0 100' 200'

SCALE: 1" = 100'

EXISTING ACREAGE	PARCEL TAKING	REMAINING ACREAGE
108.9970 AC	0.2498 AC	108.7472 AC

Notes:

1. This survey is based on the monuments found in the area in addition to parcel plats and right-of-way maps provided by JNS Engineers.

2. Basis of Bearings are referenced to the Cornerstone RTK network COOP CORS station CMS2 and NGS Monument HGCSD 67.

3. This plat has been prepared in conjunction with a Legal Description of the subject property and is attached thereto.

STATE OF TEXAS
REGISTERED
ANTHONY R. PEACOCK
5047
PROFESSIONAL
LAND SURVEYOR

**Revised on January 30, 2009

PARCEL PLAT

PARCEL 11
0.2498 ACRE
OUT OF THE
CARTLIDGE & FERGUSON SURVEY,
ABSTRACT 444
FORT BEND COUNTY, TEXAS

JACOBS

Jacobs Engineering Group Inc.
55 Waugh Drive, Suite 800
Houston, Texas 77007
713-869-7900

SCALE:	1" = 100'	PROJ. NO.	CJX41402
DRAWN BY:	MVR	DATE	SHEET
CHK'D BY:	MVR	12/31/2008	1 of 1
APPROVED:	ARP		

Feb 02, 2009 8:00am K:\Survey\# WH_CARLSON\CJX41402\DWG\EXIBITS\PARCEL 11.dwg

PARCEL 12
DESCRIPTION OF A
0.0346 ACRE TRACT IN THE
CARTLIDGE AND FERGUSON SURVEY A-444
FORT BEND COUNTY, TEXAS

A Metes and Bounds description of a 0.0346 acre tract (1,508 square feet) of land situated in the Cartlidge and Ferguson Survey Abstract Number 444, Fort Bend County, Texas, being a portion a called 0.2478 acre tract described in deed to Cinco Ranch Southwest M.U.D. No. 1, and recorded under Clerk's File Number 2007021192, Fort Bend County Official Public Records of Real Property, (F.B.C.O.P.R.R.P.); said 0.0346 acre tract being more particularly described as follows with all bearings being referenced to the Cornerstone RTK network COOP CORS station CMS2 and NGS Monument HGCSD 67;

BEGINNING at a 5/8-inch iron rod with cap stamped "JNS Engineers", found on the southerly line of said 0.2478 acre tract, from which a 5/8-inch iron rod with cap stamped "JNS Engineers", found bears South 46° 27' 47" East, 426.12 feet;

THENCE North 46° 27' 47" West, 60.00 feet, with the proposed westerly right-of-way of Katy-Gaston Road, to a 5/8-inch iron rod with cap stamped "JNS Engineers", found in the northerly boundary of said 0.2478 acre tract;

THENCE North 43° 16' 30" East, with the northerly boundary of said 0.2478 acre tract, at 19.40 feet, a found 5/8-inch iron rod with cap stamped "SURVCON" found, and continuing in all, 25.08 feet to a point in the westerly right-of-way of Katy-Gaston Road as described in the plat to Seven Meadows, Section 18, and recorded under Plat Number 2006041580, of the Fort Bend County Plat Records, (F.B.C.P.R.);

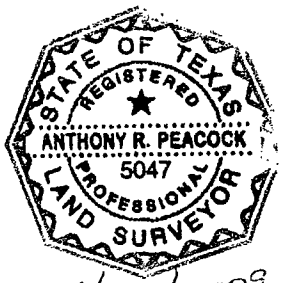
THENCE South 46° 33' 51" East, 60.00 feet, with the westerly right-of-way line of Katy-Gaston Road, to a point on the westerly line of a residue of a 108.997 acre tract, described in deed to Terrabrook Cinco Southwest, L.P., and recorded under Clerk's File Number 2002071041 (F.B.C.O.P.R.R.P.);

THENCE South 43° 16' 30" West, with the common line of said 0.2478 acre tract and said 3.000 acre tract, at 5.81 feet, a 5/8-inch iron rod with cap stamped "SURVCON" found, and continuing in all 25.19 feet to **POINT OF BEGINNING,** and containing 0.0346 acre of land in Fort Bend County, Texas. This description was prepared in conjunction with a parcel plat by Jacobs Engineering Group Inc., dated January 30, 2009;

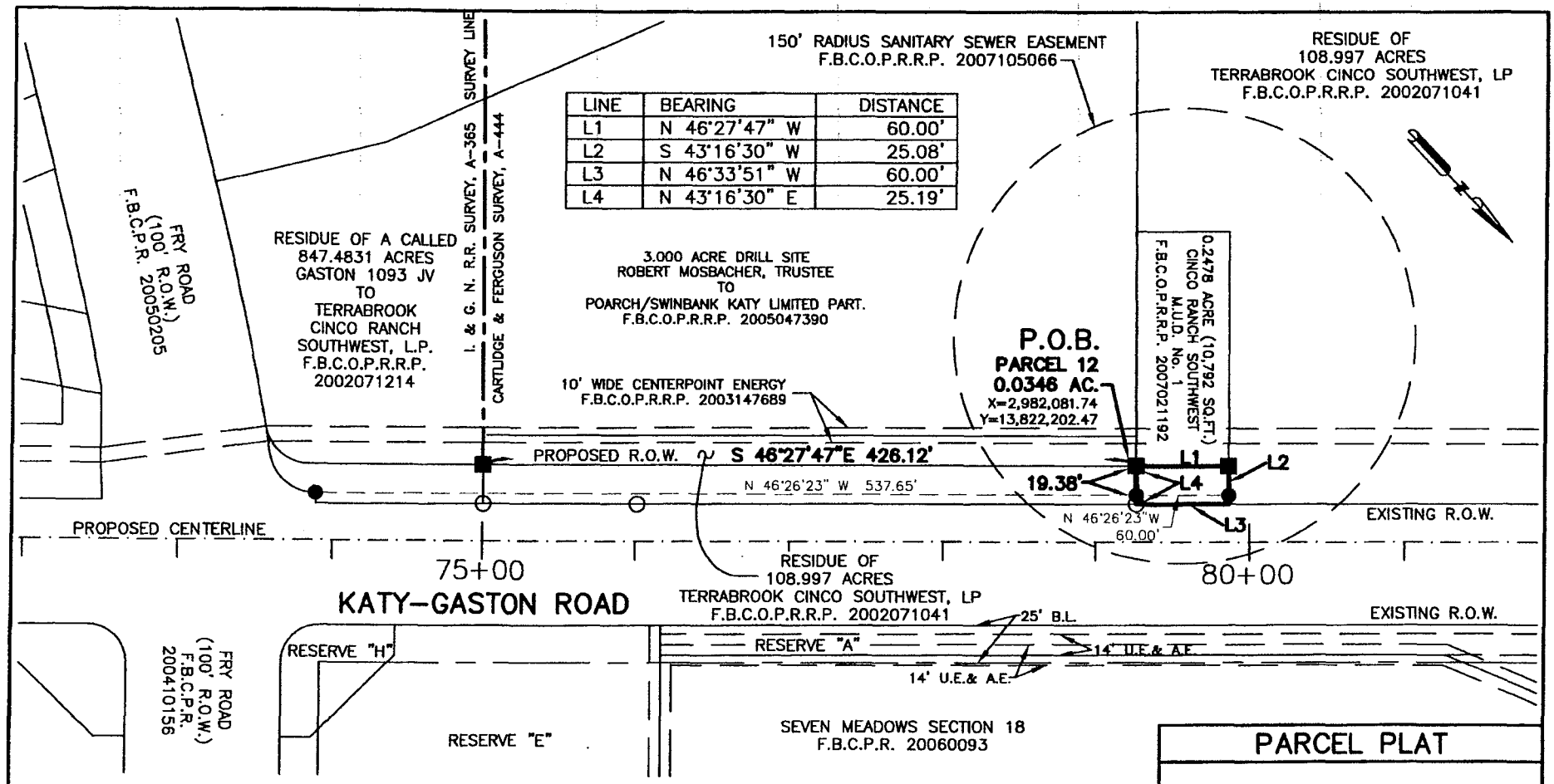
Anthony R. Peacock

Anthony R. Peacock
Registered Professional Land Surveyor
Texas Registration No. 5047

Jacobs Engineering Group Inc.
713-869-7900
Job No. WHXH C3X41402



1/30/2009



LINE	BEARING	DISTANCE
L1	N 46°27'47" W	60.00'
L2	S 43°16'30" W	25.08'
L3	N 46°33'51" W	60.00'
L4	N 43°16'30" E	25.19'

LEGEND

- ○ Point not found
- ■ 5/8" Iron Rod Found w/cap stamped "JNS ENGINEERS"
- ● 5/8" Iron Rod Found w/cap stamped "SURVCON INC."

F.B.C.P.R. Fort Bend County Plat Records
F.B.C.O.P.R.R.P. Fort Bend County Official Public Records of Real Property

0 100' 200'

SCALE: 1" = 100'

EXISTING ACREAGE	PARCEL TAKING	REMAINING ACREAGE
0.2478 AC	0.0346 AC	0.2132 AC

Notes:

1. This survey is based on the monuments found in the area in addition to parcel plats and right-of-way maps provided by JNS Engineers.

2. Basis of Bearings are referenced to the Cornerstone RTK network COOP CORS station CMS2 and NGS Monument HGCSD 67.

3. This plat has been prepared in conjunction with a Legal Description of the subject property and is attached thereto.

STATE OF TEXAS
REGISTERED
ANTHONY R. PEACOCK
5047
PROFESSIONAL
LAND SURVEYOR

PARCEL PLAT

PARCEL 12
0.0346 ACRE
OUT OF THE
CARTLIDGE & FERGUSON SURVEY,
ABSTRACT 444
FORT BEND COUNTY, TEXAS

JACOBS

Jacobs Engineering Group Inc.
55 Waugh Drive, Suite 800
Houston, Texas 77007
713-869-7900

SCALE:	1" = 100'	PROJ. NO.	C3X41402
DRAWN BY:	MVR	DATE	SHEET
CHK'D BY:	MVR	1/30/2009	1 of 1
APPROVED:	ARP		

Feb 02, 2009 8:02am K:\Survey\# WH_CARLSON\C3X41402\DWG\EXIBITS\PARCEL 12.dwg

PARCEL 13
DESCRIPTION OF A
1.7578 ACRE TRACT IN THE
CARTLIDGE AND FERGUSON SURVEY A-444
AND
S.M. WILLIAMS SURVEY A-463
FORT BEND COUNTY, TEXAS

A Metes and Bounds description of a 1.7578 acre tract (76,569 square feet) of land situated in the Cartlidge and Ferguson Survey Abstract Number 444, and the S.M. Williams Survey, Abstract 463, Fort Bend County, Texas, being a portion a residue of a called 108.997 acre tract as described in deed to Terrabrook Cinco Ranch Southwest, L.P., and recorded under Clerk's File Number 2002071041, of the Fort Bend County Official Public Records of Real Property, (F.B.C.O.P.R.R.P.); said 1.7578 acre tract being more particularly described as follows with all bearings being referenced to the Cornerstone RTK network COOP CORS station CMS2 and NGS Monument HGCSD 67;

COMMENCING at a 5/8-inch iron rod with cap stamped "JNS Engineers", found in the southerly right-of-way line of Cinco Ranch Boulevard (100-foot width) as described in the plat of Katy-Gaston Road at Cinco Ranch Boulevard, and recorded under Plat Number 20060045, of the Fort Bend county Plat Records (F.B.C.P.R.);

THENCE North 43° 31' 13" East, 166.15 feet, with the said southerly right-of-way line of Cinco Ranch Boulevard, to a 5/8-inch iron rod with cap stamped "Jacobs", set for the **POINT OF BEGINNING**;

THENCE North 43° 31' 13" East, with the said southerly right-of-way line of Cinco Ranch Boulevard, at 4.94 feet, a 5/8-inch iron rod with cap stamped "JNS Engineers" found, and continuing in all, 18.50 feet to a point for the westerly cutback corner of Katy-Gaston Road, and for the beginning of a curve to the right;

THENCE in an easterly direction, with the existing westerly right-of-way of Katy-Gaston Road, along the arc of said curve to the right, having a radius of 30.00 feet, an arc length of 47.08 feet, a central angle of 89°54'57", and a chord bearing North 88° 28' 41" East, 42.40 feet to a point;

THENCE South 46° 33' 50" East, 461.12 feet, continuing with the existing westerly right-of-way of Katy-Gaston Road, to a point for the beginning of a curve to the left;

THENCE in a southeasterly direction, and continuing with the existing westerly right-of-way of Katy-Gaston Road, along the arc of said curve to the left, having a radius of 500.00 feet, an arc length of 17.74 feet, a central angle of 2°01'57", and a chord bearing South 47° 34' 49" East, 17.74 feet to a point;

THENCE South 48° 35' 47" East, 546.21 feet, and continuing with the existing westerly right-of-way of Katy-Gaston Road, to a point for the beginning of a curve to the right;

THENCE in a southeasterly direction, and and continuing with the existing westerly right-of-way of Katy-Gaston Road, along the arc of said curve to the right, having a radius of 500.00 feet, an arc length of 17.74 feet, a central angle of 2°01'57", and a chord bearing South 47° 34' 49" East, 17.74 feet to a point;

THENCE South 46° 33' 50" East, 146.25 feet, and continuing with the existing westerly right-of-way of Katy-Gaston Road, to a point;

THENCE North 43° 26' 09" East, 30.00 feet, with the southerly existing westerly right-of-way of Katy-Gaston Road, to the northwesterly corner of Katy-Gaston Road (50-foot width) as described on the plat to Seven Meadows, Section 18, and recorded under Plat Number 200641580 (F.B.C.P.R.);

THENCE South 46° 33' 51" East, 898.55 feet, with the existing westerly right-of-way of Katy-Gaston Road, to an angle point;

THENCE South 46° 26' 45" East, 100.75 feet, continuing with the existing westerly right-of-way of Katy-Gaston Road, to a point for the corner of a residue of a called 847.4831 acre tract as described in the deed to Terrabrook Cinco Ranch Southwest, L.P., and recorded under Clerk's File Number 2002071214 (F.B.C.O.P.R.R.P.);

THENCE South 43° 22' 44" West, 30.00 feet, with the common line of the said residue of a 847.4831 acre tract, and the aforementioned 108.997 acre tract, to the southeasterly corner of a called 3.000 acre drill site as described in deed to Poarch/Swimbank Katy Limited Partnership, and recorded under Clerk's File Number 2005047390 (F.B.C.O.P.R.R.P.);

THENCE North 46° 26' 45" West, 100.84 feet, to an angle point;

THENCE North 46° 33' 52" West, 385.32 feet, with the easterly boundary of the residue of said 108.997 acre tract, to a point, for the most northerly corner of a called 0.2478 acre tract as described in deed to Cinco Ranch Southwest M.U.D. No. 1, and recorded under Clerk's File Number 2007021192 (F.B.C.O.P.R.R.P.);

THENCE South 43° 16' 30" West, with the northerly boundary of said 0.2478 acre tract, at 5.68 feet, a 5/8-inch iron rod with cap stamped "SURVCON" found, and continuing in all 25.08 feet, to a 5/8-inch iron with cap stamped "JNS Engineers", found in the aforementioned proposed westerly right-of-way of Katy Gaston Road;

THENCE North 46° 27' 47" West, 232.66 feet, with the proposed westerly right-of-way of Katy Gaston Road to a 5/8-inch iron rod with cap stamped "JNS Engineers", found for the beginning of a curve to the left;

THENCE in a northwesterly direction, continuing with the proposed westerly right-of-way of Katy Gaston Road, along the arc of said curve to the left, having a radius of 1950.00 feet, an arc length of 118.20 feet, a central angle of 03° 28' 23", and a chord bearing North 48° 11' 59" West, 118.18 feet to a 5/8-inch iron rod with cap stamped "JNS Engineers" found;

THENCE North 49° 56' 10" West, 150.00 feet, continuing with the proposed westerly right-of-way of Katy Gaston Road, to a 5/8-inch iron rod with cap stamped "JNS Engineers", found for the beginning of a curve to the right;

THENCE in a northwesterly direction, continuing with the proposed westerly right-of-way of Katy Gaston Road, along the arc of said curve to the right, having a radius of 2050.00 feet, an arc length of 124.28 feet, a central angle of 03° 28' 25", and a chord bearing North 48° 11' 58" West, 124.26 feet, to a 5/8-inch iron rod with cap stamped "JNS Engineers" found;

THENCE North 46° 27' 45" West, 1077.16 feet, continuing with the proposed westerly right-of-way of Katy Gaston Road, to a 5/8-inch iron rod with cap stamped "Jacobs", set for the beginning of a curve to the left, from which a found 5/8-inch iron with cap stamped "JNS Engineers" bears North 47° 13' 52" East, 4.98 feet;

THENCE in a westerly direction, along the arc of said curve to the left, having a radius of 30.00 feet, an arc length of 47.13 feet, a central angle of 90° 01' 02", and a chord bearing South 88° 31' 44" West, 42.43 feet to **POINT OF BEGINNING,** and containing 1.7578 acre of land in Fort Bend County, Texas. This description was prepared in conjunction with a parcel plat by Jacobs Engineering Group Inc., dated January 30, 2009, and revised February 3, 2009;

Anthony R. Peacock

Anthony R. Peacock
Registered Professional Land Surveyor
Texas Registration No. 5047

Jacobs Engineering Group Inc.
713-869-7900
Job No. WHXH C3X41402

2/3/2009

EXISTING ACREAGE	PARCEL TAKING	PRESCRIPTIVE ROADWAY TAKING	REMAINING ACREAGE
108.9970 AC	1.0695 AC	0.6883 AC	107.9275 AC

RESIDUE OF A CALLED 108.997 ACRES
POARCH/SWINBANK KATY LIMITED PARTNERSHIP
TO
TERRABROOK CINCO RANCH SOUTHWEST, L.P.
F.B.O.P.R.R.P. No. 2002071041
JULY 2, 2002

P.O.C.
PARCEL 13

P.O.B.
PARCEL 13
1.7578 AC.
X=2,980,750.77
Y=13,823,403.10

10' WIDE CENTERPOINT ENERGY
F.B.C.O.P.R.R.P. 2003147689

5/8" I.R. W/CAP STAMPED "JNS ENGINEERS" BEARS N47°13'02"E, 4.98'

"MATCHLINE" STATION 91+00.00

PROPOSED R.O.W.

PROPOSED CENTERLINE

EXISTING R.O.W.

KATY-GASTON ROAD 95+00

EXISTING R.O.W.

RESERVE "D" 10' B.L.

CINCO WEST AT SEVEN MEADOWS SECTION 1 F.B.O.P.R.R.P. No. 2004131292

VINE BRANCH LANE (60' R.O.W.)

10' B.L. RESERVE "B"

CINCO WEST AT SEVEN MEADOWS SECTION 1
F.B.O.P.R.R.P. No. 2004131292

EXISTING R.O.W.

CINCO BRANCH BLVD. (100' R.O.W.) F.B.C.P.R. 20060045

0 100' 200'

SCALE: 1" = 100'

LINE	BEARING	DISTANCE
L1	N 43°31'13" E	166.15'
L2	N 43°31'13" E	18.50'
L3	S 46°33'50" E	461.12'
L4	N 48°35'47" W	546.21'
L5	S 46°27'45" E	1077.16'
L6	N 43°31'13" E	4.94

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	30.00'	47.08'	42.40'	N 88°28'41" E	89°54'57"
C2	500.00'	17.74'	17.74'	S 47°34'49" E	02°01'57"
C3	30.00'	47.13'	42.43'	N 88°31'44" E	90°01'02"

LEGEND

- ○ Point not found
- □ 5/8" Iron Rod set w/cap stamped "Jacobs"
- ■ 5/8" Iron Rod Found w/cap stamped "JNS ENGINEERS"
- ● 5/8" Iron Rod Found w/cap stamped "SURVCON INC."

F.B.C.P.R. Fort Bend County Plat Records
F.B.C.O.P.R.R.P. Fort Bend County Official Public Records of Real Property

Notes:

1. This survey is based on the monuments found in the area in addition to parcel plats and right-of-way maps provided by JNS Engineers.
2. Basis of Bearings are referenced to the Cornerstone RTK network COOP CORS station CMS2 and NGS Monument HGCSD 67.
3. This plat has been prepared in conjunction with a Legal Description of the subject property and is attached thereto.

STATE OF TEXAS
REGISTERED
ANTHONY R. PEACOCK
5047
PROFESSIONAL
LAND SURVEYOR

Anthony R. Peacock

** Revised February 3, 2009

PARCEL PLAT

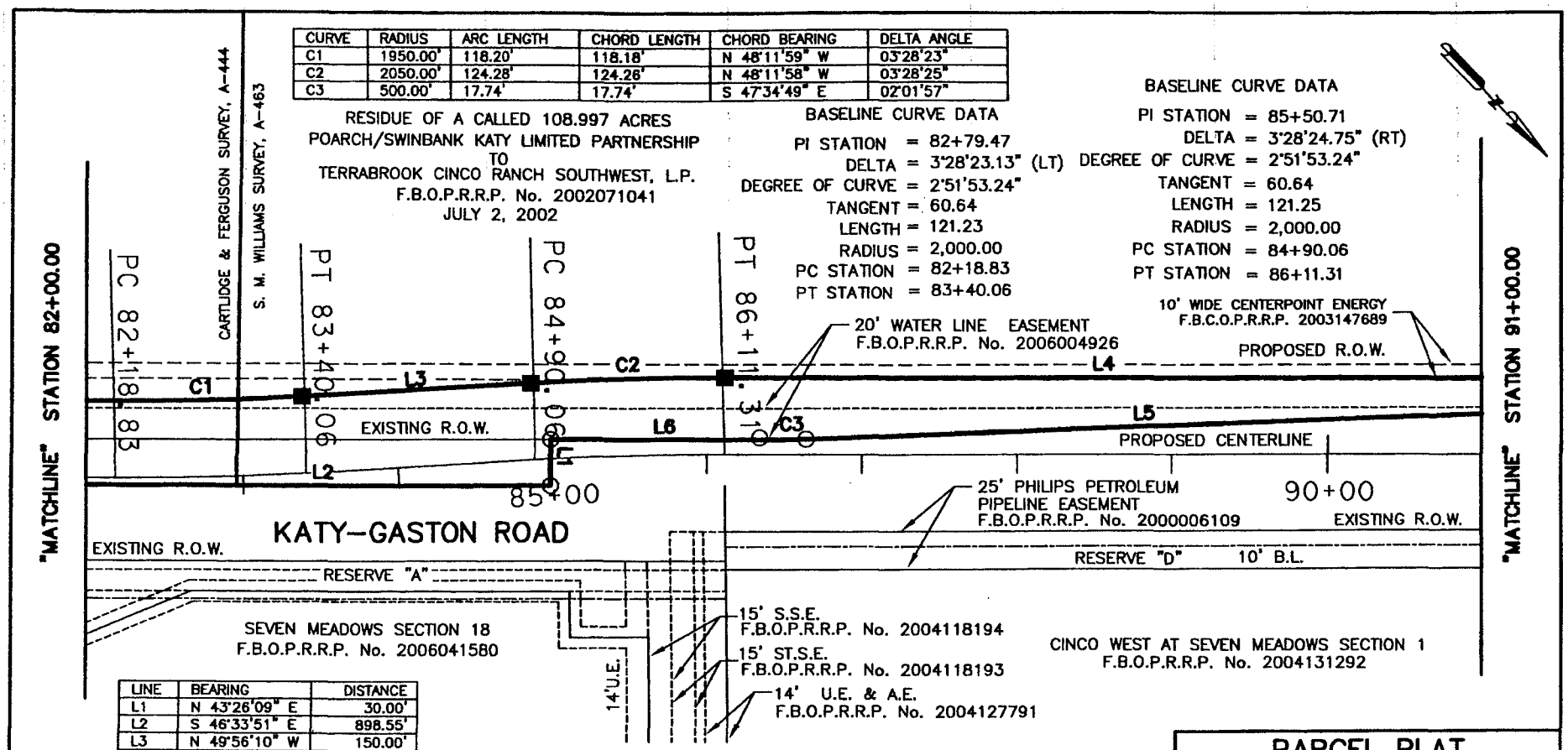
PARCEL 13
1.7578 ACRE
OUT OF THE
CARTLIDGE & FERGUSON SURVEY,
ABSTRACT 444 &
S. M. WILLIAMS SURVEY,
ABSTRACT 463
FORT BEND COUNTY, TEXAS

JACOBS

Jacobs Engineering Group Inc.
55 Waugh Drive, Suite 800
Houston, Texas 77007
713-869-7900

SCALE:	1" = 100'	PROJ. NO.	C3X41402
DRAWN BY:	MVR	DATE	SHEET
CHK'D BY:	MVR	1/30/2009	1 of 3
APPROVED:	ARP		

Feb 03, 2009 10:18am K:\Survey\# WH_CARLSON\C3X41402\DWG\EXIBITS\PARCEL_13C_revised.dwg



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1950.00'	118.20'	118.18'	N 48°11'59" W	03°28'23"
C2	2050.00'	124.28'	124.26'	N 48°11'58" W	03°28'25"
C3	500.00'	17.74'	17.74'	S 47°34'49" E	02°01'57"

RESIDUE OF A CALLED 108.997 ACRES
POARCH/SWINBANK KATY LIMITED PARTNERSHIP
TO
TERRABROOK CINCO RANCH SOUTHWEST, L.P.
F.B.O.P.R.R.P. No. 2002071041
JULY 2, 2002

BASELINE CURVE DATA
PI STATION = 82+79.47
DELTA = 3°28'23.13" (LT)
DEGREE OF CURVE = 2°51'53.24"
TANGENT = 60.64
LENGTH = 121.23
RADIUS = 2,000.00
PC STATION = 82+18.83
PT STATION = 83+40.06

BASELINE CURVE DATA
PI STATION = 85+50.71
DELTA = 3°28'24.75" (RT)
DEGREE OF CURVE = 2°51'53.24"
TANGENT = 60.64
LENGTH = 121.25
RADIUS = 2,000.00
PC STATION = 84+90.06
PT STATION = 86+11.31

LINE	BEARING	DISTANCE
L1	N 43°26'09" E	30.00'
L2	S 46°33'51" E	898.55'
L3	N 49°56'10" W	150.00'
L4	N 46°27'45" W	1077.16'
L5	S 48°35'47" E	546.21'
L6	S 46°33'51" E	146.25'

EXISTING ACREAGE	PARCEL TAKING	PRESCRIPTIVE TAKING	REMAINING ACREAGE
108.9970 AC	1.0695 AC	0.6883 AC	107.9275 AC

LEGEND

- ○ Point not found
- ■ 5/8" Iron Rod Found w/cap stamped "JNS ENGINEERS"
- ● 5/8" Iron Rod Found w/cap stamped "SURVCON INC."
- F.B.C.P.R. Fort Bend County Plat Records
- F.B.C.O.P.R.R.P. Fort Bend County Official Public Records of Real Property

0' 100' 200'

SCALE: 1" = 100'

Notes:

1. This survey is based on the monuments found in the area in addition to parcel plats and right-of-way maps provided by JNS Engineers.
2. Basis of Bearings are referenced to the Cornerstone RTK network COOP CORS station CMS2 and NGS Monument HGCSD 67.
3. This plat has been prepared in conjunction with a Legal Description of the subject property and is attached thereto.

STATE OF TEXAS
REGISTERED
ANTHONY R. PEACOCK
5047
PROFESSIONAL
LAND SURVEYOR

** Revised February 3, 2009

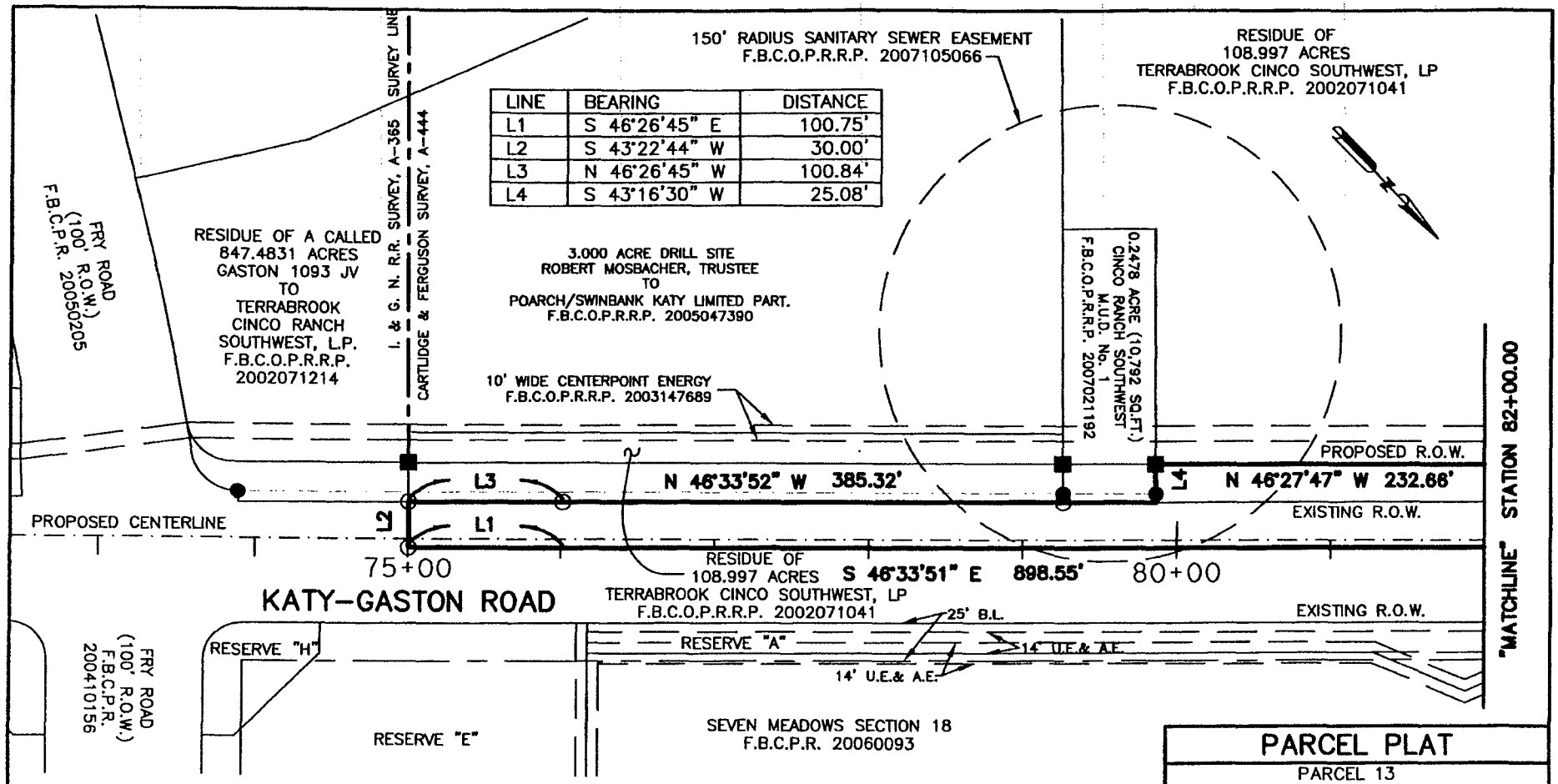
PARCEL PLAT

PARCEL 13
1.7878 ACRE
OUT OF THE
CARTLIDGE & FERGUSON SURVEY,
ABSTRACT 444 &
S. M. WILLIAMS SURVEY,
ABSTRACT 463
FORT BEND COUNTY, TEXAS

JACOBS
Jacobs Engineering Group Inc.
55 Waugh Drive, Suite 800
Houston, Texas 77007
713-869-7900

SCALE:	1" = 100'	PROJ. NO.	C3X41402
DRAWN BY:	MVR	DATE	SHEET
CHK'D BY:	MVR	1/30/2009	2 of 3
APPROVED:	ARP		

Feb 03, 2009 10:21am K:\Survey\# WH_CARLSON\C3X41402\DWG\EXIBITS\PARCEL_13B.dwg



LINE	BEARING	DISTANCE
L1	S 46°26'45" E	100.75'
L2	S 43°22'44" W	30.00'
L3	N 46°26'45" W	100.84'
L4	S 43°16'30" W	25.08'

EXISTING ACREAGE	PARCEL TAKING	PRESCRIPTIVE TAKING	REMAINING ACREAGE
108.9970 AC	1.0695 AC	0.6883 AC	107.9275 AC

LEGEND

- ○ Point not found
- ■ 5/8" Iron Rod Found w/cap stamped "JNS ENGINEERS"
- ● 5/8" Iron Rod Found w/cap stamped "SURVCON INC."

F.B.C.P.R. Fort Bend County Plat Records
F.B.C.O.P.R.R.P. Fort Bend County Official Public Records of Real Property

0 100' 200'

SCALE: 1" = 100'

Notes:

1. This survey is based on the monuments found in the area in addition to parcel plats and right-of-way maps provided by JNS Engineers.
2. Basis of Bearings are referenced to the Cornerstone RTK network COOP CORS station CMS2 and NGS Monument HGCSD 67.
3. This plat has been prepared in conjunction with a Legal Description of the subject property and is attached thereto.

STATE OF TEXAS
REGISTERED
ANTHONY R. PEACOCK
5047
PROFESSIONAL
LAND SURVEYOR

** Revised February 3, 2009

PARCEL PLAT

PARCEL 13
1.7578 ACRE
OUT OF THE
CARTLIDGE & FERGUSON SURVEY,
ABSTRACT 444 &
S. M. WILLIAMS SURVEY,
ABSTRACT 463
FORT BEND COUNTY, TEXAS

JACOBS™
Jacobs Engineering Group Inc.
55 Waugh Drive, Suite 800
Houston, Texas 77007
713-869-7900

SCALE:	1" = 100'	PROJ. NO.	C3X41402
DRAWN BY:	MVR	DATE	SHEET
CHK'D BY:	MVR	1/30/2009	3 of 3
APPROVED:	ARP		

Feb 03, 2009 10:21am K:\Survey\# WH_CARLSON\C3X41402\DWG\EXIBITS\PARCEL_13A.dwg

22C

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 03.31.09 **Submitted By:** L aura Johnson
Department: Commissioner Pct 3
Court Agenda Date: 04.07.09 **Phone Number:** 4556

SUMMARY OF ITEM: Approve Order Decreeing the Acquisition of Property to be a Public Necessity and Authorize the Acquisition and Payment of Compensation for public project known as FM 1464 Widening Project.

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES X NO ☐

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☐	Auditor	(281-341-3774)	☒	Comm. Pct. 1	(281-342-0587)
☐	Budget Officer	(281-344-3954)	☒	Comm. Pct. 2	(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	☒	Comm. Pct. 3	(281-242-9060)
☐	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:
Mobility Project No. 3791-764

Special Handling Requested (specify):

4-15-09 orig. ret. to Laura at CO. Attorney

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

RESOLUTION AND ORDER DECREEING THE ACQUISITION OF PROPERTY TO BE A PUBLIC NECESSITY AND AUTHORIZING THE ACQUISITION AND PAYMENT OF COMPENSATION

WHEREAS, on the 7 day of April, 2009, at a regular meeting of the Commissioners Court of Fort Bend County, Texas, sitting as the governing body of Fort Bend County, upon motion of Commissioner Patterson, seconded by Commissioner Meyers, duly put and carried:

RESOLUTION

RESOLVED THAT WHEREAS, the Commissioners Court has received and reviewed the plans for a public project known as the FM 1464 Widening Project, located from Shiloh Lakes to SH 99, in Fort Bend County, Texas; and,

WHEREAS, Commissioners Court has determined that public necessity and convenience exists for the location, alignment, construction, operation, and maintenance of a public project known as FM 1464 Widening Project, located from Shiloh Lakes to SH 99, in Fort Bend County, Texas, in accordance with said plans, alignment, and tract identifications which are part hereof:

ORDER

NOW THEREFORE, IT IS ORDERED AND DECREED that the plans for the location, alignment, construction, operation, and maintenance of the public project known as FM 1464 Widening Project, located from Shiloh Lakes to SH 99, in Fort Bend County, Texas, is approved.

IT IS FURTHER ORDERED AND DECREED that public necessity and convenience exist for the public project, known as FM 1464 Widening Project, located from Shiloh Lakes to SH 99, in Fort Bend County, Texas, and that the County Engineer be authorized and directed to obtain appraisals, surveys, title information and/or make official offers of

specific amount for the purchase of either easement or the fee simple interest in and to the tract(s) situated within such alignment [survey(s) attached]; that the County Attorney be authorized and directed, and he is hereby authorized and directed to file or cause to be filed proceedings in eminent domain and to acquire thereby easement or fee simple interest for said purposes in the tract(s) which cannot be acquired as aforesaid by donation, dedication, or purchase.

IT IS FURTHER ORDERED AND DECREED that the County Judge or designated representative be authorized and directed to sign any papers or agreements associated with closing the purchase(s); the County Attorney, County Clerk, County Auditor and County Treasurer be authorized and directed to perform any and all necessary acts within their respective spheres of official duties toward the final acquisition of the tract(s) of land, or interest(s) therein, together with the improvement if any, within the said public project known as FM 1464 Widening Project, located from Shiloh Lakes to SH 99, in Fort Bend County, Texas and the payment and compensation therefore.

PASSED AND APPROVED this 7 day of April, 2009.

FORT BEND COUNTY

Robert E. Hebert, County Judge

ATTEST:

Dianne Wilson, County Clerk

WHV/as: Mobility 3791-1464.3791-764.:Resolution and Order: (3/20/09)

EXHIBIT___

County: Fort Bend
Highway: F.M. 1464
Project Limits: Shiloh Lake Drive to State Highway 99
ROW CSJ: 1415-02-041

Property Description for Parcel 5

Being a 5.825 acre (253,734 square feet) parcel of land, out of the J.H. Cartwright Survey A-16, Fort Bend County, Texas and being all of that certain 5.825 acre Residue of a 61.645 acre tract of land, described in a Deed dated 11-23-1993 from Texas Commerce Bank National Association to Old Richmond Road, Ltd., filed in the Official Public Records Fort Bend County, Texas (O.P.R.F.B.C.) at Clerk's File No. 9379573 and being more particularly described as follows:

BEGINNING at a set 5/8 inch iron rod with TxDOT Aluminum cap located at the southeast corner of the Residue of said 61.645 acre tract and at an interior corner of a 2.8184 acre tract of land described in a Deed dated 12-11-2001 from Beazer Homes Texas, LP to Orchard Lake Estates Homeowners' Association, Inc., filed in the O.P.R.F.B.C. at Clerk's File No. 2001123484, and being an interior corner of Orchard Lake Estates, Section One, filed in Fort Bend County Plat Records (F.B.C.P.R.) in Slide Number 2128B;

1) THENCE, South 87°34'07" West, at a distance of 564.55 feet passing a set 5/8 inch iron rod with TxDOT Aluminum cap located in the proposed east right-of-way line of F.M. 1464 (width varies) and continuing for a total distance of 599.67 feet, along the south line of the Residue of said 61.645 acre tract and the north line of said Orchard Lake Estates, Section One, to the southwest corner of the Residue of said 61.645 acre tract, to the southwest corner of herein described parcel and being located in the existing east right-of-way line of F.M. 1464 (width varies) as described in Volume 275, Page 253 and Volume 275, Page 244 filed in the Fort Bend County Deed Records (F.B.C.D.R.);

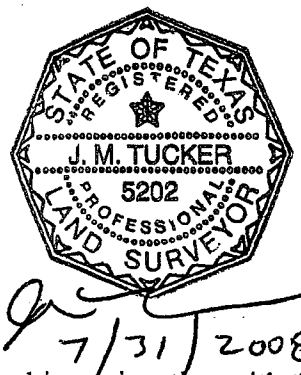
2) THENCE, North 02°20'28" East, a distance of 449.40 feet, along the west line of the Residue of said 61.645 acre tract and the existing east right-of-way line of said F.M. 1464, to the northwest corner of the Residue of said 61.645 acre tract and to the northwest corner of herein described parcel;

EXHIBIT___

3) THENCE, South 87°42'30" East, at a distance of 35.00 feet passing a found 5/8 inch iron rod, being located at the southwest corner of Stratford Park Village Six, filed in the F.B.C.P.R. in Slide Number 1873B and continuing for a total distance of 597.24 feet, along the north line of the Residue of said 61.645 acre tract and along the south line of said Stratford Park Village Six, to a set 5/8 inch iron rod with TxDOT Aluminum cap for the northeast corner of herein described parcel, for the northeast corner of the Residue of said 61.645 acre tract and being located at the southeast corner of said Stratford Park Village Six and being in a west line of said Orchard Lake Estates, Section One;

4) THENCE, South 02°17'27" West, a distance of 400.02 feet, along the east line of the Residue of said 61.645 acre tract and a west line of said Orchard Lake Estates, Section One, to the POINT OF BEGINNING and containing 5.825 acres (253,734 square feet) parcel of land.

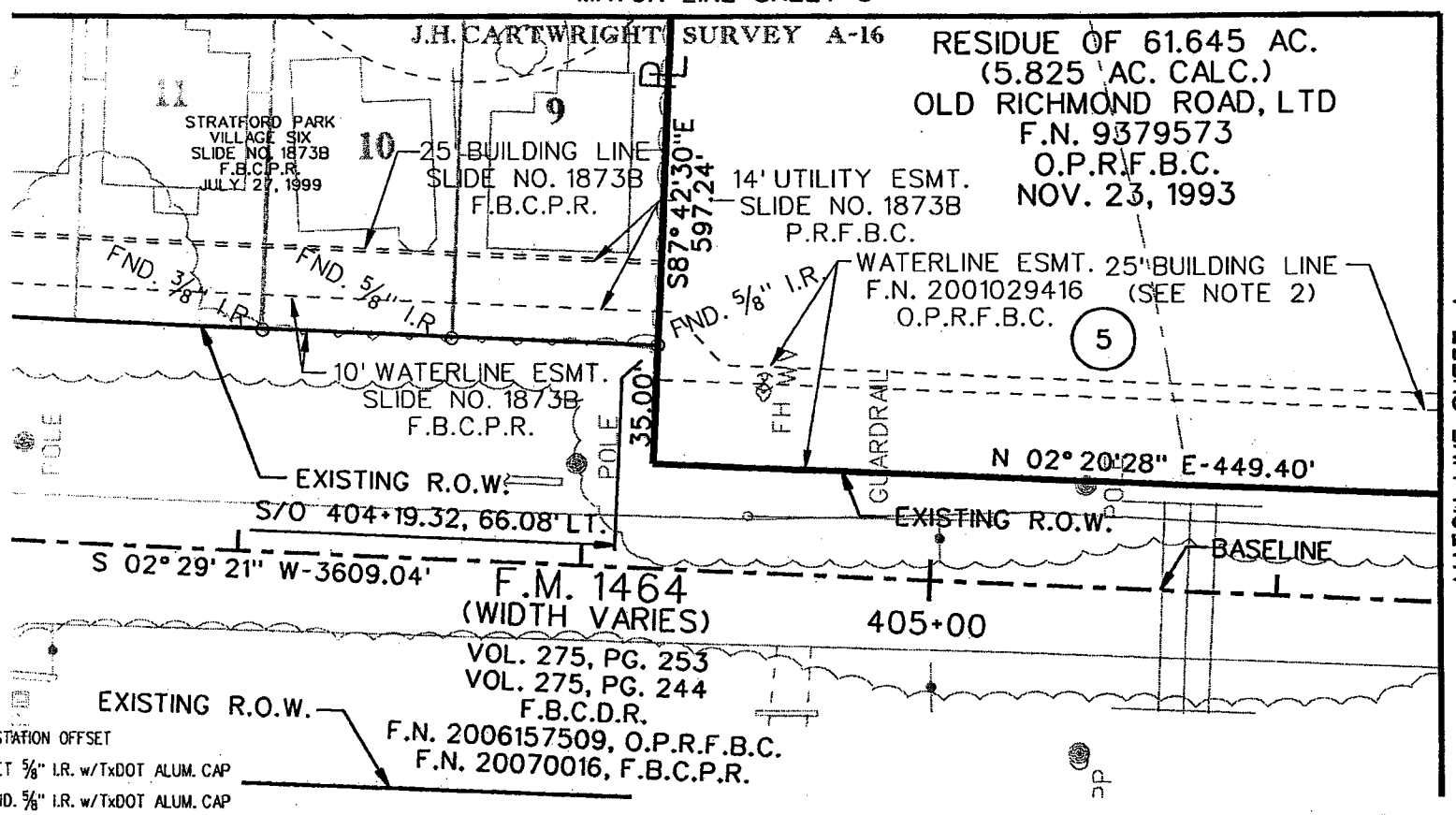
NOTE: The Point of Beginning of this description has coordinates of X=3,023,036.18 and Y=13,792,167.95; All bearings are based on the Texas State Plane coordinate system, NAD 83 (1993 Adj.), South Central Zone. All coordinates shown are surface and may be converted to grid by Dividing by TxDOT conversion factor of 1.00013.



Compiled by:
Weisser Engineering Company
19500 Park Row, Suite 100
Houston, Texas 77084
August, 2006
Revised July, 2008

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

Access will be permitted to the highway facility from the remainder of the property.



S/O-STATION OFFSET

■ SET 5/8" I.R. w/TxDOT ALUM. CAP

□ FND. 5/8" I.R. w/TxDOT ALUM. CAP

● SET 5/8" I.R. w/CAP STAMPED "WEISSER ENG. HOUSTON, TX"

O FND. (AS INDICATED)

NOTES:

1. ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 (1993 ADJ.). ALL DISTANCES AND COORDINATES ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY TXDOT CONVERSION FACTOR OF 1.00013.

2. CITY OF HOUSTON ORDINANCE No. 82-1010 AMENDED BY ORDINANCE No. 85-1878 H.C.C.F. No. N253886 O.P.R.R.P.H.C. AND AMENDED BY ORDINANCE No. 99-262

3. A PROPERTY DESCRIPTION OF EVEN DATE HAS BEEN PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

4. ACCESS WILL BE PERMITTED TO THE HIGHWAY FACILITY FROM THE REMAINDER.

STATE OF TEXAS
REGISTERED
J. M. TUCKER
5202
PROFESSIONAL
LAND SURVEYOR

7/31/2008

SHEET 3 OF 8

REVISIONS:
1. 07/2008 - REVISED PARCEL 5

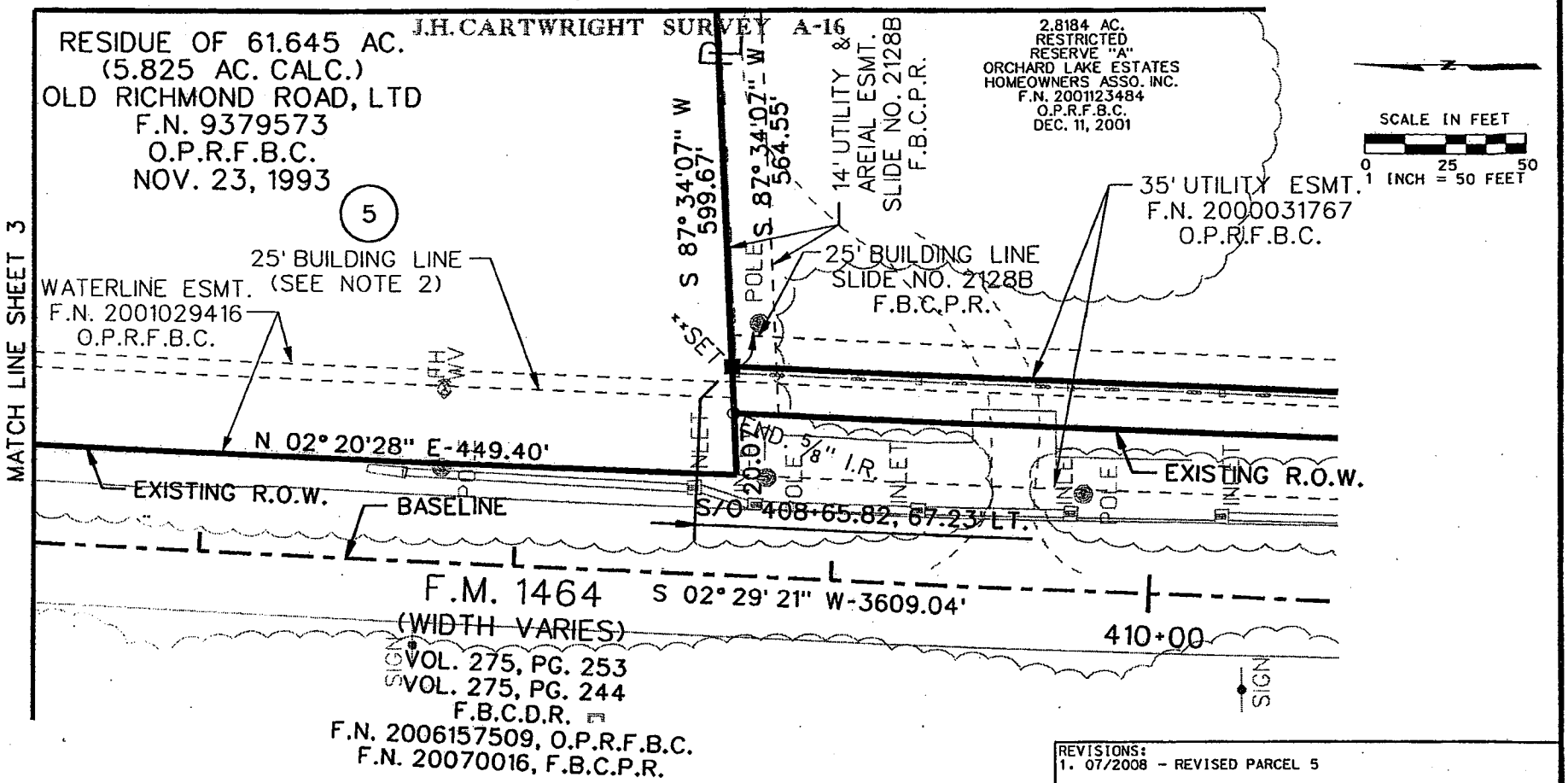
EXISTING	TAKING AC/SF	REMAINING
5.825 AC. (CALC.)	5.825 AC.	0.000 AC.
	253.734 SF	

WEISSER Engineering Co.
19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579 - 7300

F.M. 1464
SURVEY PLAT OF PARCEL 5
FORT BEND COUNTY, TEXAS

DATE: 08/2006 | SCALE: = 1" = 50' | JOB No.: EE086

R.O.W. CSJ: 1415-02-041 | DWG. No. : P-05-1.DGN



REVISIONS:
1. 07/2008 - REVISED PARCEL 5

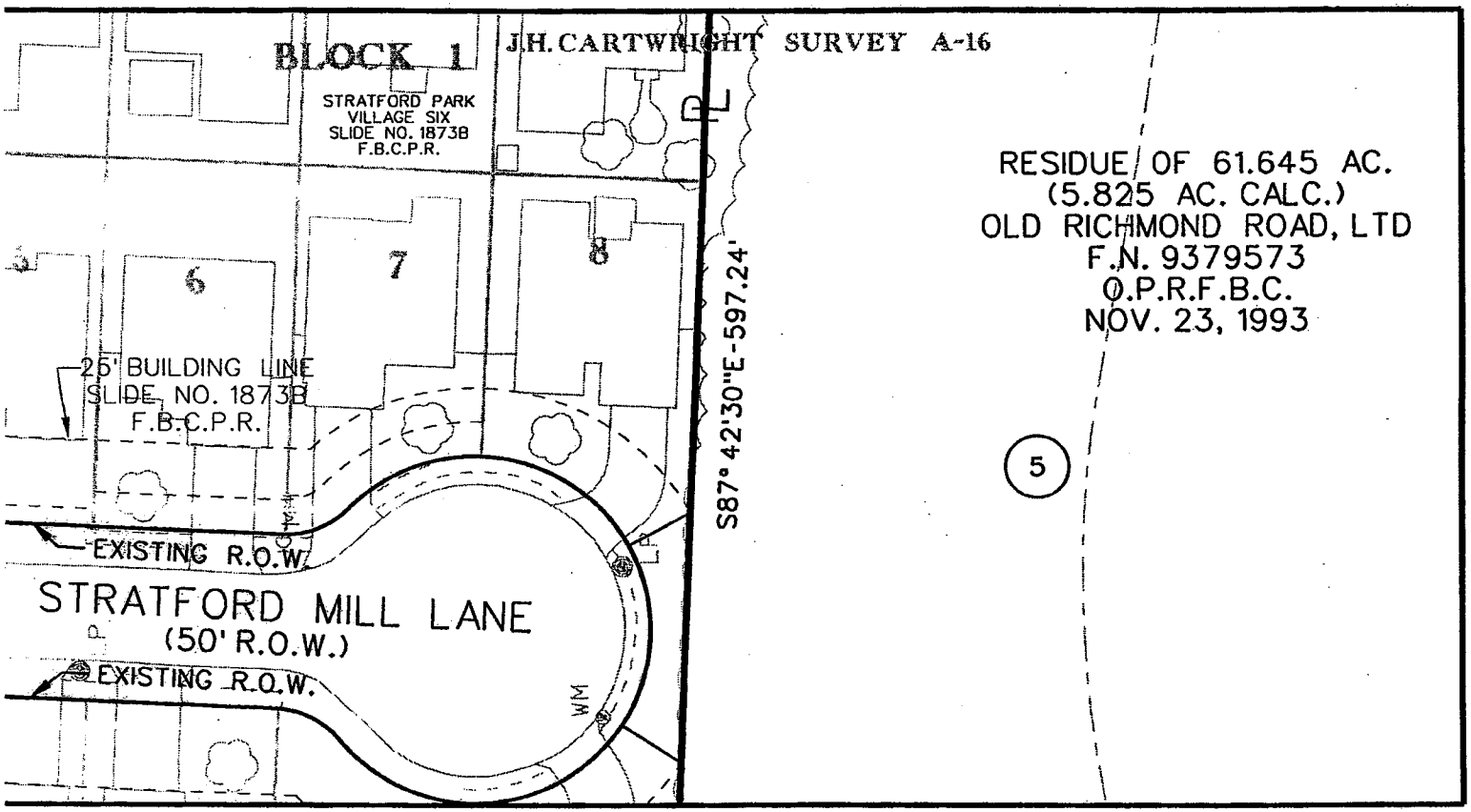
EXISTING	TAKING AC/SF	REMAINING
5.825 AC. (CALC.)	5.825 AC.	0.000 AC.
	253,734 SF	

WEISSER Engineering Co.
19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579 - 7300

F.M. 1464
SURVEY PLAT OF PARCEL 5
FORT BEND COUNTY, TEXAS

DATE:08/2006	SCALE: = 1" = 50'	JOB No.:EE086
R.O.W. CSJ: 1415-02-041		DWG. No. : P-05-2.DGN

MATCH LINE SHEET 7



MATCH LINE SHEET 3

REVISIONS:
1. 07/2008 - REVISED PARCEL 5

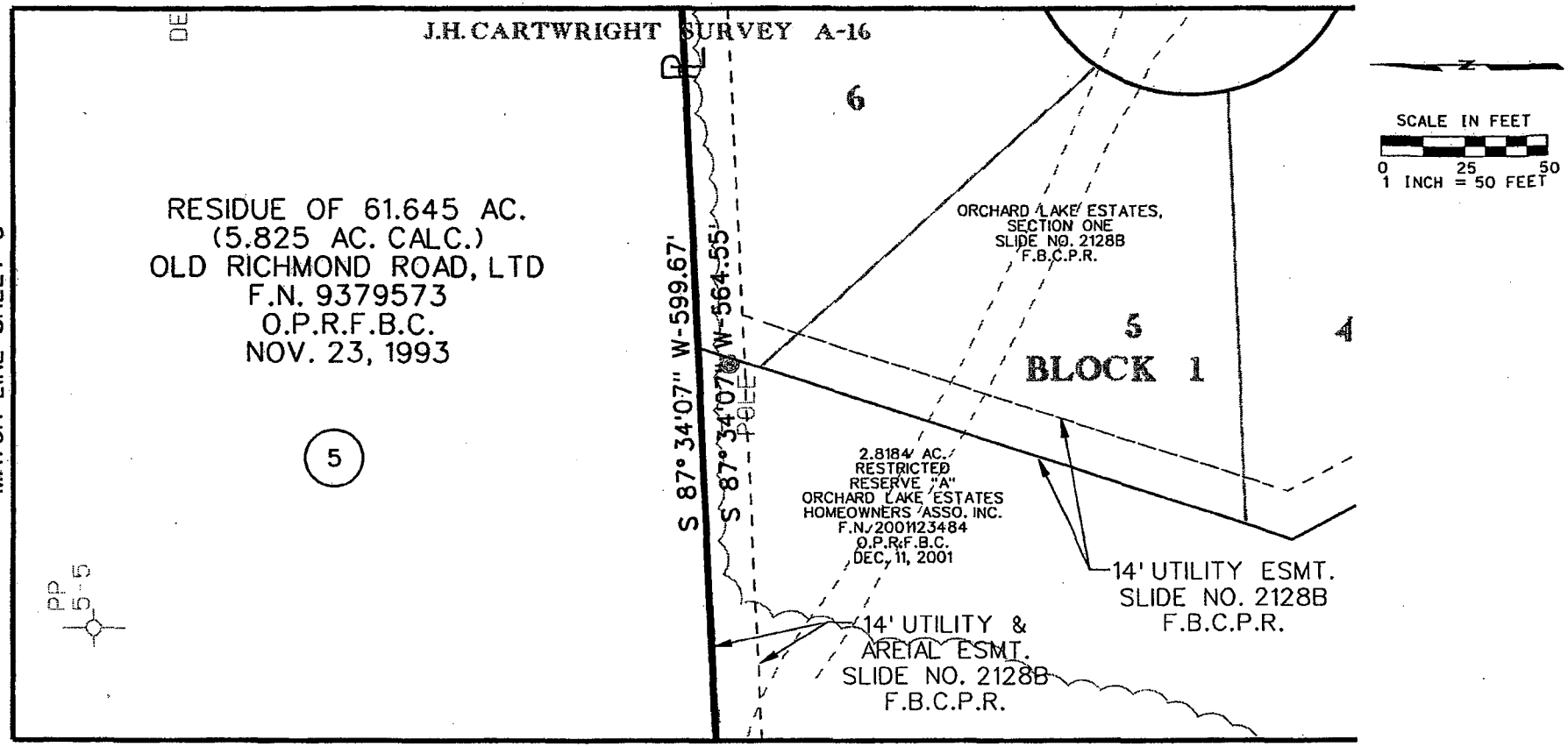
EXISTING	TAKING AC/SF	REMAINING
5.825 AC. (CALC.)	5.825 AC.	0.000 AC.
	253.734 SF	

WEISSER Engineering Co.
19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579 - 7300

F.M. 1464
SURVEY PLAT OF PARCEL 5
FORT BEND COUNTY, TEXAS

DATE:08/2006	SCALE: = 1" = 50'	JOB No.:EE086
R.O.W. CSJ: 1415-02-041		DWG. No. : P-05-3.DGN

MATCH LINE SHEET 8



MATCH LINE SHEET 4

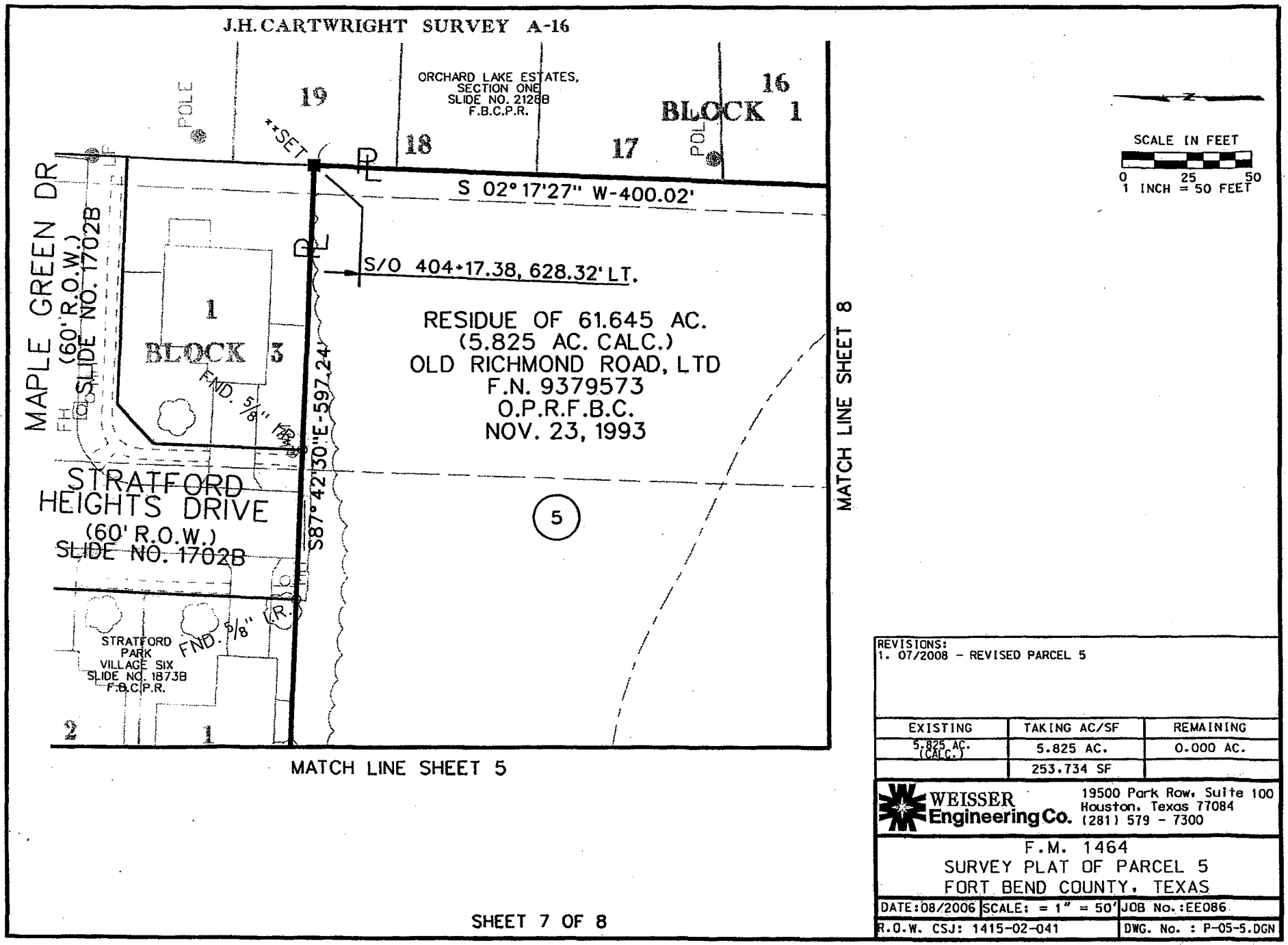
REVISIONS:
1. 07/2008 - REVISED PARCEL 5

EXISTING	TAKING AC/SF	REMAINING
5.825 AC. (CALC.)	5.825 AC.	0.000 AC.
	253.734 SF	

WEISSER Engineering Co.
19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579 - 7300

F.M. 1464
SURVEY PLAT OF PARCEL 5
FORT BEND COUNTY, TEXAS

DATE: 08/2006	SCALE: = 1" = 50'	JOB No.: EE086
R.O.W. CSJ: 1415-02-041		DWG. No. : P-05-4.DGN



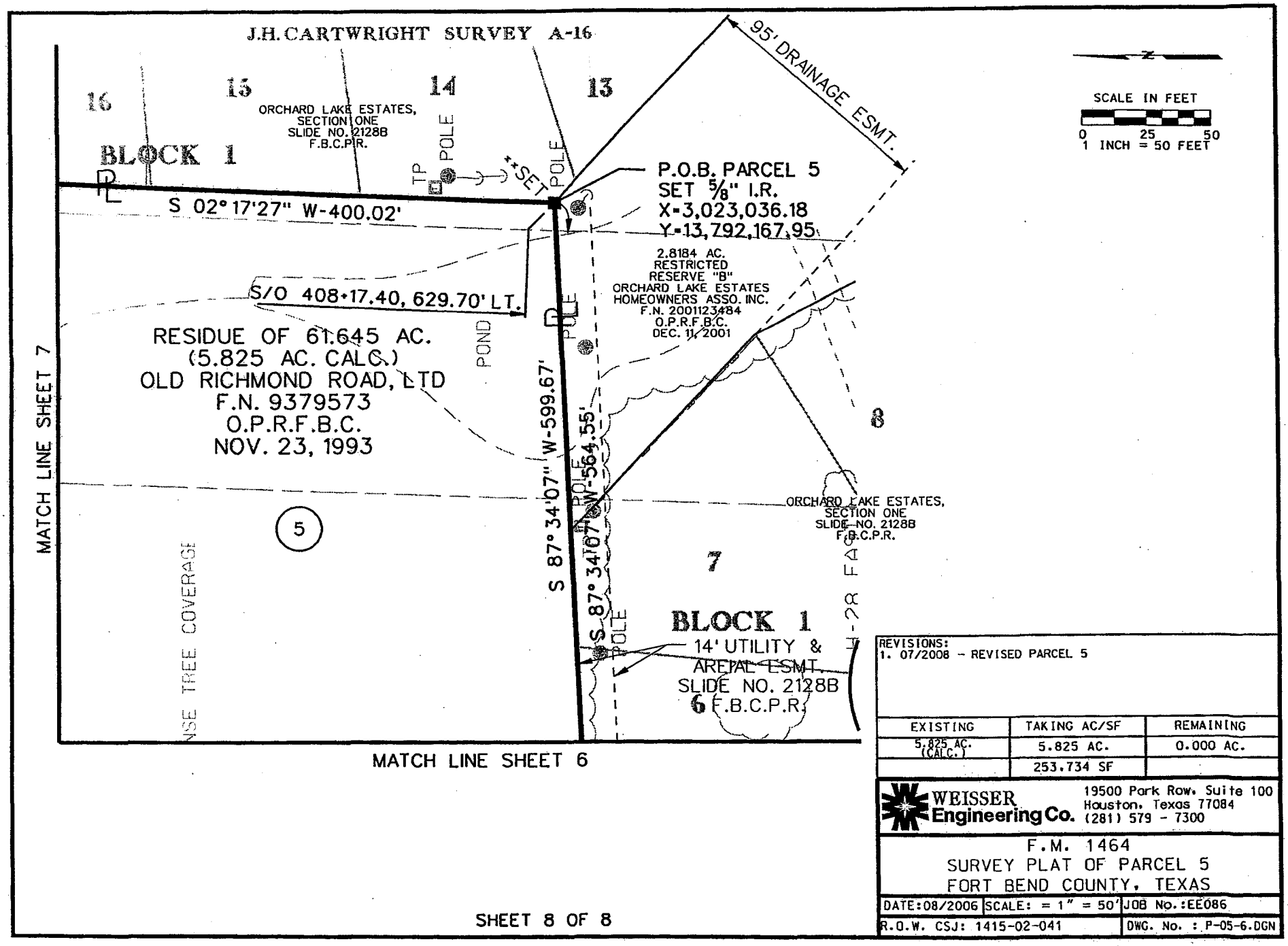
REVISIONS:
1. 07/2008 – REVISED PARCEL 5

EXISTING	TAKING AC/SF	REMAINING
5.825 AC. (CALC.)	5.825 AC.	0.000 AC.
	253.734 SF	

WEISSER Engineering Co.
19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579 - 7300

F.M. 1464
SURVEY PLAT OF PARCEL 5
FORT BEND COUNTY, TEXAS

DATE: 08/2006	SCALE: = 1" = 50'	JOB No.: EE086
R.O.W. CSJ: 1415-02-041		DWG. No. : P-05-5.DGN



REVISIONS:
1. 07/2008 - REVISED PARCEL 5

EXISTING	TAKING AC/SF	REMAINING
5.825 AC. (CALC.)	5.825 AC.	0.000 AC.
	253.734 SF	

WEISSER Engineering Co.
19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579 - 7300

F.M. 1464
SURVEY PLAT OF PARCEL 5
FORT BEND COUNTY, TEXAS

DATE: 08/2006	SCALE: = 1" = 50'	JOB No.: EE086
R.O.W. CSJ: 1415-02-041		DWG. No. : P-05-6.DGN

EXHIBIT___

County: Fort Bend
Highway: F.M. 1464
Project Limits: Shiloh Lake Drive to State Highway 99
ROW CSJ: 1415-02-041

Property Description for Parcel 8

Being a 0.9073 acre (39,521 square feet) parcel of land, out of the J.H. Cartwright Survey, A-16, Fort Bend County, Texas and located in Oyster Creek described in a Deed dated 07-20-1988 from Brazos River Authority to Galveston County Water Authority, filed in the Fort Bend County Deed Records (F.B.C.D.R.) in Volume 2059, Page 2245 Fort Bend County, Texas, being more particularly described as follows:

Part 1

COMMENCING at a set 5/8 inch iron rod with cap stamped "Weisser Eng., Houston, TX" located at an angle point in a north line of said Oyster Creek, also being a south line of that certain 29.272 acre tract of land, described in a Special Warranty Deed dated 06-07-2001 from Beazer Homes Texas, L.P. to MHI Partnership, LTD., filed in the Official Public Records Fort Bend County, Texas (O.P.R.F.B.C.) at Clerk's File No. 2001055269; thence as follows:

South 76°55'32" West, a distance of 711.15 feet, along a north line of said Oyster Creek and a south line of said 29.272 acre tract, to a set 5/8 inch iron rod with TxDOT Aluminum cap located in the proposed east right-of-way line of F.M. 1464 (width varies), marking the northeast corner and POINT OF BEGINNING of the herein described parcel; **

1) THENCE, South 00°11'47" East, a distance of 314.15 feet, along the proposed east right-of-way line of said F.M. 1464, to a set 5/8 inch iron rod with TxDOT Aluminum cap for the southeast corner of herein described parcel, being located in the south line of said Oyster Creek and in a north line of that certain 15.1242 acre tract of land, described in a Deed dated 11-07-1984 from Robert Schumann to Timothy L. Schumann, filed in the F.B.C.D.R. in Volume 1563, Page 406 Fort Bend County, Texas; **

2) THENCE, South 74°25'59" West, a distance of 100.73 feet, along a south line of said Oyster Creek and a north line of said 15.1242 acre tract, to the southwest corner of herein described parcel, being located in the existing east right-of-way line of F.M. 1464 (width varies) as described in Volume 275, Page 242 and Volume 275, Page 269 and Volume 275, Page 244 filed in the F.B.C.D.R.;

EXHIBIT___

3) THENCE, North 00°04'06" East, a distance of 318.99 feet, along the existing east right-of-way line of said F.M. 1464, to the northwest corner of herein described parcel;

4) THENCE, North 76°55'30" East, a distance of 98.12 feet, along the north line of said Oyster Creek and the south line of said 29.272 acre tract, to the POINT OF BEGINNING and containing 0.7001 acre (30,495 square feet) parcel of land for Part 1.

NOTE: The Point of Beginning of this description Part 1 has coordinates of X=3,022,501.97 and Y=13,789,567.03

Part 2

COMMENCING at a set 5/8 inch iron rod with cap stamped "Weisser Eng., Houston, TX" located at an angle point in a north line of said Oyster Creek, also being a south line of a Residue of a 205.28 acre tract of land, described in a Special Warranty Deed dated 11-09-2005 from Golf Unlimited LP to O.O. Development, Ltd., filed in the O.P.R.F.B.C. at Clerk's File No. 2005138241; thence as follows:

North 80°11'41" East, a distance of 691.41 feet, along a north line of said Oyster Creek and a south line of said Residue of 205.28 acre tract, to a set 5/8 inch iron rod with TxDOT Aluminum cap located in the proposed west right-of-way line of F.M. 1464 (width varies), marking the northwest corner and POINT OF BEGINNING of the herein described parcel; **

1) THENCE, North 33°50'37" East, at a distance of 61.26 feet, passing a set 5/8 inch iron rod with TxDOT Aluminum cap located in the existing west right-of-way line of F.M. 1464 (width varies) as described in Volume 275, Page 242, Volume 275, Page 269, Volume 275, Page 244 filed in the F.B.C.D.R. and filed in the Official Public Records Fort Bend County, Texas (O.P.R.F.B.C.) at Clerk's File No. 2006157509, and continuing a total distance of 97.58 feet, along a north line of said Oyster Creek and the existing southeast right-of-way line of said F.M. 1464, to the northeast corner of herein described parcel; **

2) THENCE, South 00°01'14" West, a distance of 203.78 feet, along the existing west right-of-way line of said F.M. 1464, to the southeast corner of herein described parcel, being the northeast corner of that that certain 293.984 acre Residue of 5,656.65 acre tract of land, described in a Deed dated 01-31-1935 from The State of Texas to Harlem Sate Farm, filed in the F.B.C.D.R. in Volume 152, Page 423, Fort Bend County, Texas;

EXHIBIT___

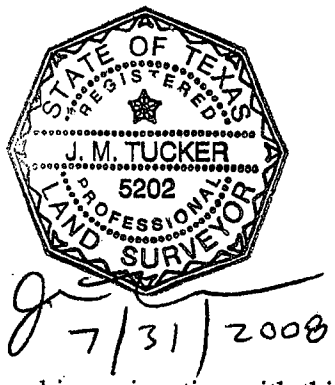
3) THENCE, South 82°25'31" West, a distance of 54.22 feet, along the south line of said Oyster Creek and the north line of said Residue of 5,656.65 acre tract, to a set 5/8 inch iron rod with TxDOT Aluminum cap for the southwest corner of herein described parcel; **

4) THENCE, North 00°13'52" West, a distance of 129.88 feet, along the proposed west right-of-way line of said F.M. 1464 and the west line of herein described parcel, to the POINT OF BEGINNING and containing 0.2072 acre (9,026 square feet) parcel of land for Part 2 and a total of 0.9073 acre (39,521 square feet) of land.

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

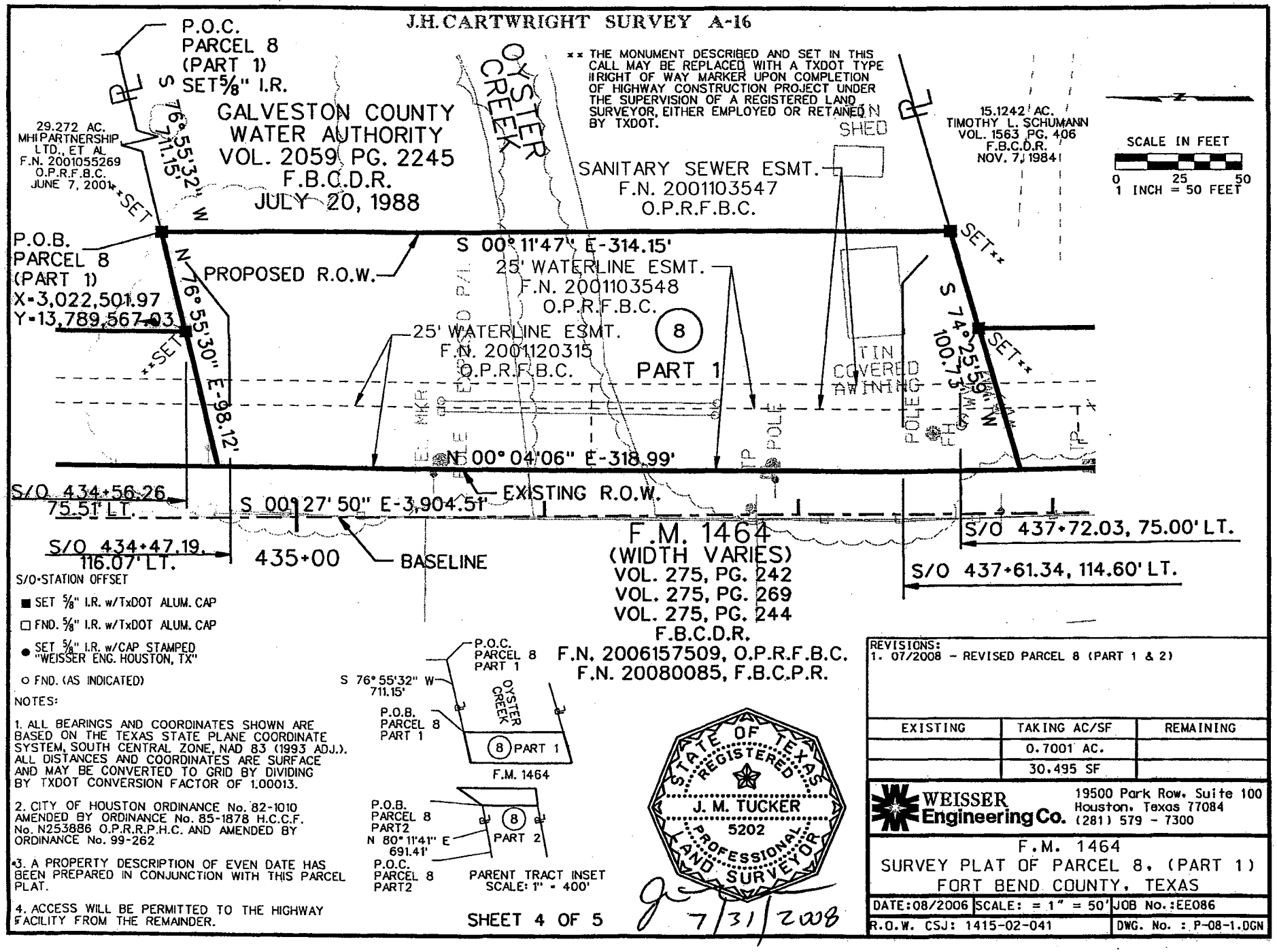
NOTE: The Point of Beginning of this description Part 2 has coordinates of X=3,022,272.38 and Y=13,789,508.68; All bearings are based on the Texas State Plane coordinate system, NAD 83 (1993 Adj.), South Central Zone. All coordinates shown are surface and may be converted to grid by Dividing by TxDOT conversion factor of 1.00013.

Compiled by:
Weisser Engineering Company
19500 Park Row, Suite 100
Houston, Texas 77084
August, 2006
Revised July, 2008



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

Access will be permitted to the highway facility from the remainder of the property.



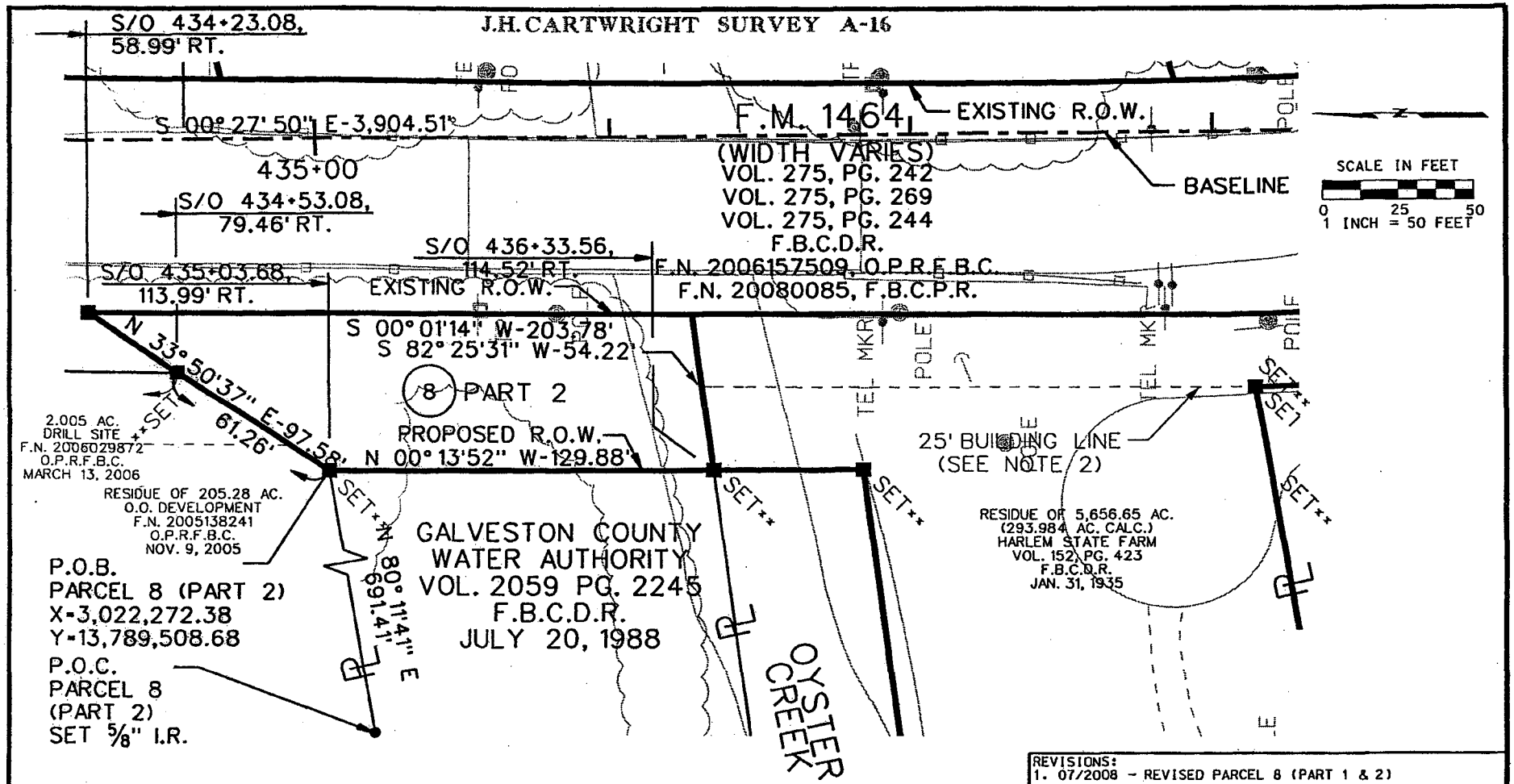
REVISIONS:
1. 07/2008 - REVISED PARCEL 8 (PART 1 & 2)

EXISTING	TAKING AC/SF	REMAINING
	0.7001 AC.	
	30,495 SF	

WEISSER Engineering Co.
19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579 - 7300

F.M. 1464
SURVEY PLAT OF PARCEL 8, (PART 1)
FORT BEND COUNTY, TEXAS

DATE: 08/2006 | SCALE: = 1" = 50' | JOB No.: EE086
R.O.W. CSJ: 1415-02-041 | DWG. No. : P-08-1.DGN



REVISIONS:
1. 07/2008 - REVISED PARCEL 8 (PART 1 & 2)

EXISTING	TAKING AC/SF	REMAINING
	0.2072 AC.	
	9,026 SF	

WEISSER Engineering Co.
19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579 - 7300

F.M. 1464
SURVEY PLAT OF PARCEL 8, (PART 2)
FORT BEND COUNTY, TEXAS

DATE: 08/2006 | SCALE: = 1" = 50' | JOB No.: EE086
R.O.W. CSJ: 1415-02-041 | DWG. No. : P-08-2.DGN

EXHIBIT___

County: Fort Bend
Highway: F.M. 1464
Project Limits: Shiloh Lake Drive to State Highway 99
ROW CSJ: 1415-02-041

Property Description for Parcel 10

Being a 5.014 acre (218,399 square feet) parcel of land, out of the J.H. Cartwright Survey, A-16, Fort Bend County, Texas and being out of that certain 293.984 acre Residue of 5,656.65 acre tract of land, described in a Deed dated 01-31-1935 from The State of Texas to Harlem State Farm, filed in the Fort Bend County Deed Records (F.B.C.D.R.) in Volume 152, Page 423 Fort Bend County, Texas, being more particularly described as follows:

COMMENCING at a 3/4 inch iron rod with cap located at an angle point in the south line of the Residue of said 5,656.65 acre tract, also being in the north line of that certain 151.2 acre tract of land, described in a Deed dated 01-17-2008 from The State of Texas to LRI Investment Group, LTD, filed under Clerk's File No. 2008008821 in the Official Public Records Fort Bend County, Texas (O.P.R.F.B.C.); thence as follows:

South 68°11'15" East, a distance of 2,222.54 feet, along the north line of said 151.2 acre tract and along the south line of the Residue of said 5,656.65 acre tract, to a set 5/8 inch iron rod with TxDOT Aluminum cap located in the proposed west right-of-way line of F.M. 1464 (width varies), marking the southwest corner and POINT OF BEGINNING of the herein described parcel; **

1) THENCE, North 00°27'50" West, a distance of 18.22 feet, along the proposed west right-of-way line of said F.M. 1464, to a set 5/8 inch iron rod with TxDOT Aluminum cap for an interior corner of herein described parcel; **

2) THENCE, North 68°01'29" West, a distance of 81.95 feet, along the proposed southwest right-of-way line of said F.M. 1464, to a set 5/8 inch iron rod with TxDOT Aluminum cap for a southwest corner of herein described parcel; **

3) THENCE, North 21°59'31" East, a distance of 60.00 feet, along the proposed west right-of-way line of said F.M. 1464, to a set 5/8 inch iron rod with TxDOT Aluminum cap for a northwest corner of herein described parcel; **

EXHIBIT___

4) THENCE, South 68°01'29" East, a distance of 9.18 feet, along the proposed northeast right-of-way line of said F.M. 1464, to a set 5/8 inch iron rod with TxDOT Aluminum cap for an interior corner of herein described parcel; **

5) THENCE, North 45°32'10" East, a distance of 61.64 feet, along the proposed northwest right-of-way line of said F.M. 1464, to a set 5/8 inch iron rod with TxDOT Aluminum cap for an interior corner of herein described parcel; **

6) THENCE, North 00°27'50" West, a distance of 274.85 feet, along the proposed west right-of-way line of said F.M. 1464, to a set 5/8 inch iron rod with TxDOT Aluminum cap for an angle point of herein described parcel; **

7) THENCE, North 02°25'41" West, a distance of 328.76 feet, along the proposed west right-of-way line of said F.M. 1464, to a set 5/8 inch iron rod with TxDOT Aluminum cap for a point of curvature of a curve to the right of herein described parcel, said curve having a central angle of 00°36'22" and a radius of 2,929.79 feet, the center of said curve being located on a radial bearing North 87°34'19" East from said point; **

8) THENCE, in a north direction along said curve of herein described parcel and the proposed west right-of-way line of said F.M. 1464, for an arc distance of 30.99 feet and a chord bearing North 02°07'30" West, chord distance of 30.99 feet to a set 5/8 inch iron rod with TxDOT Aluminum cap for an interior corner of herein described parcel; **

9) THENCE, South 80°11'41" West, a distance of 173.16 feet, along the proposed south right-of-way line of said F.M. 1464, to a set 5/8 inch iron rod with TxDOT Aluminum cap for an interior corner of herein described parcel; **

10) THENCE, South, a distance of 24.05 feet, along the proposed east right-of-way line of said F.M. 1464, to a set 5/8 inch iron rod with TxDOT Aluminum cap for a point of a curve to the right of herein described parcel, said curve having a central angle of 45°29'51" and a radius of 483.15 feet, the center of said curve being located on a radial bearing North 49°41'34" West from said point; **

11) THENCE, in a southwest direction along said curve of herein described parcel and the proposed south right-of-way line of said F.M. 1464, for an arc distance of 383.66 feet and a chord bearing South 63°03'21" West, chord distance of 373.66 feet to a set 5/8 inch iron rod with TxDOT Aluminum cap for an angle point of herein described parcel; **

EXHIBIT __

12) THENCE, North 67°08'28" West, a distance of 566.61 feet, along the proposed southwest right-of-way line of said F.M. 1464, to a set 5/8 inch iron rod with TxDOT Aluminum cap for a northwest corner of herein described parcel; **

13) THENCE, North 82°25'31" East, a distance of 1,006.01 feet, along the proposed north right-of-way line of said F.M. 1464, to a set 5/8 inch iron rod with TxDOT Aluminum cap for an interior corner of herein described parcel; **

14) THENCE, North 00°13'52" West, a distance of 49.51 feet, along the proposed west right-of-way line of said F.M. 1464, to a set 5/8 inch iron rod with TxDOT Aluminum cap for the northwest corner of herein described parcel, being located in the center line of Oyster Creek as described in a Deed dated 07-20-1988 from Brazos River Authority to Galveston County Water Authority, filed in the F.B.C.D.R. in Volume 2059, Page 2245 Fort Bend County, Texas and being in the north line of the Residue of said 5,656.65 acre tract; **

15) THENCE, North 82°25'31" East, a distance of 54.22 feet, along the north line of the Residue of said 5,656.65 acre tract and along the center line of said Oyster Creek, to the northeast corner of herein described parcel, being located in the existing west right-of-way line of F.M. 1464 (width varies) as described in Volume 275, Page 244 filed in the F.B.C.D.R.;

16) THENCE, South 00°01'14" West, a distance of 182.23 feet, along the east line of the Residue of said 5,656.65 acre tract and along the existing west right-of-way line of said F.M. 1464, to a point of a curve to the left of herein described parcel, said curve having a central angle of 00°40'31" and a radius of 2,904.79 feet, the center of said curve being located on a radial bearing North 88°14'51" East from said point;

17) THENCE, in a south direction along said curve of herein described parcel, along the east line of the Residue of said 5,656.65 acre tract and along the existing west right-of-way line of said F.M. 1464, for an arc distance of 34.24 feet and a chord bearing South 02°05'25" East, chord distance of 34.24 feet to a point of tangency; **

18) THENCE, South 02°25'41" East, a distance of 765.36 feet, along the east line of the Residue of said 5,656.65 acre tract and along the existing west right-of-way line of said F.M. 1464, to the southeast corner of herein described parcel being located at the northeast corner of said 151.2 acre tract and at the southeast corner of the Residue of said 5,656.65 acre tract;

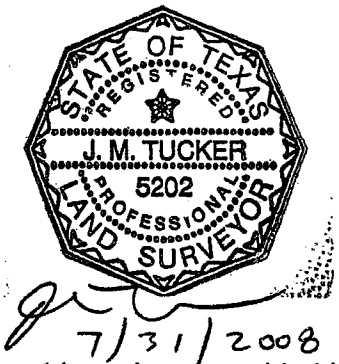
EXHIBIT __

19) THENCE, North 68°11'15" West, a distance of 43.17 feet, along the south line of the Residue of said 5,656.65 acre tract and along the north line of said 151.2 acre tract, to the POINT OF BEGINNING and containing 5.014 acre (218,399 square feet) parcel of land.

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

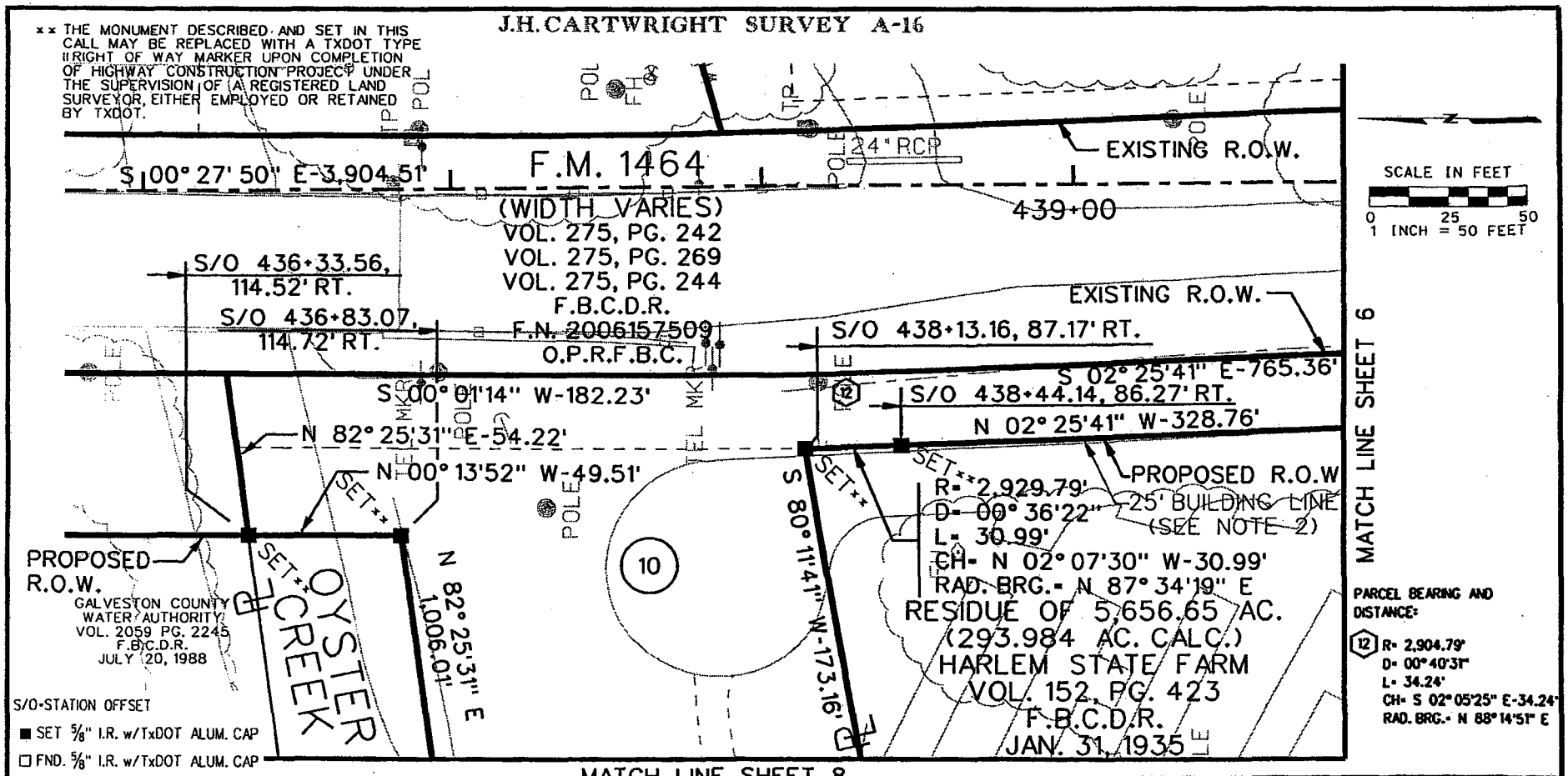
NOTE: The Point of Beginning of this description has coordinates of X=3,022,320.18 and Y=13,788,420.87; All bearings are based on the Texas State Plane coordinate system, NAD 83 (1993 Adj.), South Central Zone. All coordinates shown are surface and may be converted to grid by Dividing by TxDOT conversion factor of 1.00013.

Compiled by:
Weisser Engineering Company
19500 Park Row, Suite 100
Houston, Texas 77084
August, 2006
Revised July, 2008



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

Access will be permitted to the highway facility from the remainder of the property.



S/O-STATION OFFSET

■ SET 5/8" I.R. w/TxDOT ALUM. CAP

□ FND. 5/8" I.R. w/TxDOT ALUM. CAP

● SET 5/8" I.R. w/CAP STAMPED "WEISSER ENG. HOUSTON, TX"

○ FND. (AS INDICATED)

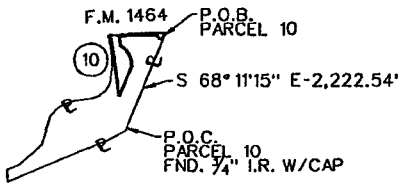
NOTES:

1. ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 (1993 ADJ.). ALL DISTANCES AND COORDINATES ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY TXDOT CONVERSION FACTOR OF 1.00013.

2. CITY OF HOUSTON ORDINANCE No. 82-1010 AMENDED BY ORDINANCE No. 85-1878 H.C.C.F. No. N253886 O.P.R.R.P.H.C. AND AMENDED BY ORDINANCE No. 99-262

3. A PROPERTY DESCRIPTION OF EVEN DATE HAS BEEN PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

4. ACCESS WILL BE PERMITTED TO THE HIGHWAY FACILITY FROM THE REMAINDER.



PARENT TRACT INSET
SCALE: 1" = 3200'

STATE OF TEXAS
REGISTERED
J. M. TUCKER
5202
PROFESSIONAL
LAND SURVEYOR

7/31/2008

SHEET 5 OF 11

REVISIONS:
1. 07/2008 - REVISED PARCEL 10

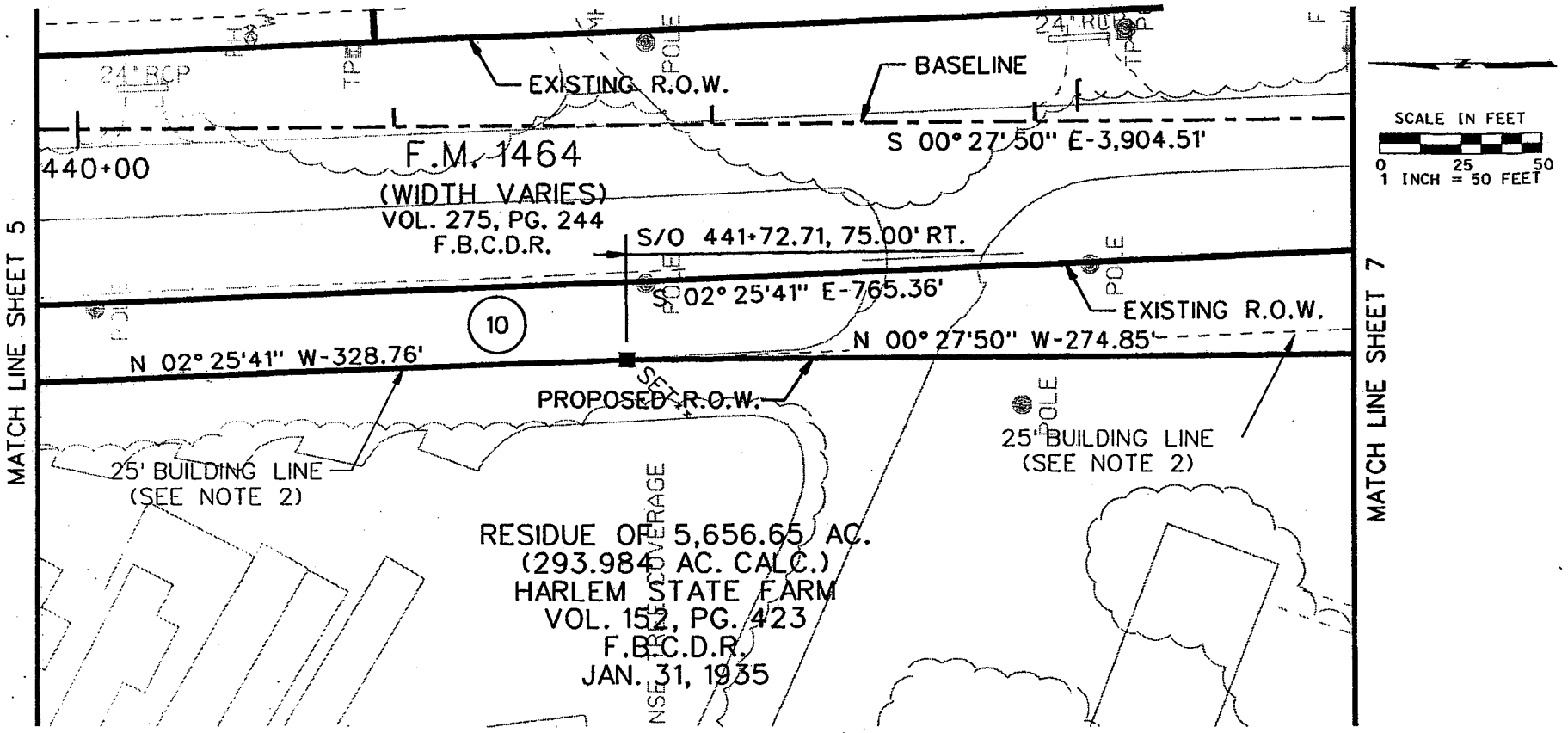
EXISTING	TAKING AC/SF	REMAINING
293.984 AC. (CALC.)	5.014 AC.	288.970 AC.
	218,399 SF	

WEISSER Engineering Co.
19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579 - 7300

F.M. 1464
SURVEY PLAT OF PARCEL 10
FORT BEND COUNTY, TEXAS

DATE: 08/2006	SCALE: = 1" = 50'	JOB No.: EE086
R.O.W. CSJ: 1415-02-041		DWG. No. : P-010-1.DGN

J.H. CARTWRIGHT SURVEY A-16



REVISIONS:
1. 07/2008 - REVISED PARCEL 10

EXISTING	TAKING AC/SF	REMAINING
293.984 AC. (CALC.)	5.014 AC.	288.970 AC.
	218,399 SF	

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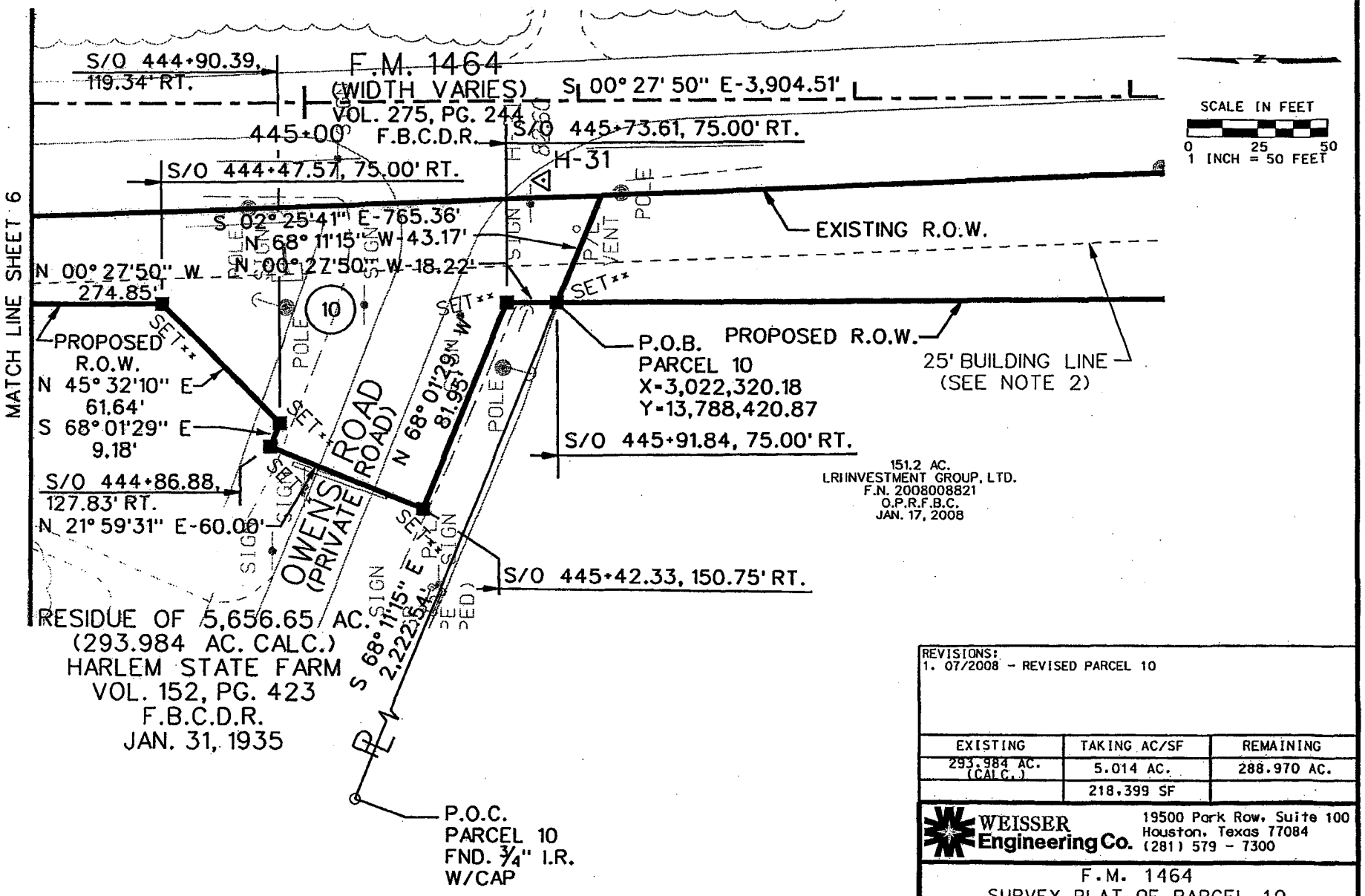
19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579 - 7300

F.M. 1464
SURVEY PLAT OF PARCEL 10
FORT BEND COUNTY, TEXAS

DATE: 08/2006 | SCALE: = 1" = 50' | JOB No.: EE086
R.O.W. CSJ: 1415-02-041 | DWG. No. : P-010-2.DGN

J.H. CARTWRIGHT SURVEY A-16



REVISIONS:
1. 07/2008 - REVISED PARCEL 10

EXISTING	TAKING AC/SF	REMAINING
293.984 AC. (CALC.)	5.014 AC.	288.970 AC.
	218.399 SF	

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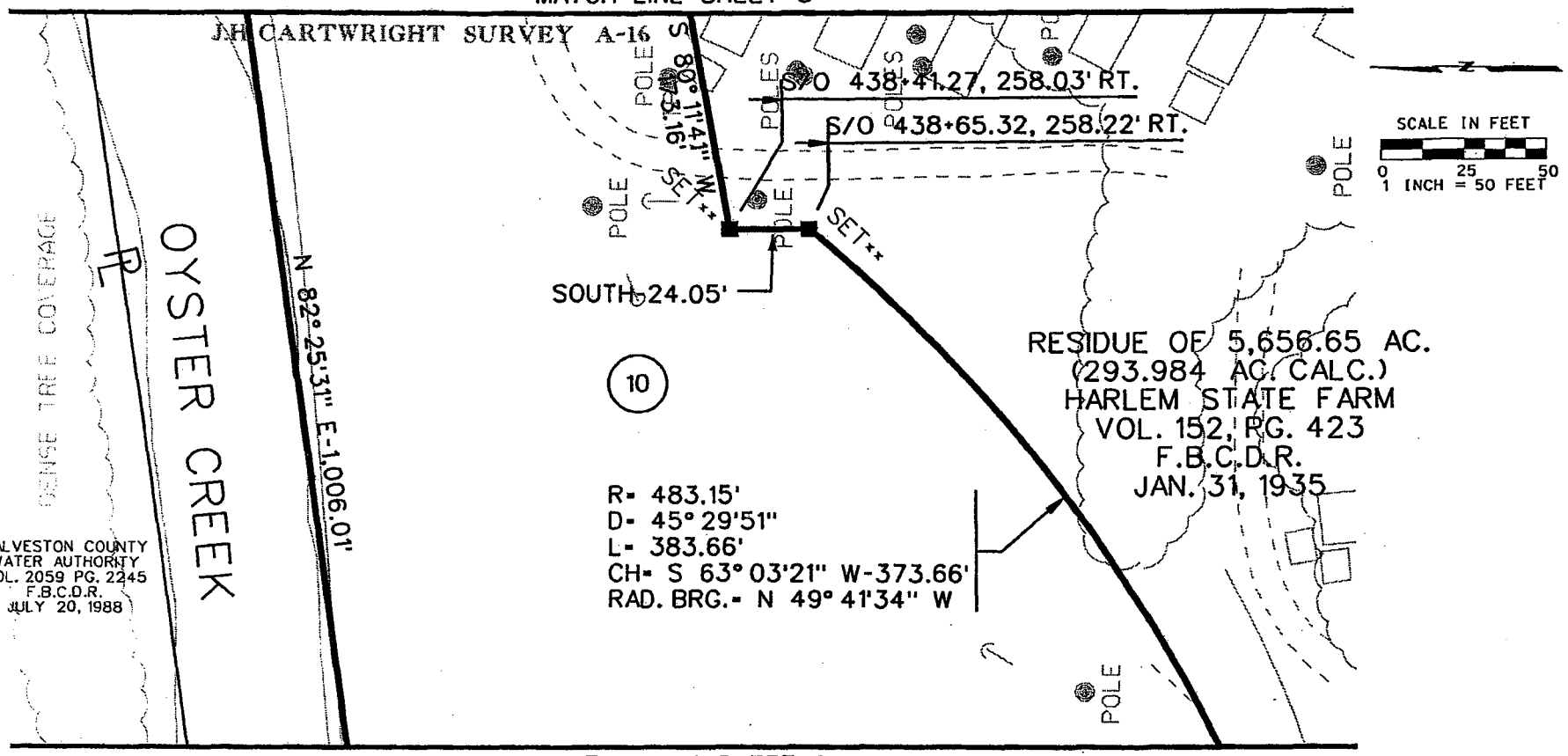
Houston, Texas 77084
(281) 579 - 7300

F.M. 1464
SURVEY PLAT OF PARCEL 10
FORT BEND COUNTY, TEXAS

DATE: 08/2006 | SCALE: = 1" = 50' | JOB No.: EE086
R.O.W. CSJ: 1415-02-041 | DWG. No. : P-010-3.DGN



REVISIONS:
1. 07/2008 - REVISED PARCEL 10

EXISTING	TAKING AC/SF	REMAINING
293.984 AC. (CALC.)	5.014 AC.	288.970 AC.
	218.399 SF	

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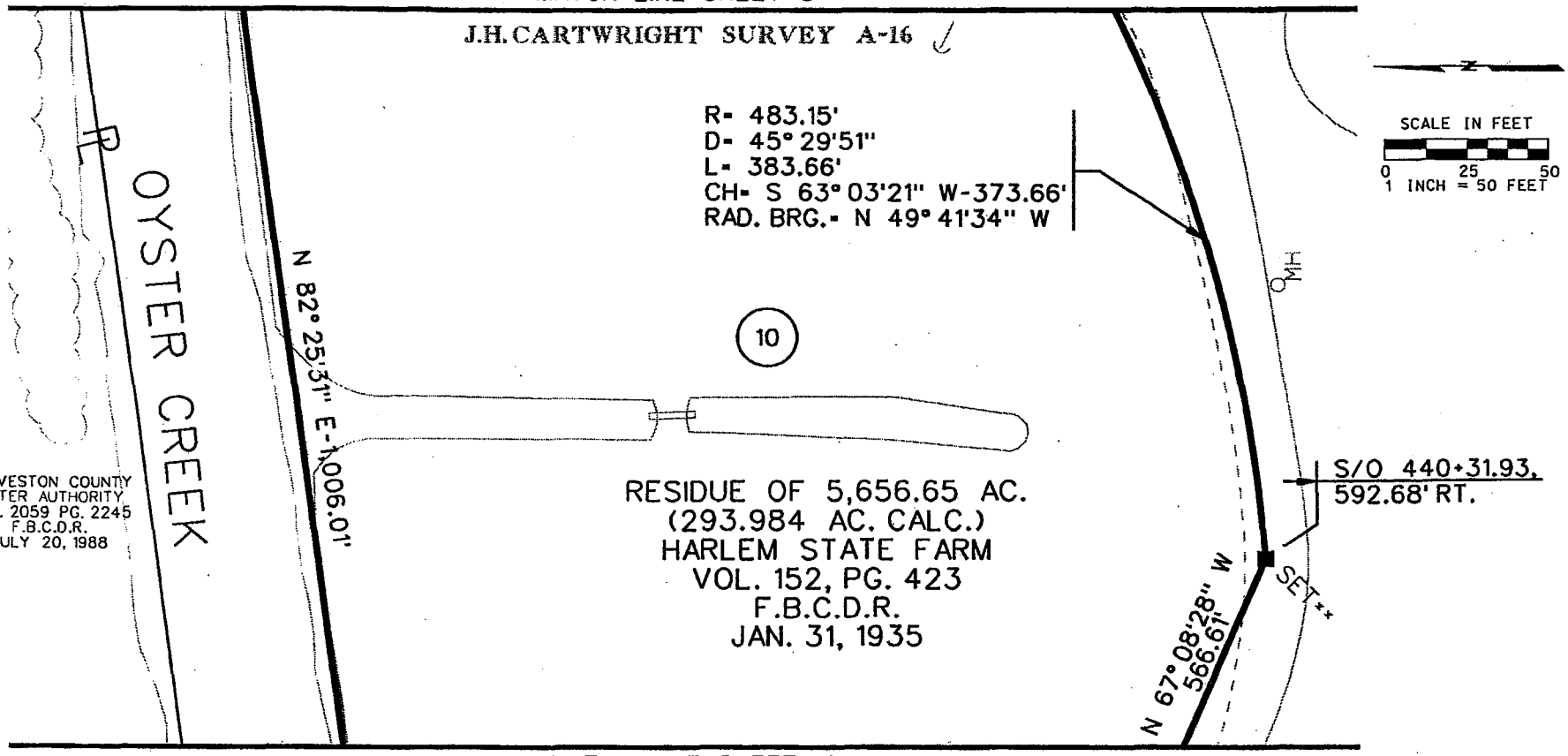
Houston, Texas 77084
(281) 579 - 7300

F.M. 1464
SURVEY PLAT OF PARCEL 10
FORT BEND COUNTY, TEXAS

DATE:08/2006 | SCALE: = 1" = 50' | JOB No.:EE086
R.O.W. CSJ: 1415-02-041 | DWG. No. : P-010-4.DGN

MATCH LINE SHEET 8



MATCH LINE SHEET 10

REVISIONS:
1. 07/2008 - REVISED PARCEL 10

EXISTING	TAKING AC/SF	REMAINING
293.984 AC. (CALC.)	5.014 AC.	288.970 AC.
	218.399 SF	

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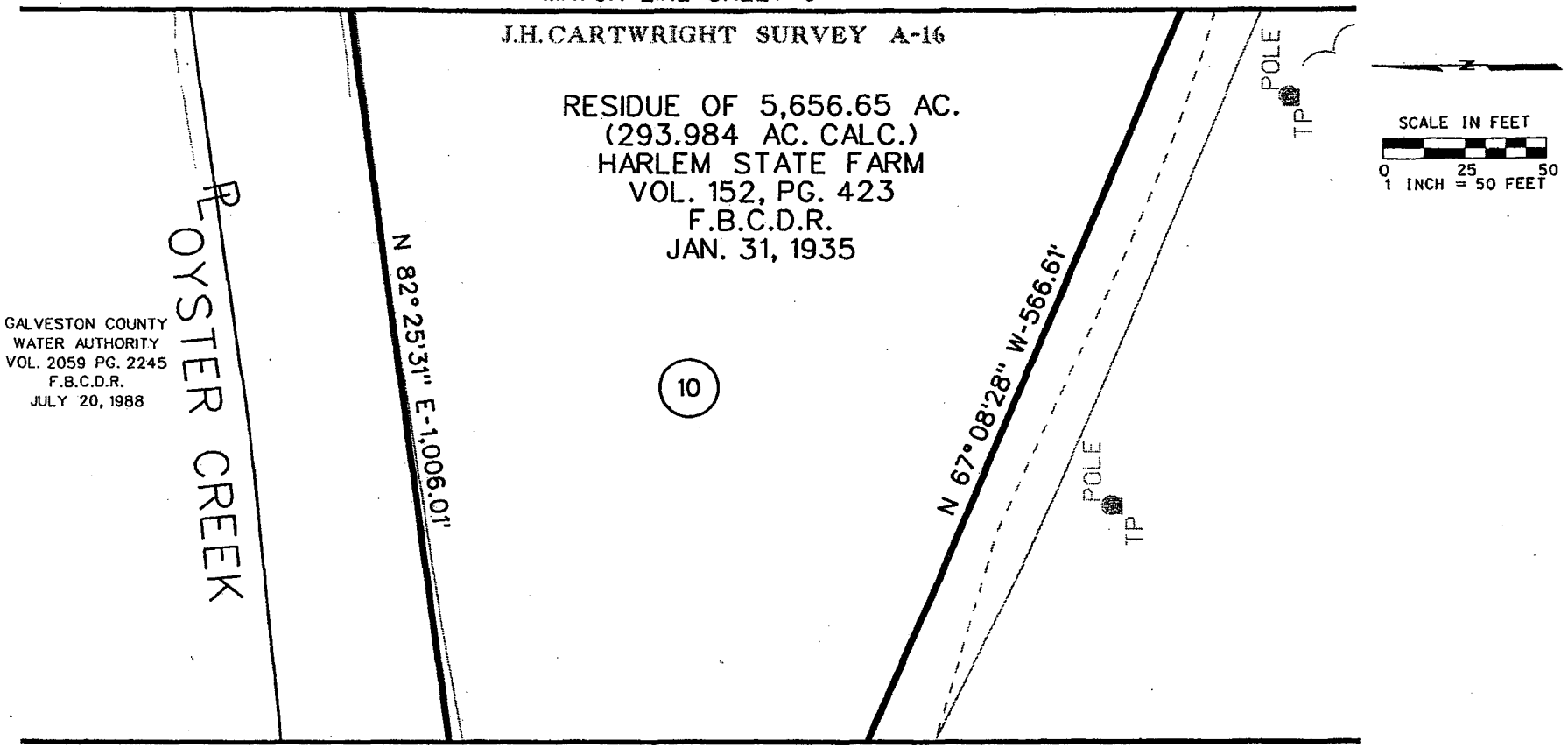
Houston, Texas 77084
(281) 579 - 7300

F.M. 1464
SURVEY PLAT OF PARCEL 10
FORT BEND COUNTY, TEXAS

DATE:08/2006	SCALE: = 1" = 50'	JOB No.:EE086
R.O.W. CSJ: 1415-02-041		DWG. No. : P-010-5.DGN

MATCH LINE SHEET 9



MATCH LINE SHEET 11

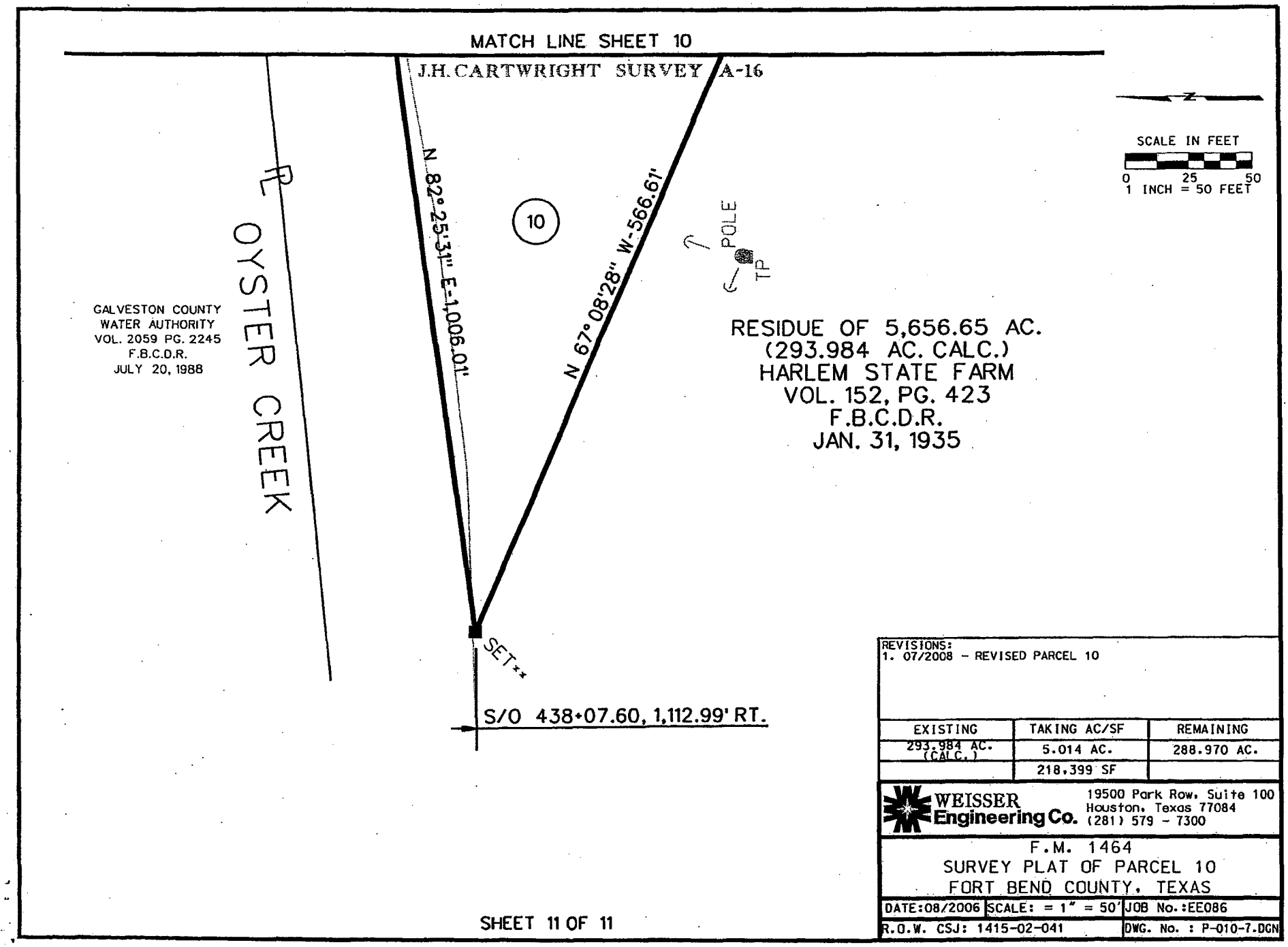
REVISIONS:
1. 07/2008 - REVISED PARCEL 10

EXISTING	TAKING AC/SF	REMAINING
293.984 AC. (CALC.)	5.014 AC.	288.970 AC.
	218,399 SF	

WEISSER Engineering Co.
19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579 - 7300

F.M. 1464
SURVEY PLAT OF PARCEL 10
FORT BEND COUNTY, TEXAS

DATE:08/2006 | SCALE: = 1" = 50' | JOB No.:EE086
R.O.W. CSJ: 1415-02-041 | DWG. No. : P-010-6.DGN



REVISIONS:
1. 07/2008 – REVISED PARCEL 10

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293.984 AC. (CALC.)	5.014 AC.	288.970 AC.
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F.M. 1464
SURVEY PLAT OF PARCEL 10
FORT BEND COUNTY, TEXAS

DATE:08/2006	SCALE: = 1" = 50'	JOB No.:EE086
R.O.W. CSJ: 1415-02-041		DWG. No. : P-010-7.DGN

EXHIBIT___

County: Fort Bend
Highway: F.M. 1464
Project Limits: Shiloh Lake Drive to State Highway 99
ROW CSJ: 1415-02-041

Property Description for Parcel 10

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South 68°11'15" East, a distance of 2,222.54 feet, along the north line of said 151.2 acre tract and along the south line of the Residue of said 5,656.65 acre tract, to a set 5/8 inch iron rod with TxDOT Aluminum cap located in the proposed west right-of-way line of F.M. 1464 (width varies), marking the southwest corner and POINT OF BEGINNING of the herein described parcel; **

1) THENCE, North 00°27'50" West, a distance of 18.22 feet, along the proposed west right-of-way line of said F.M. 1464, to a set 5/8 inch iron rod with TxDOT Aluminum cap for an interior corner of herein described parcel; **

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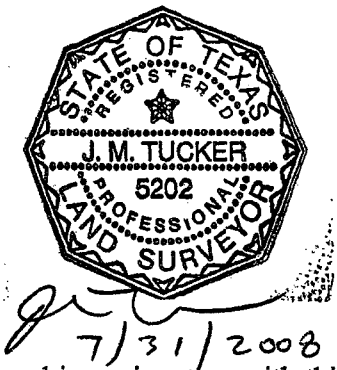

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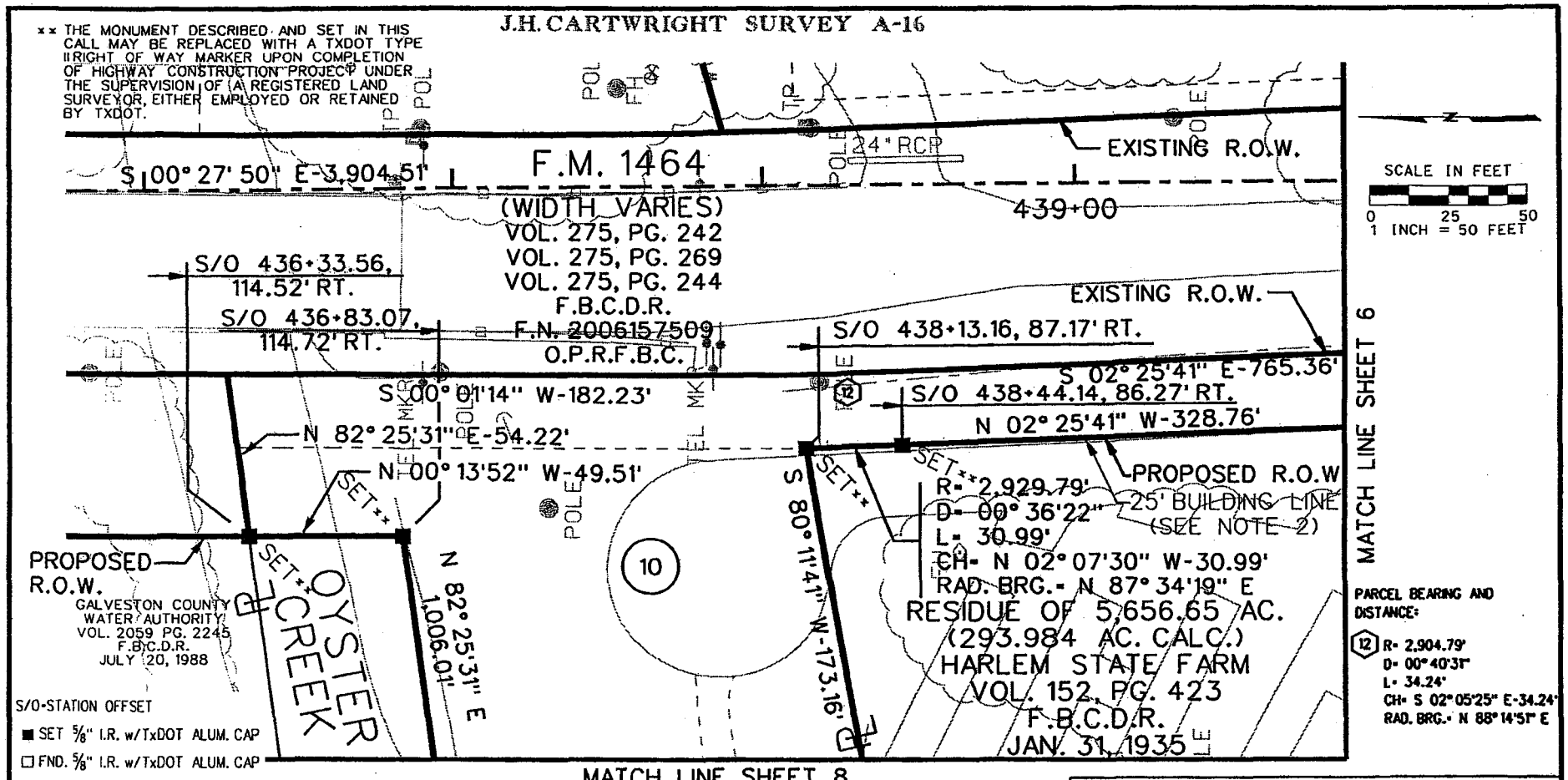


S/O-STATION OFFSET

■ SET 5/8" I.R. w/TxDOT ALUM. CAP

□ FND. 5/8" I.R. w/TxDOT ALUM. CAP

● SET 5/8" I.R. w/CAP STAMPED "WEISSER ENG. HOUSTON, TX"

○ FND. (AS INDICATED)

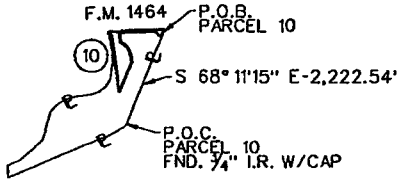
NOTES:

1. ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 (1993 ADJ.). ALL DISTANCES AND COORDINATES ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY TXDOT CONVERSION FACTOR OF 1.00013.

2. CITY OF HOUSTON ORDINANCE No. 82-1010 AMENDED BY ORDINANCE No. 85-1878 H.C.C.F. No. N253886 O.P.R.R.P.H.C. AND AMENDED BY ORDINANCE No. 99-262

3. A PROPERTY DESCRIPTION OF EVEN DATE HAS BEEN PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

4. ACCESS WILL BE PERMITTED TO THE HIGHWAY FACILITY FROM THE REMAINDER.



PARENT TRACT INSET
SCALE: 1" = 3200'

STATE OF TEXAS
REGISTERED
J. M. TUCKER
5202
PROFESSIONAL
LAND SURVEYOR

7/31/2008

SHEET 5 OF 11

REVISIONS:
1. 07/2008 - REVISED PARCEL 10

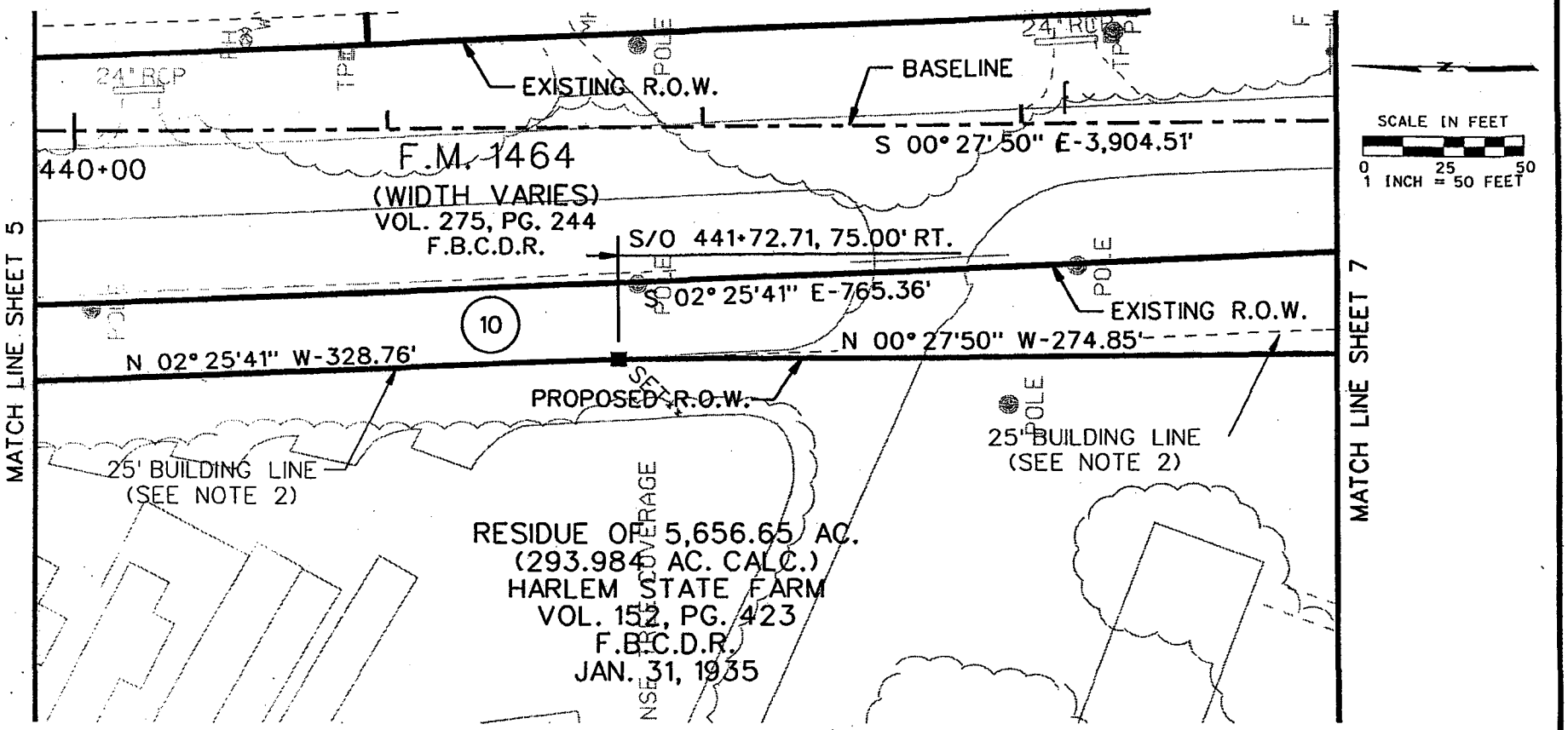
EXISTING	TAKING AC/SF	REMAINING
293.984 AC. (CALC.)	5.014 AC.	288.970 AC.
	218,399 SF	

WEISSER Engineering Co.
19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579 - 7300

F.M. 1464
SURVEY PLAT OF PARCEL 10
FORT BEND COUNTY, TEXAS

DATE: 08/2006	SCALE: = 1" = 50'	JOB No.: EE086
R.O.W. CSJ: 1415-02-041		DWG. No. : P-010-1.DGN

J.H. CARTWRIGHT SURVEY A-16



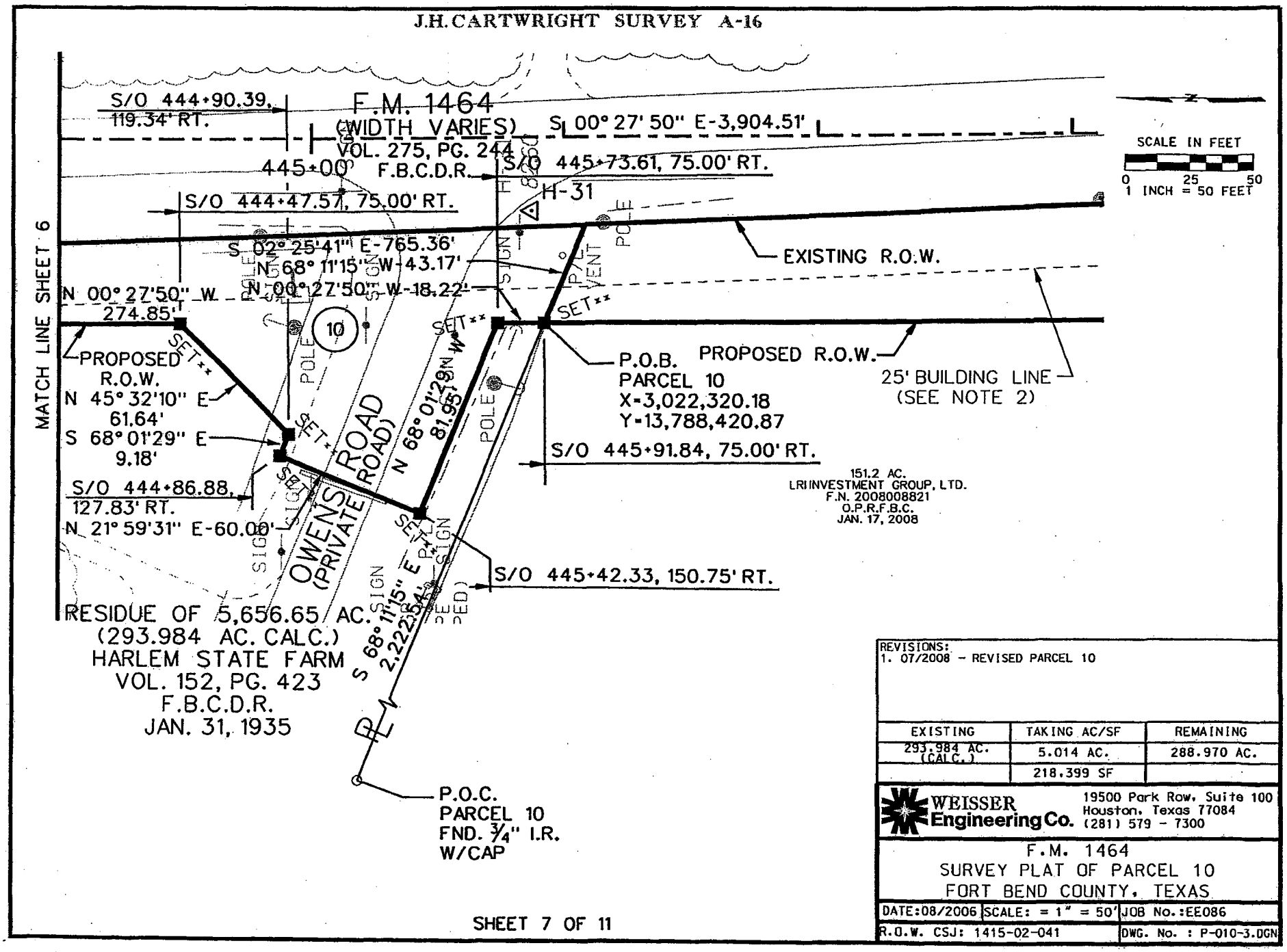
REVISIONS:
1. 07/2008 - REVISED PARCEL 10

EXISTING	TAKING AC/SF	REMAINING
293.984 AC. (CALC.)	5.014 AC.	288.970 AC.
	218.399 SF	

WEISSER Engineering Co.
19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579 - 7300

F.M. 1464
SURVEY PLAT OF PARCEL 10
FORT BEND COUNTY, TEXAS

DATE: 08/2006	SCALE: = 1" = 50'	JOB No.: EE086
R.O.W. CSJ: 1415-02-041		DWG. No. : P-010-2.DGN



SHEET 7 OF 11

REVISIONS:
1. 07/2008 - REVISED PARCEL 10

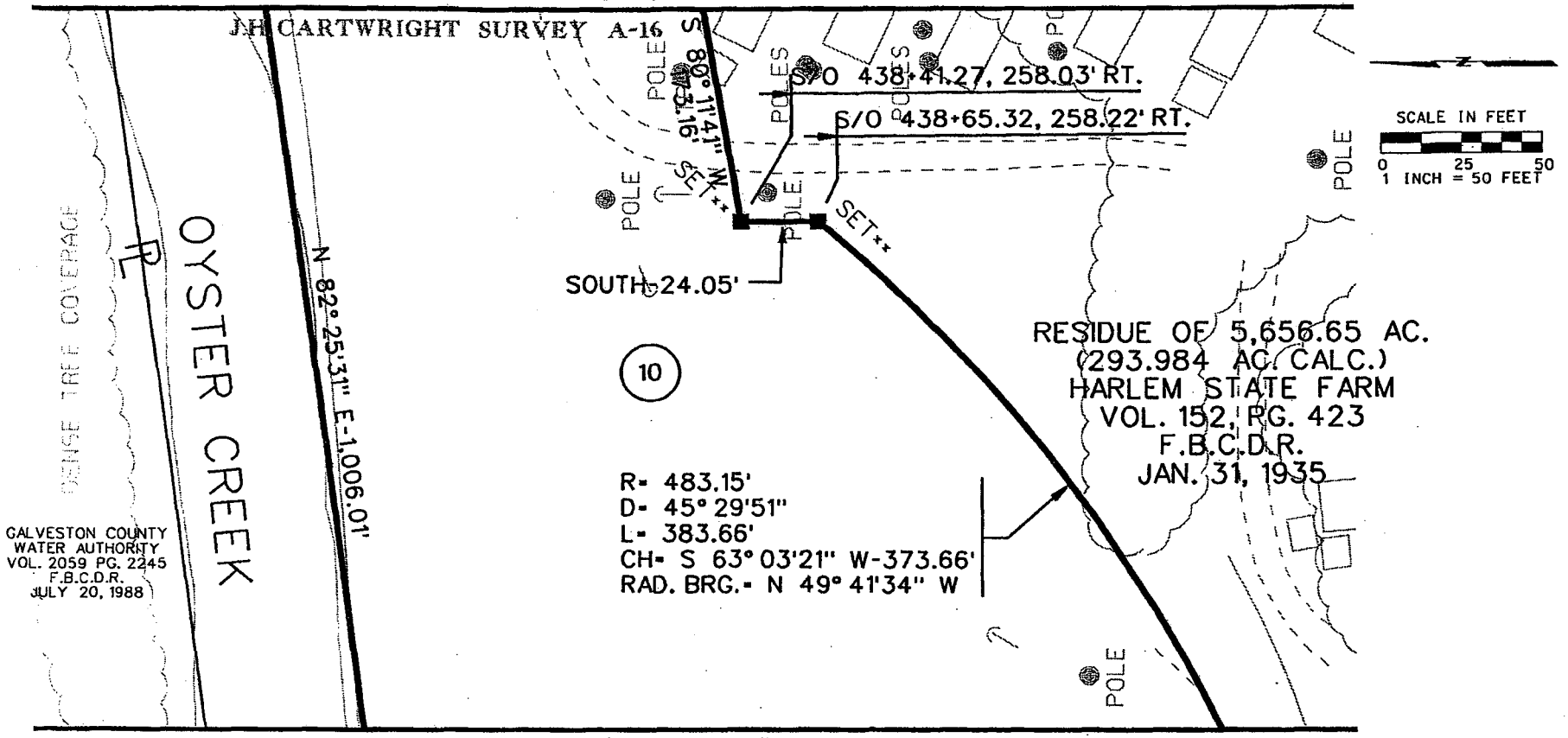
EXISTING	TAKING AC/SF	REMAINING
293.984 AC. (CALC.)	5.014 AC.	288.970 AC.
	218.399 SF	

WEISSER Engineering Co.
19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579 - 7300

F.M. 1464
SURVEY PLAT OF PARCEL 10
FORT BEND COUNTY, TEXAS

DATE:08/2006	SCALE: = 1" = 50'	JOB No.:EE086
R.O.W. CSJ: 1415-02-041		DWG. No. : P-010-3.DGN

MATCH LINE SHEET 5



MATCH LINE SHEET 9

REVISIONS:
1. 07/2008 - REVISED PARCEL 10

EXISTING	TAKING AC/SF	REMAINING
293.984 AC. (CALC.)	5.014 AC.	288.970 AC.
	218.399 SF	

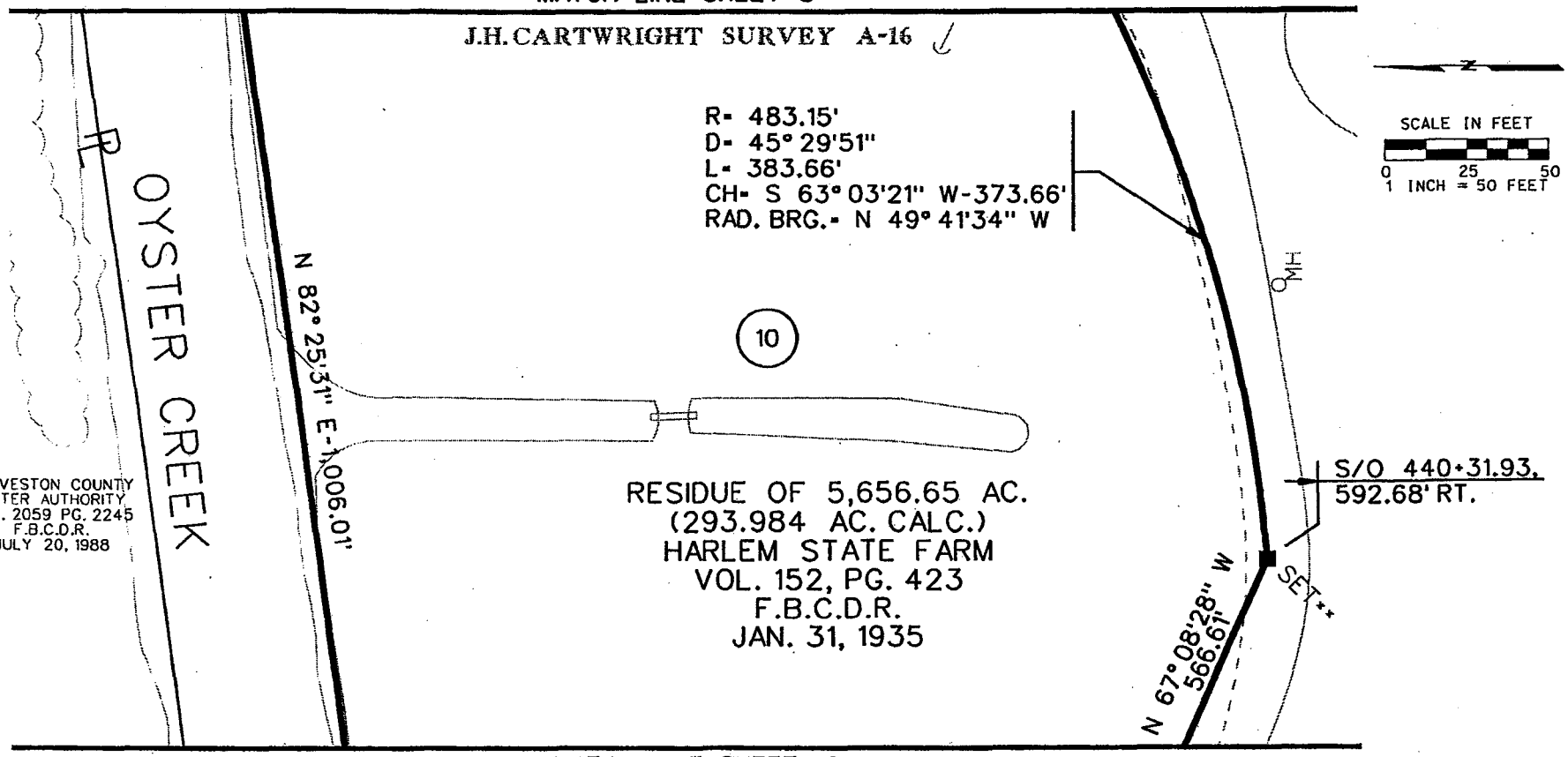
WEISSER Engineering Co.
19500 Pork Row, Suite 100
Houston, Texas 77084
(281) 579 - 7300

F.M. 1464
SURVEY PLAT OF PARCEL 10
FORT BEND COUNTY, TEXAS

DATE:08/2006 | SCALE: = 1" = 50' | JOB No.:EE086
R.O.W. CSJ: 1415-02-041 | DWG. No. : P-010-4.DGN

MATCH LINE SHEET 8

J.H. CARTWRIGHT SURVEY A-16



MATCH LINE SHEET 10

REVISIONS:
1. 07/2008 - REVISED PARCEL 10

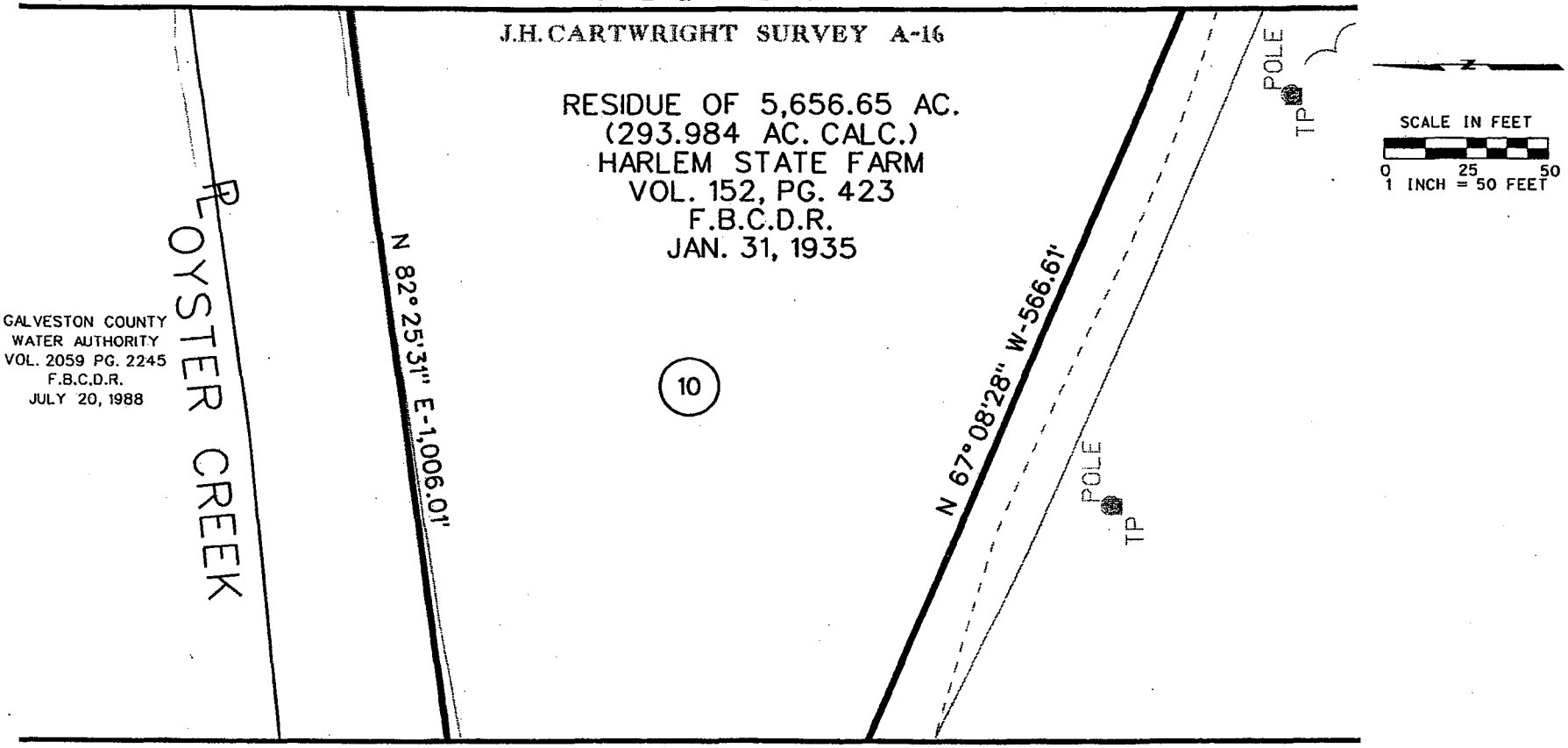
EXISTING	TAKING AC/SF	REMAINING
293.984 AC. (CALC.)	5.014 AC.	288.970 AC.
	218,399 SF	

WEISSER Engineering Co.
19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579 - 7300

F.M. 1464
SURVEY PLAT OF PARCEL 10
FORT BEND COUNTY, TEXAS

DATE:08/2006 | SCALE: = 1" = 50' | JOB No.:EE086
R.O.W. CSJ: 1415-02-041 | DWG. No. : P-010-5.DGN

MATCH LINE SHEET 9



MATCH LINE SHEET 11

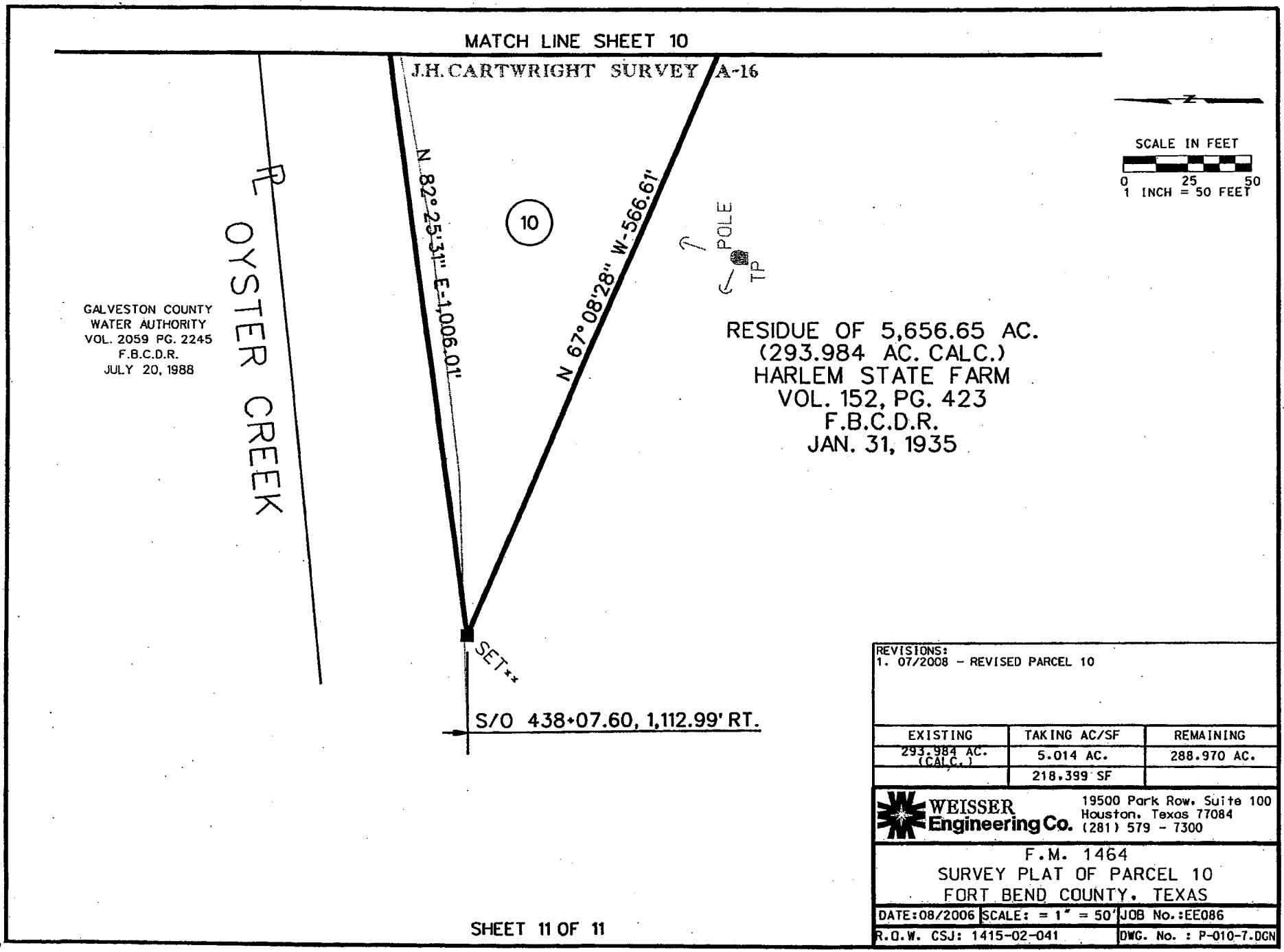
REVISIONS:
1. 07/2008 - REVISED PARCEL 10

EXISTING	TAKING AC/SF	REMAINING
293.984 AC. (CALC.)	5.014 AC.	288.970 AC.
	218,399 SF	

WEISSER Engineering Co.
19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579 - 7300

F.M. 1464
SURVEY PLAT OF PARCEL 10
FORT BEND COUNTY, TEXAS

DATE:08/2006	SCALE: = 1" = 50'	JOB No.:EE086
R.O.W. CSJ: 1415-02-041		DWG. No. : P-010-6.DGN



REVISIONS:
1. 07/2008 - REVISED PARCEL 10

EXISTING	TAKING AC/SF	REMAINING
293.984 AC. (CALC.)	5.014 AC.	288.970 AC.
	218,399 SF	

WEISSER Engineering Co.
19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579 - 7300

F.M. 1464
SURVEY PLAT OF PARCEL 10
FORT BEND COUNTY, TEXAS

DATE:08/2006 | SCALE: = 1" = 50' | JOB No.:EE086
R.O.W. CSJ: 1415-02-041 | DWG. No. : P-010-7.DGN

EXHIBIT___

County: Fort Bend
Highway: F.M. 1464
Project Limits: Shiloh Lake Drive to State Highway 99
ROW CSJ: 1415-02-041

Property Description for Parcel 10A

Being a 1.977 acre (86,096 square feet) parcel of land, out of the J.H. Cartwright Survey, A-16, Fort Bend County, Texas and being out of that certain 151.2 acre tract of land, described in a Deed dated 01-17-2008 from The State of Texas to LRI Investment Group, LTD, filed under Clerk's File No. 2008008821 in the Official Public Records Fort Bend County, Texas (O.P.R.F.B.C.) and being more particularly described as follows:

COMMENCING at a set 5/8 inch iron rod with cap stamped "Weisser Eng., Houston, TX" located at the southwest corner of said 151.2 acre tract, also being the northwest corner of the Residue of a 315.96 acre tract of land, described in a Deed dated 10-29-1975 from Vivian Leatherberry Smith, Trustee to Sandra Ann Smith Austin, filed in the Fort Bend County Deed Records (F.B.C.D.R.) in Volume 663, Page 770 Fort Bend County, Texas; thence as follows:

North 86°48'36" East, a distance of 2,046.86 feet, along the north line of the Residue of said 315.96 acre tract and the south line of said 151.2 acre tract, to a set 5/8 inch iron rod with TxDOT Aluminum cap located in the proposed west right-of-way line of F.M. 1464 (width varies), marking the southwest corner and POINT OF BEGINNING of the herein described parcel;

1) THENCE, North 02°27'41" West, a distance of 47.77 feet, along the proposed west right-of-way line of said F.M. 1464, to a set 5/8 inch iron rod with TxDOT Aluminum cap for an angle point of herein described parcel; **

2) THENCE, North 00°40'41" East, a distance of 939.98 feet, along the proposed west right-of-way line of said F.M. 1464, to a set 5/8 inch iron rod with TxDOT Aluminum cap for an angle point of herein described parcel; **

3) THENCE, North 00°27'50" West, a distance of 272.71 feet, along the proposed west right-of-way line of said F.M. 1464, to a set 5/8 inch iron rod with TxDOT Aluminum cap for the northwest corner of herein described parcel, being located in the south line of a Residue of a 5,656.65 acre tract of land, described in a Deed dated 01-31-1935 from The State of Texas to Harlem Sate Farm, filed in the F.B.C.D.R. in Volume 152, Page 423 Fort Bend County, Texas; **

EXHIBIT___

4) THENCE, South 68°11'15" East, a distance of 43.17 feet, along the south line of the Residue of said 5,656.65 acre tract and the north line of said 151.2 acre tract, to a point located in the existing west right-of-way line of F.M. 1464 (width varies) as described in Volume 275, Page 244 filed in the F.B.C.D.R.;

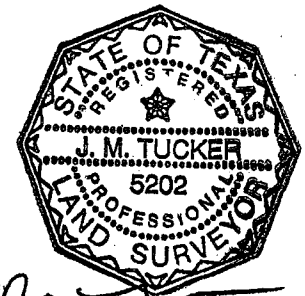
5) THENCE, South 02°25'41" East, a distance of 577.27 feet, along the east line of said 151.2 acre tract and the existing west right-of-way line of said F.M. 1464, to an angle point of herein described parcel;

6) THENCE, South 02°27'41" East, a distance of 662.59 feet, continuing along the east line of said 151.2 acre tract and the existing west right-of-way line of said F.M. 1464, to the southeast corner of herein described parcel being located at the northeast corner of the Residue of said 315.96 acre tract and the southeast corner of said 151.2 acre tract;

7) THENCE, South 86°48'36" West, a distance of 100.01 feet, along the south line of said 151.2 acre tract and the north line of the Residue of said 315.96 acre tract, to the POINT OF BEGINNING and containing 1.977 acres (86,096 square feet) parcel of land.

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

NOTE: The Point of Beginning of this description has coordinates of X=3,022,313.31 and Y=13,787,160.53; All bearings are based on the Texas State Plane coordinate system, NAD 83 (1993 Adj.), South Central Zone. All coordinates shown are surface and may be converted to grid by Dividing by TxDOT conversion factor of 1.00013.

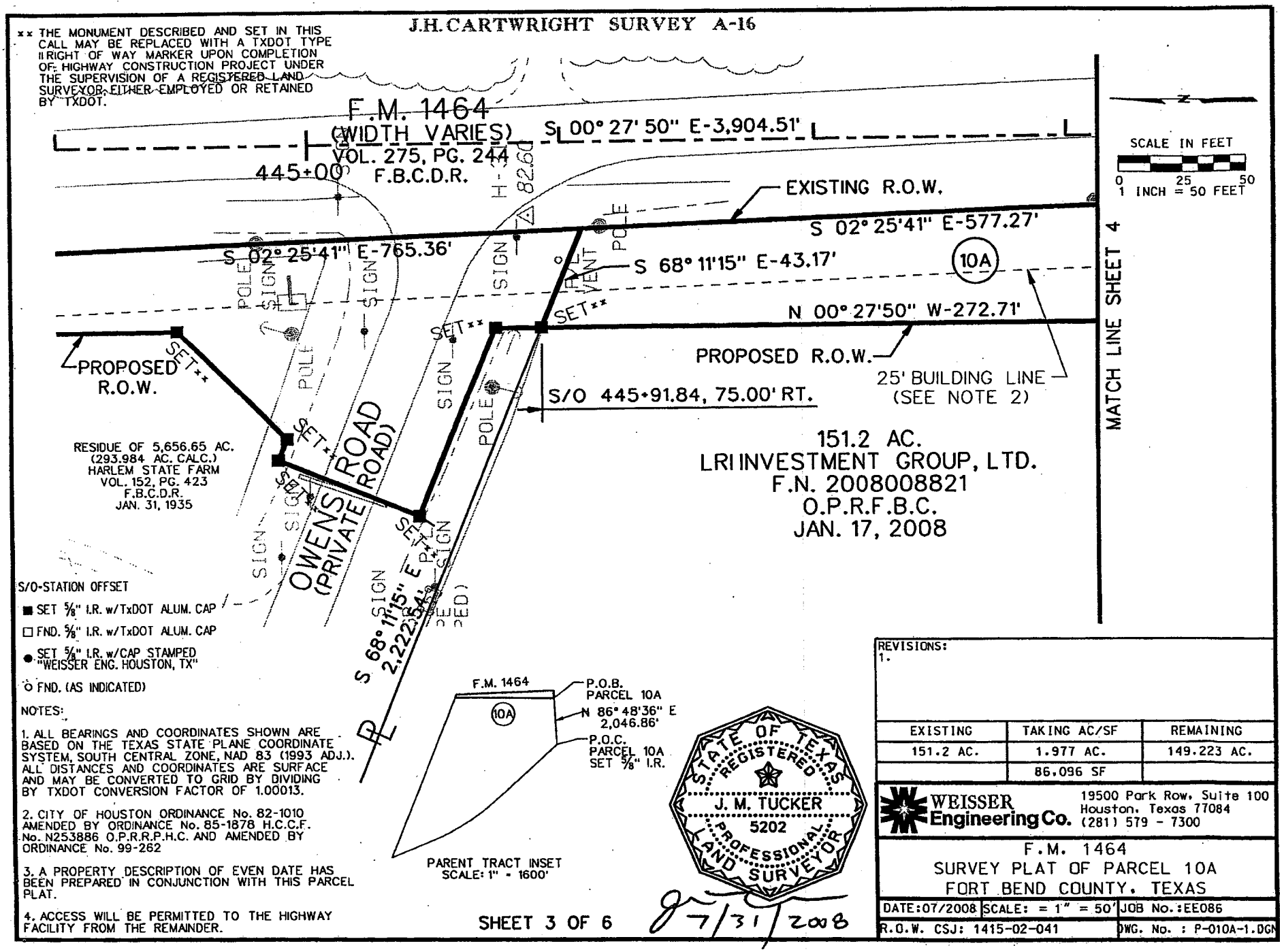


7/31/2008

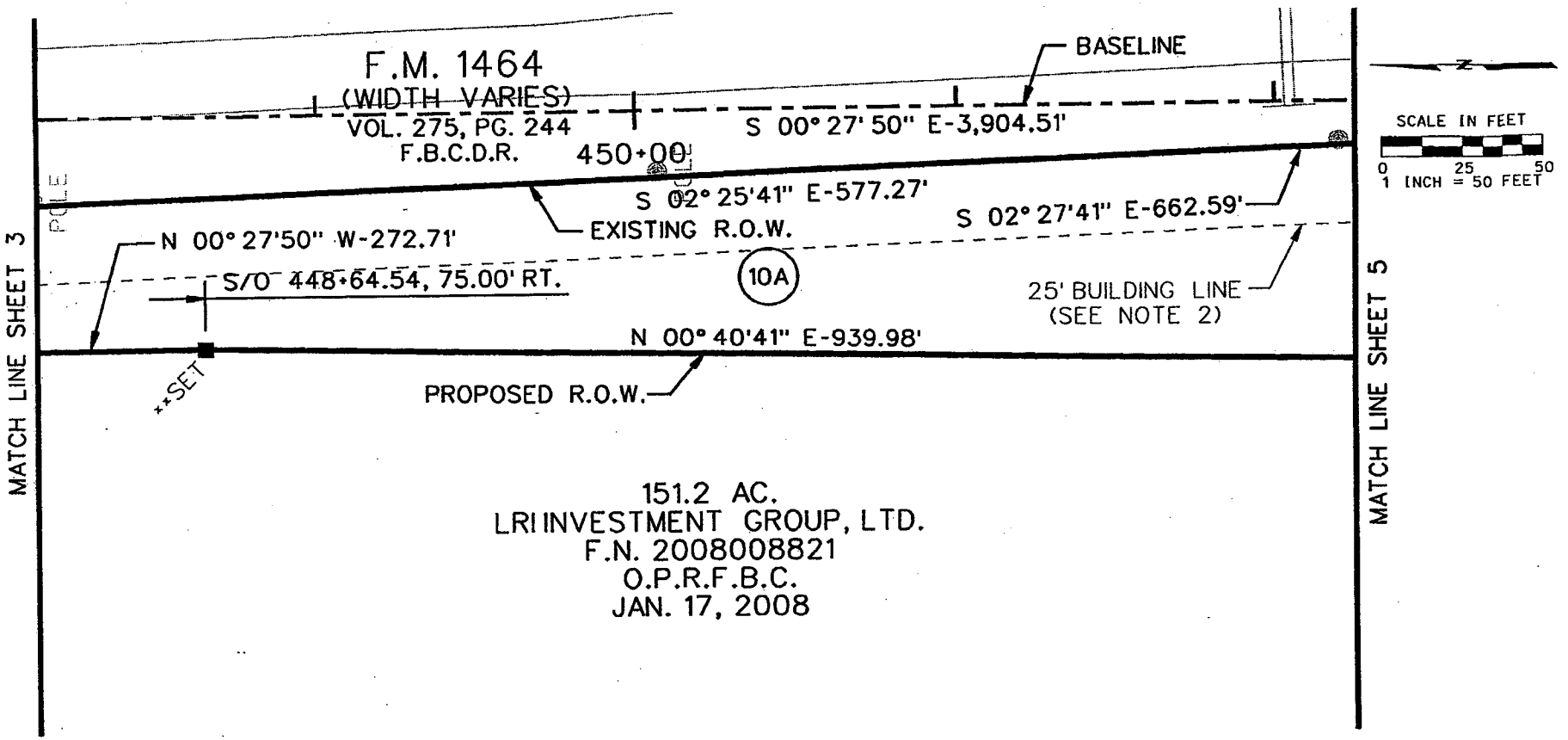
Compiled by:
Weisser Engineering Company
19500 Park Row, Suite 100
Houston, Texas 77084
July, 2008

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

Access will be permitted to the highway facility from the remainder of the property.


J.H. CARTWRIGHT SURVEY A-16
** THE MONUMENT DESCRIBED AND SET IN THIS CALL MAY BE REPLACED WITH A TXDOT TYPE II RIGHT OF WAY MARKER UPON COMPLETION OF HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED LAND SURVEYOR EITHER EMPLOYED OR RETAINED BY TXDOT.
F.M. 1464
(WIDTH VARIES)
VOL. 275, PG. 244
F.B.C.D.R.
445+00
S 00° 27' 50" E-3,904.51'
EXISTING R.O.W.
S 02° 25'41" E-577.27'
S 02° 25'41" E-765.36'
S 68° 11'15" E-43.17'
10A
N 00° 27'50" W-272.71'
PROPOSED R.O.W.
PROPOSED R.O.W.
25' BUILDING LINE (SEE NOTE 2)
S/O 445+91.84, 75.00' RT.
MATCH LINE SHEET 4
SCALE IN FEET
0 25 50
1 INCH = 50 FEET
151.2 AC.
LRI INVESTMENT GROUP, LTD.
F.N. 2008008821
O.P.R.F.B.C.
JAN. 17, 2008
RESIDUE OF 5,656.65 AC.
(293.984 AC. CALC.)
HARLEM STATE FARM
VOL. 152, PG. 423
F.B.C.D.R.
JAN. 31, 1935
OWENS ROAD (PRIVATE ROAD)
S 68° 11'15" E
2,222.64'
P.L.
SET**
SIGN
POLE
VENT
S/O-STATION OFFSET
■ SET 5/8" I.R. w/TxDOT ALUM. CAP
□ FND. 5/8" I.R. w/TxDOT ALUM. CAP
● SET 5/8" I.R. w/CAP STAMPED "WEISSER ENG. HOUSTON, TX"
○ FND. (AS INDICATED)
NOTES:
1. ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 (1993 ADJ.). ALL DISTANCES AND COORDINATES ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY TXDOT CONVERSION FACTOR OF 1.00013.
2. CITY OF HOUSTON ORDINANCE No. 82-1010 AMENDED BY ORDINANCE No. 85-1878 H.C.C.F. No. N253886 O.P.R.R.P.H.C. AND AMENDED BY ORDINANCE No. 99-262
3. A PROPERTY DESCRIPTION OF EVEN DATE HAS BEEN PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.
4. ACCESS WILL BE PERMITTED TO THE HIGHWAY FACILITY FROM THE REMAINDER.
F.M. 1464
10A
P.O.B. PARCEL 10A
N 86° 48'36" E 2,046.86'
P.O.C. PARCEL 10A SET 5/8" I.R.
PARENT TRACT INSET
SCALE: 1" = 1600'
STATE OF TEXAS
REGISTERED
J. M. TUCKER
5202
PROFESSIONAL
LAND SURVEYOR
7/31/2008
SHEET 3 OF 6
REVISIONS:
1.
EXISTING | TAKING AC/SF | REMAINING
151.2 AC. | 1.977 AC. | 149.223 AC.
86.096 SF
WEISSER Engineering Co.
19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579 - 7300
F.M. 1464
SURVEY PLAT OF PARCEL 10A
FORT BEND COUNTY, TEXAS
DATE:07/2008 SCALE: = 1" = 50' JOB No.:EE086
R.O.W. CSJ: 1415-02-041 DWG. No. : P-010A-1.DGN

J.H. CARTWRIGHT SURVEY A-16



151.2 AC.
LRI INVESTMENT GROUP, LTD.
F.N. 2008008821
O.P.R.F.B.C.
JAN. 17, 2008

REVISIONS:
1.

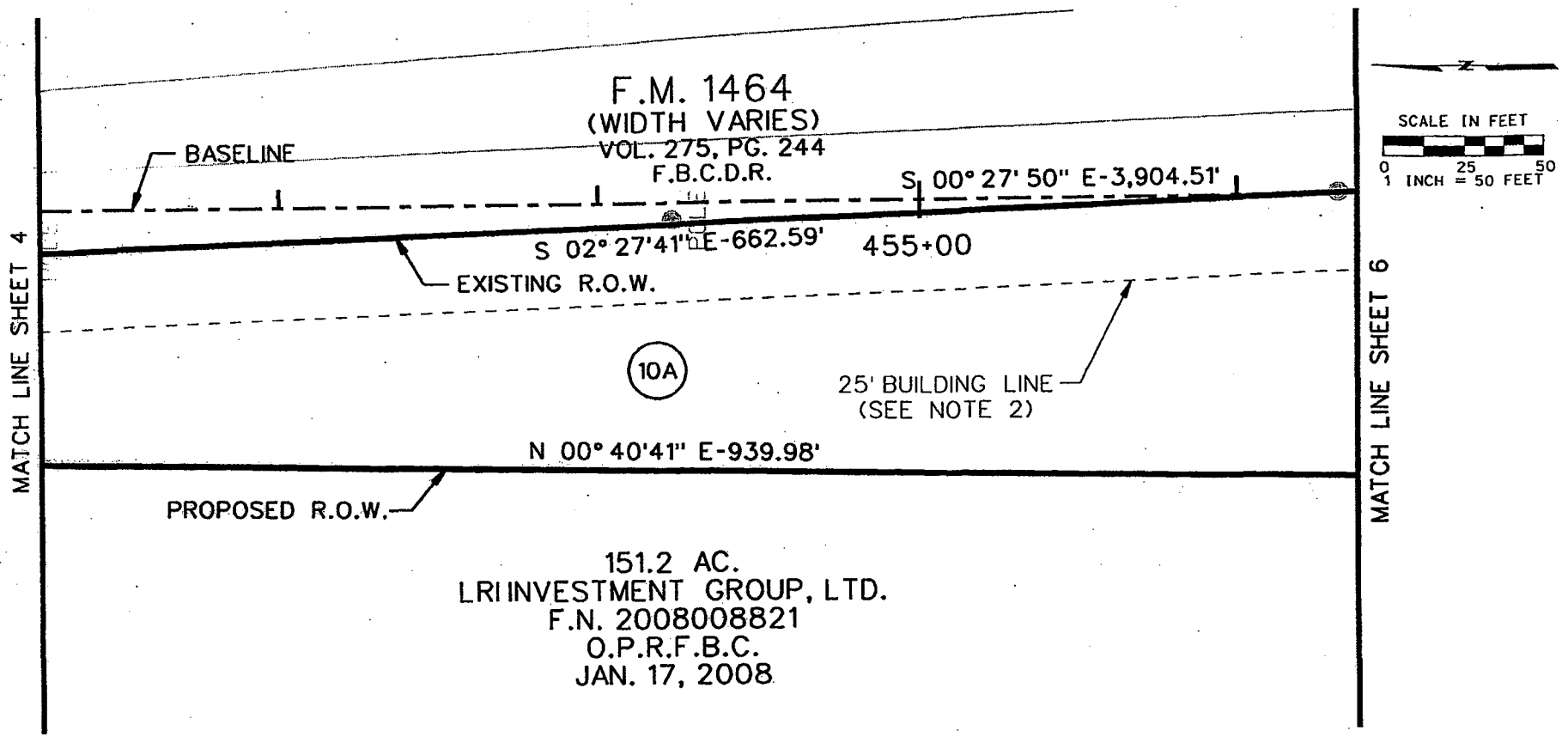
EXISTING	TAKING AC/SF	REMAINING
151.2 AC.	1.977 AC.	149.223 AC.
	86,096 SF	

WEISSER Engineering Co.
19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579 - 7300

F.M. 1464
SURVEY PLAT OF PARCEL 10A
FORT BEND COUNTY, TEXAS

DATE:07/2008	SCALE: = 1" = 50'	JOB No.:EE086
R.O.W. CSJ: 1415-02-041		DWG. No.: P-010A-2.DGN

J.H. CARTWRIGHT SURVEY A-16



151.2 AC.
LRI INVESTMENT GROUP, LTD.
F.N. 2008008821
O.P.R.F.B.C.
JAN. 17, 2008

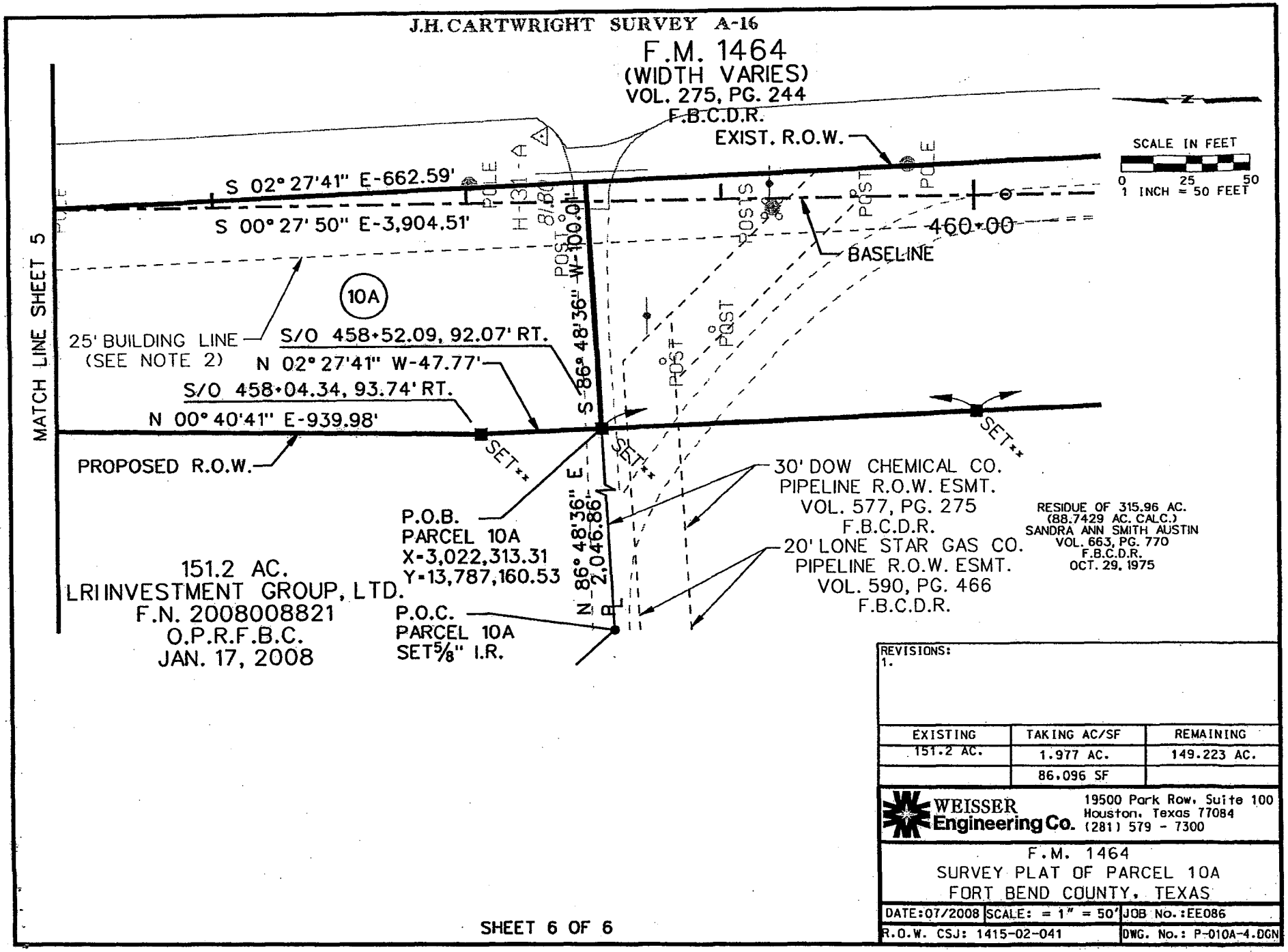
REVISIONS:
1.

EXISTING	TAKING AC/SF	REMAINING
151.2 AC.	1.977 AC.	149.223 AC.
	86.096 SF	

WEISSER Engineering Co.
19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579 - 7300

F.M. 1464
SURVEY PLAT OF PARCEL 10A
FORT BEND COUNTY, TEXAS

DATE:07/2008 | SCALE: = 1" = 50' | JOB No.:EE086
R.O.W. CSJ: 1415-02-041 | DWG. No. : P-010A-3.DGN


J.H. CARTWRIGHT SURVEY A-16
F.M. 1464
(WIDTH VARIES)
VOL. 275, PG. 244
F.B.C.D.R.
EXIST. R.O.W.
SCALE IN FEET
0 25 50
1 INCH = 50 FEET
S 02° 27'41" E-662.59'
S 00° 27' 50" E-3,904.51'
POST
POST
POST

EXHIBIT___

County: Fort Bend
Highway: F.M. 1464
Project Limits: Shiloh Lake Drive to State Highway 99
ROW CSJ: 1415-02-041

Property Description for Parcel 14

Being a 9.515 acre (414,475 square feet) parcel of land, out of the J.H. Cartwright Survey A-16, Fort Bend County, Texas and being out of that certain 88.7429 acre Residue of a 315.96 acre tract of land, described in a Deed dated 10-29-1975 from Vivian Leatherberry Smith to Sandra Ann Smith Austin, filed in the Fort Bend County Deed Records (F.B.C.D.R.) in Volume 663, Page 770 Fort Bend County, Texas, being more particularly described as follows:

COMMENCING at a set 5/8 inch iron rod with cap stamped "Weisser Eng., Houston, TX" located at the northwest corner of the Residue of said 315.96 acre tract, also being the southwest corner of a 151.2 acre tract of land, described in a Deed dated 01-17-2008 from The State of Texas to LRI Investment Group, LTD, filed under Clerk's File No. 2008008821 in the Official Public Records Fort Bend County, Texas (O.P.R.F.B.C.); thence as follows:

North 86°48'36" East, a distance of 2,046.86 feet, along the south line of said 151.2 acre tract and the north line of the Residue of said 315.96 acre tract, to a set 5/8 inch iron rod with TxDOT Aluminum cap located in the proposed west right-of-way line of F.M. 1464 (width varies), marking the northwest corner and POINT OF BEGINNING of the herein described parcel;

1) THENCE, North 86°48'36" East, a distance of 100.01 feet, continuing along the south line of said 151.2 acre tract and the north line of the Residue of said 315.96 acre tract, to the northeast corner of herein described parcel, being located in the existing west right-of-way line of F.M. 1464 (width varies) as described in Volume 275, Page 244 filed in the F.B.C.D.R.;

2) THENCE, South 02°27'41" East, a distance of 2,653.88 feet, along the east line of the Residue of said 315.96 acre tract and the existing west right-of-way line of said F.M. 1464, to an angle point of herein described parcel;

3) THENCE, North 58°22'57" West, a distance of 74.29 feet, continuing along the east line of the Residue of said 315.96 acre tract and the existing west right-of-way line of said F.M. 1464, to an angle point of herein described parcel;

EXHIBIT___

4) THENCE, South 02°25'10" East, a distance of 372.28 feet, continuing along the east line of the Residue of said 315.96 acre tract and the existing west right-of-way line of said F.M. 1464, to a point of a curve to the right of herein described parcel, said curve having a central angle of 56°34'08" and a radius of 448.22 feet, the center of said curve being located on a radial bearing North 65°05'54" West from said point;

5) THENCE, in a southwest direction along said curve of herein described parcel and the existing west right-of-way line of said F.M. 1464, for an arc distance of 442.53 feet and a chord bearing South 53°11'10" West, chord distance of 424.78 feet to an angle point of herein described parcel;

6) THENCE, South 81°28'14" West, a distance of 38.17 feet, along a south line of the Residue of said 315.96 acre tract and the existing south right-of-way line of said F.M. 1464, to the southeast corner of herein described parcel, being located in the east right-of-way line of Grand Parkway (width varies) as described in Clerk's File No. 9830483 filed in the Official Public Records Fort Bend County, Texas (O.P.R.F.B.C.);

7) THENCE, North 26°11'50" West, a distance of 62.97 feet, along a west line of the Residue of said 315.96 acre tract and the east right-of-way line of said Grand Parkway, to a set 5/8 inch iron rod with TxDOT Aluminum cap located in the proposed north right-of-way line of said F.M. 1464, marking a northwest corner of herein described parcel; **

8) THENCE, North 81°28'18" East, a distance of 57.66 feet, along the proposed north right-of-way line of said F.M. 1464, to a set 5/8 inch iron rod with TxDOT Aluminum cap for a point of a curve to the left of herein described parcel, said curve having a central angle of 61°50'48" and a radius of 388.22 feet, the center of said curve being located on a radial bearing North 08°35'05" West from said point; **

9) THENCE, in a northeast direction along said curve of herein described parcel and the proposed north right-of-way line of said F.M. 1464, for an arc distance of 419.05 feet and a chord bearing North 50°29'32" East, chord distance of 399.00 feet to a set 5/8 inch iron rod with TxDOT Aluminum cap for a point; **

EXHIBIT___

10) THENCE, North 02°27'41" West, a distance of 60.00 feet, along the proposed west right-of-way line of said F.M. 1464, to a set 5/8 inch iron rod with TxDOT Aluminum cap for an angle point of herein described parcel; **

11) THENCE, North 25°12'54" West, a distance of 137.03 feet, along the proposed southwest right-of-way line of said F.M. 1464, to a set 5/8 inch iron rod with TxDOT Aluminum cap for an angle point of herein described parcel; **

12) THENCE, North 02°27'41" West, a distance of 150.00 feet, along the proposed west right-of-way line of said F.M. 1464, to a set 5/8 inch iron rod with TxDOT Aluminum cap for a northwest corner of herein described parcel; **

13) THENCE, South 58°47'18" East, a distance of 63.68 feet, along the proposed northeast right-of-way line of said F.M. 1464, to a set 5/8 inch iron rod with TxDOT Aluminum cap for an interior corner of herein described parcel; **

14) THENCE, North 02°27'41" West, a distance of 168.23 feet, along the proposed west right-of-way line of said F.M. 1464, to a set 5/8 inch iron rod with TxDOT Aluminum cap for an interior corner of herein described parcel; **

15) THENCE, North 58°47'18" West, a distance of 267.96 feet, along the proposed southwest right-of-way line of said F.M. 1464, to a set 5/8 inch iron rod with TxDOT Aluminum cap for a southwest corner of herein described parcel; **

16) THENCE, North 02°27'41" West, a distance of 373.43 feet, along the proposed west right-of-way line of said F.M. 1464, to a set 5/8 inch iron rod with TxDOT Aluminum cap for a northwest corner of herein described parcel; **

17) THENCE, North 87°32'19" East, a distance of 223.00 feet, along the proposed north right-of-way line of said F.M. 1464, to a set 5/8 inch iron rod with TxDOT Aluminum cap for an interior corner of herein described parcel; **

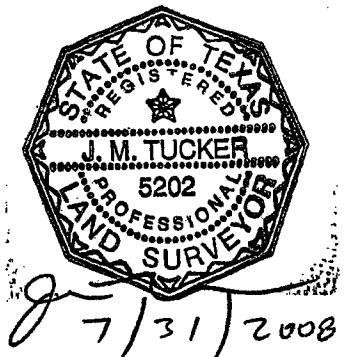
18) THENCE, North 02°27'41" West, at a distance of 280.59 feet passing a set 5/8 inch iron rod with TxDOT Aluminum cap marking Engineer's Station 475+00 and continuing for a total distance of 1,931.58 feet, along the proposed west right-of-way line of said F.M. 1464, to the POINT OF BEGINNING and containing 9.515 acres (414,475 square feet) parcel of land.

EXHIBIT___

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

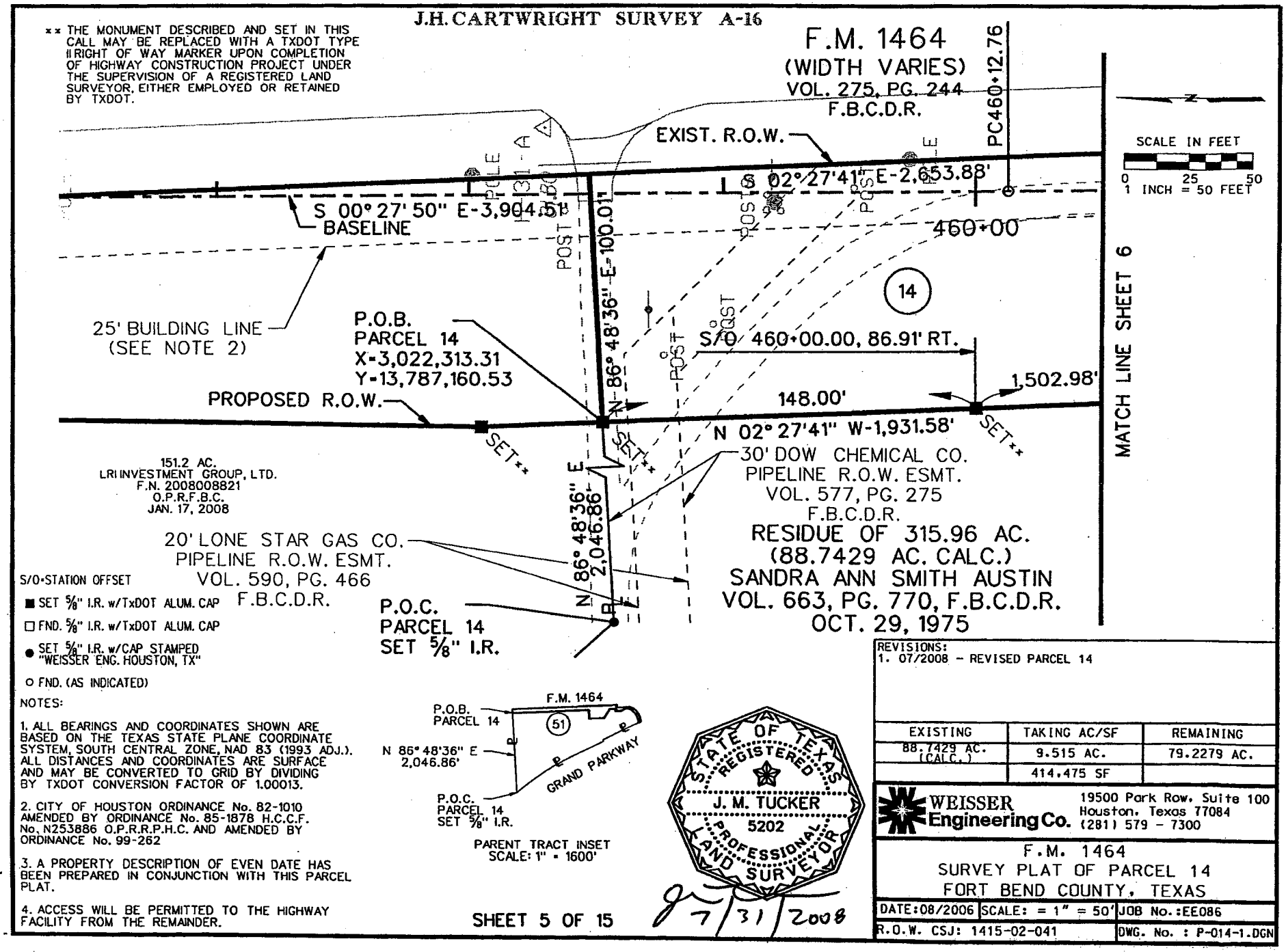
NOTE: The Point of Beginning of this description has coordinates of X=3,022,313.31 and Y=13,787,160.53; All bearings are based on the Texas State Plane coordinate system, NAD 83 (1993 Adj.), South Central Zone. All coordinates shown are surface and may be converted to grid by Dividing by TxDOT conversion factor of 1.00013.

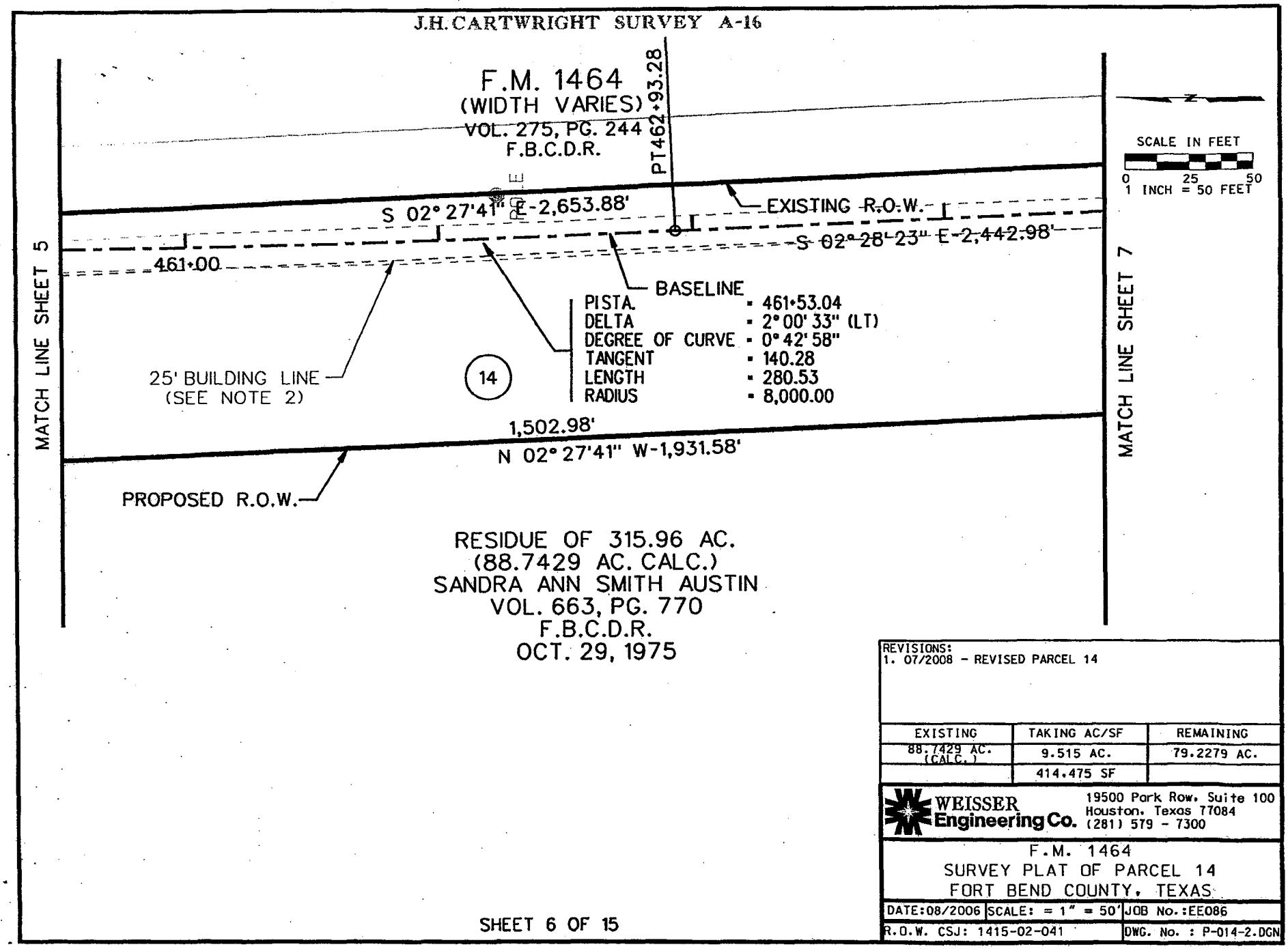
Compiled by:
Weisser Engineering Company
19500 Park Row, Suite 100
Houston, Texas 77084
August, 2006
Revised July, 2008



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

Access will be permitted to the highway facility from the remainder of the property.


J.H. CARTWRIGHT SURVEY A-16
** THE MONUMENT DESCRIBED AND SET IN THIS CALL MAY BE REPLACED WITH A TXDOT TYPE II RIGHT OF WAY MARKER UPON COMPLETION OF HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TXDOT.
F.M. 1464
(WIDTH VARIES)
VOL. 275, PG. 244
F.B.C.D.R.
EXIST. R.O.W.
PC460+12.76
SCALE IN FEET
0 25 50
1 INCH = 50 FEET
S 02°27'41" E-2,653.88'
S 00° 27' 50" E-3,904.51'
BASELINE
460+00
25' BUILDING LINE
(SEE NOTE 2)
P.O.B.
PARCEL 14
X-3,022,313.31
Y-13,787,160.53
N 86° 48'36" E-100.01'
14
S/O 460+00.00, 86.91' RT.
1,502.98'
PROPOSED R.O.W.
148.00'
N 02° 27'41" W-1,931.58'
SET
MATCH LINE SHEET 6
151.2 AC.
LRI INVESTMENT GROUP, LTD.
F.N. 2008008821
O.P.R.F.B.C.
JAN. 17, 2008
30' DOW CHEMICAL CO.
PIPELINE R.O.W. ESMT.
VOL. 577, PG. 275
F.B.C.D.R.
RESIDUE OF 315.96 AC.
(88.7429 AC. CALC.)
SANDRA ANN SMITH AUSTIN
VOL. 663, PG. 770, F.B.C.D.R.
OCT. 29, 1975
20' LONE STAR GAS CO.
PIPELINE R.O.W. ESMT.
VOL. 590, PG. 466
F.B.C.D.R.
N 86° 48'36" E
2,046.86'
P.O.C.
PARCEL 14
SET 5/8" I.R.
S/O-STATION OFFSET
■ SET 5/8" I.R. w/TxDOT ALUM. CAP
□ FND. 5/8" I.R. w/TxDOT ALUM. CAP
● SET 5/8" I.R. w/CAP STAMPED "WEISSER ENG. HOUSTON, TX"
○ FND. (AS INDICATED)
NOTES:
1. ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 (1993 ADJ.). ALL DISTANCES AND COORDINATES ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY TXDOT CONVERSION FACTOR OF 1.00013.
2. CITY OF HOUSTON ORDINANCE No. 82-1010 AMENDED BY ORDINANCE No. 85-1878 H.C.C.F. No. N253886 O.P.R.R.P.H.C. AND AMENDED BY ORDINANCE No. 99-262
3. A PROPERTY DESCRIPTION OF EVEN DATE HAS BEEN PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.
4. ACCESS WILL BE PERMITTED TO THE HIGHWAY FACILITY FROM THE REMAINDER.
F.M. 1464
P.O.B. PARCEL 14
51
N 86° 48'36" E 2,046.86'
GRAND PARKWAY
P.O.C. PARCEL 14 SET 5/8" I.R.
PARENT TRACT INSET
SCALE: 1" = 1600'
STATE OF TEXAS
REGISTERED
J. M. TUCKER
5202
PROFESSIONAL
LAND SURVEYOR
7/31/2008
SHEET 5 OF 15
REVISIONS:
1. 07/2008 - REVISED PARCEL 14
EXISTING | TAKING AC/SF | REMAINING
88.7429 AC. (CALC.) | 9.515 AC. | 79.2279 AC.
414.475 SF
WEISSER Engineering Co.
19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579 - 7300
F.M. 1464
SURVEY PLAT OF PARCEL 14
FORT BEND COUNTY, TEXAS
DATE:08/2006 SCALE: = 1" = 50' JOB No.:EE086
R.O.W. CSJ: 1415-02-041 DWG. No. : P-014-1.DGN



REVISIONS:
1. 07/2008 - REVISED PARCEL 14

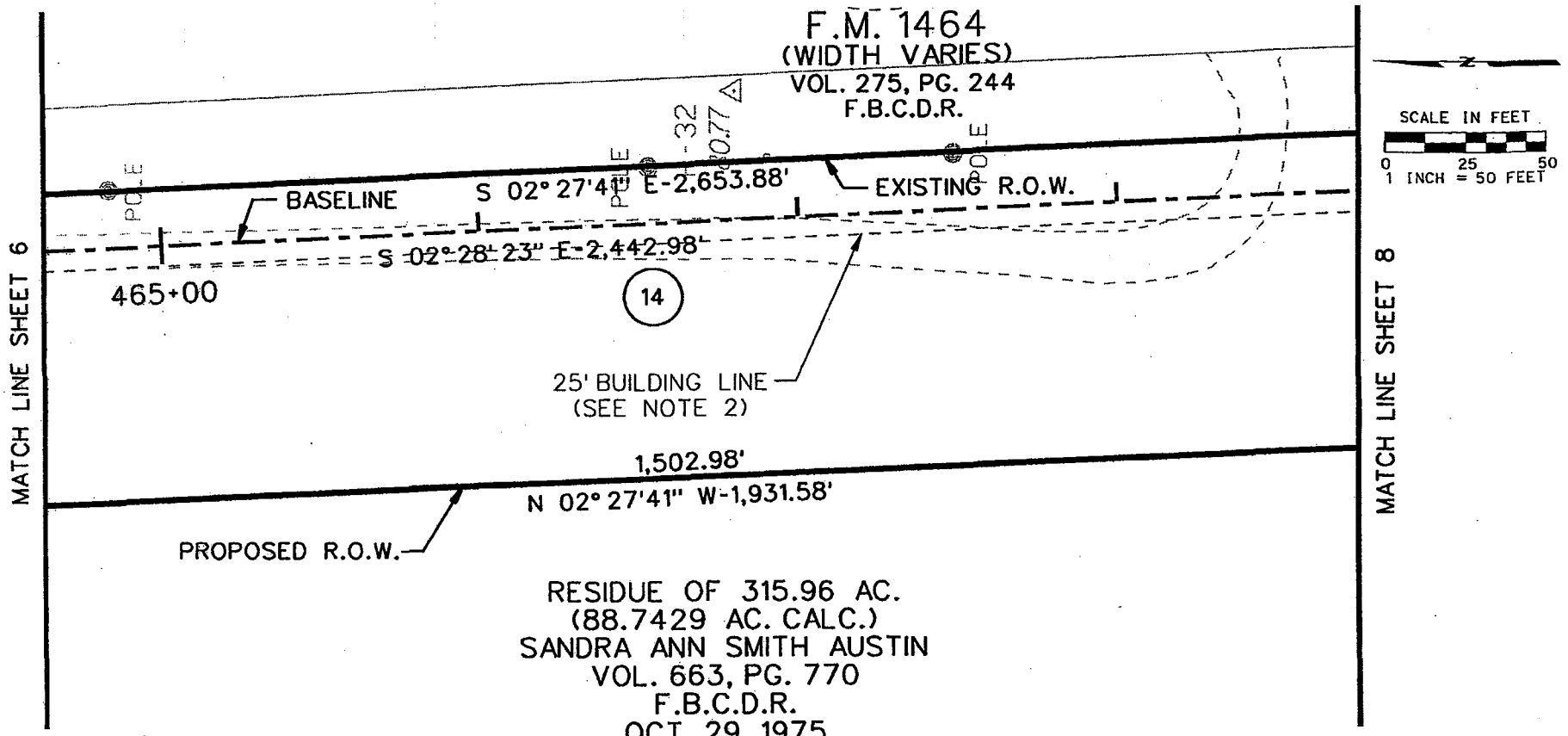
EXISTING	TAKING AC/SF	REMAINING
88.7429 AC. (CALC.)	9.515 AC.	79.2279 AC.
	414.475 SF	

WEISSER Engineering Co.
19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579 - 7300

F.M. 1464
SURVEY PLAT OF PARCEL 14
FORT BEND COUNTY, TEXAS

DATE: 08/2006	SCALE: = 1" = 50'	JOB No.: EE086
R.O.W. CSJ: 1415-02-041		DWG. No. : P-014-2.DGN

J.H. CARTWRIGHT SURVEY A-16



RESIDUE OF 315.96 AC.
(88.7429 AC. CALC.)
SANDRA ANN SMITH AUSTIN
VOL. 663, PG. 770
F.B.C.D.R.
OCT. 29, 1975

REVISIONS:
1. 07/2008 - REVISED PARCEL 14

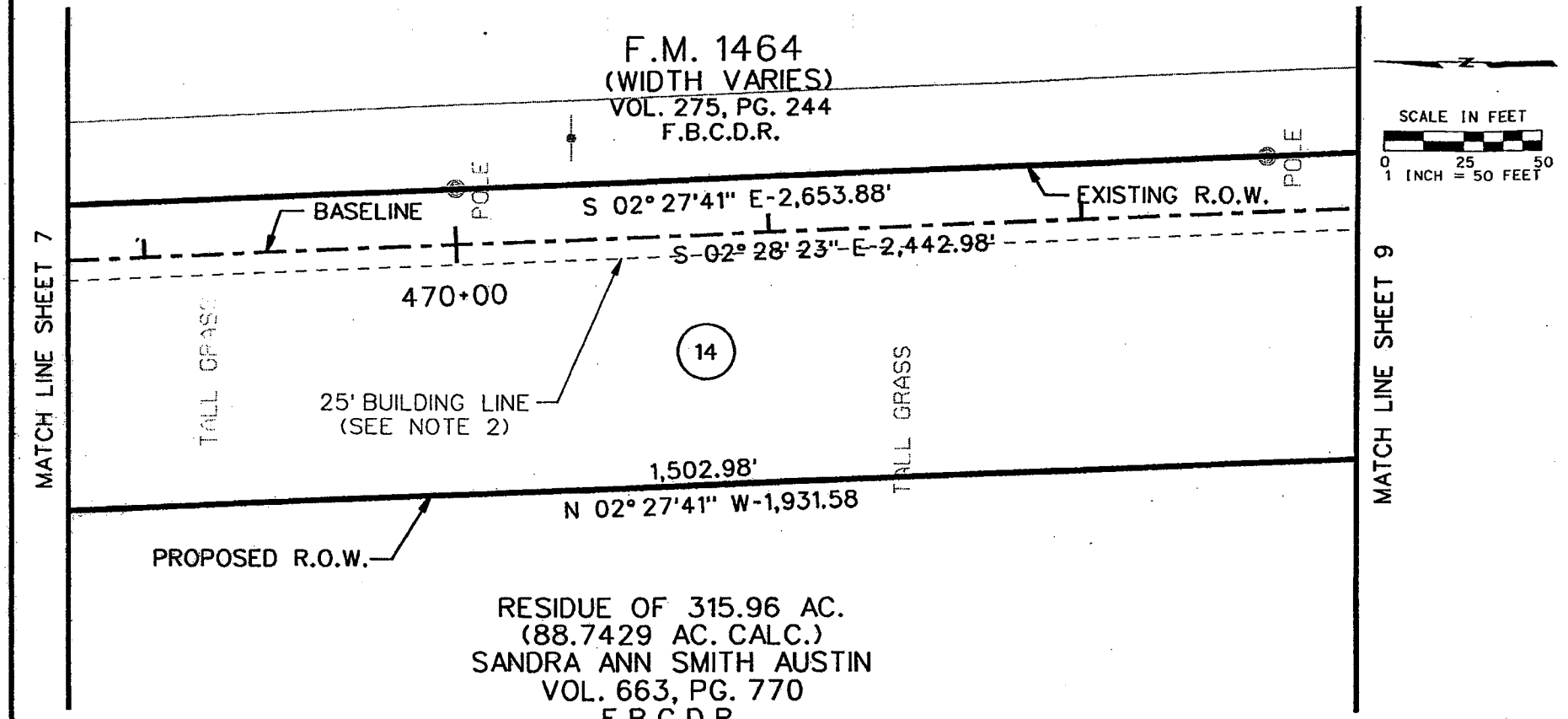
EXISTING	TAKING AC/SF	REMAINING
88.7429 AC. (CALC.)	9.515 AC.	79.2279 AC.
	414.475 SF	

WEISSER Engineering Co.
19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579 - 7300

F.M. 1464
SURVEY PLAT OF PARCEL 14
FORT BEND COUNTY, TEXAS

DATE:08/2006	SCALE: = 1" = 50'	JOB No.:EE086
R.O.W. CSJ: 1415-02-041		DWG. No. : P-014-3.DGN

J.H. CARTWRIGHT SURVEY A-16



RESIDUE OF 315.96 AC.
(88.7429 AC. CALC.)
SANDRA ANN SMITH AUSTIN
VOL. 663, PG. 770
F.B.C.D.R.
OCT. 29, 1975

REVISIONS:
1. 07/2008 - REVISED PARCEL 14

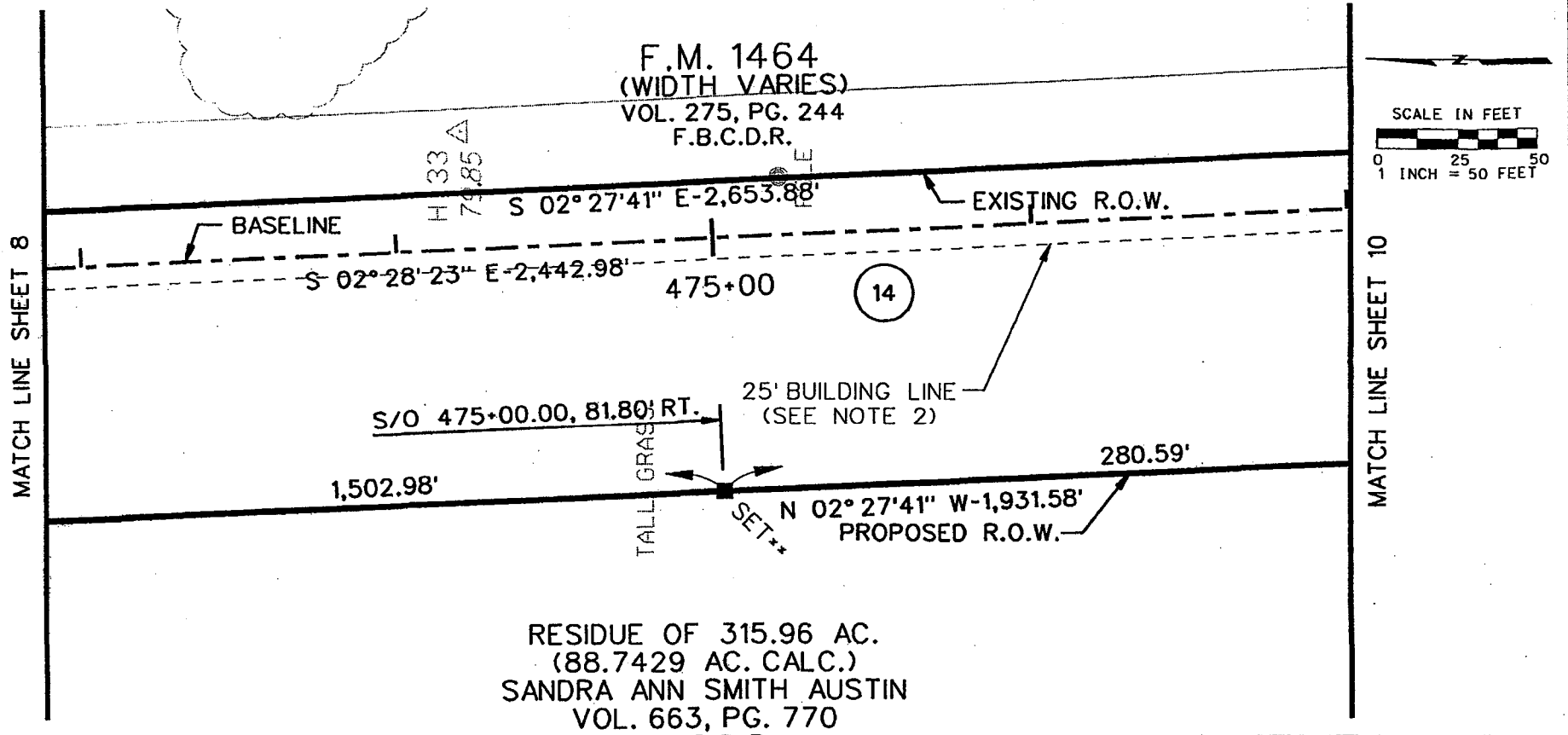
EXISTING	TAKING AC/SF	REMAINING
88.7429 AC. (CALC.)	9.515 AC.	79.2279 AC.
	414.475 SF	

WEISSER Engineering Co.
19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579 - 7300

F.M. 1464
SURVEY PLAT OF PARCEL 14
FORT BEND COUNTY, TEXAS

DATE:08/2006	SCALE: = 1" = 50'	JOB No.:EE086
R.O.W. CSJ: 1415-02-041		DWG. No. : P-014-4.DGN

J.H. CARTWRIGHT SURVEY A-16



RESIDUE OF 315.96 AC.
(88.7429 AC. CALC.)
SANDRA ANN SMITH AUSTIN
VOL. 663, PG. 770
F.B.C.D.R.
OCT. 29, 1975

REVISIONS:
1. 07/2008 - REVISED PARCEL 14

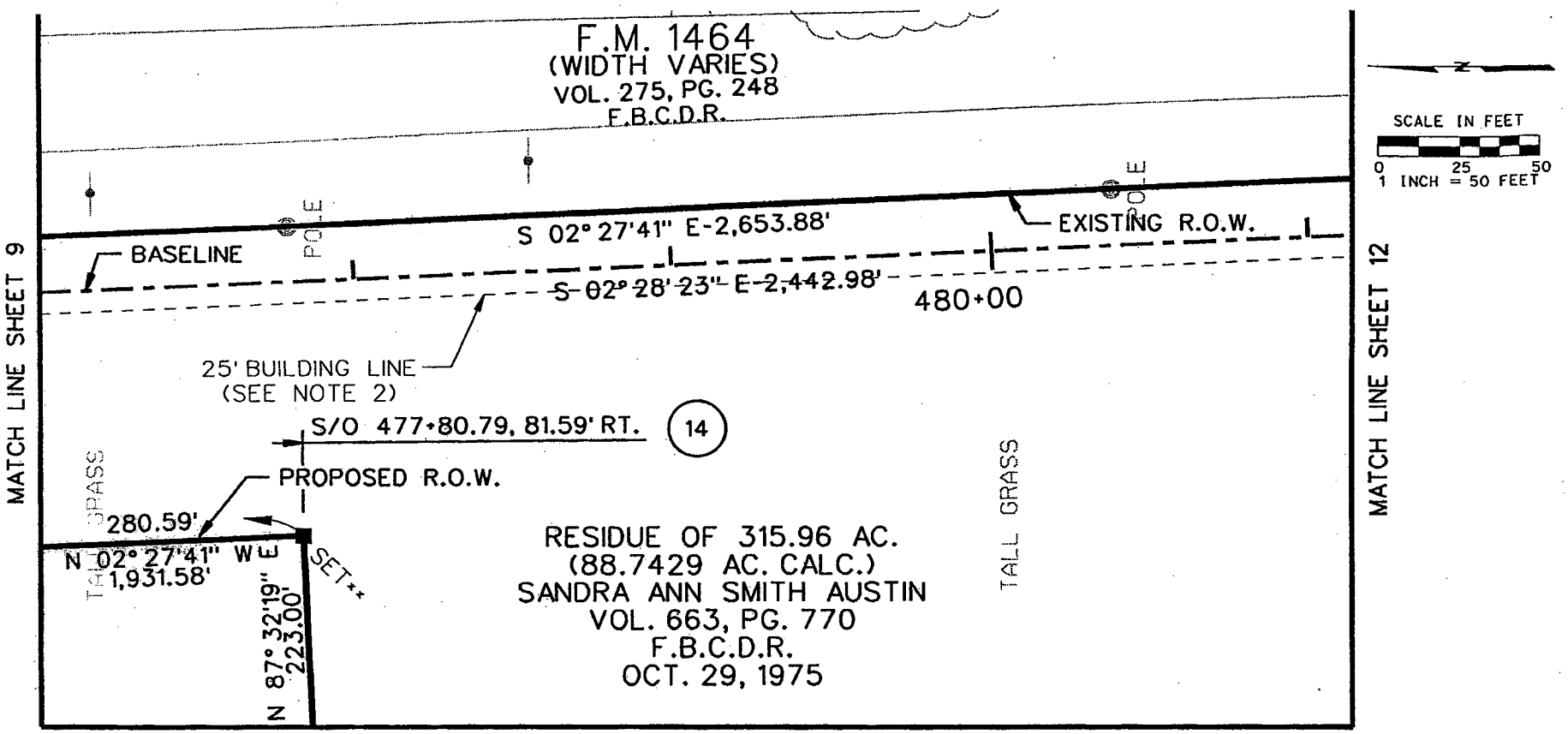
EXISTING	TAKING AC/SF	REMAINING
88.7429 AC. (CALC.)	9.515 AC.	79.2279 AC.
	414.475 SF	

WEISSER Engineering Co.
19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579 - 7300

F.M. 1464
SURVEY PLAT OF PARCEL 14
FORT BEND COUNTY, TEXAS

DATE:08/2006	SCALE: = 1" = 50'	JOB No.:EE086
R.O.W. CSJ: 1415-02-041		DWG. No. : P-014-5.DGN

J.H. CARTWRIGHT SURVEY A-16



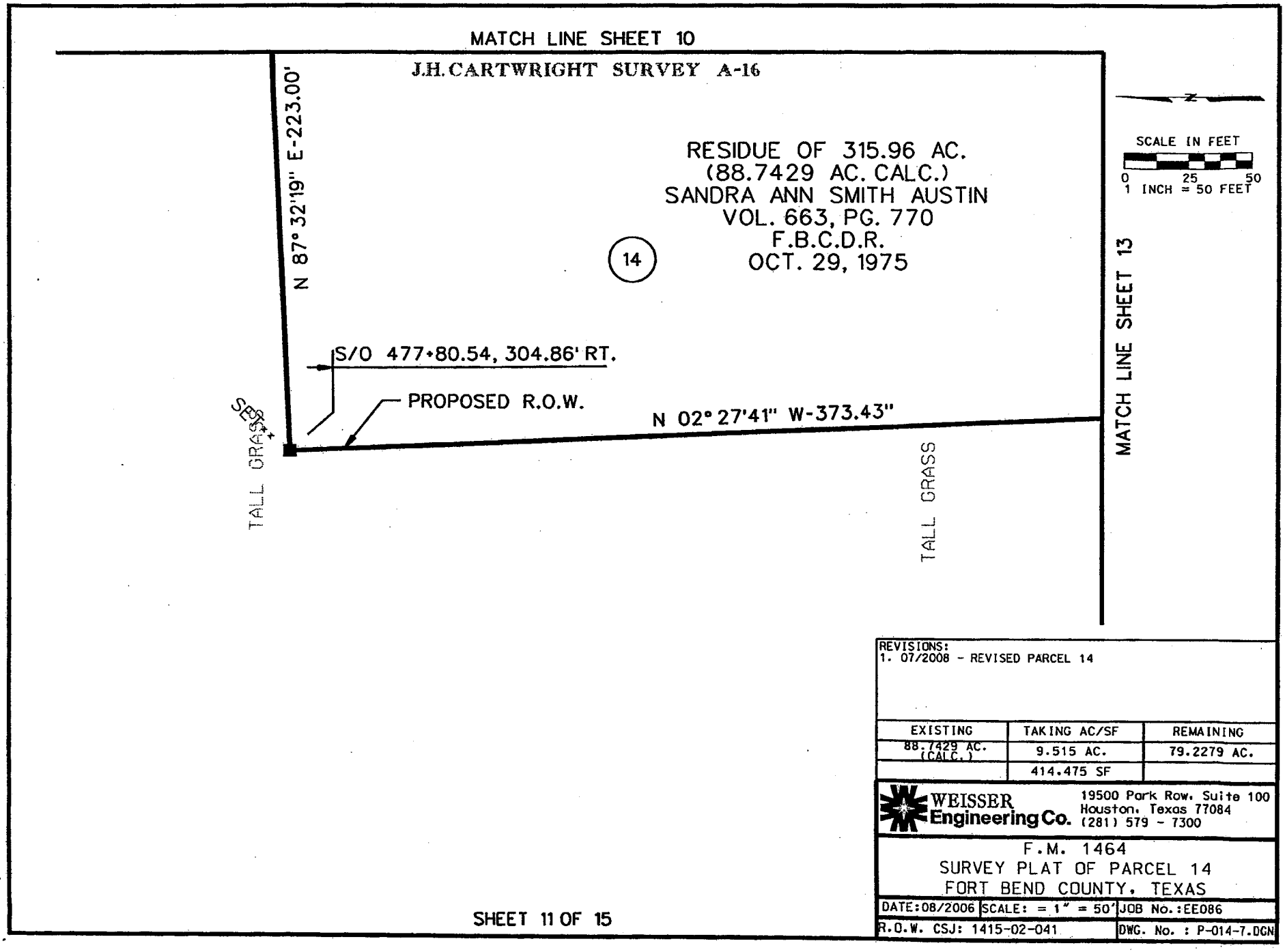
REVISIONS:
1. 07/2008 - REVISED PARCEL 14

EXISTING	TAKING AC/SF	REMAINING
88.7429 AC. (CALC.)	9.515 AC.	79.2279 AC.
	414.475 SF	

WEISSER Engineering Co.
19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579 - 7300

F.M. 1464
SURVEY PLAT OF PARCEL 14
FORT BEND COUNTY, TEXAS

DATE: 08/2006	SCALE: = 1" = 50'	JOB No.: EE086
R.O.W. CSJ: 1415-02-041		DWG. No. : P-014-6.DGN



REVISIONS:
1. 07/2008 - REVISED PARCEL 14

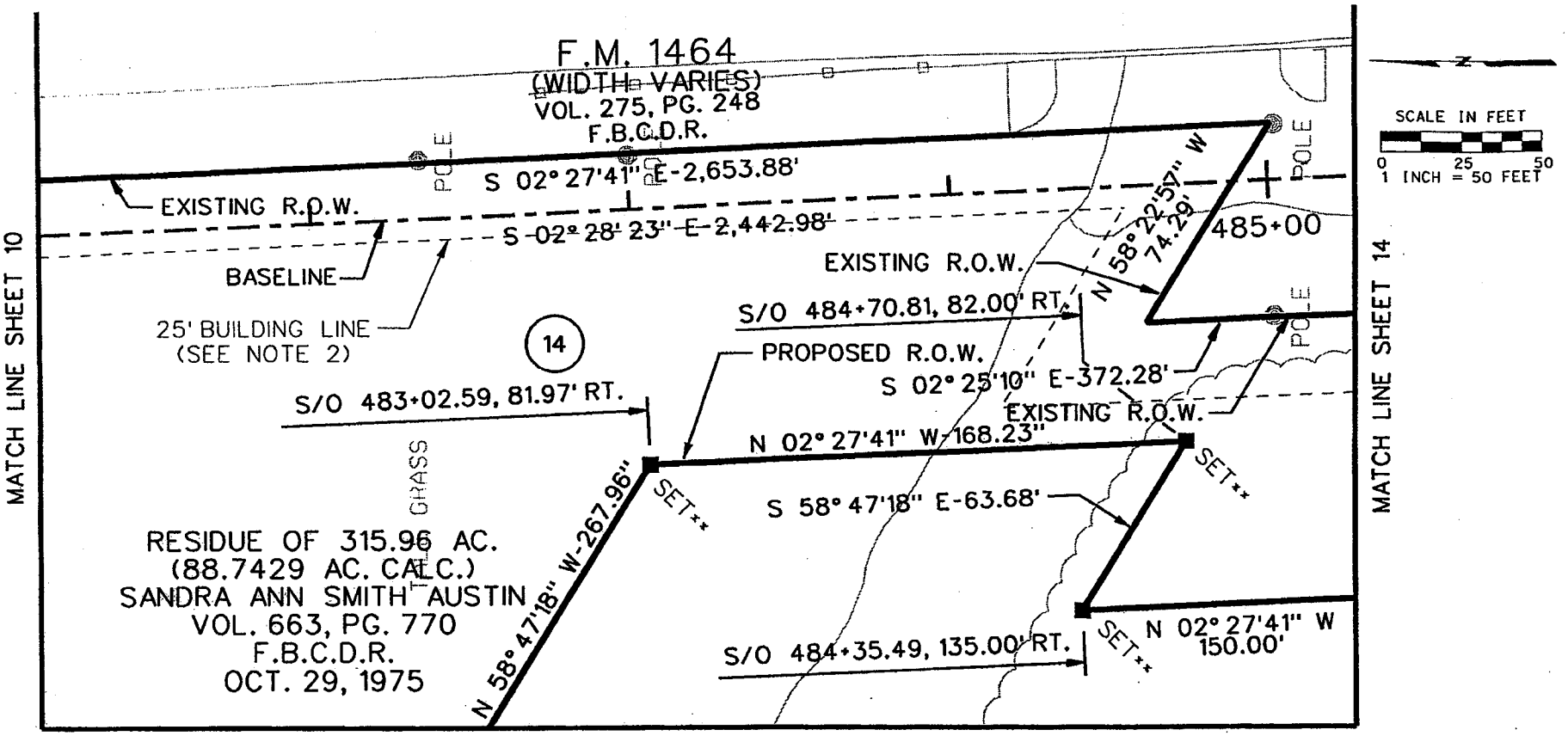
EXISTING	TAKING AC/SF	REMAINING
88.7429 AC. (CALC.)	9.515 AC.	79.2279 AC.
	414.475 SF	

WEISSER Engineering Co.
19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579 - 7300

F.M. 1464
SURVEY PLAT OF PARCEL 14
FORT BEND COUNTY, TEXAS

DATE: 08/2006	SCALE: = 1" = 50'	JOB No.: EE086
R.O.W. CSJ: 1415-02-041		DWG. No. : P-014-7.DGN

J.H. CARTWRIGHT SURVEY A-16



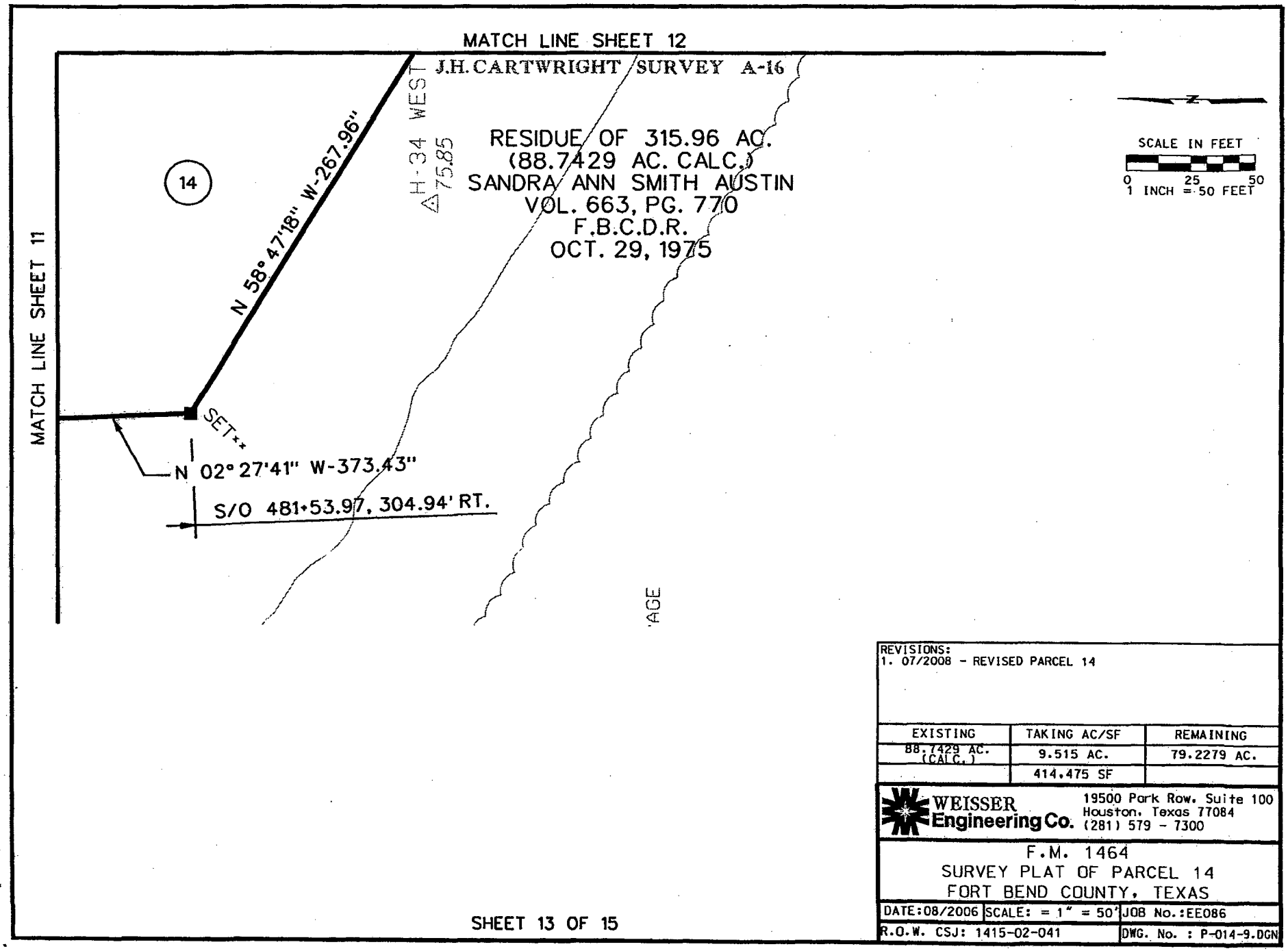
REVISIONS:
1. 07/2008 - REVISED PARCEL 14

EXISTING	TAKING AC/SF	REMAINING
88.7429 AC. (CALC.)	9.515 AC.	79.2279 AC.
	414.475 SF	

WEISSER Engineering Co.
19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579 - 7300

F.M. 1464
SURVEY PLAT OF PARCEL 14
FORT BEND COUNTY, TEXAS

DATE: 08/2006	SCALE: = 1" = 50'	JOB No.: EE086
R.O.W. CSJ: 1415-02-041		DWG. No. : P-014-8.DGN



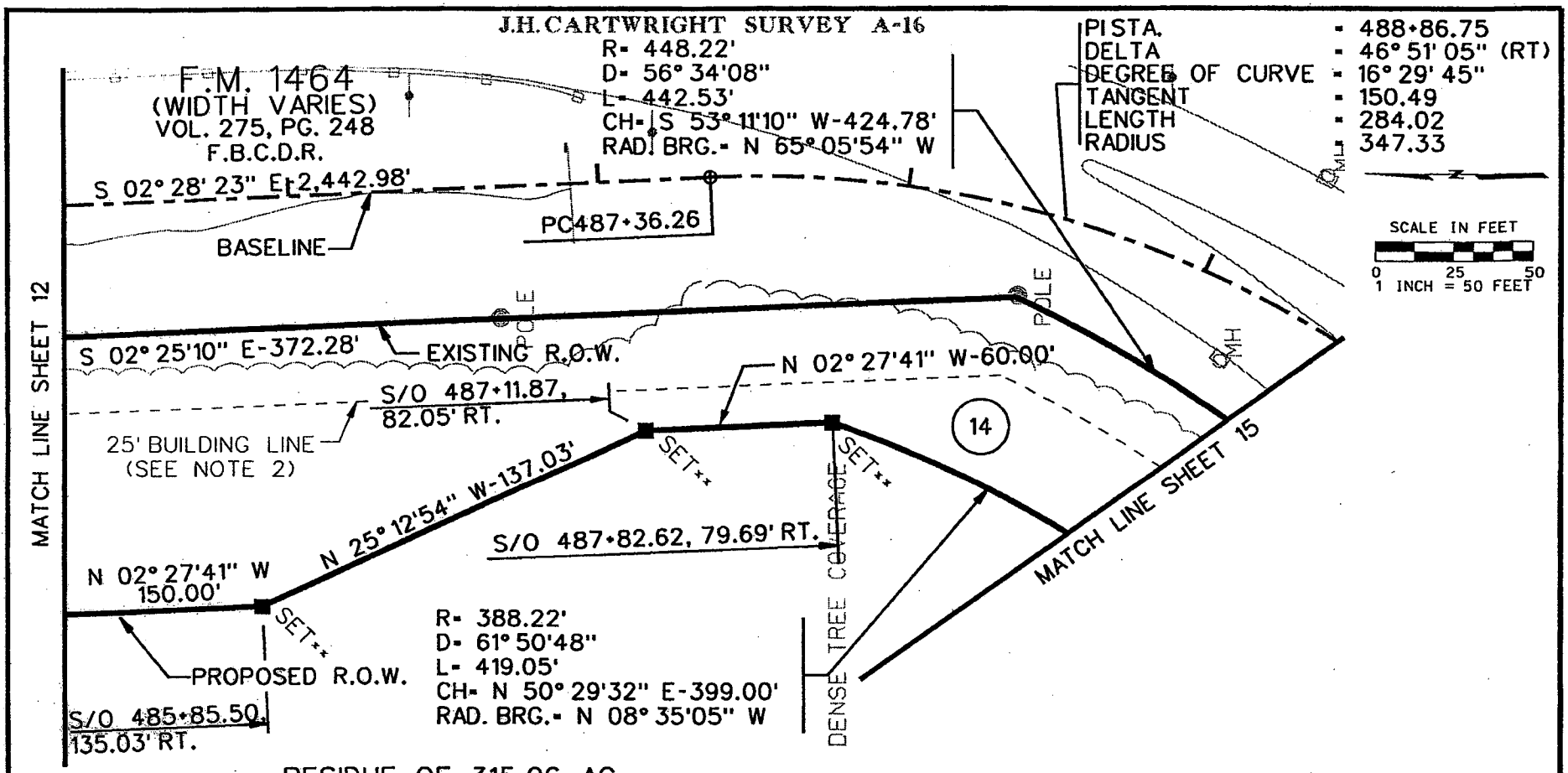
REVISIONS:
1. 07/2008 - REVISED PARCEL 14

EXISTING	TAKING AC/SF	REMAINING
88.7429 AC. (CALC.)	9.515 AC.	79.2279 AC.
	414.475 SF	

WEISSER Engineering Co.
19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579 - 7300

F.M. 1464
SURVEY PLAT OF PARCEL 14
FORT BEND COUNTY, TEXAS

DATE: 08/2006	SCALE: = 1" = 50'	JOB No.: EE086
R.O.W. CSJ: 1415-02-041		DWG. No. : P-014-9.DGN



RESIDUE OF 315.96 AC.
(88.7429 AC. CALC.)
SANDRA ANN SMITH AUSTIN
VOL. 663, PG. 770
F.B.C.D.R.
OCT. 29, 1975

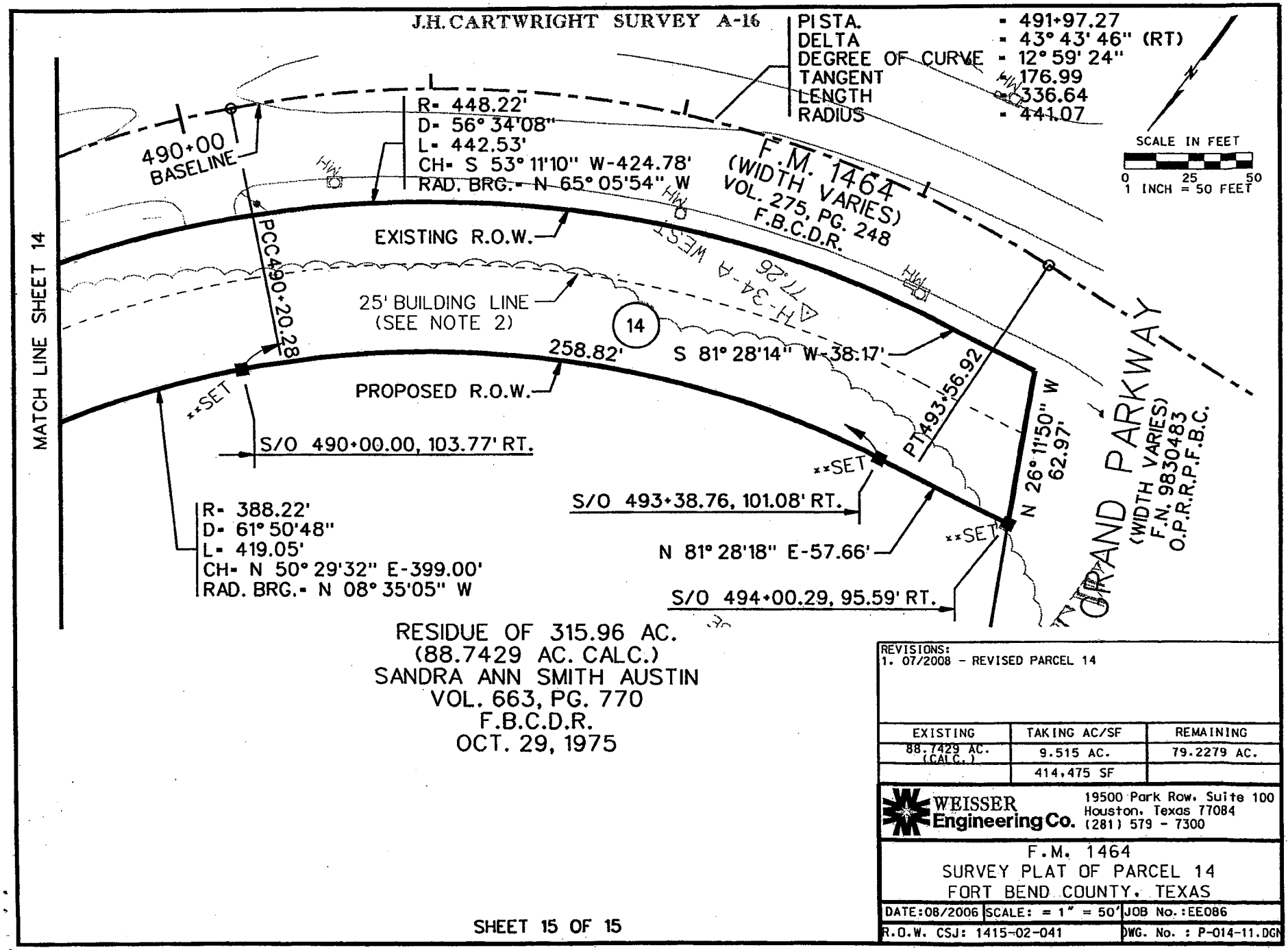
REVISIONS:
1. 07/2008 - REVISED PARCEL 14

EXISTING	TAKING AC/SF	REMAINING
88.7429 AC. (CALC.)	9.515 AC.	79.2279 AC.
	414,475 SF	

WEISSER Engineering Co.
19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579 - 7300

F.M. 1464
SURVEY PLAT OF PARCEL 14
FORT BEND COUNTY, TEXAS

DATE: 08/2006 | SCALE: = 1" = 50' | JOB No.: EE086
R.O.W. CSJ: 1415-02-041 | DWG. No. : P-014-10.DGN



RESIDUE OF 315.96 AC.
(88.7429 AC. CALC.)
SANDRA ANN SMITH AUSTIN
VOL. 663, PG. 770
F.B.C.D.R.
OCT. 29, 1975

REVISIONS:
1. 07/2008 - REVISED PARCEL 14

EXISTING	TAKING AC/SF	REMAINING
88.7429 AC. (CALC.)	9.515 AC.	79.2279 AC.
	414.475 SF	

WEISSER Engineering Co.
19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579 - 7300

F.M. 1464
SURVEY PLAT OF PARCEL 14
FORT BEND COUNTY, TEXAS

DATE:08/2006	SCALE: = 1" = 50'	JOB No.:EE086
R.O.W. CSJ: 1415-02-041		DWG. No. : P-014-11.DGN

EXHIBIT___

County: Fort Bend
Highway: F.M. 1464
Project Limits: Shiloh Lake Drive to State Highway 99
ROW CSJ: 1415-02-041

Property Description for Parcel 15

Being a 0.0102 acre (446 square feet) parcel of land, out of the J.H. Cartwright Survey A-16, Fort Bend County, Texas, being out of that certain 59.3875 acre tract of land, described in a Deed dated 02-10-1993 from Pheasant Creek, Ltd. to Fort Bend Independent School District, filed in the Official Public Records Fort Bend County, Texas (O.P.R.F.B.C.) at Clerk's File No. 9308323, being out of Restricted Reserve "A" of Pecan Meadow Estates, Section One, as recorded in Slide No. 1237 A and B of the Fort Bend County Plat Records (F.B.C.P.R.) and being more particularly described as follows:

COMMENCING at a set 5/8 inch iron rod with cap stamped "Weisser Eng., Houston, TX" located at a point of tangency of a curve to the left, said curve having a central angle of 02°51'45" and a radius of 500.00 feet, the center of said curve being located on a radial bearing South 24°39'11" West from said point, being in the south line of said 59.3875 acre tract, in the south line of said Restricted Reserve "A" and in the north right-of-way line of Pheasant Creek Drive (width varies) as shown in Slide No. 1237 A and B of the F.B.C.P.R.; thence as follows:

North 65°20'49" West, a distance of 117.51 feet, along the south line of said 59.3875 acre tract, along the south line of said Restricted Reserve "A" and along the north right-of-way line of said Pheasant Creek Drive, to a set 5/8 inch iron rod with TxDOT Aluminum cap located in the proposed northeast right-of-way line of F.M. 1464 (width varies), marking the southeast corner and POINT OF BEGINNING of the herein described parcel; **

1) THENCE, North 65°20'49" West, a distance of 25.00 feet, continuing along the south line of said 59.3875 acre tract, along the south line of said Restricted Reserve "A" and along the north right-of-way line of said Pheasant Creek Drive, to a point of curvature of a curve to the right of herein described parcel, said curve having a central angle of 20°47'24" and a radius of 25.00 feet, the center of said curve being located on a radial bearing North 24°39'11" East from said point;

EXHIBIT___

2) THENCE, in a northwest direction along said curve of herein described parcel and continuing along the south line of said 59.3875 acre tract, along the south line of said Restricted Reserve "A" and along the north right-of-way line of said Pheasant Creek Drive, for an arc distance of 9.07 feet and a chord bearing North 54°57'07" West, chord distance of 9.02 feet to the end of said curve, being located in the existing east right-of-way line of F.M. 1464 (150 feet wide) as described in Volume 275, Page 253 filed in the Fort Bend County Deed Records (F.B.C.D.R.);

3) THENCE, North 24°43'00" East, a distance of 25.00 feet, along the west line of said 59.3875 acre tract, along the west line of said Restricted Reserve "A" and along the existing east right-of-way line of said F.M. 1464, to a set 5/8 inch iron rod with TxDOT Aluminum cap, for the northwest corner of herein described parcel; **

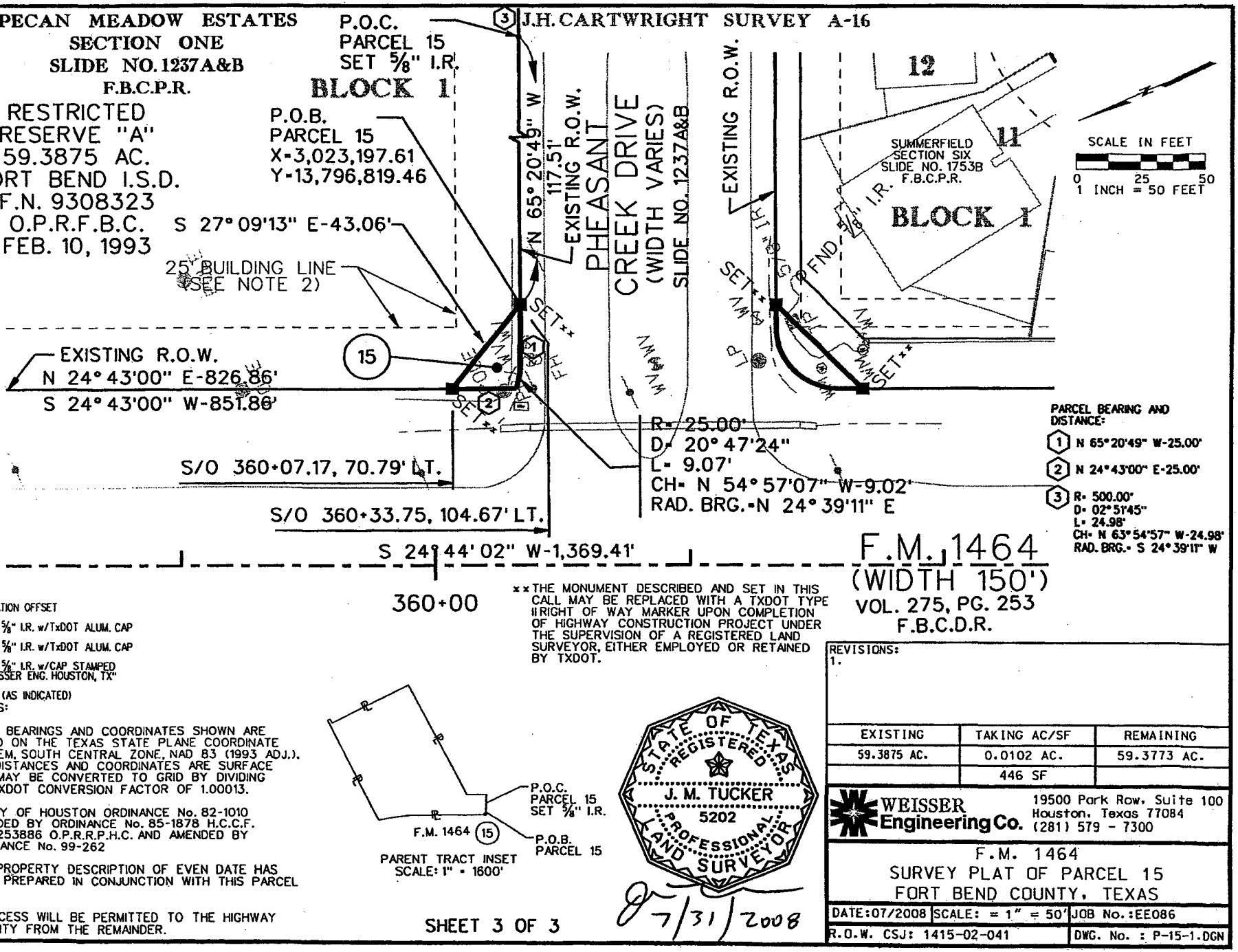
4) THENCE, South 27°09'13" East, a distance of 43.06 feet, along the proposed northeast right-of-way line of said F.M. 1464, to the POINT OF BEGINNING and containing 0.0102 acre (446 square feet) parcel of land.

NOTE: The Point of Beginning of this description has coordinates of X=3,023,197.61 and Y=13,796,819.46; All bearings are based on the Texas State Plane coordinate system, NAD 83 (1993 Adj.), South Central Zone. All coordinates shown are surface and may be converted to grid by Dividing by TxDOT conversion factor of 1.00013.

Compiled by:
Weisser Engineering Company
19500 Park Row, Suite 100
Houston, Texas 77084
July, 2008

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

Access will be permitted to the highway facility from the remainder of the property.



S/O=STATION OFFSET

■ SET 5/8" I.R. w/TxDOT ALUM. CAP

□ FND. 5/8" I.R. w/TxDOT ALUM. CAP

● SET 5/8" I.R. w/CAP STAMPED "WEISSER ENG. HOUSTON, TX"

○ FND. (AS INDICATED)

NOTES:

1. ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 (1993 ADJ.). ALL DISTANCES AND COORDINATES ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY TXDOT CONVERSION FACTOR OF 1.00013.

2. CITY OF HOUSTON ORDINANCE No. 82-1010 AMENDED BY ORDINANCE No. 85-1878 H.C.C.F. No. N253886 O.P.R.R.P.H.C. AND AMENDED BY ORDINANCE No. 99-262

3. A PROPERTY DESCRIPTION OF EVEN DATE HAS BEEN PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

4. ACCESS WILL BE PERMITTED TO THE HIGHWAY FACILITY FROM THE REMAINDER.

** THE MONUMENT DESCRIBED AND SET IN THIS CALL MAY BE REPLACED WITH A TXDOT TYPE II RIGHT OF WAY MARKER UPON COMPLETION OF HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TXDOT.

PARENT TRACT INSET
SCALE: 1" = 1600'

STATE OF TEXAS
REGISTERED
J. M. TUCKER
5202
PROFESSIONAL
LAND SURVEYOR

7/31/2008

SHEET 3 OF 3

REVISIONS:
1.

EXISTING	TAKING AC/SF	REMAINING
59.3875 AC.	0.0102 AC.	59.3773 AC.
	446 SF	

WEISSER Engineering Co.
19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579 - 7300

F.M. 1464
SURVEY PLAT OF PARCEL 15
FORT BEND COUNTY, TEXAS

DATE: 07/2008 | SCALE: = 1" = 50' | JOB No.: EE086

R.O.W. CSJ: 1415-02-041 | DWG. No. : P-15-1.DGN

EXHIBIT___

County: Fort Bend
Highway: F.M. 1464
Project Limits: Shiloh Lake Drive to State Highway 99
ROW CSJ: 1415-02-041

Property Description for Parcel 16

Being a 0.0103 acre (450 square feet) parcel of land, out of the J.H. Cartwright Survey A-16, Fort Bend County, Texas, being out of that certain 0.5056 acre tract of land, described in a Deed dated 07-31-2002 from Pheasant Creek, Ltd. to Summerfield Homeowners' Association, Inc., filed in the Official Public Records Fort Bend County, Texas (O.P.R.F.B.C.) at Clerk's File No. 2002121618, being out of Restricted Reserve "A" of Summerfield, Section Six, as recorded in Slide No. 1753 B of the Fort Bend County Plat Records (F.B.C.P.R.) and being more particularly described as follows:

COMMENCING at a set 5/8 inch iron rod with cap stamped "Weisser Eng., Houston, TX" located at a point of tangency of a curve to the right, said curve having a central angle of 02°51'45" and a radius of 500.00 feet, the center of said curve being located on a radial bearing North 24°39'11" East from said point, being in the north line of said 0.5056 acre tract, in the north line of said Restricted Reserve "A" and in the south right-of-way line of Pheasant Creek Drive (width varies) as shown in Slide No. 1237 A and B of the F.B.C.P.R.; thence as follows:

North 65°20'49" West, a distance of 117.68 feet, along the north line of said 0.5056 acre tract, along the north line of said Restricted Reserve "A" and along the south right-of-way line of said Pheasant Creek Drive, to a set 5/8 inch iron rod with TxDOT Aluminum cap located in the proposed southeast right-of-way line of F.M. 1464 (width varies), marking the northeast corner and POINT OF BEGINNING of the herein described parcel; **

1) THENCE, South 69°04'59" West, a distance of 48.35 feet, along the proposed southeast right-of-way line of said F.M. 1464, to set 5/8 inch iron rod with TxDOT Aluminum cap located in the west line of said 0.5056 acre tract, in the west line of said Restricted Reserve "A" and in the existing east right-of-way line of F.M. 1464 (150 feet wide) as described in Volume 275, Page 253 filed in the Fort Bend County Deed Records (F.B.C.D.R.) for the southwest corner of herein described parcel; **

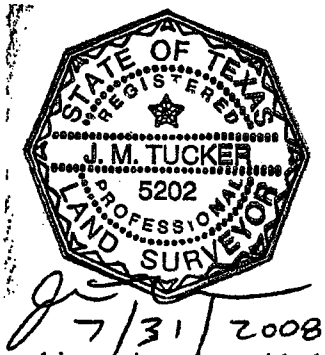
EXHIBIT___

2) THENCE, North 24°43'00" East, a distance of 9.56 feet, along the west line of said 0.5056 acre tract, along the west line of said Restricted Reserve "A" and along the existing east right-of-way line of said F.M. 1464, to a point of curvature of a curve to the right of herein described parcel, said curve having a central angle of 89°56'37" and a radius of 25.00 feet, the center of said curve being located on a radial bearing South 65°17'00" East from said point;

3) THENCE, in a northeast direction along said curve of herein described parcel and along the northwest line of said 0.5056 acre tract, along the northwest line of said Restricted Reserve "A" and along the existing southeast right-of-way line of said F.M. 1464, for an arc distance of 39.25 feet and a chord bearing North 69°41'32" East, chord distance of 35.34 feet to the end of said curve, being located in the south right-of-way line of said Pheasant Creek Drive, in the north line of said 0.5056 acre tract and in the north line of said Restricted Reserve "A";

4) THENCE, South 65°20'49" East, a distance of 8.83 feet, along the north line of said 0.5056 acre tract, along the north line of said Restricted Reserve "A" and along the south right-of-way line of said Pheasant Creek Drive, to the POINT OF BEGINNING and containing 0.0103 acre (450 square feet) parcel of land.

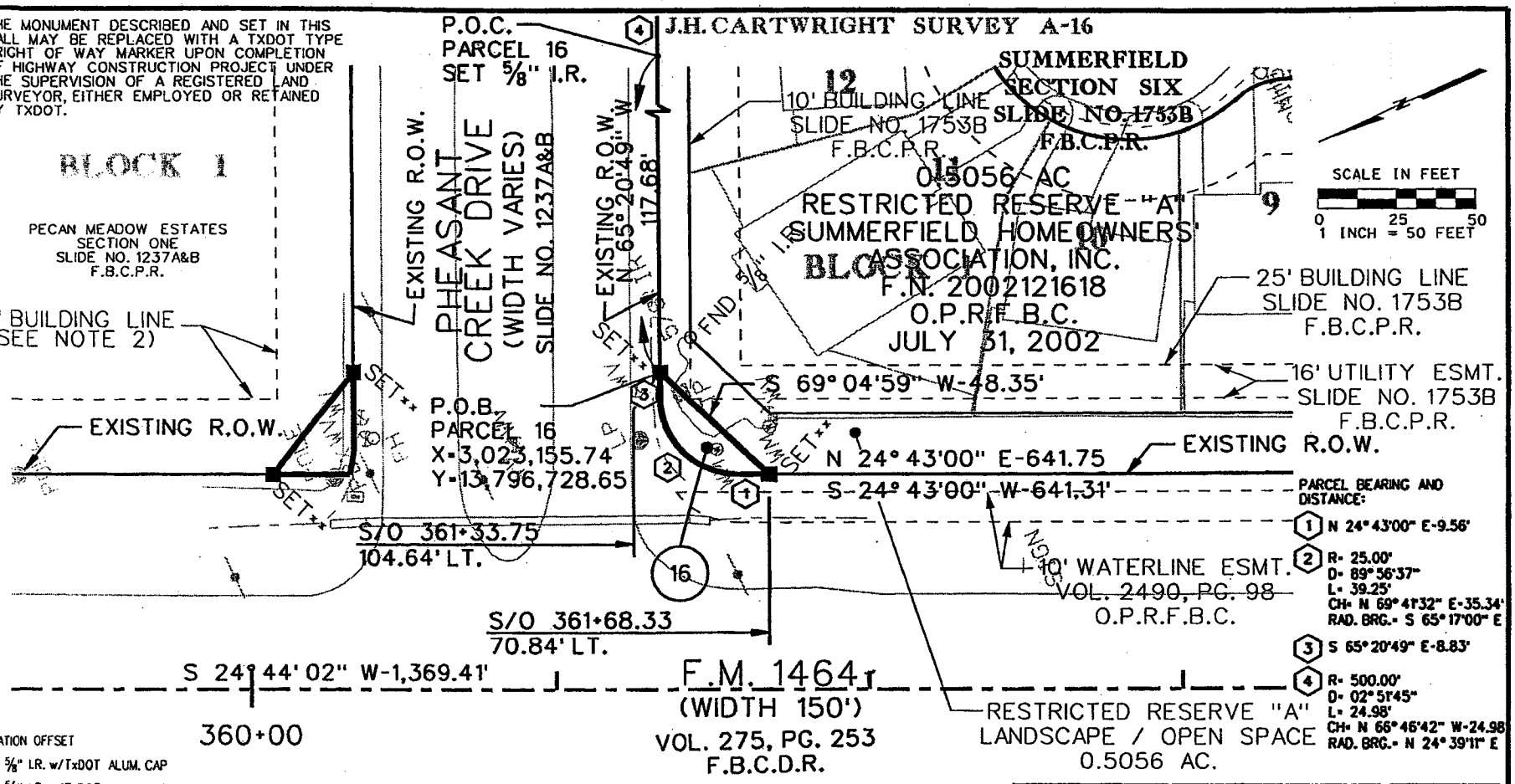
NOTE: The Point of Beginning of this description has coordinates of X=3,023,155.74 and Y=13,796,728.65; All bearings are based on the Texas State Plane coordinate system, NAD 83 (1993 Adj.), South Central Zone. All coordinates shown are surface and may be converted to grid by Dividing by TxDOT conversion factor of 1.00013.



Compiled by:
Weisser Engineering Company
19500 Park Row, Suite 100
Houston, Texas 77084
July, 2008

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

Access will be permitted to the highway facility from the remainder of the property.



** THE MONUMENT DESCRIBED AND SET IN THIS CALL MAY BE REPLACED WITH A TXDOT TYPE II RIGHT OF WAY MARKER UPON COMPLETION OF HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TXDOT.

S/O-STATION OFFSET

■ SET 5/8" I.R. w/TxDOT ALUM. CAP

□ FND. 5/8" I.R. w/TxDOT ALUM. CAP

● SET 5/8" I.R. w/CAP STAMPED "WEISSER ENG. HOUSTON, TX"

○ FND. (AS INDICATED)

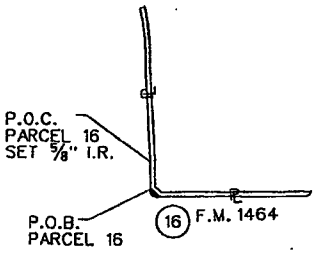
NOTES:

1. ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 (1993 ADJ.). ALL DISTANCES AND COORDINATES ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY TXDOT CONVERSION FACTOR OF 1.00013.

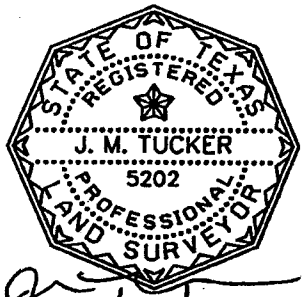
2. CITY OF HOUSTON ORDINANCE No. 82-1010 AMENDED BY ORDINANCE No. 85-1878 H.C.C.F. No. N253886 O.P.R.R.P.H.C. AND AMENDED BY ORDINANCE No. 99-262

3. A PROPERTY DESCRIPTION OF EVEN DATE HAS BEEN PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

4. ACCESS WILL BE PERMITTED TO THE HIGHWAY FACILITY FROM THE REMAINDER.



PARENT TRACT INSET
SCALE: 1" = 800'



7/31/2008

SHEET 3 OF 3

REVISIONS:
1.

EXISTING	TAKING AC/SF	REMAINING
0.5056 AC.	0.0103 AC.	0.4953 AC.
	450 SF	

WEISSER Engineering Co.
19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579 - 7300

F.M. 1464
SURVEY PLAT OF PARCEL 16
FORT BEND COUNTY, TEXAS

DATE:07/2008 | SCALE: = 1" = 50' | JOB No.:EE086

R.O.W. CSJ: 1415-02-041 | DWG. No. : P-16-1.DGN

AGENDA ITEM

23A

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted:	**March 31, 2009**	**Submitted By:**	**Marilynn Kindell** MKindell
		Department:	**Community Development**
Court Agenda Date:	**April 7, 2009**	**Phone Number:**	**281-341-4410**

SUMMARY OF ITEM: Take all appropriate action to authorize County Judge to sign and submit Method of Distribution Preference Form to H-GAC agreeing that the County will take the lead in developing a method of distributions for the CDBG Disaster Recovery Program for jurisdictions within the County.

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO X
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES NO X

List Supporting Documents Attached: Method of Distribution Preference Form

FINANCIAL SUMMARY:

BUDGETED ITEM: YES X NO ☐
FUNDNG SOURCE: Accounting Unit: N/A

Activity (If Applicable) N/A

DESCRIPTION: CDBG Disaster Recovery Program

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☑ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☑	Auditor	(281-341-3774)	☑	Comm. Pct. 1	(281-342-0587)
☑	Budget Officer	(281-344-3954)	☑	Comm. Pct. 2	(281-403-8009)
☑	Facilities/Planning	(281-633-7022)	☑	Comm. Pct. 3	(281-242-9060)
☑	Purchasing Agent	(281-341-8642)	☑	Comm. Pct. 4	(281-980-9077)
☑	Information Technology	(281-341-4526)	☑	County Clerk	(281-341-8697)
☐	Other:		☑	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

4-13-09 copy received

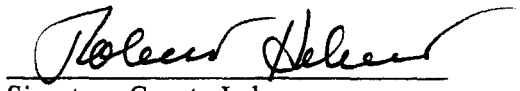
Community Development Block Grant Disaster Recovery Program
Method of Distribution Preference Form
(Please select one option and return by April 8, 2009)

_____ **Option 1. Participate in regional process.**

I understand that the regional process for recommending non-housing projects will be based upon objective scoring criteria which incorporate local priorities and that ranking of the projects will be conducted by a scoring committee comprised of local representatives and H-GAC staff. Jurisdictions from within the County will not compete against jurisdictions from other counties and the set aside amount is assured, assuming adequate eligible projects. H-GAC and the County will consult about options for administering housing programs. Options could include County or city administration or participation in a regional program with H-GAC. Under any approach contractors will be selected through a competitive procurement.

XX **Option 2. Develop a County-level method of distribution.**

I agree that the County will take the lead in developing a method of distribution defining how non-housing projects are recommended for selection by the Office of Rural Community Affairs. The method of distribution must use objective scoring criteria, or include a recommended allocation to jurisdictions within the County using objective criteria. The set-aside amount is assured, assuming adequate eligible projects. The method of distribution will also indicate how housing funds will be administered. The method of distribution must be adopted by the Commissioners Court after a public hearing and concurred in by mayors of 50% of the County's cities, representing two-thirds of city population. The method of distribution must be submitted to the Houston-Galveston Area Council by April 29, 2009.



Signature, County Judge
Robert Hebert, Fort Bend County Judge

April 7, 2009
Date

Return to:
Chuck Wemple
Economic Development Program Manager
Houston-Galveston Area Council
P. O. Box 22777
Houston, Texas 77227
Fax: 713-993-4503
Email: Charles.wemple@h-gac.com

Houston-Galveston Area Council

Method of Distribution for

Community Development Block Grant Disaster Recovery Program

Adopted by H-GAC Board of Directors February 17, 2009

Background

On November 26, 2008 the US Department of Housing and Urban Development (HUD) announced the allocation of $2.1 billion dollars in disaster recovery assistance to 13 States and Puerto Rico. The emergency funding is intended to help address unmet housing, economic and infrastructure needs following the natural disasters of 2008. HUD allocated the majority of the funding ($1.3 billion dollars) to the State of Texas. The emergency funding is provided through HUD's *Community Development Block Grant (CDBG)* Program and will support the State's long-term disaster recovery. This is the first allocation of approximately $6.5 billion dollars appropriated by Congress immediately following Hurricane Ike.

Although entitlement communities like Harris County, the City of Houston and the City of Galveston typically receive CDBG funds directly from HUD, H-GAC understands that the distribution of all CDBG funds for disaster recovery will be administered through the State of Texas. These funds can be used to address housing and infrastructure damage caused by Hurricane Ike. The majority of funding must benefit low and moderate income citizens.

Governor Perry has designated the Office of Rural Community Affairs (ORCA) as lead state administrator for CDBG disaster recovery funds. The Texas Department of Housing and Community Affairs (TDHCA) will work with ORCA to administer the housing portion of the funding.

The framework for distributing funds is a State Action Plan which includes funding priorities, eligibility criteria, types of eligible projects, and local match/cost sharing requirements. The State's draft Action Plan identifies the Councils of Government as the entity that will develop the **Method of Distribution** for their respective regions and allocates **$814,133,492** to the H-GAC region. The State has asked that H-GAC recommend a method of distribution that apportions funds for housing and non-housing (community infrastructure) activities. H-GAC may also recommend that funds be directly allocated by the State or competitively awarded. H-GAC recommendations are due to the State on February 20, 2009.

H-GAC posted the initial Draft Method of Distribution on the home page of the H-GAC website during the evening of February 6, 2009.

Public Notification and Input Process

H-GAC conducted a series of public outreach sessions with local leaders to inform them of the Method of Distribution process and to seek input on local priorities of housing and non-housing needs. H-GAC also held **two formal public hearings** to receive public comment on the proposed method of distribution on February 11 and 12, 2009. H-GAC posted notices in the Houston Chronicle, Galveston County Daily News, on the Secretary of State's Texas Register/Open meetings webpage, and on the home page of the H-GAC website at www.h-gac.com.

Housing and Non-Housing Activities

H-GAC conducted a detailed analysis of FEMA housing damage assessments, HUD low-moderate income demographics, and severity of damage. H-GAC also utilized infrastructure data used by the State in development of the Governor's *Texas Rebounds* report (data sources included as Appendix A).

The distribution of funding between housing and non-housing activities is based upon the above-referenced damage and low-moderate income demographics analysis; input from local governments, faith-based organizations, long-term recovery groups, the public; and, the above-referenced State and FEMA reports.

Total available: **$814,133,492**.

Recommended funding apportionment by housing and non-housing:

Category	**Percentage**	**Dollar Amount**
Housing	56%	$457,099,432
Non-Housing	44%	$357,034,060

Some local governments in the region have expressed an interest in implementing economic development projects. A specific amount for economic development has not been identified at this time. Economic development projects would come from the non-housing portion of the region's allocation.

H-GAC strongly recommends that the State allow flexibility in reallocating funding between housing and non-housing activities if the State and local governments are unable to spend the funding in a timely fashion. The flexibility to reallocate between activity categories is critical if the State intends to assist the region and the citizens of Texas in recovering from Hurricane Ike. Progress in committing funding to housing and non-housing projects should be evaluated on a quarterly basis and funds reallocated if housing programs cannot deliver housing or if non-housing projects cannot be initiated in a timely fashion.

Direct Allocations and Set Asides

The Method of Distribution recommends direct allocations to the large entitlement communities of the City of Galveston, Harris County and the City of Houston, and to counties which because of the extent of impact by Hurricane Ike would receive substantial funding allocations, in excess of $50 million. The remaining funds are distributed across the region as set asides at the county level. H-GAC developed the direct allocations and set asides based on FEMA housing damage reports, severity of damage, low to moderate income demographics, and infrastructure data associated with the Governor's *Texas Rebounds* report. This method provides a weighted allocation for the most impacted areas of the H-GAC region. An overview of the weighting factors is included below.

FEMA Housing Damage Assessments and Severity of damage – H-GAC analyzed FEMA home damage reports for counties, cities, and unincorporated areas within the eligible portions of the H-GAC region. The analysis included developing an estimated dollar value for each category, from minor

damage to destroyed. H-GAC also reviewed low-moderate income data available through HUD and included the results of that analysis in its funding allocations. Source data is included in Appendix A. This method comprised the allocation of 60% of the funding.

Critical Infrastructure and Texas Rebounds – H-GAC analyzed critical infrastructure data used in the development of the Governor's Texas Rebounds report. Source data is included in Appendix A. This method comprised the allocation of 40% of the funding.

H-GAC recommends direct allocation of funding to the following large, impacted entitlement communities and counties receiving greater than $50 million: City of Galveston, Harris County, City of Houston and to Galveston County and Chambers County. By direct allocation, these communities will receive funds from ORCA and TDHCA to conduct housing and non-housing programs. Direct allocations to counties include all cities therein, except for City of Galveston and City of Houston. Counties will need to meet HUD requirements to develop criteria for distributing funds within the county and jurisdictions therein.

Set asides for the remaining counties are contingent upon identifying eligible housing and non-housing projects which conform to CDBG guidelines. Management of projects in the set aside category may include substantial assistance from third party contractors, H-GAC, ORCA, or TDHCA to ensure appropriate capacity is available to administer funds and manage projects (especially housing). Set asides counties include all jurisdictions therein, and processes for distributing funds must conform to HUD requirements.

Recommended direct allocation and set-asides by jurisdiction:

Entity	Total Amount ($)	Percent to Housing	Housing ($)	Non-Housing ($)
City of Galveston	$ 267,387,056	60%	$ 160,432,233	$ 106,954,822
Rest of Galveston County	$ 165,839,163	60%	$ 99,503,498	$ 66,335,665
Rest of Harris County	$ 140,693,071	40%	$ 56,277,229	$ 84,415,843
City of Houston	$ 109,070,706	80%	$ 87,256,565	$ 21,814,141
Chambers County	$ 69,738,606	30%	$ 20,921,582	$ 48,817,024
Liberty County	$ 21,898,771	60%	$ 13,139,263	$ 8,759,508
Brazoria County	$ 17,409,490	50%	$ 8,704,745	$ 8,704,745
Montgomery County	$ 11,515,395	60%	$ 6,909,237	$ 4,606,158
Matagorda County	$ 5,984,149	20%	$ 1,196,830	$ 4,787,320
Fort Bend County	$ 2,636,844	60%	$ 1,582,107	$ 1,054,738
Walker County	$ 1,555,801	60%	$ 933,481	$ 622,320
Waller County	$ 325,698	60%	$ 195,419	$ 130,279
Austin County	$ 77,508	60%	$ 46,505	$ 31,003
Wharton County	$ 1,233	60%	$ 740	$ 493
Total	**$ 814,133,492**	**56%**	**$ 457,099,432**	**$ 357,034,060**

H-GAC strongly recommends that the State allow flexibility in reallocating funding between entities if local governments are unable to spend the funding in a timely fashion. The flexibility to reallocate between entities is critical if the State intends to assist the region and the citizens of Texas in recovering from Hurricane Ike. Progress in committing funding to housing and non-housing projects should be evaluated on a quarterly basis and funds reallocated if housing programs cannot deliver housing or if non-housing projects cannot be initiated in a timely fashion.

Comments and Questions

The Houston-Galveston Area Council (H-GAC) hosted two public hearings to solicit comments on the method of distribution for Community Development Block Grant (CDBG) disaster recovery funds related to Hurricane Ike and other natural disasters.

Public Hearings were held: **Wednesday, February 11, 2009 at 9:30 a.m. – Noon** at the Showboat Pavilion, **416 6th Street North, City of Texas City** and **Thursday, February 12, 2009 at 1:30 p.m. – 4:00 p.m.** at the H-GAC offices, **3555 Timmons Lane, Houston, Texas 77027, 2nd Floor Conference Room A.**

H-GAC invited the public to attend these meetings and to provide comments to H-GAC. H-GAC accepted written comments **through 12 noon, Monday, February 16, 2009** to:

ikecdbg@h-gac.com ,

by fax to 713-993-4503,

or by mail to: Chuck Wemple, Economic Development Program Manager, Houston-Galveston Area Council, P. O. Box 22777, Houston, Texas 77227. General questions can be communicated via phone at 713-993-2448.

H-GAC will provide for reasonable accommodations for persons attending H-GAC functions. Requests from persons needing special accommodations should be received by H-GAC staff 24 hours prior to a function. The public hearing will be conducted in English and requests for language interpreters or other special communication needs should be made at least two working days prior to a function. Please call 713-993-4557 for assistance.

More information can be found on the H-GAC website at www.h-gac.com under IN THE NEWS.

APPENDIX A

Data Sources

FEMA Housing Task Force Report DR1791 - Hurricane Ike - 01/20/09

Assessments by Damage Category

Jurisdiction	Under $8,000	$8,000 to $15,000	$15,000 to $28,000	Over $28,000	Destroyed (Owner-Occupied)	Destroyed (Rental)	Total
Austin County	55	0	1	0	1	0	57
Brazoria County	10,955	364	122	134	89	37	11,701
Chambers County	2,133	183	163	364	216	123	3,182
City of Galveston	8,358	4,068	3,510	1,073	147	212	17,368
City of Houston	81,392	2,168	729	326	69	148	84,832
Fort Bend County	6,025	84	25	12	12	2	6,160
Liberty County	6,662	243	98	165	134	40	7,342
Matagorda County	170	11	1	1	1	1	185
Montgomery County	7,254	238	118	120	91	38	7,859
Rest of Galveston County	12,934	1,545	1,859	2,073	1,241	717	20,369
Rest of Harris County	27,303	1,207	1,367	627	167	133	30,804
Walker County	837	10	1	8	6	2	864
Waller County	175	6	10	2	0	2	195
Wharton County	3	0	0	0	0	0	3
Total	164,256	10,127	8,004	4,905	2,174	1,455	190,921

Texas Rebounds - Critical Infrastructure Data

County	**$ Infrastructure**
Austin County	$ -
Brazoria County	$ 7,700,000
Chambers County	$ 210,000,000
City of Galveston	$ 550,000,000
City of Houston	$ 104,500,000
Fort Bend County	$ -
Liberty County	$ 13,000,000
Matagorda County	$ 25,500,000
Montgomery County	$ -
Rest of Galveston County	$ 120,200,000
Rest of Harris County	$ 411,600,000
Walker County	$ 2,500,000
Waller County	$ -
Wharton County	$ -
Grand Total	**$ 1,445,000,000**

County-Level* Method of Distribution
Next Steps

- Determine administrative roles for non-housing projects(County, Cities)
- Determine administrative roles for housing program (County, Cities, H-GAC)
- Execute interlocal agreements, as needed
- Create city-level allocations and/or develop objective scoring criteria
- Create County-level scoring committee, if scoring criteria approach selected
- Post public notice and hold public hearing(s) on County-level MOD
- Adopt County-level MOD at Commissioners Court
- Concurrence by 51% of cities, representing 2/3 of population
- Submit County-level MOD to H-GAC by April 29, 2008
- H-GAC submits County-level MOD to ORCA and TDHCA for review and approval
- Receive approval (or revise as required)
- Call for projects
- Select and rank projects

AGENDA ITEM

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM 23B
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted:	**March 31, 2009**	**Submitted By:**	**Marilynn Kindell** MKindell
		Department:	**Community Development**
Court Agenda Date:	**April 7, 2009**	**Phone Number:**	**281-341-4410**

SUMMARY OF ITEM: Take all appropriate action on the following:
Agreement between Fort Bend County and Southeast Texas Housing Finance Corporation in the amount of $203,461.00 for down payment and closing costs assistance. Part of the FY 2008 Consolidated Action Plan approved by Commissioners Court on July 1, 2008.

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO X
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES X NO ☐

List Supporting Documents Attached: Two original agreements

FINANCIAL SUMMARY:

BUDGETED ITEM: YES X NO ☐
FUNDNG SOURCE: Accounting Unit:400643999
Activity (If Applicable) 503-SETHFC –HOME: $200,000.00 - Account: 63850
ADDI: $3,461.00
DESCRIPTION:Home Investment Partnerships Program (HOME)
And American Dream Downpayment Initiative Program (ADDI)

Instructions to submit Agenda Request Form:
- **Completely fill out agenda form: incomplete forms will not be processed.**
- **Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.**
- **All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.**

DISTRIBUTION:
Original Form Submitted with back up to County Judge's Office ☑ **(✓ when completed)**
If by E-Mail to ospindon@co.fort-bend.tx.us **If by Fax to (281) 341-8609**
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☑	Auditor	(281-341-3774)	☑	Comm. Pct. 1	(281-342-0587)
☑	Budget Officer	(281-344-3954)	☑	Comm. Pct. 2	(281-403-8009)
☑	Facilities/Planning	(281-633-7022)	☑	Comm. Pct. 3	(281-242-9060)
☑	Purchasing Agent	(281-341-8642)	☑	Comm. Pct. 4	(281-980-9077)
☑	Information Technology	(281-341-4526)	☑	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

4-17-09 2 origs ret. to Marilynn at Comm Devel

AGREEMENT BETWEEN FORT BEND COUNTY
AND
SOUTHEAST TEXAS HOUSING FINANCE CORPORATION

This Agreement is made and entered into by and between FORT BEND COUNTY, a body politic and corporate under the laws of the State of Texas (hereinafter referred to as the Grantee, and SOUTHEAST TEXAS HOUSING FINANCE CORPORATION, a public body corporate under the laws of the State of Texas (hereinafter referred to as the Subrecipient).

WHEREAS, the Grantee has received grant monies from the United States Department of Housing and Urban Development ("HUD") through the Home Investment Partnerships ("HOME") Program and American Dream Downpayment Initiative (ADDI) Program (M-08-UC-48-0216) with which the Grantee desires to promote activities that expand the supply of affordable housing and the development of partnerships among the Grantee, local governments, local lenders, private industry and neighborhood-based housing nonprofit organizations; and

WHEREAS, the Subrecipient, a nonprofit corporation managed by a volunteer Board of Directors, is working to revitalize neighborhoods throughout the County and increase the number of decent, affordable housing units available to low-income families and individuals; and

WHEREAS, the Grantee and the Subrecipient desire to enter into an agreement whereby the Grantee will grant funds to the Subrecipient for the purpose of providing education and counseling sessions, downpayment assistance and closing costs for the benefit of low-income first-time homebuyers of Fort Bend County, who are eligible under the rules and regulations regarding HOME and ADDI grant funds; in accordance with the terms and conditions described herein; and

WHEREAS, the Grantee has determined that the provision of education and counseling sessions, downpayment assistance and closing costs are needed for low-income residents of Fort Bend County.

NOW, THEREFORE, THIS AGREEMENT FURTHER WITNESSETH:

That the parties covenant and agree as follows:

I.

SCOPE OF SERVICES

The Subrecipient will document that funds for downpayment and closing costs assistance is provided to low-income persons with an annual (gross) income that does not exceed 80 percent of median income for the area and who occupy the property as a principal residence. The median income is determined annually by HUD.

The Subrecipient will provide at least 20 educational sessions, 120 hours of homebuyer counseling sessions and provide up to $10,000 in downpayment and closing costs assistance for a minimum of 20 qualified first-time homebuyers of Fort Bend County.

Levels Of Accomplishments

Activity	Goals
Educational Sessions	20
Counseling	120 hours
Homebuyer Closings	20

Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, agreement suspension or termination procedures will be initiated.

Time Of Performance

Services of the Subrecipient shall start on March 15, 2009 and end February 28, 2010.

Budget And Allocation Of Costs

Category	HOME Funds	ADDI Funds	Subrecipient Match	Total
Waived Lender Fees			10,000.00	10,000.00
Downpayment and Closing Costs Assistance	200,000.00	3,461.00		203,461.00
Mortgage Revenue Bonds			40,000.00	40,000.00
Total	200,000.00	3,461.00	50,000.00	253,461.00

Grantee will provide Subrecipient with HOME and ADDI funds in an amount not to exceed Two Hundred Three Thousand Four Hundred Sixty One and No/100 ($203,461.00), provided that the fees charged by the lender participating in this program are waived and there is sufficient match to leverage the required homebuyer assistance. Such monies will be disbursed by Subrecipient to provide downpayment assistance and closing costs to low-income families. Grantee may replace HOME and ADDI funds with Grantee matching funds as necessary to fulfill HOME Program match requirements.

Subrecipient and Grantee, through its Community Development Department Director, may by prior written agreement mutually agree to re-allocate the funds among the various line

items of the budget or to new line items created in the budget. Grantee shall not be liable for the payment of expenses or costs that are not allowable under the terms of this Agreement.

II.

AFFORDABILITY

Housing assisted with HOME funds must meet the affordability requirements of Sections 92.252 or 92.254 of the HOME Program, as applicable. Failure to meet the affordability requirements for the specified periods will require repayment of HOME funds.

III.

REPAYMENTS

If the Subrecipient receives repayment, interest, or other returns on the investment of HOME funds, these funds must be remitted to the Grantee and the Grantee may retain funds for additional eligible activities.

IV.

UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES

Subrecipient shall comply with Office of Management and Budget Circulars A-110, A-133, and A-122, as applicable. The allowability of costs incurred for performances rendered hereunder by Subrecipient shall be determined in accordance with OMB Circular A-122. Recipients, subrecipients, contractors and/or subcontractors who are governmental entities shall comply with the requirements and standards of OMB Circulars A-87, A-128, and with 24 CFR Part 85.

V.

OTHER PROGRAM REQUIREMENTS

Equal opportunity and fair housing.

(a) Equal opportunity. No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with HOME funds. In addition, HOME funds must be made available in accordance with the following:

(1) The requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1958-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107; and title VI of the Civil

Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR part 1;

(2) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR Part 146, and the prohibitions against discrimination against handicapped individuals under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8;

(3) The requirements of Executive Order 11246 (3 CFR 1964-65, Comp., p.339) (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR chapter 60;

(4) The requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) the purpose of which is to ensure that the employment and other economic opportunities generated by Federal financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very-low-income persons, particularly those who are recipients of government assistance for housing.

(5) The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise). Consistent with HUD's responsibilities under these Orders, each Grantee and Subrecipient must make efforts to encourage the use of minority and women's business enterprises in connection with HOME-funded activities. Subrecipient must prescribe procedures acceptable to Grantee and HUD to establish and oversee a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, including, without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services, in all agreements entered into by the Subrecipient with such persons or entities, public and private, in order to facilitate the activities of the Subrecipient to provide affordable housing authorized under this Act of any other federal housing law applicable to such Grantee and Subrecipient. Section 85.36(e) of this title describes actions to be taken by a Grantee and Subrecipient to assure that minority business enterprises and women business enterprises are used when possible in the procurement of property and services.

(b) Fair housing. In accordance with the certification made with its consolidated plan, each Grantee and Subrecipient must affirmatively further fair housing. Actions described in 570.904(c) of this title will satisfy this requirement.

Environmental review.

(a) General. The environmental effects of each activity carried out with HOME funds must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 (NEPA) and the related authorities listed in HUD's implementing regulations at 24 CFR parts 50 and 58.

(b) Responsibility for review.

(1) The Grantee or insular area must assume responsibility for environmental review, decision-making, and action for each activity that it carries out with HOME funds, in accordance with the requirements imposed on a recipient under 24 CFR part 58. In accordance with 24 CFR part 58, the Grantee or insular area must carry out the environmental review of an activity and obtain approval of its request for release of funds before HOME funds are committed for the activity.

Displacement, relocation, and acquisition.

(a) Minimizing displacement. Consistent with the other goals and objectives of this part, the Grantee and Subrecipient must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a project assisted with HOME funds. To the extent feasible, residential tenants must be provided a reasonable opportunity to lease and occupy a suitable, decent, safe, sanitary, and affordable dwelling unit in the building/complex upon completion of the project.
(HOME monies are used by a first-time homebuyer to purchase and occupy a property, which has been used as rental housing. The tenant must leave to allow occupancy by the new owner. The tenant is considered displaced.).

(b) Temporary relocation. The following policies cover residential tenants who will not be required to move permanently but who must relocate temporarily for the project. Such tenants must be provided:

(1) Reimbursement for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including the costs of moving to and from the temporarily occupied housing and any increase in monthly rent/utility costs.

(2) Appropriate advisory services, including reasonable advance written notice of

(i) The date and approximate duration of the temporary relocation;

(ii) The location of the suitable, decent, safe, and sanitary dwelling to be made available for the temporary period;

(iii) The terms and conditions under which the tenant may lease and occupy a suitable, decent, safe, and sanitary dwelling in the building/complex upon completion of the project; and

(iv) The provisions of paragraph (b)(1) of this section.

(c) Relocation assistance for displaced person.

(1) General. A displaced person must be provided relocation assistance at the levels described in, and in accordance with the requirements of the

Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and 49 CFR part 24.

(2) Displaced Person.

(i) For purpose of paragraph (c) of this section, the term displaced person means a person (family, individual, business, nonprofit organization, or farm, including any corporation, partnership or association) that moves from real property or moves personal priority from real property, permanently, as a direct result of acquisition, rehabilitation, or demolition for a project assisted with HOME funds. This includes any permanent, involuntary move for an assisted project, including any permanent move from the real property that is made:

(A) After notice by the owner to move permanently from the property, if the move occurs on or after:

(1) The date of the submission of an application to the Grantee or HUD, if the applicant has site control and the application is later approved; or

(2) The date the Grantee approves the applicable site, if the applicant does not have site control at the time of the application; or

(B) Before the date described in paragraph (c)(2)(i)(A) of this section, if the Grantee or HUD determines that the displacement resulted directly from acquisition, rehabilitation, or demolition for the project; or

(C) By a tenant-occupant of a dwelling unit, if any one of the following three situations occurs:

(1) The tenant moves after execution of the agreement covering the acquisition, rehabilitation, or demolition and the move occurs before the tenant is provided written notice offering the tenant the opportunity to lease and occupy a suitable, decent, safe, and sanitary dwelling in the same building/complex upon completion of the project under reasonable terms and conditions. Such reasonable terms and conditions must include a term of at least one year at a monthly rent and estimated average monthly utility costs that do not exceed the greater of

(i) The tenant's monthly rent before such agreement and estimated average monthly utility costs; or

(ii) The total tenant payment, as determined under 24 CFR 813.107, if the tenant is low-income, or 30 percent of gross household income, if the tenant is not low-income; or

(2) The tenant is required to relocate temporarily, does not return to the building/complex, and either

(i) The tenant is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation; or

(ii) Other conditions of the temporary relocation are not reasonable; or

(3) The tenant is required to move to another dwelling unit in the same/building/complex but is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move, or other conditions of the move are not reasonable.

(ii) Notwithstanding paragraph (c)(2)(i) of this section, a persons does not qualify as a displaced person if:

(A) The person has been evicted for cause based upon a serious or repeated violation of the terms and conditions of the lease or occupancy agreement, violation of applicable federal, state or local law, or other good cause, and the Grantee determines that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance. The effective date of any termination or refusal to renew must be preceded by at least 30 days advance written notice to the tenant specifying the grounds for the action.

(B) The person moved into the property after the submission of the application but, before signing a lease and commencing occupancy, was provided written notice of the project, its possible impact on the person (e.g., the person may be displaced, temporarily relocated, incur a rent increase), and the fact that the person would not qualify as a "displaced person" (or for any assistance under this section) as a result of the project;

(C) The person is ineligible under 49 CFR 24.2(g)(2); or

(D) HUD determines that the person was not displaced as a direct result of acquisition, rehabilitation, or demolition for the project.

(iii) The Grantee may, at any time, ask HUD to determine whether a displacement is or would be covered by this rule.

(3) Initiation of negotiations. For purposes of determining the formula for computing replacement housing assistance to be provided under paragraph (c) of this section to a tenant displaced from a dwelling as a direct result of

private-owner rehabilitation, demolition or acquisition of the real property, the term initiation of negotiations means the execution of the agreement covering the acquisition, rehabilitation, or demolition.

(d) Optional relocation assistance. The Grantee and Subrecipient may provide relocation payments and other relocation assistance to families, individuals, businesses, nonprofit organizations, and farms displaced by a project assisted with HOME funds where the displacement is not subject to paragraph (c) of this section. The Grantee and Subrecipient may also provide relocation assistance to persons covered under paragraph (c) of this section beyond that required. For any such assistance that is not required by the State or local law, the Grantee must adopt a written policy available to the public that describes the optional relocation assistance that is has elected to furnish and provides for equal relocation assistance within each class of displaced persons.

(e) Residential antidisplacement and relocation assistance plan. Each Grantee shall comply with the Residential Antidisplacement and Relocation Assistance Plan requirements described at 24 CFR 570.606(c), or, in the case of a State-administered HOME Program, the requirements at 24 CFR 570.488(c). These policies require one-for-one replacement of low/moderate-income housing demolished or converted to another use and the provisions of relocation assistance to lower income persons displaced by such conversion or by demolition.

(f) Real property acquisition requirements. The acquisition of real property for a project is subject to the URA and the requirements of 49 CFR part 24, subpart B.

(g) Appeals. A person who disagrees with the Grantee's determination concerning whether the person qualifies as a displaced person, or the amount of the relocation assistance for which the person may be eligible, may file a written appeal of that determination with the Grantee. A low-income person who is dissatisfied with the Grantee's determination on his or her appeal may submit a written request for review of that determination to the HUD Field Office.

(h) Responsibility of Grantee.

(1) The Grantee must certify that it will comply with the URA, the regulations at 49 CFR part 24, and the requirements of this section, and must ensure such compliance notwithstanding any third party's contractual obligation to the Grantee to comply.

(2) The cost of required relocation assistance is an eligible project cost. This cost also may be paid from State or local funds, or funds available from other sources.

Lead-based paint. Housing assisted with HOME funds constitutes HUD-associated housing for the purpose of the Lead-Based Paint Poisoning Prevention Act and is, therefore, subject to 24 CFR part 35. Unless otherwise provided, Grantee and Subrecipient are responsible for testing and abatement activities.

Conflict of Interest.

(a) Applicability.

(1) In the procurement of property and services by Grantees, state recipients, and subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, apply.

(2) In all cases not governed by 24 CFR 85.36 and 24 CFR 84.42, the provisions of this section apply. These cases include the acquisition and disposition of real property and the provision of assistance by the Grantee, by the state recipient, by subrecipients, or to individuals, housing developers, and other private entities under eligible activities which authorize such assistance (e.g., rehabilitation of housing).

(b) Conflicts prohibited. No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME and ADDI funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME assisted activity, or have an interest in any contract, subcontract or contract with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(c) Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, state recipient, or subrecipient, which are receiving HOME and ADDI funds.

(d) Exceptions: Threshold requirements. Upon the written request of the Grantee, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Investment Partnerships Program and the effective and efficient administration of the Grantee's program or project. An exception may be considered only after the Grantee has provided the following:

(1) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

(2) An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

(e) Factors to be considered for exceptions. In determining whether to grant a requested exception after the Grantee has satisfactorily met the requirements of paragraph (d) of this section, HUD will consider the cumulative effect of the following factors, where applicable:

(1) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;

(2) Whether the person affected is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same

interests or benefits as are being made available or provided to the group or class;

(3) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;

(4) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (c) of this section;

(5) Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(6) Any other relevant considerations.

Debarment and suspension. As required by 24 CFR, each Grantee must require participants in lower tier covered transactions to include the certification in appendix B of 24 CFR part 24 (that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from covered transaction) in any proposal submitted in connection with the lower tier transactions. A Grantee may rely on the certification, unless it knows the certification is erroneous. (See Exhibit A.)

Flood Insurance.

(a) Under the Flood Disaster Protection Act of 1973, HOME funds may not be used with respect to the acquisition, new construction, or rehabilitation of project located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:

(1) The community in which the area is situated is participating in the National Flood Insurance Program, or less than a year has passed since FEMA notification regarding such hazards; and

(2) Flood insurance is obtained as a condition of approval of the commitment.

(b) Grantees located in an area identified by FEMA as having special flood hazards are responsible for assuring that flood insurance under the National Flood Insurance Program is obtained and maintained.

Executive Order 12372.

(a) General. Executive Order 12372, as amended by Executive Order 12416 (3 CFR, 1982 Comp., p. 197 and 3 CFR, 1983 Comp., p. 186) (Intergovernmental Review of Federal Programs) and the Department's implementing regulations at 24 CFR Part 52, allow each state to establish its own process for review and comment on proposed Federal financial assistance programs;

(b) Applicability. Executive Order 12372 applies to applications submitted with respect to HOME funds being competitively reallocated under subpart J of this part to units of general local government.

VI.

AFFIRMATIVE MARKETING

The Subrecipient must follow the affirmative marketing procedures and requirements for HOME-assisted housing containing 5 or more housing units as outlined in Exhibit B. The affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market area to the available housing. The Grantee will annually assess the affirmative marketing program to determine the success of affirmative marketing actions and any necessary corrective actions.

VII.

RELIGIOUS ORGANIZATIONS

HOME funds may not be provided to primarily religious organizations, such as churches, for any activity including secular activities. In addition, HOME funds may not be used to rehabilitate or construct housing owned by primarily religious organizations or to assist primarily religious organizations in acquiring housing. However, HOME funds may be used by a secular entity to acquire housing from a primarily religious organization, and a primarily religious entity may transfer title to property to a wholly secular entity and the entity may participate in the ``HOME program in accordance with the requirements of this part. The entity may be an existing or newly established entity, which may be an entity established by the religious organization. The completed housing project must be used exclusively by the owner entity for secular purposes, available to all persons regardless of religion. In particular, there must be no religious or membership criteria for tenants of the property.

VIII.

REQUESTS FOR DISBURSEMENTS OF FUNDS

The Subrecipient may not request disbursement of funds under this Agreement until funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

IX.

REVERSION OF ASSETS

Subrecipient agrees to return to the Grantee any HOME and ADDI funds remaining on hand at the end of the Agreement. Program income, as defined in 24 CFR 88.25, shall be subject to all terms, conditions and requirements of this Agreement so long as program income continues to be generated by activities financed under the terms of this Agreement.

X.

RECORDS AND REPORTS

Subrecipient will submit to Grantee monthly reports of the activities and services undertaken by Subrecipient in performance of this Agreement and monthly statements of Subrecipient's expenditures and fees, where applicable, regardless of the source of such funds, which relate to the Program in any way.

Subrecipient shall submit client data reports to Grantee on a monthly basis. The client data reports will contain eligibility information about the households involved in the program. This information will include family size, income, address, and census tract.

Such reports and statements will be signed by a duly-authorized agent of Subrecipient and will be submitted by the 10th of the month following the month, which is reported.

XI.

ENFORCEMENT OF AGREEMENT

According to 24 CFR 85.43, suspension or termination may occur if the Subrecipient materially fails to comply with any term of this Agreement. Also, according to 24 CFR 85.44, the Grantee may terminate this Agreement for convenience.

XII.

DURATION OF AGREEMENT

Housing assisted with HOME funds must meet the affordability requirements of Sections 92.252 or 92.254 of the HOME program, as applicable. This Agreement is in effect for the period of affordability as based upon 92.252 which includes the following:

(a) Purchase with or without rehabilitation. Housing that is for purchase by a family qualifies as affordable housing only if the housing:

(1) (i) Has an initial purchase price that does not exceed 95% of the median purchase price for the type of single-family housing (1- to 4-family residence, condominium unit, cooperative unit, combination manufactured home and lot, or manufactured home lot) for the jurisdiction as determined by HUD, and which may be appealed in accordance with 24 CFR 203.18b; and

(ii) Has an estimated appraised value at acquisition, if standard, or after any repair needed to meet property standards in 92.251, that does not exceed the limit described in (a)(1)(i) of this section.

(2) Is the principal residence of an owner whose family qualifies as a low-income family at the time of purchase;

(3) Is purchased within 36 months if a lease-purchase agreement in conjunction with a homebuyer program is used to acquire the housing;

(4) Is subject - for minimum periods of: 5 years where the per unit amount of HOME funds provided is less than $15,000; 10 years where the per unit amount of HOME funds provided is $15,000 to $40,000; and 15 years where the per unit amount of HOME funds provided is greater than $40,000 - to resale restrictions or recapture provisions that are established by the Grantee and determined by HUD to be appropriate to either;

(i) Make the housing available for subsequent purchase only to a low-income family that will use the property as its principal residence; and

(A) Provide the owner with a fair return on investment, including any improvements, and

(B) Ensure that the housing will remain affordable, pursuant to deed restrictions, covenants running with the land, or other similar mechanisms to ensure affordability, to a reasonable range of low-income homebuyers. The affordability restrictions must terminate upon occurrence of any of the following termination events: Foreclosure, transfer in lieu of foreclosure or assignment of a FHA insured mortgage to HUD. The Grantee may use purchase options, rights of first refusal or other preemptive rights to purchase the housing before foreclosure to preserve affordably. The affordability restrictions shall be revived according to the original terms, if, during the original affordability period, the owner of record before the termination event, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the project or property; or

(ii) A Grantee may structure the recapture provisions, subject to HUD approval, based on its program design and market conditions.

(A) The following methods of recapture would be acceptable to the Department:

(1) Recapture the entire amount of the HOME investment, except that the HOME investment amount may be reduced prorata based on the time the homeowner has owned and occupied the unit measured against the required affordability period.

XIII.

MONITORING

Not less than annually, Grantee will review the performance of the Subrecipient assisted with HOME and ADDI funds. For multi-family housing, each review will include on-site inspection to determine compliance with housing codes. For rental projects containing 25 HOME-assisted units or less, an on-site review will be made once within each two-year period. The results of each review will be included in the Grantee's performance report and will be made available to the public.

XIV.

RECORDKEEPING

Subrecipient will cooperate fully with Grantee in monitoring the Program. In this regard, Subrecipient agrees to keep records sufficient to document its compliance with all applicable laws, regulations, and agreement terms. In addition, Subrecipient agrees to keep records to fully document all expenditures charged to the HOME Program. The documentation must support the amounts charged to the Program and demonstrate that the expenditures were appropriate to the stated goals of the Program and allowable under applicable federal, state and Grantee guidelines. All records pertaining to this Agreement shall be retained for fifteen (15) years following the date of termination of this Agreement. Subrecipient may destroy Program records at the end of this fifteen (15) year period if no outstanding audit finding exists. Grantee, HUD, and the United States Comptroller General, or their representatives, shall have access to any books, documents, records and papers relating to the operations of Subrecipient under this Agreement for the purpose of audit, examination, exception and transcription at all reasonable hours at all offices of Subrecipient. The Grantee reserves the right to perform an audit of the funds received under this Agreement in order to ensure Subrecipient's compliance with applicable federal regulations.

XV.

REPORTS AND AUDITS

For all agreements in the amount of $25,000 or more, Subrecipient must submit to Grantee an annual audit prepared in accordance with 24 CFR Part 44 generally, with specific reference to OMB Circulars A-110, A-122, A-128, and/or A-133, as appropriate. The audit may cover either Subrecipient's fiscal year during which this Agreement is in force or cover the period of this Agreement. This audit must be prepared by an independent certified public accountant, be completed within twelve (12) months following the end of the period being audited and be submitted to Grantee within thirty (30) days of its completion.

Grantee reserves the right to perform an audit of Subrecipient's program operations and finances at any time during the term of this Agreement, and annually beginning January 1, 1996 through December 31, 1996 to ensure compliance with OMB Circular A-128, and Subrecipient

agrees to allow access to all pertinent materials as described above. If such audit reveals a questioned practice or expenditure, such questions must be resolved within fifteen (15) days after notice to Subrecipient of such questioned practice or expenditure. If questions are not resolved within this period, Grantee reserves the right to withhold further funding under this and/or future agreement(s).

If, as a result of any audit, it is determined that Subrecipient has misused, misapplied, or misappropriated all or any part of the grant funds described herein, Subrecipient agrees to reimburse the Grantee the amount of such monies so misused, misapplied or misappropriated, plus the amount of any sanction, penalty or other charge levied against Grantee because of such misuse, misapplication or misappropriation.

XVI.

CLOSEOUTS

HOME funds from each individual Federal fiscal year (i.e., the allocation and any reallocated funds from the particular federal fiscal year appropriation) will be closed out when all the following criteria have been met:

(1) All funds to be closed out have been drawn and expended for completed project cost, or funds not drawn down and expended have been de-obligated by HUD;

(2) The matching requirements in 92.218 have been met;

(3) Project Completion Reports for all projects using funds to be closed out have been submitted and entered into the C/MI System;

(4) The Grantee has been reviewed and audited and HUD has determined that all requirements, except for affordability, have been met or all monitoring and audit findings have been resolved.

  (i) The Grantee's most recent audit report must be received by HUD. If the audit does not cover all funds to be closed out, the closeout may proceed, provided the Grantee agrees in the Closeout Report that any costs paid with the funds that were not audited must be subject to the Grantee's next single audit and that the Grantee may be required to repay to HUD any disallowed costs based on the results of the audit.

  (ii) The on-site monitoring of the Grantee by the HUD Field Office must include verification of C/MI System data reflected in the Closeout Report and reconciliation of any discrepancies which may exist between C/MI System data and Grantee records.

XVII.

APPLICABLE LAWS

A. Federal

Subrecipient agrees to comply with the following laws and the regulations issued thereunder as they are currently written or are hereafter amended during the performance of this Agreement:

Title VI of Civil Rights Act of 1964 (42 USC 20000d et seq.)
Title VIII of Civil Rights Act of 1968 (42 USC 3601 et seq.)
Executive Orders 11063, 11246, as amended by 11375 and as supplemented by Department of Labor regulations (41 CFR Part 60)
Age Discrimination Act of 1975 (42 USC 6101 et seq.)
Section 504 of the Rehabilitation Act of 1973 (29 USC 794)
Immigration Reform and Control Act of 1986, specifically including the provisions requiring employer verifications of legal worker status of its employees
Housing and Community Development Act of 1987 (Pub. L. 100-242, 101 Stat. 1815, as amended)
The Americans with Disabilities Act of 1990 (42 USC 12101 et seq.)
National Affordable Housing Act (NAHA) of 1990

Subrecipient, in the operation of its program, will also comply with Office of Management and budget Circular A-122 and attachments and revisions thereto, regarding principles for determining costs for HOME-funded programs. Subrecipient further agrees to comply with all applicable laws and regulations concerning lead-based paint, including, but not limited to 24 CFR Sec. 35, as prescribed in Section 92.355, and will require any subcontractors or subsidiaries to likewise comply.

B. Section of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701

As the work performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701, Subrecipient covenants to abide by the requirements of the said Section 3. It requires as follows:``

1. That, to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area; and

2. That, to the greatest extent feasible, agreements for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

Subrecipient will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development, set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. Subrecipient certifies and agrees that it is under no contractual or other disability that would prevent it from complying with these requirements.

Subrecipient agrees that it will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, if any, a notice advising the said labor organization or worker's representatives of

its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

Subrecipient agrees that it will include the said Section 3 clause in every subagreement for work in connection with the project, and will, at the direction of the County, take appropriate action pursuant to the subagreement upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. Subrecipient agrees that it will not subagreement with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subagreement unless the subcontractor has first provided Subrecipient with a preliminary statement of ability to comply with the requirements of these regulations.

Grantee and Subrecipient understand and agree that compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement shall be a condition of the Federal financial assistance provided to the project, binding upon the Grantee and the Subrecipient, and their respective successors, assignees and subcontractors. Failure to fulfill these requirements shall subject Subrecipient and its subcontractors, its successors and assignees, to those sanctions specified by the Grant Agreement through which Federal assistance is provided and to such sanctions as are specified by 24 CFR 135.

C. Clean Air Act; Clean Water Act; Environmental Protection Agency Acts and Regulations

This Agreement is subject to the requirements of Section 306 of the Clean Air Act, as amended (42 USC 1857(h) et seq.), Section 508 of the Clean Water Act (33 USC 1368), Water Pollution Control Act, as amended (33 USC 1251 et seq.), and the regulations of the Environmental Protection Agency with respect thereto at 40 CFR, Part 15, as amended from time to time, and Executive Order 11738 (41 USC 7606 nt.). In compliance with said regulations, Subrecipient agrees, and with respect to any nonexempt transaction, shall require each subcontractor to agree to the following requirements:

1. A stipulation that no facility to be utilized in the performance of nonexempt agreement or subagreement work is included on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20;

2. Compliance with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC 1857c-8), and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1318), relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 380 and all regulations and guidelines issued hereunder;

3. A stipulation that, as a condition for the award of the agreement, prompt notice will be given of any notification received from the Director, Office of Federal Activities, or EPA indicating that a facility utilized or to be utilized for the

agreement is under consideration to be listed on the EPA List of Violating Facilities;

4. Agreement by Subrecipient that it will include, or cause to be included, the criteria and requirements in Paragraphs (a) through (d) of this Section in every nonexempt subagreement, requiring that Subrecipient will take such action as the County may direct as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility that has given rise to a conviction under the Clean Air Act or the Clean Water Act.

D. Other Laws

Subrecipient covenants and agrees that its officers, members, agents, employees, program participants, and subcontractors shall abide by and comply with all other laws, federal, state, and local, relevant to the performance of this Agreement, including all ordinances, rules, and regulations of Fort Bend County and the National Affordable Housing Act of 1990 and all regulations pertaining thereto. Subrecipient further promises and agrees that it has read, and is familiar with, terms and conditions of the HOME Program under which funds are granted and that it will fully comply with same. It is agreed and understood that, if Grantee calls the attention of Subrecipient of any such violations on the part of Subrecipient or any of its officers, members, agents, employees, program participants or subcontractors, then Subrecipient shall immediately desist from and correct such violation.

XIII.

PROHIBITION AGAINST DISCRIMINATION

A. Generally

Subrecipient, in the execution, performance, or attempted performance of this Agreement and agreement, will not discriminate against any person or persons because of sex, race, religion, color or national origin, nor will Subrecipient permit its officers, members, agents, employees, subcontractors or program participants to engage in such discrimination.

B. Employment

During the performance of this Agreement, Subrecipient agrees, and will require all of its subcontractors to agree, as follows:

1. Subrecipient will not unlawfully discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Subrecipient will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race,

color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. Subrecipient, will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. Age

In accordance with the policy of the Executive Branch of the federal government, Subrecipient covenants that neither it, nor any of its officers, members, agents, employees, program participants or subcontractors, while engaged in performing this Agreement, shall, in connection with the employment, advancement or discharge of employees or in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age or because of any handicap, except on the basis of a bona fide occupational qualification, retirement plan or statutory requirement.

Subrecipient further covenants that neither it, nor its officers, members, agents, employees, subcontractors, program participants or persons acting on their behalf, shall specify, in solicitations or advertisements for employees to work on this Agreement, a maximum age limit for such employment unless the specified maximum age limit is based upon a bona fide occupational qualification, retirement plan, or statutory requirement.

D. Disability

In accordance with the provisions of the Americans With Disabilities Act of 1990 ("ADA"), Subrecipient warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to the general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Subrecipient or any of its subcontractors. Subrecipient warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold Grantee harmless against any claims or allegations asserted by third parties or subcontractors against Grantee arising out of Subrecipient's and/or its subcontractors' alleged failure to comply with above-referenced laws concerning disability discrimination in the performance of this Agreement.

XIX.

PROHIBITION AGAINST INTEREST

No member, officer or employee of Grantee or its designees, or agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities, who exercises any functions or responsibilities with respect to the program funded hereunder during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or subagreement, or the proceeds thereof, for work to be performed hereunder. Subrecipient shall incorporate, or cause to be incorporated, like language prohibiting such interest in all agreements and subagreements hereunder.

No officer, employee, member, or program participant of Subrecipient or its subcontractors shall have a financial interest, direct or indirect, in this Agreement or the monies transferred hereunder or be financially interested, directly or indirectly, in the sale to Subrecipient of any land, materials, supplies, or services purchased with any funds transferred hereunder, except on behalf of Subrecipient, as an officer, employee, member, or program participant. Any willful violation of this paragraph with the knowledge, expressed or implied, of Subrecipient or its subcontractors shall render this Agreement voidable by Fort Bend County.

XX.

NON-ASSIGNMENT

Subrecipient will not assign any or all of its rights or responsibilities under this Agreement without the prior written approval of Grantee. Any purported assignment without such approval will be a breach of this Agreement and void in all respects.

XXI.

INDEPENDENT SUBRECIPIENT

Subrecipient shall operate hereunder as an independent Subrecipient and not as an officer, agent, servant or employee of Grantee. Subrecipient shall have exclusive control of, and the exclusive right to control, the details of the work and services performed hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, members, agents, servants, employees, subcontractors, program participants, licenses or invitees. The doctrine of respondent superior shall not apply as between Grantee and Subrecipient, its officers, members, agent, servants, employees, subcontractors, program participants, licenses or invitees, and nothing herein shall be construed as creating a partnership or joint enterprise between Grantee and Subrecipient. It is expressly understood and agreed that no officer, member, agent, employee, subSubrecipient, license or invitee of the Subrecipient, nor any program participant hereunder, is in the paid service of Grantee and that Grantee does not have the legal right to control the details of the tasks performed hereunder by Subrecipient, its officers, members, agents, employees, subcontractors, program participants, licenses or invitees.

Grantee shall in no way, nor under any circumstances, be responsible for any property belonging to Subrecipient, its officers, members, agents, employees, subcontractors, program participants, licenses or invitees, which may be lost, stolen, destroyed or in any way damaged; and Subrecipient hereby indemnifies and holds harmless Grantee and its officers, agents, and employees from and against any and all claims or suits.

XXII.

INDEMNITY; INSURANCE; BOND

Subrecipient covenants and agrees to indemnify, hold harmless and defend, at its own expense, Grantee and its officers, agents, servants, and employees from and against any and all claims or suits for property loss of damage and/or personal injury, including death, to any and all persons of whatsoever kind of character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance or nonperformance of this Agreement and agreement and/or the operations activities and services of the Program described herein, whether or not caused, in whole or in part, by alleged negligence of officers, agents, servants, employees, Subrecipients, or subcontractors of Grantee; and Subrecipient hereby assumes all liability and responsibility of Grantee and its officers, agents, servants, and employees for any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or nonperformance of this Agreement and/or the operations, activities and services of the programs described herein, whether or not caused in whole or in part, by alleged negligence of officers, agents, servants, employees, Subrecipients or subcontractors of Grantee. Subrecipient likewise covenants and agrees to and does hereby indemnify and hold harmless Grantee from and against any and all injury, damage or destruction of property of Grantee, rising out of or in connection with all acts or omissions of Subrecipient, its officers, members, agents, employees, subcontractors, invitees, licensees, or program participants, or caused, in whole or in part, by alleged negligence of officers, agents, servants, employees, Subrecipients, or subcontractors of Grantee.

Prior to commencement of service, the Subrecipient shall furnish the County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. The Subrecipient shall provide certified copies of insurance endorsements and/or policies if requested by the County. The Subrecipient shall maintain such insurance coverage from the time services commence until services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of service.

Commercial General Liability Insurance

Subrecipient shall maintain commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Limit amount will

increase according to amount of contract or risk to the County. Policy shall cover the liability for bodily injury, personal injury and property damage and products/completed operations arising out of the business operations of the policyholder.

Business Automobile Liability Insurance

Subrecipient shall maintain Auto Liability insurance with a combined Bodily Injury/Property Damage limit of not less than $1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

Workers' Compensation Insurance

Subrecipient shall maintain workers' compensation insurance with statutory limits. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

Employers' Liability Insurance

Subrecipient shall maintain employers' liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

All Liability insurance policies shall name the County as an additional insured. Furthermore, the Workers Compensation and Liability Insurance carriers shall grant a waiver of subrogation in the County's favor.

If required coverage is written on a claims-made basis, Subrecipient warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the contract is completed.

XXIII.

WAIVER OF IMMUNITY

If Subrecipient, as a charitable or nonprofit organization, has or claims an immunity or exemption (statutory or otherwise) from and against liability for damages or injury, including death, to persons or property, Subrecipient hereby expressly waives it rights to plead defensively such immunity or exemption as against Grantee. This section shall not be construed to affect a governmental entity's immunities under constitutional, statutory, or common law.

XXIV.

TERMINATION

Grantee may terminate this Agreement whenever such termination is determined to be in the best interest of Grantee, in event of Subrecipient's default, inability, or failure to perform or

to comply with any of the terms herein, or for other good cause. Subrecipient agrees and will require any and all subcontractors to agree that in all documents created or produced by whatsoever entity as part of the performance of this Agreement or any subagreement hereunder, language will be inserted that will provide that any HOME or ADDI funds, program income or assets purchased with same, will revert to Grantee in the event of Subrecipient's or any subSubrecipient's default, inability or failure to perform under this Agreement.

Termination will be effected by written notice to Subrecipient, specifying the portions of the agreement affected and the effective date of termination. Upon Subrecipient's receipt of such termination notice, Subrecipient will:

1. Stop work under the agreement on the date and to the extent specified by the Grantee;

2. Cease expenditures of HOME and ADDI funds, except as necessary for completion of the portions of the agreement not terminated; and

3. Terminate all orders and agreements to the extent that they relate to terminated portions of the agreement.

Subrecipient will return to Grantee any unused monies previously distributed under this Agreement within thirty (30) days of the effective date of agreement termination.

Grantee will have no responsibility or liability for Subrecipient's expenditures or actions occurring after the effective date of agreement termination.

Neither HOME or ADDI funds provided hereunder may be used as collateral for loans to Subrecipient to defray program operation expenses, and any attempted use of HOME or ADDI funds for this purpose will result in termination of this Agreement by Grantee.

XXV.

MISCELLANEOUS PROVISIONS

It is expressly understood and agreed by and between the parties hereto that this Agreement is wholly conditioned upon the actual receipt by Grantee of federal HOME and ADDI funds; that all monies distributed to Subrecipient hereunder shall be exclusively from federal monies received under said grant, not from any monies of Grantee; and that if such funds under said grant are not timely forthcoming, in whole or in part, Grantee may, at its sole discretion, terminate this Agreement and Grantee shall not be liable for payment for any work or service performed by Subrecipient under or in connection with this Agreement.

All terms of this Agreement shall apply to any and all subcontractors of Subrecipient which are in any way paid with HOME or CDBG funds or who perform any work in connection with Subrecipient's program.

The provisions of this Agreement are severable, and, if for any reason a clause, sentence, paragraph, or other part of this Agreement shall be determined to be invalid by a court or federal or state agency, board, or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provisions.

The failure of the grantee to insist upon the performance of any term or provision of this Agreement or to exercise any right herein conferred shall not be construed as a waiver of relinquishment to any extent of the Grantee's right to asset or rely upon any such term or right on any future occasion.

Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance or nonperformance of this Agreement, venue for said action shall lie in Fort Bend County, Texas.

This written instrument and the exhibits attached hereto, which are incorporated by reference and made a part of this Agreement for all purposes, constitute the entire agreement between the parties hereto concerning the work and services to be performed hereunder, and any prior or contemporaneous, oral, or written agreement which purports to vary from the terms hereof shall be void. Any amendments to the terms of this Agreement must be in writing and must be approved by each party to this Agreement.

XXVI.

NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee	Subrecipient
Marilynn Kindell, Director Fort Bend County Community Development Department 4520 Reading Road, Suite A Rosenberg, Texas 77471	Gary Meyer, President Southeast Texas Housing Finance Corp. 11111 South Sam Houston Parkway East Houston, Texas 77089

XXVII.

AMENDMENTS

Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grant governing body. Such amendments shall not invalidate this Agreement, nor relieve or release Grantee or Subrecipient from its obligations under this Agreement.

Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services or schedule of the activities to undertaken as part of this Agreement, such modifications will be effected only by written amendment signed by both Grantee and Subrecipient.

IN WITNESS WHEREOF, this instrument in duplicate originals, has been executed by the parties hereto as follows:

FORT BEND COUNTY

ATTEST:

By _____
ROBERT E. HEBERT 4-7-09
County Judge

Dianne Wilson
County Clerk

SOUTHEAST TEXAS HOUSING
FINANCE CORPORATION

By _____
President of the Board

Secretary

APPROVED AS TO FORM:

_____
ROY L.CORDES, JR.
County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of **$203,461.00** to pay the obligation of Fort Bend County under and within the foregoing agreement.

_____
ED STURDIVANT
County Auditor

ORDER AUTHORIZING EXECUTION OF AGREEMENT BETWEEN FORT BEND COUNTY AND SOUTHEAST TEXAS HOUSING FINANCE CORPORATION

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

On this the 7 day of April, 2009, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Morrison, seconded by Commissioner Patterson, duly put and carried,

IT IS ORDERED that County Judge Robert E. Hebert be, and he is hereby, authorized to execute an Agreement between Fort Bend County and Southeast Texas Housing Finance Corporation, said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.

MK/dw/SETHFC 2008 HOME Contract

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND OTHER RESPONSIBILITY MATTER FOR PRIMARY COVERED TRANSACTIONS

The Southeast Texas Housing Finance Corporation
NAME OF CONTRACTOR

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature of Contractor

3-20-09
Date

EXHIBIT B

Affirmative Fair Housing Marketing Strategy
HOME Investment Partnerships Program
Fort Bend County

This section includes Fort Bend County's statement of policy and procedures to be followed by the County to meet the requirements for affirmative marketing, and establishing and overseeing a minority and woman's business outreach program under 24 CFR 92.350 and 92.351, respectively.

Part A: Affirmative Marketing

The HOME Program guidelines require each participating jurisdiction to adopt marketing procedures and requirements for HOME-assisted housing containing five (5) or more housing units. Affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market area to the available housing. (The affirmative marketing procedures do not apply to families with housing assistance provided by the PHA or families with tenant based rental assistance provided with HOME funds.) The participating jurisdiction must annually assess the affirmative marketing program to determine the success of affirmative marketing actions and any corrective actions.

The affirmative marketing requirements and procedures adopted must include:

(1) Methods for informing the public, owners, and potential tenants about federal fair housing laws and the participating jurisdiction's affirmative marketing policy (e.g., the use of the Equal Housing Opportunity logotype or slogan in press releases and solicitations for owners, and written communication to fair housing and other groups);

(2) Requirements and practices each owner must adhere to in order to carry out the participating jurisdiction's affirmative marketing procedures and requirements (e.g., use of commercial media, use of community contacts, use of the Equal Housing Opportunity logotype or slogan, and display of fair housing poster);

(3) Procedures to be used by owners to inform and solicit applications from persons in the housing market area who are not likely to apply for the housing without special outreach (e.g., use of community organizations, places of worship, employment centers, fair housing groups, or housing counseling agencies);

(4) Records that will be kept describing actions taken by the participating jurisdiction and by owners to affirmatively market units and records to assess the results of these actions; and

(5) A description of how the participating jurisdiction will assess the success of affirmative marketing actions and what corrective actions will be taken where affirmative marketing requirements are not met.

Part B: Affirmative Marketing Policy

This affirmative marketing policy pertains to all housing containing five or more units assisted by the Fort Bend County Community Development Department or the U.S. Department of Housing and Urban Development (HUD). Fort Bend County will annually assess the affirmative marketing program to determine its success and will take any necessary corrective actions. The affirmative marketing requirements and procedures include the following:

(1) Fort Bend County and its subrecipients will use the Equal Housing Opportunity logotype/slogan in all press releases or notices to the public or solicitations pertaining to housing containing five or more units.

(2) Fort Bend County will require owners of HUD-assisted housing containing five or more units to:

(i) use major and community newspapers, community contacts, and the Equal Opportunity logotypes/slogan when advertising vacant housing units;

(ii) perform special outreach to persons in the housing market area who are not likely to apply for the housing without special outreach. Special outreach may include contacting community organizations, places of worship, employment centers, fair housing groups, or housing counseling agencies; and,

(iii) submit copies of all materials used to affirmatively market vacant housing units, records documenting actions taken by the owner to affirmatively market vacant housing, and any other documentation required by Fort Bend County and HUD.

(3) Fort Bend County and its subrecipients will assess their affirmative marketing efforts annually. If affirmative marketing efforts are not successful, the County will determine the corrective actions necessary to meet the affirmative marketing requirements.

EXHIBIT C

Conflict of Interest Disclosure Form
HOME Investment Partnerships Program

The HOME Program regulations at Section 92.356 (f) states that no Subrecipient, developer or sponsor of a project assisted with HOME funds (or officer, employee, agent or consultant of the Subrecipient, developer or sponsor) whether private, for profit or non-profit (including a community housing development organization (CHDO) when acting as an Subrecipient, developer or sponsor) may occupy a HOME-assisted affordable housing unit in a project. This provision does not apply to an Subrecipient-occupant of single-family housing or to an employee or agent of the Subrecipient or developer of a rental housing project who occupies a HOME assisted unit as the project manager or maintenance worker.

Upon written request of a housing Subrecipient or developer, the Grantee may grant an exception to the provisions stated above on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME program and the effective and efficient administration of the Subrecipient's or developer's HOME-assisted project. In determining whether to grant a requested exception, the Grantee shall consider the following factors:

1. Whether the person receiving the benefit is a member of a group or class of low-income persons intended to be beneficiaries of the assisted housing, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

2. Whether the person has withdrawn from his or her function or responsibilities, or the decision-making process with respect to the specific assisted housing in question;

3. Whether the tenant protection requirements of 92.253 are being observed;

4. Whether the affirmative marketing requirements of 92.351 are being observed and followed; and

5. Any other factor relevant to the Grantee's determination, including the timing of the requested exception.

✓ I certify that no conflict of interest exists between Fort Bend County and

The Southeast Texas Housing Finance Corporation
(Name of Organization)

___ I certify that a conflict of interest exists between Fort Bend County and

_____
(Name of Organization)

The nature of the conflict of interest is described below: (Please identify the individual, employment, and the conflict of interest [their affiliation with your organization]).

_____

_____

_____ 3-20-09
Signature of Authorized Agency Official Date

Ron Williams, Secretary/Executive Director
Typed Name and Title

AGENDA ITEM

23C

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted:	**March 31, 2009**	**Submitted By:**	**Marilynn Kindell** MKindell
		Department:	**Community Development**
Court Agenda Date:	**April 7, 2009**	**Phone Number:**	**281-341-4410**

SUMMARY OF ITEM: Take all appropriate action on the following:
Agreement between Fort Bend County and Fort Bend County Fresh Water Supply District No. 1 in the amount of $250,000.00, to install water service lines and make connections to low- and moderate-income owner-occupied housing units within the District boundaries. Part of the FY 2003 Consolidated Action Plan approved by Commissioners Court in 2003.

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO X
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES X NO ☐

FINANCIAL SUMMARY:

BUDGETED ITEM: YES X NO ☐

FUNDNG SOURCE: Accounting Unit:400643999
Activity (If Applicable): 328-FWSD #1 - Account: 63850

DESCRIPTION Community Development Block Grant - CDBG

Instructions to submit Agenda Request Form:

- **Completely fill out agenda form: incomplete forms will not be processed.**
- **Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.**
- **All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.**

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☑ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us **If by Fax to (281) 341-8609**
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☑	Auditor	(281-341-3774)	☑	Comm. Pct. 1	(281-342-0587)
☑	Budget Officer	(281-344-3954)	☑	Comm. Pct. 2	(281-403-8009)
☑	Facilities/Planning	(281-633-7022)	☑	Comm. Pct. 3	(281-242-9060)
☑	Purchasing Agent	(281-341-8642)	☑	Comm. Pct. 4	(281-980-9077)
☑	Information Technology	(281-341-4526)	☑	County Clerk	(281-341-8697)
☐	Other:		☑	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

4-17-09 2 origs. ret. to Marilyn at Comm Devel

AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

This Agreement is by and between Fort Bend County Fresh Water Supply District No. 1, a body corporate and politic and a governmental agency of the State of Texas (hereinafter referred to as District) and Fort Bend County, a body corporate and politic under the laws of the State of Texas (hereinafter referred to as County).

WITNESSETH:

WHEREAS, the County has submitted Community Development Block Grant application to the U. S. Government which has been approved by the U. S. Government through the U. S. Department of Housing and Urban Development:

WHEREAS, the District did agree to cooperate to be included in the grant applications; and,

WHEREAS, included in the approved grant applications for water improvements; for a total cost of $250,000.00, hereinafter referred to as the "Project"; and,

WHEREAS, the County is the grantee named in the grant charged with compliance of the federal laws, rules, and regulations relating to the expenditure of funds received from the U. S. Government pursuant to the approved Community Development Block Grant application; and,

WHEREAS, the District is not familiar with such federal laws, rules, and regulations relating to the expenditure of U. S. Government funds under the Community Development Block Grant application; and,

WHEREAS, the County desires to assure compliance with such laws, rules, and regulations relating to the expenditure of funds under the Community Development Block Grant application; and,

WHEREAS, the County and District mutually agree as to the need to expedite this project as quickly as possible;

NOW, THEREFORE, the County and District do mutually agree as follows:

I.

SCOPE OF AGREEMENT

The County and District agree to construct the Project in accordance with the guidelines, rules, and regulations required by the U. S. Department of Housing and Urban Development (hereinafter referred to as HUD). The District shall install water service lines and make connections to low- and moderate-income owner-occupied housing units within the District boundaries.

II.

DUTIES OF THE COUNTY AND DISTRICT

The District shall be responsible for the administration of the construction contracts, with the County approving the award of the bid. The District shall, at its own expense, furnish the necessary inspection personnel to assure itself of compliance with the Agreement. The County shall periodically inspect the Project during construction. The County shall fund the Project as set forth in this Agreement.

The County shall be responsible for processing the homeowner applications and notifying the District of the homeowners approved for connections.

The District and the County, through its Community Development Department Director, may by prior written agreement mutually agree to re-allocate the funds among the various line items of the budget or to new line items created in the budget.

III.

PROJECT COSTS

For and in consideration of the Project as herein set forth, the County agrees to fund project costs not to exceed the total sum of Two Hundred Fifty Thousand and No/100 Dollars ($250,000.00) as set forth in the Budget for CDBG Funds, which shall be in full and total compensation for payment of all expenses allowed under this Agreement and the Grant Agreement with HUD.

CDBG Budget

House Service Connections	**$250,000.00**
Total CDBG Funds	**$250,000.00**

The County shall not be liable for the payment of expenses or costs which are not allowable under the terms of this Agreement and the Grant Agreement with HUD.

IV.

PAYMENT

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed Two Hundred Fifty Thousand and No/100 Dollars ($250,000.00). District shall submit an invoice upon delivery of the Project. Such invoice shall include any other documentation requested by the County. All invoices shall be approved by the Fort Bend County Community Development Department prior to payment.

V.

SOURCE OF FUNDING

The County has no County funds for the costs of goods and services to be rendered under this Agreement. It is expressly agreed and understood that this Agreement is predicated upon and conditioned on the County receiving funds for the purpose of paying the entire obligation of the County under this Agreement from funds to be received from the U. S. Department of Housing and Urban Development, by virtue of Grant No. B-03-UC-48-0004, entitled Community Development Block Grant. Accordingly, notwithstanding anything herein to the contrary, the maximum liability of the County under the terms and provisions of this Agreement shall not exceed $250,000.00 or the amount actually received by the County from HUD pursuant to the Block Grant.

The District admits knowledge of the fact that the County's obligation hereunder for payment of compensation and costs, if any, is limited to Federal funds received pursuant to the Grant Agreement in connection with the Community Development Block Grant Program of the U. S. Department of Housing and Urban Development, and that, unless and until adequate funds have been received by the County under the Grant Agreement to pay the District's compensation and expense reimbursement, the County shall have no obligation to the District.

VI.

AGREEMENT DOCUMENTS

This Agreement includes the following exhibits and such exhibits are attached hereto and made a part hereof for all purposes:

Exhibit A - CDBG Program Requirements
Exhibit B - Certification for Contracts, Grants,
Loans and Cooperative Agreements

This Agreement and the attached exhibits represent the entire Agreement between the County and the District, and there are no other effective agreements, representations or warranties between the County and the District that are not contained in the Agreement Documents.

VII.

NOTICE

Unless otherwise provided in this Agreement, any notice provided for or permitted to be given must be in writing and delivered in person or by depositing same in the United States mail, postpaid and registered or certified, addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party. Notice deposited in the mail as described above shall be conclusively deemed to be effective, unless otherwise stated in this Agreement from and after the expiration of three (3) days after it is so deposited.

For the purpose of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to the County, then to:

Honorable County Judge and Commissioners Court
Fort Bend County
c/o Community Development Department
4520 Reading Road, Ste. A
Rosenberg, Texas 77471

If to the District, then to:

President and Board of Directors
Fort Bend County Fresh Water Supply District No. 1
c/o Coats Rose
3 Greenway Plaza, Suite 2000
Houston, Texas 77046

Each party shall have the right, from time to time at any time, to change its respective address and each shall have the right to specify as its new address, provided that at least fifteen (15) days written notice is given of such new address to the other party.

VIII.

RIGHTS OF TERMINATION

The District or the County, by and through its Director of the Fort Bend County Community Development Department, may terminate this Agreement without cause at any time by giving thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, this instrument in duplicate originals, has been executed by the parties hereto as follows:

a. It has on the 7 day of April, 2009, been executed by the County Judge of Fort Bend County, on behalf of the County pursuant to an Order of the Commissioners Court of the County so authorizing.

b. It has on the 19th day of January, 2009, been executed by the President and attested to by the District Secretary on behalf of the District pursuant to an Order so authorizing.

FORT BEND COUNTY

ATTEST:

By _____
ROBERT E. HEBERT
County Judge

_____
Dianne Wilson
County Clerk

FORT BEND COUNTY FWSD NO. 1

ATTEST:

By _____
PRESIDENT

_____
District Secretary

APPROVED AS TO FORM:

_____
Roy L. Cordes, Jr.
County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of **$250,000.00** to pay the obligation of Fort Bend County under and within the foregoing Agreement.

_____
ROBERT E. STURDIVANT
County Auditor

ORDER AUTHORIZING AGREEMENT BETWEEN

FORT BEND COUNTY AND THE FORT BEND COUNTY FWSD NO. 2

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

On this the 7 day of April, 2009, at a regular meeting of Commissioners Court sitting as the governing body of Fort Bend County, Texas, upon motion of Commissioner Morrison, seconded by Commissioner Prestage, duly put and carried,

IT IS ORDERED that the Fort Bend County Judge execute the Agreement between Fort Bend County and Fort Bend County Fresh Water Supply District No. 1 for federal funding of a Community Development Block Grant (CDBG) Program for water line connection services, said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.

EXHIBIT A

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM REQUIREMENTS

I.

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and Title 24 Code of Federal Regulations Part 1. In accordance with the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Contractor receives Federal financial assistance. The Contractor will immediately take any measures necessary to comply with Title VI. If any real property or structure is thereon provided or improved with the aid of Federal financial assistance, this clause shall obligate the owner, or in the case of any transfer of such property, any transferee, to comply with the requirements and restrictions contained in this clause for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. The Contractor will further comply with federal regulations, 24 CFR Part 1, which implement the act.

II.

FAIR HOUSING REQUIREMENTS

The Contractor shall comply with the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR Part 100, Part 109, and Part 110. No person in the United States shall, on the basis of race, color, religion, sex, national origin, handicap or familial status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with CDBG funds.

III.

EXECUTIVE ORDER 11063

The Contractor shall comply with Executive Order 11063 as amended by Executive Order 12259 and as contained in 24 CFR Part 107. Contractor will take all action necessary and appropriate to prevent discrimination because of race, color, religion (creed), sex, or national origin, in the sale leasing, rental, or other disposition of residential property and related facilities (including land to be developed for residential use), or in the use or occupancy thereof, if such property and related facilities area, among other things, provided in whole or in part with the aid of loans, advances, grants, or contributions agreed to be made by the Federal Government.

IV.

SECTION 109 OF THE COMMUNITY DEVELOPMENT ACT OF 1974

The Contractor shall comply with Section 109 of the Community Development Act of 1974, in that no person in the United States shall on the ground of race, color, religion, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with CDBG funds.

V.

EXECUTIVE ORDER 11246

The Contractor shall comply with Executive Order 11246, as amended by Executive Order 12086, and the regulations issued pursuant thereto (451 CFR Chapter 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or federally-assisted construction contracts.

Contractor agrees that contractors and subcontractors on Federal or federally-assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training and apprenticeship.

VI.

RELOCATION, ACQUISITION & DISPLACEMENT

The Contractor agrees to comply with 24 CFR 570.606 relating to the acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses, nonprofit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. The Contractor agrees to comply with applicable Grantee Ordinances, Resolutions, and Policies concerning displacement of individuals from their residences.

VII.

SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

The Contractor shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

A. The Contractor shall, to the greatest extent feasible, give opportunities for training and employment to lower-income residents of the County and shall award contracts for work in connection with the Project to business concerns which are located in or owned in substantial part by persons residing in the County.

B. The Contractor shall include the phrase in paragraph A in all contracts for work in connection with this project.

VIII.

LEAD-BASED PAINT

The Contractor agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

IX.

USE OF DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS

The Contractor shall not use assistance to directly or indirectly employ, award contracts to, or otherwise engage the services of, or fund any contractor or subcontractor during any period of debarment, suspension or placement in ineligibility status under provisions of 24 CFR Part 24.

X.

UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPALS

The Contractor and its agencies or instrumentalities, and subrecipients shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110 (implemented at 24 CFR Part 84), A-122, A-133 (implemented at 24 CFR Part 45), and A-128[2](implemented at 24 CFR Part 44) as applicable, as they relate to the acceptance and use of Federal funds under this part. The applicable sections of 24 CFR Parts 84 and 85 are set forth at 570.502.

XI.

CONFLICT OF INTEREST

A. No member of or delegate to the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit direct or indirect which arises from the Agreement.

B. In accordance with 24 CFR Part 570.611, no persons described in paragraph C who exercise or have exercised any functions with respect to CDBG activities or who are in a position to participate in a decision making process or gain inside information with regard to CDBG activities, may obtain a personal or financial interest or benefit from, or have any interest in any contract, subcontract, or agreement or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

C. The requirements of paragraph B apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the County, Contractor, and of any designated public agency, or subrecipient under 24 CFR Section 570.20 which receives funds under the CDBG grant agreement with HUD.

XII.

ELIGIBILITY RESTRICTIONS FOR CERTAIN RESIDENT ALIENS

The Contractor agrees to abide by the provisions of 24 CFR 570.613 with respect to the eligibility restrictions for certain resident aliens. Certain newly legalized aliens, as described in 24 CFR Part 49, are not eligible to apply for benefits under covered activities funded by the programs listed in this part of the regulation. The Grantee shall provide the Contractor with any guidelines necessary for compliance with that portion of the regulation.

XIII.

ARCHITECTURAL BARRIERS ACT AND AMERICANS WITH DISABILITIES ACT

The Contractor agrees to comply with any federal regulations issued pursuant to compliance with the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) which requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with the standards that insure accessibility to, and use by, physically handicapped people. The Contractor also agrees to comply with any federal regulations issued pursuant to compliance with the Americans with Disabilities Act (42 U.S.C. 12131 U.S.C. 155, 201, 218 and 225) which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. The Grantee shall provide the Contractor with any guidelines necessary for compliance with that portion of the regulation in force during the term of this Agreement.

XIV.

MINORITY AND WOMEN'S BUSINESS ENTERPRISES

The Contractor shall comply with Executive Orders 11625, 12432, and 12138. Consistent with HUD's responsibilities under these Orders, the Contractor must make efforts to encourage the use of minority and women's business enterprises in connection with funded activities.

XV.

DISCRIMINATION ON THE BASIS OF AGE OR HANDICAP

The Contractor shall not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 61-1-07) and implementing regulations at 24 CFR part 146. The Contractor shall not discriminate against handicapped individuals under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

XVI.

RECORDS FOR AUDIT PURPOSES

Without limitation to any other provision of this Agreement, the Contractor shall maintain all records concerning the Project that will facilitate an effective audit to determine compliance with program requirements. Records shall be kept for three (3) years from the expiration date of the Agreement. The Contractor will give the County, HUD, and the Comptroller General of the United States, the General Accounting Office or any of their authorized representatives access to and the right to examine, copy or reproduce all records pertaining to the acquisition and construction of the Project and the operation of the Project. The right to access shall continue as long as the records are required to be maintained.

XVII.

DRUG FREE WORKPLACE ACT OF 1988

The Contractor shall comply with the Drug Free Workplace Act of 1988 and certify that it will maintain a drug-free workplace in accordance with the requirements of 24 CFR part 24, subpart F.

EXHIBIT B

Certification for Contracts, Grants, Loans
and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making for entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this 19th date of FEBRUARY, 2009.

By _____
(signature)

John Borden
(typed or printed name)

President Board of Supervisors
(title, if any)

Covered Action: COMMUNITY DEVELOPMENT BLOCK GRANT
(type and identity of program, project or activity)

AGENDA ITEM

23D

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted:	**April 1, 2009**	**Submitted By:**	**Marilynn Kindell** MKindell
		Department:	**Community Development**
Court Agenda Date:	**April 7, 2009**	**Phone Number:**	**281-341-4410**

SUMMARY OF ITEM: Take all appropriate action to authorize County Judge to sign the Neighborhood Stabilization Program's (NSP) Funding Approval and Grant Agreement. Amount: $2,796,177.00

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO X
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES NO X

List Supporting Documents Attached: Three (3) original agreements

FINANCIAL SUMMARY:

COUNTY JUDGE
RECEIVED
APR 01 2009

BUDGETED ITEM: YES X NO ☐
FUNDNG SOURCE: Accounting Unit: TBD

Activity (If Applicable) TBD

DESCRIPTION: Neighborhood Stabilization Program (NSP)

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☐	Auditor	(281-341-3774)	☐	Comm. Pct. 1	(281-342-0587)
☐	Budget Officer	(281-344-3954)	☐	Comm. Pct. 2	(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	☐	Comm. Pct. 3	(281-242-9060)
☐	Purchasing Agent	(281-341-8642)	☐	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☐	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

4-14-09 3 origs. ret. to Marilynn at Comm. Devel.

FUNDING APPROVAL AND GRANT AGREEMENT FOR NEIGHBORHOOD STABILIZATION PROGRAM (NSP) FUNDS AS AUTHORIZED AND APPROPRIATED UNDER THE HOUSING AND ECONOMIC RECOVERY ACT OF 2008 (PUBLIC LAW 110-289, JULY 30, 2008)

NSP GRANTEE: **Fort Bend County**

NSP GRANT NUMBER: **B-08-UN-48-0400**

NSP GRANT AMOUNT: **$2,796,177**

NSP APPROVAL DATE: **March 20, 2009**

This Grant Agreement between the Department of Housing and Urban Development (HUD) and Fort Bend County (Grantee) is made pursuant to the authority of sections 2301 – 2304 of the Housing and Economic Recovery Act of 2008 (Public Law 110-289 (July 30, 2008)) (HERA). The program established pursuant to section 2301-2304 is known as the "Neighborhood Stabilization Program" or "NSP." The Notice of Allocations, Application Procedures, Regulatory Waivers Granted to and Alternative Requirements for Redevelopment of Abandoned and Foreclosed Homes Under the Housing and Economic Recovery Act, 2008 published at 73 FR 58330 (October 6, 2008) (Notice); HERA; the Grantee's submission for NSP assistance (Grantee Submission); the HUD regulations at 24 CFR Part 570 (as modified by the Notice and as now in effect and as may be amended from time to time) (Regulations); and this Funding Approval, including any special conditions, constitute part of the Grant Agreement.

Subject to the provisions of this Grant Agreement, HUD will make NSP Grant Funds in the amount of $2,796,177 available to the Grantee upon execution of this Grant Agreement by the parties. The Grantee shall have 18 months from the date of HUD's execution of this Grant Agreement to obligate the NSP Grant Amount pursuant to the requirements of HERA and the Notice. The Grantee shall have 48 months from the date of HUD's execution of this Grant Agreement to expend the NSP Grant Amount pursuant to the requirements of the Notice. The NSP Grant Funds may be used to pay eligible costs arising from eligible uses incurred after the NSP Approval Date provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-award planning and general administrative costs may not be paid with funding assistance except as permitted in the Notice; the Notice limits such costs to those incurred on or after September 29, 2008. Other pre-award costs may not be paid with funding assistance except as permitted by 24 CFR 570.200(h); for purposes of NSP, such costs are limited to those incurred on or after the date that the NSP substantial amendment was received by HUD.

The Grantee agrees to assume all of the responsibilities for environmental review, decisionmaking, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I of the Housing and Community Development Act, as amended (42 U.S.C. 5304) and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Grant Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

This Grant Agreement may be amended only with the prior written approval of HUD. In considering proposed amendments to this Grant Agreement, HUD shall review, among other things, whether the amendment is otherwise consistent with HERA, the Notice, and the Regulations.

The Grantee may amend its Grantee Submission; however, such amendments, including substantial amendments as defined in 24 CFR Part 91, will be subject to the requirements of 24 CFR Part 91 (or any successor regulation) and any revisions HUD may make to the Notice (or any successor Notice or regulation).

The Grantee shall at all times maintain an up-to-date copy of its Grantee Submission, including all amendments approved by HUD, on its Internet website as required by the Notice. Further, the Grantee shall maintain information on all drawdowns, deposits, and expenditures of grant funds and program income under this Funding Approval and Grant Agreement and any other records required by 24 CFR 570.506, in its files and shall make such information available for audit or inspection by duly authorized representatives of HUD, HUD's Office of the Inspector General, or the Comptroller General of the United States.

The Grantee shall submit information on performance measurement as established by the Secretary for activities undertaken with NSP grant funds.

The Grantee is advised that providing false, fictitious or misleading information with respect to NSP Grant Funds may result in criminal, civil or administrative prosecution under 18 USC §1001, 18 USC §1343, 31 USC §3729, 31 USC §3801 or another applicable statute.

Close-out of this grant shall be subject to the provisions of 24 CFR 570.509 or such close-out instructions as may hereafter be issued by HUD specifically for NSP grants.

This NSP Grant Agreement is binding with respect to HUD in accordance with its terms upon the execution by HUD in the space provided above, subject to execution on behalf of the Grantee.

The United States Department of Housing and Urban Development

Sandra H. Warren
Signature of Authorized Official

Sandra H. Warren
Name of Authorized Official

Director, Community Planning and Development Division
Title of Authorized Official

03/26/09
Date of Signature

The Grantee
Fort Bend County, Texas

Robert E. Hebert
Signature of Authorized Offical

Robert E. Hebert
Name of Authorized Official

County Judge
Title of Authorized Official

4-7-09
Date of Signature

[redacted]
Grantee Tax Identification Number

For HUD CFO Use Only

Current Balances	Increases/Decreases	Ending Balance	Date

AGENDA ITEM
24

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 03-26-09 Submitted By: JOHN HEALEY
Department: 4801 DA

Court Agenda Date: APRIL 7, 2009
Phone Number: 281-341-4473

SUMMARY OF ITEM: REIMBURSE DISTRICT ATTORNEY EMPLOYEE INVESTIGATOR D.L. OGLESBY, FOR COMPUTER CABLES PURCHASED WITHOUT A PURCHASE ORDER FROM FRY'S ELECTRONICS IN THE AMOUNT OF $17.30. ACCOUNTING UNIT 335480104.

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO X☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

List Supporting Documents Attached: SEE ATTACHED

FINANCIAL SUMMARY
BUDGETED ITEM YES X NO____

FUNDING SOURCE: 335480104 – ACCOUNT 65000 AND ACTIVITY (IF APPLICABLE):

JUDGE
RECEIVED
MAR 30 2009

Instructions to submit Agenda Request Form:
- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:
Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

X☐	Auditor	(281-341-3774)	X☐	Comm. Pct. 1	(281-342-0587)
X☐	Budget Officer	(281-344-3954)	X☐	Comm. Pct. 2	(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	X☐	Comm. Pct. 3	(281-242-9060)
☐	Purchasing Agent	(281-341-8642)	X☐	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	X☐	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

Store #: 29 Reg: 27 Thomas, Amanda P.
11565 S.W. Freeway 59 133749
Houston, TX 77031
PHN:(832) 200-3300 FAX:(832) 200-3318

INVOICE#: 3792946
MERCHANT: 172041705994 F3 M2
xxxxxxxxxx[redacted]
OGLESBY/D L
SALE: $17.30 511800 03017142

4013852	SATA2-18 SERIA	1 @	7.99
	SATA2-18 SERIAL ATA II		D1 T
	18" SERIAL ATA II		
	STRAIGHT CAB[redacted]		
	SATA2-18 [redacted]IAL ATA II		
4013852	SATA2-18 [redacted]IA	1 @	7.99
	SATA2-18 [redacted]RIAL ATA II		D1 T
	18" SERIAL ATA II		
	STRAIGHT CABLE		
	SATA2-18 SERIAL ATA II		

SUBTOTAL	15.98
SALES TAX @ 8.25%	1.32
TOTAL DUE	17.30
AMEX CARD xxxxxxxxxxx1004	17.30
TOTAL TENDER	17.30
CHANGE DUE	0.00

ITEM COUNT 2

INV#: 3792946 Sun Mar 22 16:43:59 2009

We Value Your Feedback!
If you have any comments or concerns about your purchase today, please email us at the email address below:
customerrelations@i.frys.com

Please include your name, phone number, email address, Invoice #, the store # and a brief description of your comment or concern and you will be contacted by one of our management team within 24 hours.

THANK YOU FOR CHOOSING FRY'S ELECTRONICS

AGENDA ITEM 25

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: 3/24/09	**Submitted By: Jeff D. Braun**
	Department: Emergency Management
Court Agenda Date: 4/7/09	**Phone Number: 281-342-6185**

SUMMARY OF ITEM: The Public Information Emergency Response (PIER) Center project was a 2007 UASI Grant funded project administered by Fort Bend County wherein the county purchased (30) centers from PIER Systems and coordinated its implementation in training efforts. The PIER Center is a web-based public information system that is critical in disseminating information in emergency situations. A total of (15) jurisdictions applied for ownership of the centers and Assignments were signed through the Commissioners Court on 3/17/09 to complete the transfers. At that time, City of Houston's Assignment was not completed. It has now been received and has been reviewed by the County Attorney's Office and approved to legal form.

RENEWAL AGREEMENT/APPOINTMENT: YES NO X
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES X NO

List Supporting Documents Attached: City of Houston Assignment

FINANCIAL SUMMARY:

COUNTY JUDGE RECEIVED MAR 24 2009

BUDGETED ITEM: YES NO X

FUNDING SOURCE:

REQUIRES AUDITOR TO CERTIFY FUNDS: YES NO X

Instructions to submit Agenda Request Form:

- **Completely fill out agenda form: incomplete forms will not be processed.**
- **Agenda Request Forms may be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed above.**
- **All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.**

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us **If by Fax to (281) 341-8609**
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

✓	Auditor	(281-341-3774)	✓	Comm. Pct. 1	(281-342-0587)
✓	Budget Officer	(281-344-3954)	✓	Comm. Pct. 2	(281-403-8009)
✓	Facilities/Planning	(281-633-7022)	✓	Comm. Pct. 3	(281-242-9060)
✓	Purchasing Agent	(281-341-8642)	✓	Comm. Pct. 4	(281-980-9077)
✓	Information Technology	(281-341-4526)	✓	County Clerk	(281-341-8697)
✓	Other: Jeff Braun (2) OEM File (1)		✓	County Atty.	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Request that the Fort Bend County Commissioner's Court take all appropriate action to approve the PIER Center Assignment between Fort Bend County and the City of Houston and to authorize the County Judge to sign all documents pertaining to this Assignment.

Special Handling Requested (specify): Return signed Assignment to Office of Emergency Management to the attention of Bob Stone.

4-15-09 3 origs. ret. to Bob Stone at Emerg. Manage.

C73268
NCA

ASSIGNMENT

THIS AGREEMENT is made and entered into by and between Fort Bend County (hereinafter "Assignor"), a body corporate and politic under the laws of the State of Texas, and City of Houston, a home rule city of the State of Texas (hereinafter "Assignee").

WITNESSETH

WHEREAS, Assignor and PIER Systems, Inc. executed and accepted that certain PIER Standard Customer Agreement on January 8, 2008, attached hereto as Exhibit A, for a fully paid subscription for an additional 30 PIER Centers (hereinafter "Additional Centers");

WHEREAS, pursuant to Section 14.5 of the PIER Standard Customer Agreement, Assignor is expressly authorized to assign all of its responsibilities related to the Additional Centers to members of the Houston UASI Region as long as such members agree in writing to be bound to all terms of this PIER Standard Customer Agreement;

WHEREAS, Assignee is a member of the Houston UASI Region that desires to obtain a fully paid subscription for seven (7) Additional Center(s); and

WHEREAS, Assignor and Assignee have executed a Governor's Division of Emergency Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement, attached hereto as Exhibit B and incorporated herein by reference for all purposes, for seven (7) Additional Center(s);

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

A. Assignor assigns to Assignee all of Assignor's interest in seven (7) Additional Center(s) identified in the PIER Standard Customer Agreement.

B. Assignor assigns to Assignee all of Assignor's interest in 70 hours of Provisioning Services prepaid by Assignor under Section 5(d) of the PIER Standard Customer Agreement. The prepaid Provisioning Services hours must be used prior to December 31, 2009.

C. Effective the date that this Agreement is countersigned by the City Controller, Assignee assumes all responsibilities under the PIER Standard Customer Agreement related to the seven Additional Center(s) including, but not limited to, payment of any and all Annual Hosting, Upgrade, and Support Services fees; Planning, Provisioning, and Training Service fees; Variable fees; and Professional Service fees related to the seven Additional Center(s). Assignee is not responsible for the one-time, up front payments identified in Sections 5(a) or 5(d) of the PIER Standard Customer Agreement.

Assignee has appropriated no funds to pay Pier the obligations set out above. Any funds appropriated by Assignee will be under its contract with Pier and subject to the Limit of Appropriation therein. The parties acknowledge and agree that this is a complete and total assignment of all responsibilities of Assignor under the PIER Standard Customer Agreement with regards to the

seven Additional Centers and Assignor shall incur no further obligations under the PIER Standard Customer Agreement with regards to the seven Additional Centers.

D. Assignee agrees to be bound by all terms of the PIER Standard Customer Agreement with regards to the seven Additional Center(s) and to the extent permitted by law, shall indemnify, defend and hold Assignor harmless from any loss, attorney's fees, expenses, or claims resulting from Assignee's breach of the terms of the PIER Standard Customer Agreement or the attached Governor's Division of Emergency Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement.

E. Assignee agrees that all written notices, demands, and other papers or documents to be delivered to Assignee under the Assignment and/or the PIER Standard Customer Agreement shall be delivered to Director, Mayor's Office of Public Safety and Homeland Security, 900 Bagby Street, 2nd Floor, Houston, TX 77002, Attention: Cheryl Murray, or such other place or places as Assignee may designate by written notice delivered to PIER Systems, Inc.

F. Assignee acknowledges that Assignor's initial purchase of the seven Additional Centers involved the use of Homeland Security Grant Program funds. As such, Assignee agrees to use the seven (7) Additional Center(s) identified in this Assignment solely to provide law enforcement and emergency response communities with enhanced capabilities for detecting, deterring, disrupting, preventing, and responding to potential threats of manmade, natural disasters and acts of terrorism as described in the federal program guidelines, specifically: planning, equipment, training and exercise needs.

G. Assignee represents and warrants to Assignor that Assignee has the requisite authority to enter into the PIER Standard Customer Agreement, the Governor's Division of Emergency Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement, and Assignment.

H. Assignor and Assignee bind themselves and their successors, executors, administrators and assigns to the other party of this Assignment and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Assignment.

Signatures:

The Parties have executed this Agreement in multiple copies, each of which is an original.

ATTEST/SEAL (if a corporation):
WITNESS (if not a corporation)

By: _____
Name:
Title:

PIER SYSTEMS, INC.

By: _____
Name: Kevin Boxx
Title: Interim CEO
Tax ID No. 91-2050326

CITY OF HOUSTON, TEXAS
Signed By:
Bill White
Mayor Marthal. Stein

ATTEST/SEAL
_____
City Secretary

APPROVED:
_____
Director, Mayor's Office of Public Safety and Homeland Security

APPROVED AS TO FORM:
_____
Assistant City Attorney
L.D. No: 0420800093001

COUNTY OF FORT BEND
Signed By:
_____
County Judge

Date: 4-7-09

ATTEST:
By: _____
Name: Dianne Wilson
Title: County Clerk

ASSIGNEE:

_____
Authorized Agent- Signature

_____
Authorized Agent- Printed Name

_____
Authorized Agent-Title

COUNTERSIGNED BY:
_____
City Controller

DATE COUNTERSIGNED:

3-12-09

EXHIBIT "A"
PIER SYSTEMS, INC.
PIER STANDARD CUSTOMER AGREEMENT

PIER Systems, Inc.
PIER Standard Customer Agreement
(Fully Paid Subscription)

This PIER S Customer Agreement, dated as of _____, 2007, is between PIER Systems, Inc., a Washington corporation ("we," "our" or "Provider"), and the customer who signs this Agreement ("you" or "Customer").

1. Background

Pursuant to the License Agreement between you and PIER Systems (formerly AudienceCentral) dated August 8, 2006 and the License Agreement between you and PIER Systems (formerly AudienceCentral) dated May 8, 2007 (collectively the "Initial Agreements"), PIER granted you a fully paid subscription for a total of five (5) PIER Centers (the "Initial Centers"). This Agreement amends and fully restates the Initial Agreements and shall govern the relationship between the parties as to the Initial Centers.

We will also provide a fully paid subscription for an additional thirty (30) PIER Centers (the "Additional Centers") in accordance with the Terms and Conditions of this Agreement.

2. How This Agreement Works

To initiate Services for the Additional Centers, you must execute this Agreement. The cover page of this Agreement describes the Services you have ordered, and we have agreed to provide. You may request additional Services by executing a Services Order, which will become effective when we execute it. When you execute this Agreement or a Services Order, you are agreeing to be bound by the terms set forth below and in the Services Order and the PIER General Terms, a copy of which is attached or has otherwise been provided to you. The PIER General Terms incorporate our Hosting, Upgrade and Support Terms. The documents described above and referred to in the PIER General Terms are collectively referred to as this "Agreement." Capitalized terms used in this Agreement are defined in the PIER General Terms.

3. **Description of Services.** We will provide the following Services to you.

(a) Use of the PIER Standard System for up to 35 PIER Center(s);

(b) Hosting, Upgrade and Support Services as described in the Hosting, Upgrade and Support Terms (Exhibit C); and

(c) Planning, Provisioning, and Training Services as described in the Planning, Provisioning and Training Terms (Exhibit D).

4. Duration of the Subscription

Upon payment of the subscription fee, you will have a fully paid, lifetime subscription to use the PIER Standard System. However, you will still be required to purchase Hosting, Upgrade and Support Services.

5. **Fees.** You will pay the following fees for the Services described above:

(a) One-time, upfront payment in the amount of $397,200.00 for the Additional Centers invoiced on the date of final execution of this Agreement. Customer shall pay such invoice within thirty (30) days of receipt.

(b) Annual Hosting, Upgrade and Support Services fees in an amount not to exceed $36,000.00 ($1,200.00 per center per year) for the Additional Centers. We will invoice you for the number of Additional Centers requested on the date the Additional Centers are requested. Customer shall pay such invoice within thirty

(30) days of receipt. Annual Hosting, Upgrade and Support Services fees for year two and beyond will be paid by participating agencies as identified in Service Orders.

(c) Prorated Annual Hosting, Upgrade and Support Service fees in the amount of $500.00 (5 months at $1,200.00 per center per year) for the Initial Center originally subject to the August 8, 2007 Initial Agreement and $3,200.00 (8 months at $1,200.00 per center per year) for the four (4) Initial Centers originally subject to the May 8, 2007 Initial Agreement invoiced on the date of final execution of this Agreement. Customer shall pay such invoice within thirty (30) days of receipt. The remaining Hosting, Upgrade and Support Service fees for the Initial Centers have been paid under the Initial Agreements.

(d) Planning, Provisioning, and Training Services in the amount of $104,400 will be invoiced on the date of final execution of this Agreement. Customer shall pay such invoice within thirty (30) days of receipt.

(e) Variable fees (based on your use) for phone calls, faxes, excess bandwidth and similar items per the Fee Schedule (Exhibit B)

(f) Professional services (based on your use) fees per the rates set forth in the Fee Schedule (Exhibit B).

(g) The variable fees and professional services fees identified in sections 5(e) and 5(f) shall not exceed $45,000.00.

Prior to the execution of this Agreement, Provider has been advised by Customer, and clearly understands and agrees, such understanding and agreement being the absolute essence of this Agreement, that Customer shall have available the total maximum of **$586,300.00** specifically allocated to fully discharge any and all liabilities which may be incurred by Customer, irrespective of the nature thereof, and notwithstanding any word, statement, or thing contained or inferred from the provisions of this Agreement which may in any light by any person be interpreted to the contrary.

CUSTOMER:

Fort Bend County

By: _____

Name: Robert Hebert

Title: County Judge

Address: _____

Fax: _____

PROVIDER:

PIER Systems, Inc.

By: _____

Name: Gerald Baron

Title: CEO

Address: 1319 Cornwall Avenue, Ste 200
Bellingham, WA 98225

Fax: (360) 647-5351

ATTEST: _____

Dianne Wilson, County Clerk

1-8-08

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of **$586,300.00** to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert Edward Sturdivant, County Auditor

PIER Systems, Inc.
PIER GENERAL TERMS

These PIER General Terms are incorporated into and constitute a material part of the PIER Customer Agreement between PIER Systems, Inc. ("we," "our" or "Provider") and the customer identified on the cover page of this Agreement ("you" or "Customer").

Section 1. Definitions

"Acceptable Use Policy" means the Acceptable Use Policy attached as **Exhibit A**, which we may revise as provided in Section 2.4.

"Confidential Information" means any nonpublic information, whether of a technical, business or other nature that (a) is disclosed to or otherwise received by the other party in connection with this Agreement, and (b) the recipient knows or has reason to know is confidential or proprietary information of the other party or a third party. Confidential Information does not include any information that (i) was known to the recipient before receiving the same from the discloser; (ii) is independently developed by the recipient without reliance on any Confidential Information of the discloser; (iii) is acquired by the recipient from another source without restriction as to use or disclosure; or (iv) is or becomes generally known to the public through no fault or action of the recipient.

"Content" means data, information, images, text, graphics, video or other content.

"Customer Content" means Content that you upload to the PIER Standard System or furnish to us for use in connection with this Agreement.

"Documentation" means all user guides, operating instructions and other documentation we provide to you for the PIER Standard System.

"Fee Schedule" means the fee schedule attached as **Exhibit B**, which we may revise as provided in Section 5.1.

"Hosting, Upgrade and Support Services" means the hosting, upgrade and support Services we provide to you in accordance with the Hosting, Upgrade and Support Terms.

"Hosting, Upgrade and Support Terms" means the Hosting, Upgrade and Support Terms attached as **Exhibit C**.

"Launch Date" means the date we provide or provided the access codes that enable you to access the PIER Standard System.

"PIER Center" means a single dashboard and management interface for all communications including content creation and distribution, contacts and inquiries, controlling a single website (internal or external).

"PIER Standard System" means our hosted proprietary web-based application for managing communications as further described in attached **Exhibit E**.

"Planning, Provisioning and Training Services" means the services described in attached **Exhibit D**.

"Proprietary Rights" means patents, copyrights, trademarks, trade secrets or other intellectual property rights.

"Service Period" means the time period during which we are obligated to host, upgrade and support the PIER Standard System under this Agreement as specified on the cover page of this Agreement.

"Services" means the services we provide under this Agreement, which may include development, hosting, planning, provisioning, implementation, support, training and professional services.

"Services Order" means an order for additional Services in the form provided by us. A Services Order is not effective until signed by both parties.

Section 2. Our Obligations

2.1 We will host and support the PIER Standard System for the number of PIER Centers for which you have paid applicable fees. Our specific hosting and support obligations are described in the Hosting, Upgrade and Support Terms.

2.2 Beginning on the Launch Date and during the rest of the Service Period, we will allow you and your authorized users to use the PIER Standard System for the number of PIER Centers for which you have paid applicable fees.

2.3 We will use best commercially reasonable efforts to provide the Services in a timely and professional manner and to achieve the service levels set forth in the Hosting, Upgrade and Support Terms.

2.4 We will notify you in writing or by email of any changes to the Acceptable Use Policy. We may change the Acceptable Use Policy to meet legal requirements or requirements of our third-party service providers.

2.5 We will promptly respond to your questions or concerns about the Services.

Section 3. Your Obligations

3.1 You will access and use the PIER Standard System in accordance with the Documentation. You will not use the PIER Standard System to provide services to third parties other than to your clients in the ordinary course of your business.

3.2 You will provide all equipment, software, networks, internet access and other items necessary to access the PIER Standard System. Such items must meet the requirements in attached **Exhibit F**. We may change the requirements in attached Exhibit F to keep up with standard levels of a web-based technology. We will notify of any changes by email.

3.3 You will be responsible for your users' compliance with this Agreement, including the Acceptable Use Policy. We may restrict or deny access to any user who violates this Agreement, engages in any activity detrimental to us or our service providers, or uses the PIER Standard System in violation of applicable laws.

3.4 You will be responsible for the security of passwords and access codes we issue to you and any activities that occur under such passwords and access codes. You will immediately notify us of any unauthorized use or disclosure of such passwords or access codes.

3.5 You are responsible for the accuracy of the Customer Content and ensuring that the Customer Content does not infringe or violate any Proprietary Rights. We will have the right, but not the obligation, to remove any Customer Content that we believe violates any applicable law or the rights of others.

Section 4. Changes

4.1 You may request additional Services or PIER Centers by submitting a signed Services Order. If we agree to provide such Services or PIER Centers, we will sign the Services Order and return a copy to you. The Services Order will become part of this Agreement when we sign it. The fees for such additional Services or PIER Centers will be set forth in the Services Order.

4.2 We may change the PIER Standard System from time to time provided that our changes do not significantly diminish any features or functions of the PIER Standard System.

Section 5. Fees

5.1 You will pay the fees specified on the cover page of this Agreement and in any Services Orders. We may increase the fee for Hosting, Upgrade and Support Services upon 30 days' notice by e-mail to site administrator, which increase will become effective at the time of renewal. Hosting, Upgrade and Support Services fees shall not increase more than 5% per year. For any other Services, we may increase our fees upon 30 days' notice by e-mail to site administrator.

5.2 You will reimburse us for all reasonable travel and other out-of-pocket expenses we incur in the performance of the Services in accordance with the Travel Reimbursement Requirements for Fort Bend County Vendors.

5.3 We will invoice you according to the schedule on the cover page of this Agreement or in a Services Order. If no schedule is specified for a particular Service, then we will invoice you on a monthly basis for Services performed in the prior month. Unless otherwise specified on the cover page of this Agreement or in a Services Order, each invoice will be due within 30 days after receipt.

5.4 If you fail to pay any invoice when due, the past due amount will bear interest at 1.5% per month or the maximum rate permitted by applicable usury law, whichever is less, computed and compounded daily from the date due until the date paid.

5.5 The fees do not include any sales, use or similar taxes or other charges assessed or imposed by any governmental authority. Customer is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.

5.6 If you fail to pay any amount when due, we may suspend the performance of any Services and/or restrict access to the PIER Standard System.

5.7 We have the right to assess a 3% processing fee on any payment made pursuant to credit card.

Section 6. Proprietary Rights

6.1 We retain ownership of all right, title and interest (including all Proprietary Rights) in the PIER Standard System, excluding the Customer Content. We will also own all software and other technology we develop under this Agreement.

6.2 You will not authorize or encourage anyone to (a) reverse engineer, decompile or disassemble any source code or otherwise attempt to discover any source code or trade secrets related to the PIER Standard System; (b) modify or create derivative works based on the PIER Standard System; or (c) access or use the PIER Standard System except as expressly permitted hereunder.

6.3 You will not use any of our trademarks without our prior written approval. If we approve, you will use our trademarks solely to identify yourself as a user of the PIER Standard System and in accordance with our trademark use guidelines. We may terminate your right to use any trademark if you violate this Agreement or your use is detrimental to us.

6.4 You retain ownership of all right, title and interest in the Customer Content. You grant us a license to use, display, publish, transmit and otherwise use the Customer Content to perform our obligations under this Agreement.

Section 7. Confidential Information

The recipient will protect the Confidential Information of the discloser against any unauthorized use or disclosure to the same extent that the recipient protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but will not use less than reasonable efforts. The recipient will use Confidential Information of the discloser solely for the purposes for which it is provided by the discloser. The parties agree that this Section 7 will not prohibit (a) any use or disclosure that is necessary for the recipient's performance of its obligations under this Agreement; (b) any use or disclosure required by applicable law; provided, that the recipient uses reasonable efforts to give the discloser reasonable advance notice thereof; or (c) any use or disclosure made with the prior written consent of the discloser.

Section 8. Term and Termination

8.1 The term of this Agreement begins on the date of this Agreement and continues for the Service Period unless sooner terminated as provided below. At the end of the initial Service Period, this Agreement will automatically renew for successive one-year periods unless a party gives

the other notice of nonrenewal at least 30 days before the end of the then-current Service Period.

8.2 You may terminate this Agreement by giving us at least 60 days' prior written notice of termination. If you terminate this Agreement under this Section 8.2, we will refund you the unused portion of Hosting, Upgrade and Support Service fees or Planning, Provisioning or Training fees paid hereunder.

8.3 Beginning 36 months after the Launch Date, we may terminate this Agreement upon at least 60 days' notice. If we terminate this Agreement under this Section 8.3, we will refund you the unused portion of any fees paid hereunder.

8.4 Either party may terminate this Agreement upon notice if the other party breaches this Agreement and fails to cure the breach within 30 days after receipt of notice of the breach.

8.5 Upon termination of this Agreement you will no longer have access to the PIER Standard System, we will have no obligation to provide any further Services, and each party will return to the other all Confidential Information of the other party in its control or possession.

8.6 Upon termination of this Agreement we will destroy or erase all Customer Content unless you sign and submit a Services Order for archival Services within 10 days after the effective date of termination. If you submit such a Services Order, we will archive your PIER Center for the period specified in the Services Order; provided, that you timely pay us for such Services.

Section 9. Insurance

9.1 Provider shall obtain and maintain, throughout the term of this Agreement, insurance of the types and in the minimum amounts set forth below. Provider shall furnish certificates of insurance to Customer evidencing compliance with the insurance requirements hereof. Certificates shall indicate Provider's name, name of insurance company, policy number, term of coverage and limits of coverage. Provider shall cause its insurance companies to provide Customer with at least thirty (30) days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. Provider shall obtain such insurance from such companies having a Bests rating of A-/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

9.1.1 Workers' Compensation insurance in accordance with the laws of the State of Texas.

9.1.2 Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

$2,000,000 annual aggregate limit
$1,000,000 each occurrence, combined single limit

9.1.3 Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

9.1.4 Employers' Liability insurance with limits not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

9.1.5 Excluding Workers' Compensation coverage, County and the County Commissioners shall be named as additional insureds to all coverages required above. All policies written on behalf of Provider shall contain a waiver of subrogation in favor of County and the County Commissioners.

Section 10. Indemnity

PROVIDER SHALL SAVE HARMLESS CUSTOMER FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM ACTIVITIES OF PROVIDER, ITS AGENTS, SERVANTS, OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMMISSION OF THE PROVIDER OR ANY OF PROVIDER'S AGENTS, SERVANTS, OR EMPLOYEES.

Section 11. Warranty and Disclaimer

11.1 We warrant to you that the PIER Standard System will operate substantially in accordance with the Documentation for a period of ninety (90) days after the Launch Date. We will use best commercially reasonable efforts to correct the PIER Standard System if it fails to conform to our warranty if you give us written notice of any noncompliance within the warranty period. If we cannot correct the PIER Standard System within 30 days of the date of your notice, you will have the right to terminate this Agreement and receive a refund of all amounts you have paid. These are your sole remedies for breach of warranty.

11.2 EXCEPT FOR THE WARRANTY STATED IN SECTION 11.1, WE DO NOT MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY ERROR, DEFECT, DEFICIENCY OR NONCOMPLIANCE IN THE PIER STANDARD SYSTEM, THE SERVICES OR OTHER ITEMS FURNISHED BY OR ON BEHALF OF US UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE). WE DO NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE, ALWAYS AVAILABLE, MEET YOUR REQUIREMENTS OR BE COMPLETELY SECURE.

11.3 Our warranty in Section 11.1 does not apply to any failure resulting from misuse of the PIER Standard System.

Section 12. Intellectual Property Infringement

If a third party sues you claiming that your use of the PIER Standard System infringes a United States patent, copyright, trademark or other intellectual property right, we will defend you from the claim and pay any damages award imposed on you or any settlement amount we agree to as a result of the claim. We may modify the infringing or allegedly infringing components of the PIER Standard System so that it is noninfringing. We will have no obligation under this Section 12 to the extent the claim arises out of the Customer Content or any misuse of the PIER Standard System. In order to obtain the benefit of this Section 12, you must (a) give us prompt written notice of the claim; (b) permit us to control the defense and settlement of the claim; and (c) cooperate with us (at our expense) in the defense and settlement of the claim.

Section 13. Limitations on Provider's Liability

13.1 WE WILL NOT BE LIABLE TO YOU, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT NECESSARILY LIMITED TO, LOSS OF PROFIT, REVENUE OR USE) ARISING OUT OF ANY PERFORMANCE, NONPERFORMANCE OR BREACH UNDER THIS AGREEMENT, OR THE USE OF OR INABILITY TO USE THE PIER STANDARD SYSTEM OR ANY SERVICES.

13.2 OUR LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED, IN THE AGGREGATE, THE FEES ACTUALLY PAID BY YOU TO US UNDER THIS AGREEMENT.

13.3 We will not be liable for any delay or failure as a result of any cause beyond our reasonable control, including, without limitation, fire, explosion, earthquake, storm, flood, wind or the elements; court order; act or delay or failure to act by any civil, military or other governmental authority; riot, insurrection, sabotage or war; unavailability of required equipment, supplies, goods, utilities, services or items to be provided by any third party; or any act, delay or failure to act by you or any third party.

Section 14. Miscellaneous

14.1 Each party will comply with all applicable laws, rules, regulations, orders and other requirements, now or hereafter in effect, of governmental authorities having jurisdiction in connection with its activities under this Agreement.

14.2 Each party is an independent contractor and not a partner or agent of the other. We are in the business of developing and hosting applications for others, and we will have the right to provide to third parties services that are the same or similar to the Services.

14.3 Unless otherwise set forth in the Agreement, any notices permitted or required under this Agreement will be in writing and given in person or by courier, mailed by registered mail (return receipt requested and postage prepaid), or transmitted by facsimile (with confirmation) at the respective address or facsimile number on the cover page of this Agreement (or a substituted address or facsimile number a party may inform the other of by notice hereunder). Notice will be deemed effective upon the earlier of (a) actual delivery to the party; (b) five days after the date the notice was postmarked within the United States; or (c) receipt by facsimile transmission with confirmation. All notices given by facsimile will be immediately followed by delivery in person or mailed by first-class mail.

14.4 If any provision of this Agreement is held by a court to be illegal, invalid or unenforceable, the rest of this Agreement will be legal, valid and enforceable to the fullest extent possible.

14.5 Neither party may assign its interests in this Agreement without the prior written consent of the other. We expressly consent to the assignment of all responsibilities related to the Additional Centers to members of the Houston UASI Region (the "Members") as long as such Members agree in writing to be bound to all terms of this Agreement (except for financial obligations not related to the Additional Centers) and we are provided a copy of such agreement to be bound along with all reasonably necessary contact information for such Member. No assignment to a Member shall be effective until we receive the written agreement to be bound and the contact information.

14.6 This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

14.7 This Agreement (including the attached or referenced Exhibits) constitutes the entire agreement, and supersedes any and all prior agreements, between us and you with respect to the subject matter hereof. No amendment, modification or waiver of any provision of this Agreement will be valid unless set forth in a written instrument signed by the party to be bound thereby.

EXHIBIT A

Acceptable Use Policy

The Services may only be used for lawful purposes. You agree to comply with this Acceptable Use Policy ("AUP") and all applicable laws and regulations. Uses of the Services in violation of this AUP or any applicable law or regulation are prohibited and shall constitute a material breach of the Agreement and may result in termination of the Agreement and your right to use the Services.

1. Improper uses of the Services include, but are not limited to:

    a. Attempting to accomplish any unlawful purpose, including but not limited to storing, sending, or disseminating any material by uploading, posting, email or other means ("Transmission") that is in violation of any local, state, or federal law or regulation, that is libelous, obscene, threatening, defamatory, which infringes upon the intellectual property rights of another, or which constitutes or encourages conduct constituting a criminal offense or gives rise to civil liability;

    b. Transmission of any material which a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, or otherwise inappropriate, whether or not Transmission of the material is unlawful;

    c. Transmission of any material that you do not have a right to make available under any law or under any contractual or fiduciary relationship (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non disclosure agreements);

    d. Transmission of any material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

    e. Transmission of any material that contains software viruses or any computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or which impedes others' ability to use the Services;

    f. Impersonating any person or entity, or falsely stating or otherwise misrepresenting your affiliation with a person or entity, and/or forging headers or otherwise manipulating identifiers in order to disguise the origin of any material transmitted through the Services;

    g. Transmission of unsolicited commercial email or the collection of responses from unsolicited messages;

    h. Transmission of chain letters;

    i. Attempting to probe, scan or test the vulnerability of a system or network in any form;

    j. Using any method to breach security or authentication measures;

    k. Engaging in hacking, denial of service attacks, malicious or destructive behavior in any form.

2. We shall have the right, but not the duty, to deny or disable any PIER Center, which in our discretion, is found to contain pornographic or obscene material or material that violates the terms of this AUP.

EXHIBIT B

Fee Schedule

The following fees are rates for additional services you may request above and beyond what is stated in this agreement, and fees for services that are based on your usage throughout the term of this agreement, e.g. SMS Text Messaging, or phone notifications.

PIER SYSTEMS, INC. SERVICES

Planning and Client Consultation:	$250/hour
Provisioning services:	$150/hour
Telephone training:	$150/hour
On-location group training:	$200/hour
JIC training:	$200/hour
Drill or Exercise attendance:	$200/hour
Custom Programming:	$250/hour

USAGE FEES

Fax Messages:	$0.12 per minute for faxes distributed through the PIER Standard System.
Phone:	$0.35 per minute for phone calls made through the PIER Standard System.
SMS Text Messaging:	$0.03 each for SMS text messaging made through the PIER Standard System.
Archiving and Reactivating:	$975 per PIER Center with an annual storage fee of $250.
Reactivating PIER Center:	$1,500 per PIER Center (includes 2 weeks of access and subsequent re-archiving.
Additional Data Transfers:	$6.00 per GB per PIER Center

EXHIBIT C

Hosting, Upgrade and Support Terms

A. HOSTING

We will host operation of PIER on servers allowing a data transfer capability of 100 Mbps. Every PIER Center visitor request entails a transfer of data over the internet. All data transfer incurs a fee for bandwidth usage. As part of the annual hosting fee, we provide the following specific bandwidth allowances for your data transfer.

Baseline Data Transfer:	20 GB data transfer per month.
Incident Reserve Allowance:	200 GB data transfer per calendar year in reserve to cover incident use. Pro-rated first year of contract, refreshed on January 1 of subsequent calendar years.

We will assess a fee to you for data transfer beyond the baseline or incident allowances at $6.00 per GB per PIER Center, or at the current published rate.

For each hour of downtime in excess of one (1) hour, and as the sole and exclusive remedy for such incidents, we will credit you one day's hosting fee. For purposes of this Agreement, "downtime" means any programming, equipment or network event resulting in an outage during which you cannot pass traffic through a PIER Center for a period in excess of thirty (30) minutes.

Definitions:

1. Baseline Date Transfer: Amount of data that can be transferred per month without additional data transfer fees.
2. Additional Data Transfer: Data transfer beyond baseline or incident allowances will be charged per GB per PIER Center at the rate specified in Exhibit C, or the current published rate.

B. UPGRADES

We will continue to make upgrades to the PIER Standard System and will notify your designated PIER site administrator in advance of all upgrade-related outages.

C. SUPPORT

In the event that we discover or are notified by you that you are experiencing a problem with the performance of the hosting capacity or the PIER Standard System, we will take all actions necessary to determine the source of the performance problem and to effect repairs. We will be available 24/7/365 for notification from you of performance problems. As soon as reasonably possible in the event of downtime or a performance problem (and no later than two (2) hours after its awareness of the event), we will notify by phone, pager or e-mail the designated PIER site administrator, but will not be required to notify anyone other than the designated PIER site administrator. At the time of notification, we will provide a best estimate of time needed to effect repairs. Upon execution of this Agreement, you will advise us in writing of the name and contact information for the PIER site administrator and will notify us of any changes to the PIER site administrator in writing.

EXHIBIT D

Planning, Provisioning and Training

A. Description

Planning: We will meet with you to determine initial application of the PIER Standard System, determine who is your project lead and gather specific information that will impact the implementation of the PIER Standard System functionality. Also, we will determine initial implementation objectives, time lines and accountability.

Provisioning: Preparation of the PIER Standard System for use. From objectives and definitions set during the planning process, the actual PIER Standard System is structured and populated to accommodate determined use. This process includes document structure, template creation and approval lists, database structure, inquiry categories, homepage design/build and adding identified users.

Training: We work with your key contacts to plan the training experience. By working closely with your project lead, building the initial PIER Standard System application with him or her and identifying users and their roles, we can create a training plan tailored to your users and uses. Training can be offered in a large group setting, in small groups or 1:1.

Ongoing Support: We budget 6 hours per year for ongoing telephone support, and track it to determine if you evidence a need for additional training. Other support services we can offer range from policy and site reviews to contact database generation, custom homepage design, exercise support and event support.

B. Fees

We have agreed to provide you initial planning, provisioning and training services at a price of $104,400. All initial planning, provisioning and training services will be charged against this amount at the rates set forth in Exhibit B. Any travel expenses will be charged against this amount in accordance with the Travel Reimbursement Requirements for Fort Bend County Vendors.

We will meet with you to allocate this resource between PIER Centers for the following:

a. Planning and Provisioning:

   i. initial planning with you to determine site use strategy and implementation process

   ii. initial center launch and set up, to include center design and structure, overall document and file population and

   iii. assistance with the initial load of your data, which you shall provide in the electronic form as specified by us.

b. Training:

   i. Instruction on day-to-day use and preparation for PIER center use.

c. Additional Planning, Provisioning and Training Fees: Planning, provisioning and training services provided beyond the hours itemized above will be provided pursuant to a Services Order and billed at rates determined from the rate schedule attached as Exhibit B.

EXHIBIT E

Description of PIER Standard System

Public Information and Emergency Response (PIER) integrates communication functions, including hosted and branded web sites for PIER users. PIER stores text documents and multimedia files for use in posting and distribution to predefined contacts on the system. Subject to the terms of this Agreement, PIER users are able to (a) perform communications on PIER without reference to other traditional applications and (b) respond to inquiries from media and other designated stakeholders with activity logged for selective recall and reporting. PIER supports a survey function that allows periodic query of stakeholder audiences.

Additional PIER features include:

- Web browser accessible anywhere in the world
- Individualized system permissions for each user member
- Password encryption and secure access via SSL protocol
- Logging of system activity by all users with reporting options
- Logging of activity related to specific documents and inquiries
- Online help and telephone support

EXHIBIT F

Minimum Requirements

For users of PIER's administrative interface:

- A PC running Windows 98, 2000, or XP, using Internet Explorer 5.5+, Firefox 1.0+, Mozilla 1.3+, or Netscape 7+.
- A Mac running OS X, using Firefox 1.0+. Firefox 1.5 is not supported at this time.
- A Linux/UNIX machine running Firefox 1.0.x. Firefox 1.5 is not supported at this time.
- For all platforms, Cookies, JavaScript, and CSS must be enabled.
- Use of the "Grid Format" bulk content editor requires Java 2 installed on your system and configured as a browser plug-in.

For visitors to PIER's public site:

- A PC running Internet Explorer 5+, Firefox 1.0+, Mozilla 1.2+, or Opera 8+.
- A Mac running OS X with Safari 1.2, Firefox 1.0+, Opera 8+, or any other Gecko-based browser.
- A Linux/UNIX machine running Firefox 1.0+ or any other Gecko-based browser.
- Modern screen readers are also supported.
- JavaScript and CSS are highly recommended, but are not required.
- Cookies are required for certain operations.

EXHIBIT "B"
GOVERNOR'S DIVISION OF EMERGENCY MANAGEMENT
HOMELAND SECURITY GRANT PROGRAM
PROPERTY TRANSFER RECORD AGREEMENT

Governor's Division of Emergency Management
State Administrative Agency
Homeland Security Grant Program
Property Transfer Record Agreement

Transferred From: Fort Bend County
Name of Organization (Homeland Security Grant Sub-Recipient)

301 Jackson Street, Richmond, Fort Bend County, 77469
Street/Mailing Address, City, County, Zip

Robert E. Hebert, County Judge
Printed Name and Title

Signature — Date: 4-7-09

Transferred To: City of Houston
Name of Organization (Homeland Security Grant Sub-Recipient)

900 Babgy, 2nd Floor, Houston, Harris County, 77002
Street/Mailing Address, City, County, Zip

Dennis Storemski, Director
Printed Name and Title

Signature — Date: 12-9-08

This is to certify that the property described below was acquired by the expenditure of 2007 Homeland Security Grant Program funds awarded to the above named Homeland Security Grant Sub-Recipient (Grantor). The jurisdiction/organization receiving the property (Grantee) certifies that they have knowledge of the laws, rules and regulations of the aforementioned grant for the year of the award. The Grantee further certifies that they agree to be bound by all the contract covenants and exhibits to the Grantor's Sub-Recipient agreement and any modifications or amendments to that agreement as if they were written here. The Grantor and Grantee further certify that they are duly authorized and empowered by their governing body to enter into this agreement. The Grantor further certifies that the Grantee has complied with all State and Federal eligibility requirements.

Property being Transferred:

Item description:	PIER Center
Quantity:	7
Model Number:	Not applicable
Acquisition Date:	Upon request under January 8, 2008 PIER purchase agreement
Unit Cost:	$13,240.00 per unit

AGENDA ITEM

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office 26A

Date Submitted: 04/02/2009	**Submitted By:P.Batts**
	Department: Engineering
Court Agenda Date: 04/07/09	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Take all appropriate action on the Interlocal Cooperation Agreement between Fort Bend County and the lower Colorado River Authority for a non-exclusive, non-transferrable, limited license to use and create copies of the materials for use in Fort Bend County's Beat the Baron Waste Education workshop events and services provided in accordance with this Agreement, Precincts 1,2,3 &4.

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:
- **Completely fill out agenda form: incomplete forms will not be processed.**
- **Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.**
- **All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.**

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☐	Auditor	(281-341-3774)	☐	Comm. Pct. 1	(281-342-0587)
☐	Budget Officer	(281-344-3954)	☐	Comm. Pct. 2	(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	☐	Comm. Pct. 3	(281-242-9060)
☐	Purchasing Agent	(281-341-8642)	☐	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☐	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

4-22-09 orig. ret. to Paulette at Engineering

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

INTERLOCAL COOPERATION AGREEMENT BETWEEN FT. BEND COUNTY AND THE LOWER COLORADO RIVER AUTHORITY

THIS AGREEMENT is entered into by and between the LOWER COLORADO RIVER AUTHORITY, a conservation and reclamation district of the State of Texas, and FT. BEND COUNTY, by and through its Commissioners Court, shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code.

I. CONTRACTING PARTIES:

The Receiving Agency: FT. BEND COUNTY

The Performing Agency: LOWER COLORADO RIVER AUTHORITY ("LCRA")

II. STATEMENT OF SERVICES AND USAGE RIGHTS:

LCRA will perform for FT. BEND COUNTY the services called for in that certain Intergovernmental Agreement between FT. BEND COUNTY and the Houston Galveston Area Planning Council of Governments ("HGAC") to be dated on or about March 20, 2009, as more particularly stated in Exhibit A to this Agreement. The deliverables of this Agreement are intended to implement the agreement between FT. BEND COUNTY and HGAC and shall be construed consistent with it. LCRA will perform all services required of it in accordance with Exhibit A of this Agreement. In the event that the terms of this Agreement between FT. BEND COUNTY and LCRA have not reached a completion point of 55% (completion of Task/Deliverable 1 and items 1,2, and 3 of Task/Deliverable 2 under Attachment A) by May 31, 2009, this contract shall be thereafter be terminable at will by either LCRA or FT. BEND COUNTY.

LCRA developed, and owns all proprietary rights to, the formatted textual content of the Beat The Baron Waste® education program materials (the "Materials"), as evidenced by agreements with the former Texas Water Commission (now Texas Commission on Environmental Quality) and L&S Productions, Inc. Subject to the terms of this Agreement, LCRA grants to FT. BEND COUNTY a non-exclusive, non-transferable, limited license to use and create (in connection with such use) copies of the Materials for use in FT. BEND COUNTY'S Beat The Baron Waste® education workshop events. These licensed rights are granted only so long as FT. BEND COUNTY has a household hazardous waste (HHW) program and actively provides its Beat The Baron Waste® education workshop events for teachers in the school districts of Matagorda, Wharton, or Colorado Counties. At such time as FT. BEND COUNTY discontinues its HHW program or discontinues providing Beat The Baron Waste® education workshops, the license granted herein will terminate.

Excluded from the rights licensed herein are the right to modify or create derivative works of the Materials, the right to transfer or sublicense to others the right to use the Materials, and the right to use or copy the Materials for any purpose not connected to its Beat The Baron Waste® education workshops.

The license granted herein is only intended to cover those proprietary rights owned by LCRA, and FT. BEND COUNTY shall be responsible for obtaining all other necessary rights and permissions associated with the Beat The Baron Waste®, including but not limited to any proprietary rights owned by L&S Productions, Inc.

III. BASES FOR CALCULATING REIMBURSABLE COSTS:

Charges will be based on the actual expenses incurred by LCRA in the performance of this service.

IV. CONTRACT AMOUNT:

The total amount of this Agreement shall not exceed $ 585.00 to be reimbursed to LCRA from HGAC Grant Funds or in-kind contributions from FT. BEND COUNTY, in accordance with the following schedule:

Project funds:

CONTRACTUAL

Training Workshop Coordination & Implementation	$480.00
Estimated Mileage/Travel Costs	$80.00
Workshop Meals (standard per diem)	$25.00

Total Estimated LCRA Reimbursable Expenses: $585.00

V. PAYMENT FOR SERVICES:

Receiving Agency shall pay for services received from current revenues available to the Receiving Agency. Receiving Agency's obligations to reimburse Performing Agency shall survive termination of this Agreement.

Payment for service performed shall be billed in monthly invoices. Payment shall be due not more than 30 days following Receiving Agency's receipt of Performing Agency's invoice.

Receiving Agency shall have the right to examine all records of Performing Agency relating to the cost of these services, including funding and contributions from other sources.

VI. TERM OF CONTRACT

The term of this Agreement shall be from the date of the last signature below to June 30, 2009.

VII. TERMINATION

In the event of a material failure by a party to perform its duties and obligations in accordance with the terms of this Agreement, the other party may terminate this Agreement upon thirty (30) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the 30-day period.

VII. CERTIFICATIONS

RECEIVING AGENCY certifies that it has the authority to contract for the above services by authority granted by the Fort Bend County Commissioners Court at a meeting held and authorized according to Chapter 551 of the TEXAS GOVERNMENT CODE and Chapter 791 of the Texas Government Code.

PERFORMING AGENCY certifies that it has authority to perform the services contracted for by authority granted in its enabling act and Chapter 791 of the Texas Government Code.

IN WITNESS WHEREOF, Receiving Agency and Performing Agency, on the respective dates written below their signatures, have made and executed this AGREEMENT.

PERFORMING AGENCY:

LCRA LEGAL

By: _____

Name: _____

Title: _____

Date: _____

RECEIVING AGENCY:
FORT BEND COUNTY, TEXAS

By: Robert Hebert
Robert E. Hebert, County Judge

Date: 4-20-09

Attest: Dianne Wilson
Dianne Wilson, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $585.00 to accomplish and pay the obligation of Fort Bend County under the terms of this Agreement.

Robert Ed Sturdivant,
Fort Bend County Auditor

EXHIBIT A

BEAT THE BARON WASTE® EDUCATION PROGRAM
PROJECT PURPOSE, PROGRAM TASKS & DELIVERABLES

Project Purpose and Goal Statement:

To provide electronic files containing the text and artwork for printing the Baron Waste education program documents so Ft. Bend County is enabled to conduct Beat The Baron Waste environmental education workshops benefitting the residents of Ft. Bend, Wharton, Colorado, and Matagorda counties. The granting of usage rights for the Baron Waste education program will enable this program to be delivered to schools, students, and teachers in the Colorado River watershed thereby promoting the conservation of natural resources within the watershed in a cost effective manner and prevent the improper disposal of household hazardous waste (HHW) and to reduce the amount of HHW that is generated.

Tasks & Deliverables:

I. Task/Deliverable: <u>Coordinate and Implement Training Program For Instructors To Conduct the Beat The Baron Waste® Elementary Education Program.</u>

Major activities involved to complete the task:

1) Deliver electronic print files to Ft. Bend County for printing of Beat The Baron Waste® education materials
2) Coordinate with Ft. Bend County Project Manager to schedule training of instructors (March, 2009)
3) Ft. Bend County & LCRA to identify instructors to participate in training (March, 2009).
4) Inventory/order elementary educational materials for training session and program. (April, 2009)
5) Conduct Instructor Training Workshop (May, 2009);

Estimated completion date: May 22, 2009

II. Task/Deliverable: <u>Project Wrap-Up</u>

Major activities involved to complete the task:

1) Complete invoices and pay all expenses for conducting training
2) LCRA to receive payments for reimbursable expenses (i.e. labor)
3) Assist Ft. Bend County with the completion of any required reports

Estimated completion date: June 30, 2009

AGENDA ITEM

26B

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 04/02/2009	**Submitted By:P.Batts**
	Department: Engineering
Court Agenda Date: 04/07/09	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Take all appropriate action on the Contractual Agreement for a license to the County for its use in the County's Household Hazardous Waste (HHW) Program between L&S Environmental Productions, Inc. and Fort Bend County for use in the "Beat the Baron Waste" Education Program, Precinct 1,2,3 &4.

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:

- **Completely fill out agenda form: incomplete forms will not be processed.**
- **Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.**
- **All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.**

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

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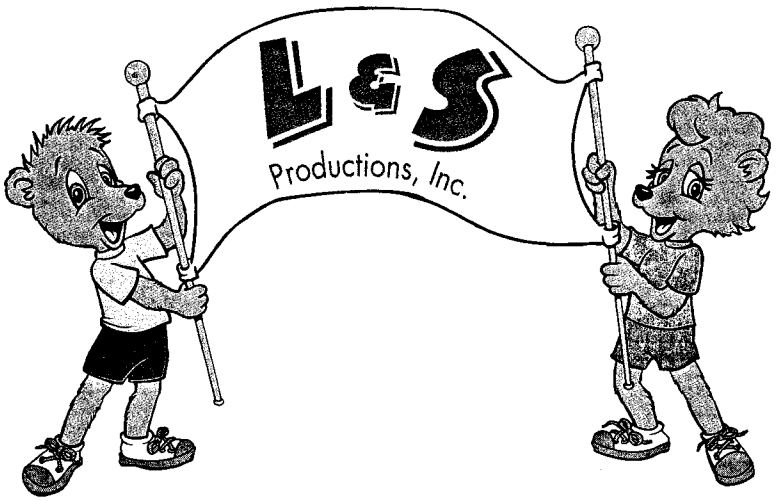
☐	Budget Officer	(281-344-3954)	☐	Comm. Pct. 2	(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	☐	Comm. Pct. 3	(281-242-9060)
☐	Purchasing Agent	(281-341-8642)	☐	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☐	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

4-21-09 orig. ret. to Paulette at Engineering



April 16, 2009

Ms. Donna Ostina
Ft. Bend County Commissioners Court
301 Jackson
Richmond, Texas 77469

Dear Donna:

Enclosed please find two copies of the signed License Agreement. If you would have one copy counter-signed and return to me in the enclosed envelope, I would greatly appreciate it.

Also, I spoke with Ron Drachenburg with Ft. Bend Engineering. He has the Exhibit B attachments for inclusion with the License Agreement.

If there is anything else I can do, please do not hesitate to contact me.

Sincerely,

Sue Dark

Sue Dark
President
Enc's

P.O. Box 794805 • Dallas, TX 75379 • 972/991-4449 • Fax 972/991-4452

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

LICENSE AGREEMENT

THIS AGREEMENT is entered into by and between L&S ENVIROMENTAL PRODUCTIONS, INC., a Texas corporation, with offices at 16007 Chalfont Circle, Dallas, Texas 75248 ("L&S") and FORT BEND COUNTY, TEXAS, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court (hereinafter referred to as "County") with offices at 301 Jackson, Richmond, Texas 77469.

Witnesseth:

WHEREAS, L&S is the sole and exclusive owner of the copyright and trademark rights in certain Property or Properties identified as the "Baron Waste" ("Beat the Baron Waste"), "Steely Can and His Recyclin' Band" (including Pop Bottle and Polly Ethylene) (collectively, the "Property");

WHEREAS, L&S and County desire to license between them the Property; and County desires to use the Property for community education, training and public awareness for the Household Hazardous Waste Program.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, it is hereby agreed as follows:

A. INTELLECTUAL PROPERTY LICENSE

1. Grant of License: L&S is and shall remain the sole and exclusive owner of all rights, including related intellectual property, in the Property described in Exhibit B being licensed to County for its use in County's Household Hazardous Waste (HHW) Program, including the goodwill pertaining thereto. L&S hereby grants to County a non-exclusive, no-fee license to copy, use, and distribute (by donation) the Property in the County's Territory (as hereinafter defined) in connection with County's HHW Program, including without limitation all educational and public outreach materials currently used or hereafter created.

2. Scope of License: This License applies to all of the characters depicted or described by the LCRA HHW program. All licenses in the Property not specifically granted to County are reserved to L&S in all languages, forms and media throughout the world, for L&S's exclusive use or other disposition.

3. County property: The media carrying the intellectual property of L&S, including any County intellectual property, is and remains the property of County.

4. County's Territory defined: The territory to which the license granted in paragraph 1 applies are the counties of: Fort Bend, in the State of Texas.

5. Term: The license granted in paragraph 1 shall last for so long as County operates its HHW Program; or two (2) years, unless renewed in writing and agreed upon by both parties.

6. Intellectual Property Warranty and Indemnity: L&S hereby warrants that the Property does not infringe the rights of any third party protected under any U.S. patent, U. S. or Berne Convention copyright, state or federal trademark or trade secret law. In the event that any claim, demand or lawsuit is brought against County with respect to the Property alleging an infringement of any U.S. patent, U. S. or Berne Convention copyright, state or federal trademark or trade secret, L&S shall defend, indemnify and hold harmless County from all damages, expenses, costs and attorneys' fees awarded against County; provided, however that this provision does not apply to any materials not furnished under this contract by L&S or its contractors. As a pre-condition to this indemnity, County must provide to L&S prompt notice in writing of the claim, demand or lawsuit, must give L&S the authority, information and assistance, at L&S expense, required to defend the claim, demand or lawsuit. If the Property furnished under this license is held to infringe any U.S. patent, U. S. or Berne Convention copyright, state or federal trademark or trade secret and its use is enjoined, temporarily or permanently, L&S shall, at its sole expense, use its best efforts to procure for County the right to continue using it under this license, replace it with a non-infringing equivalent or modify the Property so it becomes non-infringing. The foregoing states the entire liability of L&S to County with respect to intellectual property infringement.

7. L&S Approvals: Prior to the commencement of use of the Property, County shall submit to L&S for approval as to the quality, samples of the Property which County intends to use in connection with the HHW Program. Such approval by L&S shall not be unreasonably withheld. Once such samples have been approved by L&S, County shall not materially depart therefrom without L&S's prior consent, which shall not be unreasonably withheld.

8. Notices: The licensed materials used in connection with the HHW Program including L&S's trademark Baron Waste®, as described and illustrated in Exhibit B and all promotional, packaging and advertising material relative thereto, shall include all appropriate legal notices as required by L&S's right, title, and interest thereto. The following statements are to appear on all material bearing the images, in any context, of the Baron Waste, Steely Can and His Recyclin' Band, and/or the phrase, Beat the Baron Waste!:

   "Baron Waste", and/or "Beat the Baron Waste!" ® is a registered trademark of L&S Environmental Productions, Inc. and is used, under license, by the County.

   ©2009, Steely Can and His Recyclin' Band, are the exclusive property of L&S Environmental Production, Inc. All rights reserved.

   When copyrights and trademarked materials are used on radio or TV in connection with spots or other broadcast communications, notice and/or credits shall be given as follows:

The Baron Waste, Beat the Baron!, is the designated, registered trademark of L&S Environmental Productions, Inc. and is used, under license, by the County. Copyright (2009, or subsequent copyright years for new materials) Steely Can and His Recyclin' Band is the exclusive property of L&S Environmental Productions, Inc. All rights reserved.

9. County indemnity: To the extent allowed by law, County shall indemnify and hold L&S harmless from and against all claims, damages, liabilities, costs and expenses arising from County's use of any material or goods other than the Property supplied by L&S that County incorporates in, or authorizes others to incorporate in the HHW Program or any other programs hereafter undertaken by the parties by mutual agreement.

10. Limitation of Liability: Subject to the indemnity provisions hereof, neither party shall be liable to the other for special, incidental, consequential or punitive damages.

B. TERMINATION

1. Termination:

   (a) Either party may terminate this Agreement on at least thirty (30) day written notice to the other party prior to the end of the First Term of any Option Term of this Agreement.
   (b) In the event that the County discontinues, substantially reduces the rendering or quality of its services for the Program, during the periods of merchandising and sale of the Products, L&S reserves the right to terminate both this Agreement and any further obligation of royalty payments to the County.

2. Notices: All notices or payments required to be sent to either party shall be in writing at the above addresses and sent by Registered or Certified Mail, postage prepaid, return receipt requested, or by telex or telegram, charges prepaid.

3. Relationship of the Parties: This Agreement does not create a partnership of joint venture between the parties and the County shall have no power to obligate or bind L&S in any manner whatsoever.

4. Disputes, Mediation and Arbitration: If any difference shall arise between the County and L&S, touching the meaning of this Agreement, or the rights and liabilities of the parties hereto, the same shall be referred first to mediation for resolution. If no resolution is forthcoming, then to arbitration of three (3) persons (one to be named by each party and a third to be named by the first two arbitrators), in accordance with the Rules of American Arbitration Association. The determination of said arbitrators in such proceeding shall be final and binding on the parties hereto. Judgment on the award rendered may be entered into any court having jurisdiction thereof.

5. Integration: This Agreement represents the entire understanding between the parties hereto with respect to the subject matter hereof and this Agreement supercedes all previous representations, understandings or agreements, oral or written, between the parties with respect to the subject matter hereof and cannot be modified except by a written instrument signed by the parties hereto.

6. Assignability: Neither party may assign its right and obligation under this Agreement to any other party without the prior express, written approval of the other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives. This Agreement shall become effective upon the execution of the final party.

FORT BEND COUNTY:

Robert E. Hebert, County Judge Date: 4-20-09

ATTEST:

Dianne Wilson, County Clerk

L&S ENVIROMENTAL PRODUCTIONS, INC. ("L&S")

BY: PRESIDENT

Date: April 7, 2009

EXHIBIT B

(Pictures of the Baron Waste and Baron Waste Costume)

(Picture of Steely Can and His Recyclin' Band animation cel)

Beat The Baron Waste®

Household Hazardous Waste Curriculum for Third, Fourth and Fifth Grade Students.

Lesson Plan Adapted and written By: Susan Wall
Illustrations By: Peeler-Rose Productions

The Texas Commission for Environmental Quality, the Lower Colorado River Authority and L & S Environmental Productions, Inc., have provided funding for the "Beat The Baron Waste" Household Hazardous Waste Curriculum for Third, Fourth, and Fifth Grade students.

© 1996 L & S Environmental Productions, Inc. All rights reserved.

The material contained herein includes copyrighted and trademarked intellectual properties owned by L & S Environmental Productions, Inc. and may not be reproduced by any means, without the express, written permission of the copyright and trademark holder, except as noted below.

Teachers have permission to reproduce printed materials for use as handouts, worksheets and transparencies in classroom instruction.

For information address: Lower Colorado River Authority, Community Services, P. O. Box 220, Austin, Texas 78767.

Printed in the United States of America.

Revised January 14, 2003.

"The Baron Waste®" and "Beat The Baron Waste®" are registered trademarks of L & S Environmental Productions, Inc. "Steely Can and His Recyclin' Band" copyrights are owned by L & S Environmental Productions, Inc. All rights reserved.

"Beat the Baron Waste" Household Hazard Waste Curriculum For Third, Fourth, and Fifth Grade Students, has been adapted from the Beat The Baron Waste Series, Volume 1, Number 1, Household Hazardous Waste - *"The Case of the Baron Waste in Your House"* featuring Steely Can and His Recyclin' Band with Polly Ethylene and Pop Bottle and the Baron Waste. © 1993, L & S Environmental Productions, Inc. All rights reserved.

EXHIBIT "B 2"

VOL. 1 NO. 1

BEAT THE BARON WASTE SERIES

HOUSEHOLD HAZARDOUS WASTE

THE CASE OF THE BARON WASTE IN YOUR HOUSE

FEATURING

STEELY CAN
AND HIS RECYCLIN' BAND©
WITH POLLY ETHYLENE AND POP BOTTLE

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AGENDA ITEM

27

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted:	**04/02/2009**	**Submitted By: Mary Reveles**
		Department: County Attorney
Court Agenda Date:	**04/07/2009**	**Phone Number: 341-4554**

SUMMARY OF ITEM:
FACILITIES:

Take all appropriate action on Mutual Release and Agreement between Fort Bend County, the ARCHDIOCESE OF HOUSTON-GALVESTON and HOLY FAMILY PARISH to use parking spaces at county facilities and church facilities in Missouri City during times when respective facilities are closed at not cost to County. (Precinct 2).

RENEWAL AGREEMENT/APPOINTMENT **YES** ☐ **NO** ☒
REVIEWED BY COUNTY ATTORNEY'S OFFICE: **YES** ☒ **NO** ☐

List Supporting Documents Attached: Signed release.

FINANCIAL SUMMARY:BUDGETED ITEM: **YES** ☐ **NO** ☐ **N/A**

FUNDNG SOURCE: **Accounting Unit:** **Account Number:**
Activity (If Applicable):

DESCRIPTION OF LAWSOM ACCOUNT: N/A

Instructions to submit Agenda Request Form:

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Distribute copies with back-up to all listed below. If by fax, send to numbers below:

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☒	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☒	Faciliites		☒	County Atty	(281-341-4557)

4-15-09 3 origs. ret. to Mary R. at Co. Attorney

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify): This release allows FBC to use church parking M-F 8-5 and allows church to use county parking on weekends and when county offices are closed.

From: Laura Dougherty
To: Brenda Long
Date: 10/15/2008 12:46 PM
Subject: Parking Lot Agreement
Attachments: Document.pdf; Holy Family Parking Release.1964.pdf

CC: Don Brady; Katie Herrington

Brenda,

Attached is a letter from Mr. Brady to Ms. Hutchins, and the agreement that we need to take to court. Please print one copy of the letter for Ms. Hutchins, and 3 copies of the agreement for Ms. Hutchins to sign. Forward the 3 signed agreements to Mr. Brady, and we will put them on the agenda. If we receive them before 10/21, we will be able to place them on the agenda for the court date of 10/28.

Thank you,
Laura Dougherty

Administrative Manager
Facilities Management & Planning
281-633-7017
doughlau@co.fort-bend.tx.us

FORT BEND COUNTY, TEXAS

FACILITIES MANAGEMENT & PLANNING DEPARTMENT

Donald G. Brady
Director

(281) 633-7018
Fax (281) 633-7022

October 15, 2008

Ms. Gail Hutchins
Holy Family Catholic Parish
1510 Fifth Street
Missouri City, Texas 77489

RE: Mutual Parking Lot Sharing Agreement between Holy Family Parish and Fort Bend County

Dear Ms. Hutchins,

This follows preliminary conversations during the past several months during which Fort Bend County has discussed the requirement from Missouri City building officials to provide additional parking spaces to meet the formula required for our new Missouri City Annex Building. The County is adding a significant number of parking spaces in developing its site, but to satisfy the calculated number of spaces per square feet of building space we need to provide for an additional 34 spaces.

For several years, Holy Family and Fort Bend County have been informally sharing parking spaces for our respective needs. The arrangement has worked well due to the timing of our parking needs: the church has overflow requirements on weekends, while the County has them during the 8:00 AM to 5:00 PM hours during weekdays. City officials now require a letter confirming that arrangement, if we are to comply with the ordinance. Our understanding is that a formal lease agreement is unnecessary, and that a letter agreement will suffice.

There are no known restrictions or special conditions about which we are aware that would need to be incorporated into the letter agreement. Holy Family Catholic Church would have access to available parking spaces at the County's complex at the time of need; Fort bend County would have access to 34 available spaces at the parish's lot at the time of need. Attached is a form of agreement that we would appreciate the parish signing and returning 3 originals to us so that we can schedule for Commissioners Court acceptance.

Sincerely,

Don Brady

Attachment: As stated

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

MUTUAL RELEASE AND AGREEMENT

This Mutual Release is made and entered into by and between FORT BEND COUNTY, TEXAS (hereinafter referred to as "County"), by and through its governing body, the Commissioners Court, and the ARCHDIOCESE OF HOUSTON-GALVESTON, (hereinafter referred to as "Archdiocese") and HOLY FAMILY PARISH, (hereinafter referred to as "Parish")through their authorized representatives.

Section 1: The parties to this Full Release and Agreement shall permit the other party to utilize parking spaces at their respective locations at 307 Texas Parkway and 1510 Fifth Street, Missouri City, Texas.

Section 2: County shall be allowed to utilize 34 parking spaces of Archdiocese/Parish Mondays-Fridays from 8:00 am to 5:00 pm.

Section 3: The Archdiocese/Parish shall be allowed to utilize parking spaces of County on weekends and other times when the County facility is closed.

Section 4: In consideration as set forth above, the parties hereto have this day released and by these presents do release, acquit, and forever discharge each other, its officials, agents, servants, and employees and all persons in privity from any and all future claims or causes of action of any kind whatsoever, at common law, statutory or otherwise, which might arise hereafter, directly or indirectly attributable to the parties usage of parking spaces owned by the other party at their respective locations at 307 Texas Parkway and 1510 Fifth Street, Missouri City, Texas.

Section 5: To the extent authorized by law, the parties agrees to and shall indemnify defend and hold harmless each other, officials, officers, employees and agents, from and against any and all claims, losses, damage, causes of action, suits, and liability of any kind, including all expenses of litigation, court costs, attorney's fees, bodily injury, sickness, disease or death as a result of the parties usage of parking spaces owned by the other party at 307 Texas Parkway and 1510 Fifth Street, Missouri City, Texas.

Section 6: This Mutual Release and Agreement shall become effective upon signature of the last party and shall remain in full force and effect until terminated by any party. Any party may terminate this Mutual Release and Agreement, without cause, by providing thirty (30) days notice to the other party at the addresses below.

AGREED:

FORT BEND COUNTY

By: _____
Robert E. Hebert, County Judge
301 Jackson, Suite 719
Richmond, Texas 77469

Date: 4-7-09

ATTEST: _____
Dianne Wilson, County Clerk

I:MER/Agreements.Holy Family Parking Release.1964(10152008)

AGREED:

ARCHDIOCESE OF HOUSTON/GALVESTON

Agent & Attorney-in-Fact for the Most Rev. Daniel N. DiNardo

By: _____

Date: 4-3-09

Address: 1700 San Jacinto Street
Houston, TX 77002

HOLY FAMILY PARISH

By: _____

Date:

Address:

28 A, B

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 4/1/2009	**Submitted By: Tim Cumings**
	Department: Grants Administration
Court Agenda Date: 4/7/2009	**Phone Number: 281.341.8635**

SUMMARY OF ITEM: 1) Assign JAG Review Committee to review 2009 JAG/ Recovery Act application on behalf of Commissioners Court. 2) Set hearing during May 12 meeting to receive public comment on proposed grant application, and publish public notice of same.

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO x☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO x☐

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO x☐

FUNDNG SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: _____

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☐	Purchasing Agent	(281-341-8642)	☐	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☐	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED: See Summary of Item above. These are preliminary steps needed to satisfy grantor agency requirements in order to apply for $349,610 in Justice Assistance Grant/ Recovery Act funds with no match required. Further details in memo from Grants Administrator, presented as backup material.

Special Handling Requested (specify):

KELLURUS MNGEMENT Fax:281-238-3343 Mar 31 2009 15:59 P.02

GRANTS • RECORDS MANAGEMENT
MAIL CENTER
Fort Bend County, Texas

TIM CUMINGS

(281) 341-8635
Fax (281) 238-3343

MEMORANDUM

TO: Hon. Robert Hebert, County Judge
Commissioners Court

FROM: Tim Cumings, Grants Administrator

SUBJECT: 2009 JAG/ Recovery Act Grant

DATE: April 2, 2009

Fort Bend County on March 13 was notified of its eligibility to receive $349,610 in 2009 Justice Assistance Grant (JAG)/ Recovery Act funds from the U.S. Department of Justice. The deadline to apply is May 18; however, the completed application must be available for review by Commissioners' Court or its designee for 30 days prior.

This office and the County's JAG Review Committee are working with interested County departments to assemble a proposed application consisting of eligible projects. It is our intent to have a proposed application to Court members and posted on the County website as soon as is practical.

I am requesting the Court to consider taking two related actions.

-- First, in compliance with grantor agency rules, I am requesting the assignment of the existing JAG Review Committee to review the 2009 JAG/Recovery Act application over a 30-day period on behalf of Commissioners' Court. Committee members are Judge Susan Lowery, Constable Ruben Davis, DA's Chief Investigator Herb Owens and Sheriff's Juvenile Outreach Officer Dennis McAfee.

-- Second, I am asking the Court to set a public hearing for its May 12 meeting to receive public comment on the application, and to publish a legal notice of same.

I intend to place on the same May 12 agenda a request that the Court consider authorizing an application for the 2009 JAG/ Recovery Act grant. No match is required.

Use of the JAG money is restricted to its traditional criminal justice base. The emphasis of the Recovery Act is to create new jobs and preserve existing jobs. To date the rules governing the award do not call for extending the jobs beyond the life of the grant.

Should you have any questions do not hesitate to contact me.

CC: Hon. Susan Lowery, Court At Law 3
J.C. Whitten, Director of Administrative Services

Physical Address: 4520 Reading Rd., Suite A • Rosenberg, Texas 77471
Mailing Address: 301 Jackson • Richmond, Texas 77469

RECORDS MANAGEMENT FAX:281-238-3343 MAR 31 2009 15:59 P.01

FORT BEND COUNTY
COMMISSIONERS COURT AGENDA REQUEST FORM

29

RETURN TO: AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

DATE SUBMITTED: 3/25/09 SUBMITTED BY: Hopie Solomon AGENDA ITEM

DEPARTMENT:6451 #

COURT AGENDA DATE: PHONE NO.: Ext. 3506

SUMMARY OF ITEM: Ratify the acceptance of a no match grant of $287,014 awarded to Health & Human Service Social Service Department, from "The National Board of the Emergency Food and Shelter Program (EFSP)". The Phase XXVII award is broken down in the following category: Other food $14,350; Rent/Mortgage $177,950; Utilities $94,714.

RENEWAL CONTRACT/AGREEMENT: Yes (X) No ()

LIST SUPPORTING DOCUMENTS ATTACHED: 1. Attached notification acceptance letter

FINANCIAL SUMMARY:

BUDGETED ITEM:	ANNUALIZED DOLLARS:	COMMENTS: See attachment
Yes ( ) No (X) N/A ( )	One Time ( )	
Funding Source:	Recurring ( )	
Fund Agency 6451 Object	N/A ( )	

Original Form Submitted with back up to County Judge's Office: (X) (✓ when completed)

CC with back up:

(x) Auditor	(281-341-3774)	(x) Comm. Pct. 1	(281-342-0587)
(x) Budget Officer	(281-344-3954)	(x) Comm. Pct. 2	(281-403-8009)
(x) County Attorney	(281-341-4557)	(x) Comm. Pct. 3	(281-242-9060)
( ) Purchasing Agent	(281-341-8642)	(x) Comm. Pct. 4	(281-980-9077)
(x) County Clerk	(281-341-8697)		

Instructions for submitting an Agenda Request:

1. Completely fill out agenda form, incomplete forms will not be processed.
2. Fax or inter-office copies of agenda form with all back up information by Wednesday at 2:00 p.m. to the departments listed above.
3. All original back-up must be received in the County Judges Office by 2:00 p.m. on Wednesday.

RECOMMENDATION / ACTION REQUESTED:

Memo

To: County Judge Hebert and Commissioners

From: Hopie Solomon

Date: 3/24/20090.

Re: Awarded grant notification

I am very pleased to announce the Health and Human Services Social Service Department has received notification from "The National Board of the Emergency Food and Shelter Program (EFSP)", to be the recipient of the EFSP Phase XXVII grant totaling $287,014. The grant is broken down in the following category:

- Other foods - $14,350
- Rent/Mortgage - $177,950
- Utilities - $94,714

Please note your formal acceptance of these funds will appear as an item on the next upcoming agenda,

Cc: Dr. Jean N. Galloway

Ed Sturdivant

Pamela Gubbels

United Way

United Way of Greater Houston

March 20, 2009

006

United Way Center for
Philanthropy, Leadership
and Volunteerism
50 Waugh Drive
Houston, Texas 77007

P.O. Box 3247
Houston, Texas 77253-3247
Phone 713-685-2300

Chair of the Board
Robert W. Harvey

Executive Committee
Mike Ballases
Irma Diaz-Gonzalez
Joseph A. Hafner, Jr.
Sandy Johnson
Rich Kruger
Lynne Liberato
Mark E. Lowes
David McClanahan
Scott J. McLean
Gus Noojin
James J. (Jim) Postl
Jamey Rootes
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Curtis Mooney
Jim Mulva
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Kim Ruth
Thomas L. Ryan
Y. Ping Sun
Jack Sweeney
Anne Taylor
Bobby Tudor
Al Walker
Phil Wright
Martha Wyrsch
Marie Yeates

President and CEO
Anna M. Babin

Judge Robert E. Hebert
Fort Bend County Social Services
4520 Reading Road, Suite A
Rosenberg, Texas 77471

Dear Judge Hebert:

The National Board of the Emergency Food and Shelter Program (EFSP) has announced Phase XXVII awards for eligible jurisdictions. The Local EFSP Board (Local Board) reviewed EFSP Phase XXVII applications and determined awards. Funding support for the program(s) conducted by Fort Bend County Social Services in Fort Bend County for EFSP has been approved for the following category (ies):

Category	Total Award
Other Food:	$14,350
Rent/Mortgage:	$177,950
Utilities:	$94,714
Total Award:	**$287,014**

The amounts listed above are restricted for use in the respective categories to which they have been awarded. Any reallocation of these funds among categories requires prior written approval. The Local Board has the authority to reallocate funds during the program year to meet the needs of the community. Requests for reallocations should be in writing and addressed to the Local Board Contact.

Reports regarding Phase XXVII expenditures will be required from each Local Recipient Organization (LRO) for monitoring purposes. The Local Board will monitor the expenditures and program performances of each LRO during the Phase XXVII spend-period. The Local Board will also take into consideration:

- The return of the **ORIGINAL** LRO's Phase XXVII award letter signed by an authorized representative of the LRO and received by Local Board within 10 days of notification.

Consideration of continued funding for EFSP will be based on funds available as well as satisfactory performance by Phase XXVII LROs. Performance factors assessed by the Local Board will include but not be limited to participation in documentation workshops and adherence to EFSP guidelines:

- expenditures of funds by program end date;
- accurate and on-time submission of reports;
- accurate submission of program audit materials;
- adherence to audit timetable.

The National Board has received LRO awards information and first payments are expected to be made in March 2009. Your agency must expend all EFSP funds by **September 30, 2009.**

Two (2) DOCUMENTATION WORKSHOPS for LROs of EFSP funds are held at the United Way of Greater Houston's Conference Center. The first workshop is held in March and the second in September of each year. LROs are provided written notice of the date and time for each workshop. It is MANDATORY for all LROs to attend one of the workshops. Workshop attendance is taken into consideration when the Local Board awards future funds.

Please acknowledge receipt of this letter and indicate your agreement by **signing and returning the ORIGINAL letter within 10 working days** of the date of the letter.

If you have questions, please contact Al Acosta via phone: 713-685-2864 or email: aacosta@unitedwayhouston.org . Thank you for the service you provide to those in need in Fort Bend County.

Sincerely,

Bridget Samuel
Chair, Local EFSP Board

cc: Al Acosta, Local Board Contact
Ms. Hopie Solomon

I certify that I am duly authorized to bind the Fort Bend County Social Services to the terms of this agreement and do hereby agree to and accept the terms set forth above.

By: _____ County Judge

Name (Please Type or Print) Title (Please Type or Print)

Robert Hebert 3/25/09

Signature Date

AGENDA ITEM

30

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 3/31/2009	**Submitted By:** Sue Moore
	Department: Juvenile
Court Agenda Date: 4/7/2009	**Phone Number:** 281-633-7363

SUMMARY OF ITEM:

Application for Receipt of USDA-Donated Commodities SY2010

RENEWAL AGREEMENT/APPOINTMENT YES ☒ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

COUNTY JUDGE
RECEIVED
MAR 31 2009

FUNDNG SOURCE: **Accounting Unit:** **Account Number:**
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: _____

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☒	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☒	Other:		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Approve Application for Receipt of USDA-Donated Commodities SY2010

Special Handling Requested (specify):

4-13-09 copy received

Texas Department of Agriculture

Application for Receipt of USDA-Donated Commodities

School Food Authority
(National School Lunch Program and
Summer Food Service Program)

Form H1512
January 2009

SECTION 1: SCHOOL FOOD AUTHORITY (SFA) INFORMATION

Name of SFA		Federal Tax ID No. [redacted]	
Fort Bend County Juvenile Detention Center			
Program (TX) No. (Private Schools, RCCIs & SFSP)		Commodity Contract No.	TEA District No. (Public Schools)
079017A			
Telephone Number (incl. A/C)	FAX Number (incl. A/C)	E-mail Address	
281-633-7303	281-633-7342	frasebri@co.fort-bend.tx.us	
Physical Address (Street, City, State, ZIP)			County
122 Golfview Drive, Richmond, TX 77469			Fort Bend
Mailing Address (if different)			

SECTION 2: SCHOOL FOOD SERVICE DIRECTOR (SFSD) INFORMATION

Name of SFSD	SFSD E-mail Address
Brian Fraser, Detention Superintendent	frasebri@co.fort-bend.tx.us
SFSD Telephone Number (incl. A/C)	SFSD Fax Number (incl. A/C)
281-633-7303	281-633-7342

SECTION 3: FOOD SERVICE MANAGEMENT COMPANIES

Do you employ a Food Service Management Company? ☐ Yes ☒ No

SECTION 4: TYPE OF SFA AND PROGRAM INFORMATION

A. Identify your SFA type (check one):

- ☐ **Public School**
- ☐ **Charter School**
- ☐ **Private School**
- ☒ **Residential Child Care Institution (RCCI)**

B. Average daily participation (applies to SFSP contractors only) 48

C. Number of operating days per year (applies to SFSP contractors only) 365

SECTION 5: CURRENT PARTICIPATION STATUS (applies to NSLP contractors only)

Fresh Fruits and Vegetable Program ☒ Yes ☐ No

Farm to School Program ☐ Yes ☒ No

SECTION 6: TYPE OF ORGANIZATION (OPTIONAL)

☒ Government Agency ☐ Educational Institution ☐ Nonprofit Organization/Secular

☐ Nonprofit Organization/Faith-Based ☐ Other

CERTIFICATION

I certify that the information on this form is true and correct to the best of my knowledge, and that I will immediately report to the Texas Department of Agriculture any changes that occur to information submitted in my application. I understand that deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes.

Robert Hebert

Signature – Authorized Representative

4-7-09

Date

Robert E. Hebert

Printed Name – Authorized Representative

County Judge

Title – Authorized Representative

With a few exceptions, you have the right to request and be informed about the information that the Texas Department of Agriculture (TDA) obtains about you. You are entitled to receive and review the information upon request. You also have the right to ask TDA to correct information that is determined to be incorrect (Government Code, Sections 552.021, 552.023, 559.004). To find out about your information and your right to request corrections, please contact the Food Distribution Program.

FOR TDA USE ONLY

Signature – TDA Representative	Date

Texas Department of Agriculture

Form H4508
July 2008

Food and Nutrition Division

Certificate of Authority

This is to certify that the following person(s):

Name of Authorized Representative (Type or print in the following order: prefix, first name, middle name or initial, last name and suffix.)	Title
Brian Fraser	Detention Superintendent
E-mail Address	**Area Code and Telephone Number**
frasebri@co.fort-bend.tx.us	281-633-7303

Signature – Authorized Representative — Date of Signature: 3/31/09

Name of Authorized Representative (Type or print in the following order: prefix, first name, middle name or initial, last name and suffix.)	Title
Mike Meade	Chief Juvenile Probation Officer
E-mail Address	**Area Code and Telephone Number**
meademik@co.fort-bend.tx.us	281-633-7400

Signature – Authorized Representative — Date of Signature: 3/31/09

is (are) designated as an Authorized Representative of

Name of Contracting Organization		
Fort Bend County Commissioners Court		
Address (Street, City, State, ZIP Code)		
122 Golfview Drive, Richmond, TX 77469		
Program (TX) No.	**Contract No.**	**Commodity Agreement No.**
TX – 079-2002 079017A	75 – I4001	75 –

The representative(s) designated above, and myself, acknowledge that each is individually authorized on behalf of the contracting organization to make written agreements with the Texas Department of Agriculture (TDA) to operate a food program, to sign documents or reports about the agreement and to present claims for reimbursement, when appropriate, to the agency.

By signing this document, we certify individually and collectively that to the best or our knowledge and belief, all documents submitted physically or electronically on behalf of the above named contracting organization pursuant to our participation in any and all programs administered by Food and Nutrition Division, TDA, are/will be true and correct in all respects, that they are/will be completed according to the terms and conditions of existing agreements, including amendments, that records are/will be available to support any and all claims and that we will not submit claims (excluding amended/adjusted claims) for goods or services for which we have already received payment. We recognize that we are fully responsible for any excess amounts which may result from errors made in relation to the completion and submission of claims. We are also aware that deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes.

Name of Official of Contracting Organization (Type or print in the following order: prefix, first name, middle name or initial, last name and suffix.)	Title
Robert E. Hebert	County Judge
E-mail Address	**Area Code and Telephone Number**
hebertb@co.fort-bend.tx.us	281-341-8608

Signature — Official of Contracting Organization — Date of Signature: 4-7-09

Deleted Authorized Representatives: A contracting organization may not have more than three (3) authorized representatives, including the official of the contracting agency. If you are deleting an authorized representative, list the name(s) of the individual(s) to be removed as authorized representative(s) below:

Name of Deleted Representative	Name of Deleted Representative	Name of Deleted Representative

For TDA Use Only

Received By	Date Received

STATE OF TEXAS

COUNTY OF TRAVIS

AMENDMENT NO. 1

Agreement for Commodities
(National School Lunch Program)
School Year 2009-2010

The Texas Department of Agriculture (TDA), hereinafter referred to as the Distribution Agency (DA) and Fort Bend County Juvenile Detention Center, hereinafter referred to as the Recipient Agency (RA) entered in an agreement effective July 1, 2009, for the purpose of receiving United States Department of Agriculture donated commodities for use in the National School Lunch Program.

I.

In order to test the feasibility of using the Department of Defense, Defense Supply Center Philadelphia (DSCP), to purchase and deliver the best quality of fresh fruits and vegetables (fresh product) to shipping points designated by RAs, both parties mutually agree to amend this agreement by adding the following requirements for participation in the Fresh Fruits and Vegetables Project:

ORDERING SYSTEM

a. The RA shall place orders for fresh product directly with Department of Defense, Defense Supply Center Philadelphia by using a Web Based online ordering system called FFAVORS WEB Ordering at https://www.ffavorsweb.dscp.dla.mil. This web site includes a complete catalog of items available;
b. When ordering fresh product, the RA shall include the quantity and requested delivery date (consistent with lead times established by the Defense Supply Office (DSO);
c. When ordering fresh product, the RA shall identify any unique ordering requirements (e.g. count, size or grade) for DSO to ensure that accurate quality and quantity of fresh product is purchased; and
d. Notwithstanding normal ordering schedules and lead times, the RA may contact DSCP Customer Service Representative to order from DSCP in cases of an emergency.

II.

SHIPMENT AND DELIVERY

a. When the fresh product is shipped to the RA, the RA shall be responsible for off-loading the fresh product from the tailgate within a reasonable time. Often times the vendor will do this for you, but it may not be required for them to do so;
b. Unless otherwise directed by DSCP, the RA shall exchange any pallets received from prior shipments or from pallets on hand;
c. If the shipment has not arrived within one hour of the scheduled delivery time, the RA shall notify the DSCP Customer Service Representative and take any corrective action requested by DSCP;
d. Prior to accepting any shipment, the RA shall count and verify the shipment and annotate any overages or shortages on the vendor's ticket or government bill of lading;
e. Prior to accepting any shipment, the RA shall inspect the fresh product and call the DSCP if there is any non-conformance, such as product quality or product damaged during shipment, to determine disposition of the product. DSCP shall evaluate any non-conforming fresh product, utilizing Customer Service Representatives, DSCP Product Specialists or FNS or AMS representatives, and advise the RA as to whether to accept or reject the product and what actions to take if the fresh product that has been accepted is later determined to be non-conforming;

f. Acceptance of a shipment shall be made by signing and dating the delivery ticket or government bill of lading;
g. Using the FFAVORS WEB Ordering system, the RA shall enter any quantity discrepancies discovered prior to acceptance or any rejected product within 24 hours of delivery, if any;
i. Within 24 hours of delivery, the RA shall notify DSCP Customer Service Representative of any quality or condition defect of the fresh product discovered after acceptance of the fresh product; and
j. The RA shall complete any evaluation form that solicits information on the quality, condition, timeliness, delivery and cost of the fresh produce and quality of DSCP service.

Title to the fresh product shall pass to the RA upon acceptance of the fresh product at the time and place of delivery.

III.

All terms and conditions of the original agreement not in conflict with this amendment, are continued in full force and effect.

This amendment is effective upon signature by both parties.

Name of School: Fort Bend County Juvenile Detention Center	Texas Department of Agriculture
Signature of Representative: 4-7-09 Date:	Signature of Representative: Date:

Robert E. Hebert, County Judge

STATE OF TEXAS

COUNTY OF TRAVIS

AMENDMENT NO. 2

Agreement for Commodities
(National School Lunch Program)
School Year 2009-2010

The Texas Department of Agriculture (TDA), hereinafter referred to as the Distributing Agency (DA), and Fort Bend County Juvenile Detention Center, hereinafter referred to as the Recipient Agency (RA) entered into an agreement effective July 1, 2009 for the purpose of receiving United States Department of Agriculture donated commodities for use in the National School Lunch Program (NSLP).

I.

In order to test the feasibility of using NSLP Section 4 and 11 funds to purchase fresh fruits and vegetables through the Department of Defense (DOD), Defense Supply Center Philadelphia (DSCP), both parties mutually agree to amend this agreement. The DSCP will purchase and deliver fresh produce to shipping points designated by RAs. The agreement will be amended to include the following requirements for participating in the Section 4 and 11 portion of the Fresh Fruit and Vegetable Project:

II.

ORDERING SYSTEM

a. When orders are placed with the DSCP, the RA will identify if the order is to be paid for by the RA with NSLP Section 4 and 11 funds.
b. Orders will only be placed for items in accordance with the Berry amendment (10 U.S.C. 2241 note). The Berry amendment provides that DOD may purchase only domestic food products unless DOD makes a formal finding that the product cannot be acquired as and when needed in a satisfactory quality and sufficient quantity at U.S. market prices. In addition, the DPSC shall ensure that purchases of fresh product are in accordance with the Buy American requirements of Section 3 (h) of Pub. L.100-237 (U.S.C. 612c note) and 7 C.F.R. 250.23.

SHIPMENT AND DELIVERY

a. The RA will check all deliveries against invoices to ensure proper receipt of fresh products.

BILLINGS

a. The RA shall pay DPSC for all fresh product ordered and delivered. The amount owed shall be the actual case price plus a DPSC surcharge. The surcharge includes all DPSC expenses related to orders, acquisition, vendor invoicing, customer assistance, transportation and cold storage costs.
b. All billings are to be paid by the RA to the address specified by the DPSC within 30 days using Section 4 and 11 funds from the NSLP reimbursements received by the RA.

III.

All terms and conditions of the original agreement as amended not in conflict with this amendment, are continued in full force and effect.

This amendment is effective upon signature by both parties.

Name of School: Fort Bend County Juvenile Detention Center	Texas Department of Agriculture
Signature of Representative: Date: 4-7-09	Signature of Representative: Date:

Robert E. Hebert, County Judge

FRESH FRUITS AND VEGETABLES
Information Sheet

School Year 2009-2010

If you want to participate during school year 2009-2010 in the FFV Program, please complete this Information Sheet and return it with your contract renewal packet by the designated due date.

1. Request deliveries be made to 1 site(s). Indicate a number in the blank. List below if only one site.

Name of school: Fort Bend County Juvenile Detention Center

Contact Name: Brian Fraser

Email Address: frasebri@co.fort-bend.tx.us

Address of school: 122 Golfview Drive

City/Zip: Richmond 77469

If more than one site, attach a list of sites to this survey. Include contact names, email addresses and their physical addresses.

2. Complete the general information listed below:

School Name: Fort Bend County Juvenile Detention Center	
Physical Address: 122 Golfview Drive	City/Zip: Richmond 77469
Mailing Address: same	City/Zip: same
Person to be contacted about ordering or money problems: Brian Fraser, Detention Superintendent	
Telephone No.: (including area code) 281-633-7303	Fax No: (including area code) 281-633-7342
Commodity Contract No: 079017A	Educational Service Center Region No:
E-mail addresses: (for reports to be sent to): frasebri@co.fort-bend.tx.us	

3. List your delivery day preferences (1-5 with 1 being first choice, 2 second choice, etc.). Monday deliveries are not easily accommodated, but every effort will be made to meet your needs.

1 Monday 2 Tuesday 3 Wednesday 4 Thursday 5 Friday

4. When is the first day of your 2009-2010 school year? August 24, 2009

SIGNATURE: _____ Date: 4-7-09

Robert E. Hebert, County Judge

TO BE COMPLETED BY COMMODITY DISTRIBUTION STAFF

Total Meals:	ESC Region:

With a few exceptions, you have the right to request and be informed about the information that the Texas Department of Agriculture (TDA) obtains about you. You are entitled to receive and review the information upon request. You also have the right to ask TDA to correct information that is determined to be incorrect (Government Code, Sections 552.021, 552.023, 559.004). To find out about your information and your right to request corrections, please contact the Food Distribution Program.

FOR TDA USE ONLY

Signature – TDA Representative	Date

AGENDA ITEM

31

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: MARCH 26, 2009	Submitted By: MICH EL DAVIS
	Department: PARKS – 6601 A
Court Agenda Date: APRIL 7, 2009	Phone Number: 281-835-9419 / 281-642-3716

SUMMARY OF ITEM:
Take all appropriate action to authorize County Judge to sign the Summer Food Special Nutrition Program agreement for Fort Bend County to apply for the FY 2009 Summer Food Program and authorize submission of the application.

RENEWAL AGREEMENT/APPOINTMENT YES ☒ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☒

List Supporting Documents Attached: *Summer Food Application and Certificate of Authority*

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDNG SOURCE: Accounting Unit:100660999 Number:
Activity (If Applicable): G660-09SummerFd

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:
- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:
Original Form Submitted with back up to County Judge's Office ☒ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☒	Auditor	(281-341-3774)	☒	Comm. Pct. 1	(281-342-0587)
☐	Budget Officer	(281-344-3954)	☒	Comm. Pct. 2	(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	☒	Comm. Pct. 3	(281-242-9060)
☒	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☐	County Clerk	(281-341-8697)
☐	Other:		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Recommend Summer Food Special Nutrition Programs Application be approved for signature by Commissioner's Court.

Special Handling Requested (specify):

COUNTY JUDGE
RECEIVED
MAR 27 2009

4-13-09 copy received

Texas Department of Agriculture

Summer Food Service Program
Application for Participation

Form H1506
January 2009

Give as much information as possible. Attach additional sheets if needed; identify each attachment with the name of the contracting organization.

For TDA Staff Only	
Contract No.	TX No.
Eff. Date	FY
Approved for: ☐ Breakfast ☐ A.M. Supp. ☐ Lunch ☐ P.M. Supp. ☐ Supper ☐ All	

Section I – Sponsor Information

Sponsoring Organization Name	Texas ID No.	Telephone No.	Hotline No.
FORT BEND COUNTY	[redacted]	281-835-9419	281-835-9419
Mailing Address (Street or P.O. Box, City, State, ZIP)			
P.O. BOX 509, FRESNO, TX 77545			
Street Address (if different)		E-mail Address	
9555-A HIGHWAY 6 SOUTH, MISSOURI CITY, TX 77459		arrialet@co.fort-bend.tx.us	
Name of Administrator		Title	
LETICIA ARRIAGA		PROGRAM DIRECTOR	
Name of SFSP Contact Person		Telephone No. of Contact Person (include Area Code)	
LETICIA ARRIAGA		281-835-9419	

A. Sponsor Classification (Check all that apply):

☐ **National Youth Sports Program** ☐ **Residential Camp** ☐ **Nonresidential Summer Camp**

☒ **Unit of Government** – Contractor certifies that all food service sites are operated directly by the contractor.

☐ **Private Nonprofit**

B. Is your program a year-round program? ..... ☐ **Yes** ☒ **No**

C. Type of Sponsor:

☐ **Public Entity**

Is your agency considered to be owned/operated? ..... ☐ **Yes** ☒ **No**

Do you deposit your program reimbursement directly into the State Treasury? ..... ☐ **N/A** ☐ **Yes** ☒ **No**

Do you deposit your program reimbursement into a local bank? ..... ☐ **N/A** ☒ **Yes** ☐ **No**

If "Yes," is it direct deposit? ..... ☐ **Yes** ☒ **No**

☐ **Private Nonprofit Organization – Tax-exempt status established.** Attach letter of determination (IRS 501(c)(3)) of tax-exempt status from IRS.

Do you deposit your program reimbursement into a local bank? ..... ☐ **N/A** ☐ **Yes** ☒ **No**

If "Yes," is it direct deposit? ..... ☐ **Yes** ☒ **No**

D. Does the organization provide an ongoing year-round service to the community that is to be served by the Summer Food Service Program (SFSP)? ..... ☐ **Yes** ☒ **No**

If "No," which of the following circumstances applies?

☐ **Residential Camp** ☒ **Failure to operate would deny program to a poor area**

☐ **Serves Migrant Children** ☒ **Failure to operate would deny a significant number of children access to program**

E. Does the organization expend $500,000 or more in federal funds yearly? ..... ☒ **Yes** ☐ **No**

Attach a copy of the audit covering last year's program operation or documentation that an audit conforming with SFSP policy will be conducted, including the date it will be conducted.

Section II – Budget

A. Estimate all SFSP costs that will be claimed for reimbursement for the program year.

1. Estimated Operational Costs	Program Year Costs
Program Labor	$32,760.00
Fringe Benefits	$2,506.14
Food	$64,000.00
Non-food Supplies	$5,500.00
Utilities	
Rent	
Equipment Use Fee	
Rental of Equipment	
Transportation – Rate per mile:	
Other (specify):	
Other (specify):	
Other (specify):	
Total 1	$104,766.14

2. Estimated Administrative Costs	Program Year Costs
Administrative Labor (mgmt., monitor, clerical)	$11,808.00
Fringe Benefits	$903.32
Rental of Office Space	
Utilities	
Office Supplies	
Office Building Maintenance	
Equipment Use Fee	
Audit Fees	
Legal Fees	
Transportation – Rate per mile: $0.55	$3,200.00
Other (specify):	
Other (specify):	
Total 2	$15,911.34

B. Indicate projected income to the food service from all sources other than SFSP reimbursement. Identify exactly the costs this income will cover. (Do not include state or federal funds.)

Source of Income	Amount	Will be used for:
N/A	N/A	N/A
Source of Income	Amount	Will be used for:
M/A	N/A	N/A

Section III – Management Plan

A. List administrative-level personnel who will be responsible for management and monitoring of the SFSP. (Do not include site supervisors, cooks, janitors or other personnel involved in on-site food service.)

Title of Position	Number in Position	Specific Food Services Program Duties
PROGRAM DIRECTOR	1	OVERALL MANAGEMENT OF PROGRAM OPERATIONS
MONITOR	3	Conducts 1 & 4 wk site evaluations; file/reports daily operations

B. Are children charged separately for meals? ☐ Yes ☒ No
If "Yes," complete Form H1506 - A (page 2) and submit with this application.

C. Do you want to receive advance payments:
for operational costs? ☒ Yes ☐ No
for administrative costs? ☒ Yes ☐ No

D. If meal service is self-preparation, do you want to receive commodities? ☐ Yes ☒ No
If "Yes," Form H1608, *Application and Agreement for Receipt of USDA-Donated Commodities*, must be completed and returned with your SFSP application.

Section IV – Program Operation

A.1. Beginning and Ending Dates of Meal Service		A.2. Number of Sites
From: JUNE 8, 2009	**To:** JULY 31, 2009	15

B. List dates and topics of SFSP training.

Dates	Topics
June 5, 2009	Orientation-rules/regulations, guidelines, employment, staff development, food safety, civil rights
	And educational programs.

C. Is the organization currently contracting with a year-round food service management company? ☐ Yes ☒ No
If "Yes," submit a copy of your procurement procedures, bid, contract and **all amendments;** skip Item D. If "No," complete Item D.

D. Is the organization planning to contract with a food service management company? ☒ Yes ☐ No
If "Yes," and the contract will exceed $25,000, attach a copy of Form H1628, *Invitation for Bid and Contract (FNS-688).*
Also provide:

Date of Bid Publication	Place of Publication	Date of Bid Opening	Time of Bid Opening
April 29 & May 6, 2009	Houston Chronicle/Fort Bend Herald	May 14, 2009	9:00 A.M.

Is bid expected to be $100,000 or more?	If "Yes," give place of bid opening.
☒ Yes ☐ No	FORT BEND COUNTY PURCHASING DEPARTMENT

Also, attach a copy of a minimum 11-day cycle menu, including all specific menus to be used.

E. Attach a copy of the letter that has been (or will be) sent by the organization to the local health department notifying it of intent to operate a Food Service Program at the site(s) indicated on the attached Form H1507, Site Information.

F. Are you implementing the option to allow off-site consumption of food? ☒ All Sites ☐ Some Sites ☐ No Sites

Section V – Assurances

A. Free Meal Policy Statement

1. The sponsoring organization assures the Texas Department of Agriculture (TDA) that all children at the sites described on the site(s) information sheets (Form H1507) for the Summer Food Service Program will be offered the same meals with no physical segregation of, or other discrimination against, any child because of race, color, national origin, sex, age or disability. No separate charge will be made for any meal except in accordance with Form H1506-A of this application.
2. The sponsoring organization assures TDA that, if it is sponsoring camps or other enrollment programs:
   - the sponsoring organization has or will obtain family size and income data about all children whose meals will be reported as free or reduced-price; and
   - the children claimed as free or reduced-price meet the current family size and income standards set by the United States Department of Agriculture, TDA Form H4504, Income Standards for Determining Free and Reduced-Price Eligibility.

3. If the sponsoring organization is sponsoring a camp or other enrollment program that charges separately for meals, the sponsoring organization has completed Form 1506-A to this application, "Additional Assurances for Camps and Other Enrollment Programs that Charge Separately for Meals; Collection of Payment Options for Programs that Charge Separately for Meals," and assures TDA that all requirements have been or will be met.

B. Public Release

1. The sponsoring organization will make efforts to ensure that the local news media will make a public announcement of the program and will supply them with a news release.

   If the sponsoring organization is sponsoring a camp or other enrollment program, this release must contain, at a minimum, a list of all approved sites, a list of the current standards for determining free and reduced-price eligibility, and the following statement:

   "The Fort Bend County Parks Department announces the sponsorship of the Summer Food Service Program.
   (name of the organization)
   Income eligibility will be based on family size and income using the Standards for Determining Free and Reduced-Price Eligibility, provided by the United States Department of Agriculture (USDA). Meals will be provided at the site(s) listed. In accordance with federal law and USDA policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability.

   To file a complaint of discrimination, write USDA, Office of Adjudication and Compliannce, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202)260-1026, (866)632-9992 (toll-free) or (202)401-0216(TDD). USDA is an equal opportunity provider and employer."

   For all other groups, the announcement must contain, at a minimum, a list of all approved sites and the following statement:

   "The Fort Bend County Commissioner's Court announces the sponsorship of the Summer Food Service Program.
   (name of the organization)
   Meals will be provided at the site(s) listed. In accordance with federal law and USDA policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability.

   To file a complaint of discrimination, write USDA, Director, Office of Adjudication and Compliance, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202)260-1026, (866)632-9992 (toll-free) or (202)401-0216(TDD). USDA is an equal opportunity provider and employer."

2. This public release was or will be published in the following news media outlet(s):

Name of Media Outlet	Date of Release
Fort Bend Herald	May 15, 2009

Name of Media Outlet	Date of Release

3. Attach a copy of the sponsoring organization's public release statement as submitted to the news media and any other materials used to publicize the program's availability and nondiscrimination requirements.

Section VI – Waiver Requests (Check all for which you are applying; submit appropriate waiver request form and documentation.)

- ☐ **Waiver to operate more than 25 sites (nonprofit organizations only). Complete and submit Form H1570.**
- ☐ **Waiver of the 15-consecutive school day requirement for year-round school program sites. Complete and submit Form H1571.**
- ☐ **Waiver of the time restrictions for meal service. Complete and submit Form H1572.**
- ☐ **Waiver of Number and Type of Meals Served at an SFSP Site. Complete and submit Form H1573.**

Section VII – Certification (see also Form H1506-B, *Criminal Provisions and Penalties*)

I certify that the information on this application is true and correct to the best of my knowledge. I certify that reimbursement will be claimed only for approved meals served to eligible children during the hours they are in attendance at approved sites. I know that deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes.

Signature – Official of Sponsoring Organization

4-7-09
Date

Name (please type or print)	Title
ROBERT E. HERBERT	COUNTY JUDGE

For TDA Use Only

☐ **Approved** ☐ **Denied (reason):** _____

Signature – TDA Representative

Date

Name (please type or print)	Title

Texas Department of
Agriculture

Form H4508
July 2008

Food and Nutrition Division

Certificate of Authority

This is to certify that the following person(s):

Name of Authorized Representative (Type or print in the following order: prefix, first name, middle name or initial, last name and suffix.)	Title
SONYA SANTEE	PERSONNEL COORDINATOR
E-mail Address	Area Code and Telephone Number
santeson@fort-bend.tx.us	281-835-9419

Signature – Authorized Representative — Date of Signature: 3/25/09

Name of Authorized Representative (Type or print in the following order: prefix, first name, middle name or initial, last name and suffix.)	Title
LETICIA ARRIAGA	PROGRAM DIRECTOR
E-mail Address	Area Code and Telephone Number
arrialet@co.fort-bend.tx.us	281-835-9419

Signature – Authorized Representative — Date of Signature: 3/25/09

is (are) designated as an Authorized Representative of

Name of Contracting Organization		
FORT BEND COUNTY		
Address (Street, City, State, ZIP Code)		
309 SOUTH FOURTH STREET, SUITE 719, RICHMOND, TEXAS 77469		
Program (TX) No.	Contract No.	Commodity Agreement No.
TX – 079-1001	**75 –**	**75 –**

The representative(s) designated above, and myself, acknowledge that each is individually authorized on behalf of the contracting organization to make written agreements with the Texas Department of Agriculture (TDA) to operate a food program, to sign documents or reports about the agreement and to present claims for reimbursement, when appropriate, to the agency.

By signing this document, we certify individually and collectively that to the best or our knowledge and belief, all documents submitted physically or electronically on behalf of the above named contracting organization pursuant to our participation in any and all programs administered by Food and Nutrition Division, TDA, are/will be true and correct in all respects, that they are/will be completed according to the terms and conditions of existing agreements, including amendments, that records are/will be available to support any and all claims and that we will not submit claims (excluding amended/adjusted claims) for goods or services for which we have already received payment. We recognize that we are fully responsible for any excess amounts which may result from errors made in relation to the completion and submission of claims. We are also aware that deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes.

Name of Official of Contracting Organization (Type or print in the following order: prefix, first name, middle name or initial, last name and suffix.)	Title
ROBERT E. HEBERT	COUNTY JUDGE
E-mail Address	Area Code and Telephone Number
herbertb@co.fort-bend.tx.us	281-341-8608

Signature — Official of Contracting Organization — Date of Signature: 4-7-09

Deleted Authorized Representatives: A contracting organization may not have more than three (3) authorized representatives, including the official of the contracting agency. If you are deleting an authorized representative, list the name(s) of the individual(s) to be removed as authorized representative(s) below:

Name of Deleted Representative	Name of Deleted Representative	Name of Deleted Representative

For TDA Use Only

Received By	Date Received

AGENDA ITEM

32
A B C

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 3-25-2009	**Submitted By: Yvette R. Maldonado**
	Department: Public Transportation
Court Agenda Date: 4-7-2009	**Phone Number: 281-633-7433 Ext 5**

SUMMARY OF ITEM:

1) Take all appropriation action to execute Contract Amendment No 3 for Section 5311 Rural Transportation Program Contract No 51812F7098, State Project No RPT 0803(12)31, to amend the project budget.
2) Take all appropriation action to execute Contract Amendment No 2 for Section 5311 Rural Transportation Program Contract No 51912F7019, State Project No RPT 0901(12), to amend the project budget.
3) Take all appropriate action to authorize County Judge to sign and the Transportation Director to submit FY09 Rural Section 5311 Project Grant Agreement, State Project No ED 0903(12), Contract No 51912F7050 to the Texas Department of Transportation to receive Federal funds in the amount of $122,808, with an estimated local match required through August 31, 2010.

RENEWAL AGREEMENT/APPOINTMENT	YES	☐	NO	☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE:	YES	☒	NO	☐

List Supporting Documents Attached: *TxDot Contracts*

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDNG SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☒ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☒	Auditor	(281-341-3774)	☒	Comm. Pct. 1	(281-342-0587)
☒	Budget Officer	(281-344-3954)	☒	Comm. Pct. 2	(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	☒	Comm. Pct. 3	(281-242-9060)
☒	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☐	Other:		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify): Contract Documents are due back to TxDOT April 7, 2009.

4-13-09 copy received

SUBRECIPIENT: FORT BEND COUNTY
STATE/LOCAL PUBLIC TRANSPORTATION
(SECTION 5311) GRANT AGREEMENT – FEDERAL
PROJECT GRANT AGREEMENT NO.: 51812F7098
STATE PROJECT NO.: RPT 0803(12)31

STATE/LOCAL PUBLIC TRANSPORTATION GRANT AGREEMENT FEDERAL FUNDS AMENDMENT # 3

THIS AMENDMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the "State", and Fort Bend County, hereinafter called the "Subrecipient".

WITNESSETH

WHEREAS, the State and the Subrecipient executed a Grant Agreement on June 17, 2008, which provided for the expenditure of funds pursuant to the provisions of the *Transportation Code*, Chapter 455, which authorizes the State to assist the Subrecipient in procuring aid for the purpose of establishing and maintaining public and mass transportation projects and to administer funds appropriated for public transportation under *Transportation Code*, Chapter 456; and,

WHEREAS, it has become necessary to amend that grant agreement;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the State and the Subrecipient do agree as follows:

AGREEMENT

Article 1. Description of Amended Items

The Subrecipient has requested to amend the budget and the State has approved the request. Attachment B, hereto attached, is the revised project budget and shall replace the budget page as amended and is included with the above-mentioned Grant Agreement. Maximum amount of Federal dollars payable ($ 220,596.00) remain unchanged.

All other provisions of the original grant agreement are unchanged and remain in full force and effect.

Article 2. Signatory Warranty

The signatories to this amendment warrant that each has the authority to enter into this agreement on behalf of the organization they represent.

IN WITNESS WHEREOF, THE STATE AND THE SUBRECIPIENT have executed duplicate counterparts to effectuate this agreement.

FORT BEND COUNTY
Name of Subrecipient

By: _____
Signature

Robert E Hebert
Printed Name

County Judge
Title

4-7-09
Date

THE STATE OF TEXAS

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

By: _____
Elvia R. Cardinal, P.E.,
for: Delvin L. Dennis, P.E., District Engineer,
Houston District

Title: Director of Advanced Transportation Planning

Date: _____

Fort Bend County

Public Transportation Budget-Attachment B

AS PER ORIGINAL

FY 2008

Original Budget				§5311	Original Budget		
Legend	Federal Share Calculator			§5311			
Totals				Federal	State	Local	Total
DropDowns			Project #	RPT 0803(12)3	RPT 0801 (12)		
Locked Cell			Grant #	51812F7098	51812F7019		
Data Entry			Start Date	05/06/08			
Title Cells			End Date	08/31/09	08/31/08		
			Revision Date	09/04/08	06/02/08		

Original Budget			Total of All Programs	§5311			§5311
Capital Description	ALI Code	Fuel Type		Federal	State	Local	Total
Replace- Bus <30'	11.12.04		155,056				
Acquisition- Acquisitioned Hardwar	11.42.07		3,290	79	3,211		3,290
Acquisition- Acquisitioned Software	11.42.08		816	23	793		816
Build Park & Ride Lot	11.33.04		10,763		10,763		10,763
3rd Party Contract							
Acquisition - Miscellaneous Equipm	11.42.20		461		461		461
Acquisitions- Communications Syst	11.62.02		761	761			761
Preventive Maintenance	11.7A.00						
Purchase of Service	11.71.13		73,882	50,680	23,202		73,882
Preventive Maintenance-5310	11.7A.00						
Purchase of Service-5310	11.71.13		251,095				
ALL 5310 Capital							
Capital Subtotal			496,124	51,543	38,430		89,973

Original Budget	Federal	State	Local	Total
Administration Costs	52,941	25,733		78,674
Planning Costs				
Total Admin/Planning Costs	52,941	25,733		78,674

Original Budget	Federal	State	Local	Total
Gross Operating	65,609	20,748		86,357
Farebox Revenue	14,497			14,497
Net Operating	51,112	20,748		71,860

Original Budget		§5311		
	Total	Federal	State	Local	Total
Total Transit Budget	646,658	155,596	84,911	-	240,507

Revisions				Revisions			
			Amend/Revision #	Amend. 3			
On Line 47, Select either the Amend Number or the Revision Number, as appropriate.			Start Date	05/06/08			
			End Date	08/31/09	08/31/08		
			Revision Date	03/16/09	06/02/08		

		Quantity &	Total of All Programs	§5311			
Capital Description	ALI	Fuel Type		Federal	State	Local	Total
Replace- Bus <30'	11.12.04						
Acquisition- Acquisitioned Hardwar	11.42.07		(12)	(12)			(12)
Acquisition- Acquisitioned Software	11.42.08		19	19			19
Build Park & Ride Lot	11.33.04						
3rd Party Contract							
Acquisition - Miscellaneous Equipm	11.42.20						
Acquisitions- Communications Syst	11.62.02		135	135			135
Preventive Maintenance	11.7A.00						
Purchase of Service	11.71.13		(1,391)	(1,391)			(1,391)
Preventive Maintenance-5310	11.7A.00						
Purchase of Service-5310	11.71.13		251,095				
ALL 5310 Capital							
Capital Subtotal			249,846	-1,249			-1,249

Revisions	Federal	State	Local	Total
Administration Costs	1,250			1,250
Planning Costs				
Total Admin/Planning Costs	1,250			1,250

Revisions	Federal	State	Local	Total
Gross Operating	-1			-1
Farebox Revenue				
Net Operating	-1			-1

		§5311		§5311
	Total	Federal	State	Local	Total
Total Transit Budget	251,095	-	-	-	

Revised Budget			Revised Budget	Revised Budget			
			Start Date	05/06/08			
			End Date	08/31/09	08/31/08		
			Revision Date	03/16/09	06/02/08		

			Total of All Programs	§5311			
Capital Description	ALI Code	Fuel Type		Federal	State	Local	Total
Replace- Bus <30'	11.12.04		155,056				
Acquisition- Acquisitioned Hardwar	11.42.07		3,278	67	3,211		3,278
Acquisition- Acquisitioned Software	11.42.08		835	42	793		835
Build Park & Ride Lot	11.33.04		10,763		10,763		10,763
3rd Party Contract							
Acquisition - Miscellaneous Equipm	11.42.20		461		461		461
Acquisitions- Communications Syst	11.62.02		896	896			896
Preventive Maintenance	11.7A.00						
Purchase of Service	11.71.13		72,491	49,289	23,202		72,491
Preventive Maintenance-5310	11.7A.00						
Purchase of Service-5310	11.71.13		251,095				
ALL 5310 Capital							
Capital Subtotal			494,875	50,294	38,430		88,724

Revised Budget	Federal	State	Local	Total
Administration Costs	54,191	25,733		79,924
Planning Costs				-
Total Admin/Planning Costs	54,191	25,733		79,924

Revised Budget	Federal	State	Local	Total
Gross Operating	65,608	20,748		86,356
Farebox Revenue	14,497			14,497
Net Operating	51,111	20,748		71,859

Revised Budget		§5311		§5311
	Total	Federal	State	Local	Total
Total Transit Budget	646,658	155,596	84,911	-	240,507

Subrecipient: **Fort Bend County**
Section 5311 Grant agreement
Project Grant Agreement: RPT 0901(12)
State Project: 51912F7019

STATE/LOCAL PUBLIC TRANSPORTATION GRANT AGREEMENT
STATE FUNDS AMENDMENT #2

THIS AMENDMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the "State", and the **Fort Bend County**, hereinafter called the "Subrecipient".

WITNESSETH

WHEREAS, the State and the Subrecipient executed a Grant Agreement on October 10, 2008, which provided for the expenditure of funds pursuant to the provisions of the *Transportation Code*, Chapter 455, which authorizes the State to assist the Subrecipient in procuring aid for the purpose of establishing and maintaining public and mass transportation projects and to administer funds appropriated for public transportation under *Transportation Code*, Chapter 456; and,

WHEREAS, it has become necessary to amend that grant agreement;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the State and the Subrecipient do agree as follows:

AGREEMENT

Article 1. Description of Amended Items

The Subrecipient has requested to amend the budget and the State has approved the request. Attachment B, hereto attached, is the revised project budget and shall replace the budget page as amended and is included with the above-mentioned Grant Agreement. The maximum amount of state dollars payable ($ 108,735.00) remain unchanged.

All other provisions of the original grant agreement are unchanged and remain in full force and effect.

Article 2. Signatory Warranty

The signatories to this amendment warrant that each has the authority to enter into this agreement on behalf of the organization they represent.

IN WITNESS WHEREOF, THE STATE AND THE SUBRECIPIENT have executed duplicate counterparts to effectuate this agreement.

FORT BEND COUNTY
Name of Subrecipient

By: _____
Signature

Robert E. Hebert
Printed Name

County Judge
Title

4-7-09
Date

THE STATE OF TEXAS

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

By: _____
Signature
Elvia R. Cardinal, P.E.,
for: Delvin L. Dennis, P.E., District Engineer,
Houston District

Title: Director of Advanced Transportation Planning

Date: _____

Fort Bend County

Public Transportation Budget-Attachment B

AS PER ORIGINAL

FY 2009

Original Budget				§5311 Original Budget			
Legend	Federal Share Calculator			§5311			
Totals				Federal	State	Local	Total
DropDowns							
Locked Cell			Project #		RTP 0901(12)		
Data Entry			Grant #		51912f7019		
Title Cells			Start Date		09/01/08		
			End Date		08/31/09		
			Revision Date		01/20/09		
Original Budget			Total of All Programs		§5311		§5311
Capital Description	ALI Code	Fuel Type		Federal	State	Local	Total
Acquisition- Acquisitioned Hardwar	11.42.07		54		54		54
Acquisition- Acquisitioned Software	11.42.08		16		16		16
Acquisitions- Communications Syst	11.62.02		525		525		525
Replace- Bus <30'	11.12.04	Gasoline (ULEV)	79,560				
Preventive Maintenance	11.7A.00						
Purchase of Service	11.71.13		34,952		34,952		34,952
Preventive Maintenance-5310	11.7A.00						
Purchase of Service-5310	11.71.13						
ALL 5310 Capital							
Capital Subtotal			115,107		35,547		35,547
Original Budget				Federal	State	Local	Total
Administration Costs			36,510		36,510		36,510
Planning Costs							
Total Admin/Planning Costs			36,510		36,510		36,510
Original Budget				Federal	State	Local	Total
Gross Operating			36,678		36,678		36,678
Farebox Revenue							
Net Operating			36,678		36,678		36,678
Original Budget					§5311		
			Total	Federal	State	Local	Total
Total Transit Budget			188,295	-	108,735	-	108,735

Revisions				Revisions			
On Line 47, Select either the Amend Number or the Revision Number, as appropriate.			Amend/Revision #		Amend. 2		
			Start Date		09/01/08		
			End Date		08/31/09		
			Revision Date		03/16/09		
		Quantity &	Total of All Programs		§5311		
Capital Description	ALI	Fuel Type		Federal	State	Local	Total
Acquisition- Acquisitioned Hardwar	11.42.07		(10)		(10)		(10)
Acquisition- Acquisitioned Software	11.42.08		11		11		11
Acquisitions- Communications Syst	11.62.02		62		62		62
Replace- Bus <30'	11.12.04	Gasoline (ULEV)					-
Preventive Maintenance	11.7A.00						
Purchase of Service	11.71.13		(2,659)		(2,659)		(2,659)
Preventive Maintenance-5310	11.7A.00						
Purchase of Service-5310	11.71.13						
ALL 5310 Capital							
Capital Subtotal			(2,596)		-2,596		-2,596
Revisions				Federal	State	Local	Total
Administration Costs			(1,006)		-1,006		(1,006)
Planning Costs							
Total Admin/Planning Costs			(1,006)		-1,006		-1,006
Revisions				Federal	State	Local	Total
Gross Operating			3,602		3,602		3,602
Farebox Revenue							
Net Operating			3,602		3,602		3,602
					§5311		§5311
			Total	Federal	State	Local	Total
Total Transit Budget				-	-	-	

Revised Budget	Revised Budget			Revised Budget			Revised Budget
			Start Date		09/01/08		
			End Date		08/31/09		
			Revision Date		03/16/09		
			Total of All Programs		§5311		
Capital Description	ALI Code	Fuel Type		Federal	State	Local	Total
Acquisition- Acquisitioned Hardwar	11.42.07		44		44		44
Acquisition- Acquisitioned Software	11.42.08		27		27		27
Acquisitions- Communications Syst	11.62.02		587		587		587
Replace- Bus <30'	11.12.04	Gasoline (ULEV)	79,560				
Preventive Maintenance	11.7A.00						
Purchase of Service	11.71.13		32,293		32,293		32,293
Preventive Maintenance-5310	11.7A.00						
Purchase of Service-5310	11.71.13						
ALL 5310 Capital							
Capital Subtotal			112,511		32,951		32,951
Revised Budget				Federal	State	Local	Total
Administration Costs			35,504		35,504		35,504
Planning Costs							-
Total Admin/Planning Costs			35,504		35,504		35,504
Revised Budget				Federal	State	Local	Total
Gross Operating			40,280		40,280		40,280
Farebox Revenue							-
Net Operating			40,280		40,280		40,280
Revised Budget					§5311		§5311
			Total	Federal	State	Local	Total
Total Transit Budget			188,295	-	108,735	-	108,735

SUBRECIPIENT: Fort Bend County
STATE/LOCAL PUBLIC TRANSPORTATION (SECTION 5311) GRANT AGREEMENT
CFDA #: 20.509
PROJECT GRANT AGREEMENT #: **RPT 0903 (12) 32**
STATE CONTRACT #: 51912F7150
MASTER GRANT AGREEMENT #: 517XXF7019

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

STATE/LOCAL RURAL PUBLIC TRANSPORTATION FISCAL YEAR 2009 FEDERAL FUNDS PROJECT GRANT AGREEMENT

THIS PROJECT GRANT AGREEMENT (PGA) is made by and between the State of Texas, acting through the Texas Department of Transportation, hereinafter called the "State," and Fort Bend County , hereinafter called the "Subrecipient."

W I T N E S S E T H

WHEREAS, 49 U.S.C. Section 5311, provides that eligible recipients may receive federal funds through the Rural Public Transportation Grant Program, a federal assistance program administered by the Federal Transit Administration to enhance the access of persons living in rural areas to health care, shopping, education, recreation, public services, and employment by encouraging the maintenance, development, improvement, and use of passenger transportation systems; and,

WHEREAS, Transportation Code, Chapter 455, authorizes the State to assist the Subrecipient in procuring aid for the purpose of establishing and maintaining public and mass transportation projects and to administer funds appropriated for public transportation under Transportation Code, Chapter 456; and,

WHEREAS, the Governor of the State of Texas has designated the Texas Department of Transportation (State) to receive federal funds under the Rural Public Transportation Grant Program, to administer a statewide Rural Public Transportation Grant Program, and to provide state funds to match federal funds; and,

WHEREAS, the Subrecipient submitted a Fiscal Year 2009 Grant Application, Part I (GA Part I) for state financial assistance for a rural public transportation project generally including training, technical assistance, research, or support services related to public transportation in nonurbanized areas, and the Texas Transportation Commission approved the application by Minute Order Number 111619; and,

WHEREAS, the Subrecipient must execute a GA Part I and a Fiscal Year 2009 Grant Application, Part II (GA Part II) for consideration for new state and/or federal grants.

WHEREAS, a Master Grant Agreement (MGA) between the Subrecipient and the State has been adopted and states the general terms and conditions for grant projects developed through this PGA:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, the State and the Subrecipient hereto agree as follows:

AGREEMENT

ARTICLE 1. GRANT TIME PERIOD

This PGA becomes effective when fully executed by both parties or on **February 1, 2009,** whichever is later. This PGA shall remain in effect until **August 31, 2010** unless terminated or otherwise modified in an Amendment. This PGA will not be considered fully executed until both parties have executed a MGA, and the Subrecipient has submitted the GA Part I to the State. The time period of this PGA cannot be extended past the MGA without exception. Any cost incurred before or after the contract period shall be ineligible for reimbursement.

ARTICLE 2. PROJECT DESCRIPTION

The Subrecipient shall commence, carry out and complete the public transportation project described in the GA Part I and/or the attached Attachment A - Approved Project Description (Attachment A), with all practicable dispatch, in a sound, economical and efficient manner.

The Subrecipient shall carryout the public transportation project described in the GA Part I and the Attachment A in accordance with all of the documents associated with the MGA, and with all applicable federal and state laws and/or regulations.

If applicable, the Subrecipient shall begin competitive procurement procedures by issuing an invitation for bids or a request for proposals no later than sixty (60) days after the effective date of this grant agreement for the purchase of the approved line item(s) referenced in Attachment A. No later than sixty (60) days after the issuance of public notification, the Subrecipient shall publicly open all bids or privately review proposals. The Subrecipient shall enter into a binding agreement with a supplier no later than thirty (30) days after the opening of an acceptable bid or proposal. The Subrecipient shall notify the department in writing when it is necessary to exceed these deadlines.

ARTICLE 3. COMPENSATION

The maximum amount payable under this PGA without modification is **$122,808** provided that expenditures are made in accordance with the amounts and for the purposes authorized in the GA Part I, the Attachment "A" Approved Project Description, and the Attachment "B" - Master Budget Page.

The original and one copy of the invoice is to be submitted to the following address:

Delvin L. Dennis, P.E., District Engineer
Texas Department of Transportation
P.O. Box 1386
Houston, Texas 77251-1386

ARTICLE 4. AMENDMENTS

Except as noted in the MGA, changes in the scope, objectives, cost or duration of the project authorized herein shall be enacted by written amendment approved by the parties hereto before additional work may be performed or additional costs incurred. Any amendment so approved must be executed by both parties within the grant period specified in the MGA Article 1, Grant Time Period.

ARTICLE 5. SUCCESSORS AND ASSIGNS
The Subrecipient binds themselves, their successors, assigns, executors and administrators in respect to all covenants of this agreement. The Subrecipient shall not sign, sublet or transfer their interest in this agreement without the written consent of the State.

ARTICLE 6. LEGAL CONSTRUCTION
In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 7. PRIOR AGREEMENTS
This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the public transportation grant specifically authorized and funded under this agreement.

ARTICLE 8. INCORPORATION OF PROVISIONS.
Attachments are attached hereto and incorporated into this contract as if fully set forth herein.

ARTICLE 9. SIGNATORY WARRANTY
The undersigned signatory for the Subrecipient hereby represents and warrants that he or she is an officer of the organization for which he or she has executed this agreement and that he or she has full and complete authority to enter into this agreement on behalf of the organization.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE STATE OF TEXAS	**FORT BEND COUNTY**
Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.	
By: _____	**By:** Robert Hebert
Elvia R. Cardinal, P.E., for: Delvin L. Dennis, P.E., District Engineer, Houston District	Signature of Authorized Officer Robert E. Hebert Typed, Printed or Stamped Name
Title: Director of Advanced Transportation Planning	**Title:** County Judge
Date: _____	**Date:** 4-7-09

List of Attachments
A - Approved Project Description
B - Master Budget Page

ATTACHMENT A

APPROVED PROJECT DESCRIPTION

The application for State and Federal assistance, as submitted to the State, is hereby incorporated into this agreement as the project description.

[Insert a Narrative Project Description]

Fort Bend County offers shared ride demand response service to residents of Fort Bend County. Trips are provided within Fort Bend County and into the Houston Medical Center. Reservations can be made up to 30-days in advance or no later than one (1) business day prior to the appointment time. Reservations are accepted between the hours of 8 a.m. and 5 p.m., Monday through Friday, excluding Holidays. Rides are scheduled for first drop off by 8 a.m. and last pick up at 5 p.m.

Commuter services are offered from park & ride locations in Fort Bend County and take residents to the Houston Greenway Plaza and the Houston Galeria. There are connections with METRO bus service when residents are dropped off at the METRO West Bellford park and ride lot.

Buses leave Sugar Land for Houston on weekdays between 5:10 a.m. and 8:10 a.m. and return trips from Houston to Sugar Land between the hours of 3:15 p.m. and 6:40 p.m. Cash fares are $2.25 for a one-way trip. into Greenway Plaza and the Galeria, and $1.00 for a one-way trip to the West Bellfort park and ride. This service does not operate on County Holidays.

For more information regarding transit services, please call (281) 633-7433 (ride).

ATTACHMENT B

MASTER BUDGET PAGE

[Insert Printed Copy of Electronic Budget Page]

Public Transportation Budget-Attachment B

Fort Bend County

AS PER ORIGINAL

Texas Department of Transportation

Select Fiscal Year----> FY 2009

Section I: Project Identification

Legend	Federal Share Calculator	§5311		
Totals		Federal	State	Local
DropDowns				
Locked Cell	Project #	RPT 0903(12)32	RTP 0901(12)	
Data Entry	Grant #	51912F7150	51912f7019	
Title Cells	Start Date	02/01/09	09/01/08	
	End Date	08/31/10	08/31/09	
	Entry Date	03/16/09	09/04/08	

Section II: Capital Costs

Description	ALI	Quantity & Fuel Type	Total of All Programs	§5311 Federal	§5311 State	§5311 Local	§5311 Total
Acquisition- Acquisitioned Hardware	11.42.07		105	71	34		105
Acquisition- Acquisitioned Software	11.42.08		41	31	10		41
Acquisitions- Communications Syste	11.62.02		1,073	745	328		1,073
Replace- Bus <30'	11.12.04	Gasoline (ULEV)	103,870	24,310			24,310
Preventive Maintenance	11.7A.00						
Purchase of Service	11.71.13		72,806	50,961	21,845		72,806
Preventive Maintenance-5310 Only	11.7A.00						
Purchase of Service-5310 Only	11.71.13						
All Other 5310 Capital							
		Capital Subtotal	369,895	76,118	22,217		98,335

Section III: Planning/Admin Costs

	Total	Federal	State	Local	Total
Administration Costs	60777	37,956	22,821		60,777
Planning Costs					
Total Admin/Planning Costs	60,777	37,956	22,821		60,777

Section IV: Operating Costs

	Total	Federal	State	Local	Total
Gross Operating	56540	25,158	31,382		56,540
Farebox Revenue	16424	16,424			16,424
Net Operating	40,116	8,734	31,382		40,116

Section V: Summary

	Total	§5311 Federal	§5311 State	§5311 Local	5311 Total
Total Transit Budget	470,788	122,808	76,420	-	199,228

Section VI: Summary

Source of Local Funds	Amount
TDC's	11,560
TDC's for FY09 5310 CTR 51912F7217	32,000
Total of Local Funds	43,560

33

Office of County Purchasing Agent
Gilbert D. Jalomo, Jr., CPPB

4520 Reading Road
Rosenberg TX 77471

Office (281) 341-8640
Fax (281) 341-8645

TO: Office of the County Judge
Fort Bend County, Texas

FROM: Gilbert Jalomo
County Purchasing Agent

SUBJECT: Agenda Items – Commissioners Court on April 7, 2009

Consent Agenda:

1. Authorize advertising for bids/proposals/statements of qualifications for the following: 17 A-F

   a. Summer food program;
   b. Fuel treatment program;
   c. Security fencing at Rosenberg Annex;
   d. Moving service for various departments;
   e. Design/Build renovations at Jane Long Annex;
   f. Third party credit card company for Transportation.

Regular Agenda:

1. Take all appropriate action on Bid 09-056 – Mellow Oaks Lane Extension Project. 33A

2. Take all appropriate action to approve upgrade of the telephone system from Walkercom for the George Memorial Brand Library utilizing Department of Information Resources (DIR) contract DIR-SDD-272, for an amount not to exceed $36,000.00. (Funding: Library: 100650100 64500). 33B

3. Take all appropriate action on the First Amendment to Contract for Software Installation and Installation Services (RFP #07-098) between Fort Bend County and VOTEC Corporation for additional amount not to exceed $52,000.00. (Funding: Elections: 300411101 65000). 33C

4. Take all appropriate action to consider granting an exemption to the competitive bid process as authorized by Section 262.024 (a)(7) Texas Local Government Code for the purchase of an item available from only one source for the following: 33 D

   a. Dispatch software from Priority Dispatch, for an amount not to exceed $70,000.00. (Funding: Sheriff 315560116) 33 D 1

   b. Maintenance of hazmat equipment from Air Instrumentation, for an amount not to exceed $27,000.00 (Funding: OEM 100580100 63000) 33 D 2

5. Take all appropriate action to approve telephone service agreement with Department of Information Resources (DIR) Communications Service Division service agreement. 33 E

6. Take all appropriate action to authorize the purchase of one (1) pickup truck for Constable Pct 3 pursuant to Bid 08-027. (Funding: Constable Pct 3 100550304 64500) 33 F

7. Take all appropriate action to purchase help desk software from SHI Government Solutions utilizing Department of Information Resources (DIR) contract DIR-SDD-198, for an amount not to exceed ~~$36,000.00~~ 48,000.00. (Funding: IT and Library). 33 G

8. Take all appropriate action on price increase request from Crop Production Services for item #21 pursuant to Bid 09-012 for Weed, Brush and Insect Control Materials. 33 H

9. Take all appropriate action on price increase request from Univar for item #21 pursuant to Bid 09-012 for Weed, Brush and Insect Control Chemicals. 33 I

10. Take all appropriate action on request to transfer the amount of $54.00 from Office Supplies into Information Technology to allocate funds for the upgrade from Windows 2000 to Windows XP. 9 D

Authorize advertising for Program Manager for Construction of Justice Center. 17 G

Fort Bend County Tabulation
Bid 09-056
Mellow Oaks Lane Extension Project

Recommendation: Jaho, Inc. for Base plus Alternate $67,249.30
Funding: Road and Bridge Fees and Services

Company	Base Bid	Alternate 1: 485 sq yds Cement Stabilized Crushed Concrete in lieu of Lime Stabilized Subgrade	Base Bid + Alternate	Completion Time in Calendar Days
Jaho, Inc. Humble	$56,045.80	$11,203.50	$67,249.30	45
E.L.Harris III Construction Fulshear	$59,885.53	$7,473.85	$67,359.38	30
C.E.Barker, Ltd. Montgomery	$70,096.57	$3,365.90	$73,462.47	45
Triple B Services, LLP Huffman	$65,123.75	$9,215.00	$74,338.75	30
Scohil Construction Services Houston	$72,858.00	$6,062.50	$78,920.50	60
El Dorado Paving Company Houston	$90,319.50	$11,882.50	$102,202.00	45
S & C Construction Co. Inc. Navasota	$88,730.00	$13,600.00	$102,330.00	Not Stated
SMG Paving Katy	Disqualified: Did not submit bid package, bid bond, references nor insurance.			

33A

Fort Bend County, Texas
Invitation for Bid

Mellow Oaks Lane Extension Project
for Fort Bend County
BID 09-056

SUBMIT BIDS TO:

Fort Bend County
Purchasing Department
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg, TX 77471

****NOTE:**
All correspondence must include the term "Purchasing Department" in address to assist in proper delivery

SUBMIT NO LATER THAN:

Thursday, March 19, 2009
1:30 PM (Central)

MARK ENVELOPE:

Bid 09-056
Mellows Oaks Lane

ALL BIDS MUST BE RECEIVED IN COUNTY PURCHASING OFFICE BEFORE RECEIVING DATE AND TIME SPECIFIED.
BIDS RECEIVED WILL THEN BE OPENED AND PUBLICLY READ.
BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED UNOPENED.

Results will not be given by phone.
Results will be provided to bidders in writing after Commissioners Court award.

Fort Bend County is always conscious and extremely appreciative of your effort in the preparation of this bid. Requests for information must be in writing and directed to:
Debbie Kaminski, CPPB
Assistant County Purchasing Agent
kaminskd@co.fort-bend.tx.us or
Fax:281-341-8645

Prepared: 02/18/09
Issued: 02/25/09

4-17-09 orig. ret. to Cheryl at Purchasing

Vendor Information

E.L. Harris III Construction, Inc.
Legal Name of Contracting Company

[redacted]
Federal ID Number (Company or Corporation) or Social Security Number (Individual)

281-346-0648 — Telephone Number
281-346-0658 — Facsimile Number

P.O. Box 655
Complete Mailing Address (for Correspondence)

Fulshear, Texas 77441-0655
City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

Patrick L. Harris, President
Authorized Representative and Title (printed)

elharris3construction@earthlink.net
Authorized Representative's Email Address

Signature of Authorized Representative

Initials of Bidder:

1.0 GENERAL REQUIREMENTS:

1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.

1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.

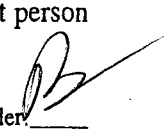
1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

1.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department **TWO (2) complete** bid forms. An authorized representative of the bidder must sign the Contract Sheet. The Contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change.

1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 4520 Reading Road, Suite A, Rosenberg, Texas no later than 1:30 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, Texas 77471.

1.6 Addendums: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms Debbie Kaminski, County Assistant Purchasing Agent, 4520 Reading Road, Suite A, Rosenberg, Texas 77471, phone number (281) 341-8643, fax number (281) 341-8645, e-mail: kaminskd@co.fort-bend.tx.us. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be mailed by certified mail, return receipt requested, to all prospective bidders. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addendum issued will become part of the contract documents. Bidders must sign and include it in the returned bid package.

1.7 References: All bidders must submit, **WITH BID**, at least three (3) references from clients for whom a project similar to that specified herein has been successfully accomplished. References must include clients name, contact person and telephone number.

Initials of Bidder: 

1.8 Bid Bond: All bidders must submit, **WITH BID**, a cashier's check or certified check for at least five percent (5%) of the total bid price, payable to the order of Fort Bend County, or a Bid Bond in the same amount issued by a surety, acceptable to Fort Bend County, authorized to do business in the State of Texas, as a guarantee that the Bidder will do the work described herein at the rates stated herein. Unsuccessful bidders Cashier's Check or Certified Check will be returned only after a written request to do so has been received in the Office of the Fort Bend County Purchasing Agent.

1.9 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to Fort Bend County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.

1.10 Pricing: Prices for all goods and/or services shall be firm for the duration of this Contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the Contract. All prices must be written in ink or typewritten. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

1.11 Term Contracts: If the Contract is intended to cover a specific time period, said time will be given in the specifications under scope.

1.12 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.

1.13 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for Fort Bend County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

Initials of Bidder:

1.14 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if Fort Bend County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

1.15 Awards: Fort Bend County reserves the right to award this Contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning its responsibility.

1.16 Contract Obligation: Fort Bend County Commissioners Court must award the Contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the Contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

2.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) vendor for all materials, supplies, equipment, tools, services, labor and supervision necessary to complete Mellow Oaks Lane extension in Village of Oak Lake Section 5 and 6, hereinafter referred to as the "Project," as specified herein.

3.0 PRE-BID CONFERENCE:

A pre-bid conference will be conducted on Thursday, March 5, 2009 at 10:00AM (CST). The pre-bid conference will be held at the Fort Bend County Purchasing Department located in the Rosenberg Annex at 4520 Reading Road, Rosenberg Texas 77471. All bidders are encouraged to attend.

Initials of Bidder: _____

4.0 LIQUIDATED DAMAGES:

If the Project is not substantially complete within the contract time as adjusted by extension of time approved by Commissioner Court, Fort Bend County will deduct (from the final payment, as liquidated damages), the sum of Three Hundred Dollars ($300.00) per calendar day that the Project remains not substantially complete, such sum is agreed upon as a reasonable and proper measure of damages which Fort Bend County will sustain per day by failure of Contractor to substantially complete work within the contract time. It is understood that said sum shall be considered as liquidated damages and shall in no sense be considered as a penalty against the Contractor.

5.0 COMPLETION TIME AND PAYMENT:

5.1 Fort Bend County shall pay the Contractor in current funds for the Contractor's performance of the Contract the contract sum, as stated herein, after receipt of notice to proceed and a purchase order issued by the Fort Bend County Purchasing Agent.

5.2 Based upon Applications for payment submitted to the Engineering Department, Fort Bend County shall make progress payments on account of the contract sum to the Contractor as provided below and elsewhere in the contract documents.

5.2.1 The period covered by each application for payment shall be one calendar month ending on the last day of the month.

5.2.2 Provided an application for payment is received by the Engineering Department not later than the 15th day of a month, Fort Bend County shall make payment to the Contractor not later than the 15th day of the next month. If an application for payment is received by the Engineering Department after the application deadline fixed above, payment shall be made by Fort Bend County not later than 30 days after the Engineering Department receives the application for payment.

5.2.3 Application for payment shall indicate the percentage of completion of each portion of the Project as of the end of the period covered by the application for payment.

5.2.4 Subject to the provisions of the contract documents, the amount of each progress payment shall be computed as follows:

5.2.4.1 Take that portion of the contract sum properly allocable to completed Project less retainage of ten percent (10%).

Initials of Bidder: _____

5.2.4.2 Add that portion of the contract sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved by Fort Bend County, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%).

5.2.4.3 Subtract the aggregate of previous payments made by Fort Bend County.

5.2.4.4 The progress payment amount as determined in above shall be further modified under the following circumstances:

Add, upon substantial completion of the Project, a sum sufficient to increase the total payments to one hundred percent (100%) of the contract sum, less such amounts as Fort Bend County shall determine for incomplete work and unsettled claims.

5.2.4.5 Final payment, constituting the entire unpaid balance of the contract sum, shall be made by Fort Bend County to the Contractor when the Contract has been fully performed by the Contractor.

5.3 Before the first application for payment, the Contractor shall submit to the Engineering Department a schedule of values allocated to various portions of the work, prepared in such form and supported by such data to substantiate its accuracy as the Engineering Department may require. This schedule, unless objected to by the Engineering Department shall be used as a basis for reviewing the Contractor's application for payment.

5.4 Contractor must provide with each application for payment a contractor's affidavit certifying bills against the Contractor for labor, material and expendable equipment employed in the performance of Contractor have been paid in full prior to acceptance of final payment from Fort Bend County.

5.5 The Contractor will permit Fort Bend County, or any duly authorized agent of Fort Bend County, to inspect and examine the books and records of the Contractor for the purpose of verifying the amount of work performed under the Contract. Fort Bend County's right to inspect survives the termination of the Contract for a period of five years.

Initials of Bidder:

6.0 LIMIT OF APPROPRIATION:

Prior to the execution of this Contract, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this Contract, that County shall have available only those funds specifically allocated in this Contract to fully discharge any and all liabilities which may be incurred by County in bringing this Project to an absolute conclusion, resulting in a complete, fully furnished, fully equipped and fully usable facility, and that the total of any and all basic construction costs, costs of providing the required furnishing and equipment, all fees and compensation of any sort to the Contractor, and any and all costs for any and all things or purposes enuring under or out of this Contract, irrespective of the nature thereof, shall not exceed said specifically allocated sum, notwithstanding any word, statement or thing contained in or inferred from the preceding provision of this Contract which might in any light by any person be interpreted to the contrary.

7.0 RIGHT TO ASSURANCE:

Whenever Fort Bend County in good faith has reason to question the Contractor's intent to perform, Fort Bend County may demand that the Contractor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five (5) days, Fort Bend County may treat this failure as an anticipatory repudiation of the Contract.

8.0 PERFORMANCE AND PAYMENT BONDS:

In the event the total accepted bid price exceeds $25,000 the Contractor must provide to the Office of the County Purchasing Agent, a performance bond and a payment bond, each in the amount of 100% of the total contract sum within ten (10) calendar days after receipt of notification of bid award. Such bonds shall be executed by a corporate surety duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue surety bonds with a Best Rating of "A" or better. Fort Bend County reserves the right to accept or reject any surety company proposed by the Contractor. In the event Fort Bend County rejects the proposed surety company, the Contractor will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Fort Bend County.

9.0 POWER OF ATTORNEY:

An attorney-in-fact who signs a bid bond, performance bond or payment bond must file with each bond a certified and effectively dated copy of his or her power of attorney.

10.0 INSURANCE:

10.1 All bidders must submit, **WITH BID**, a certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, bidders may submit, with bid, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the contractor named therein, if successful, upon award of this Contract. Failure to provide insurance certificate or notarized statement may result in disqualification of bid.

Initials of Bidder: JA

10.2 The successful bidder shall obtain at its sole expense, and shall submit to the Office of the County Purchasing Agent, certificates of insurance satisfactory to Fort Bend County, naming Fort Bend County, the Contractor and its employees as insured:

10.2.1 Workers Compensation: See Section 12.0.

10.2.2 Employer's Liability: $500,000

10.2.3 General liability including:

10.2.3.1	Premises/Operations
10.2.3.2	Products/Completed Operation
10.2.3.3	Contractual
10.2.3.4	Owner's Protective
10.2.3.5	Personal Injury/Advertising Liability
10.2.3.6	Mobile Equipment

10.2.4 General liability limits shall be equal to or greater than:

10.2.4.1	$100,000 Bodily Injury per person. $300,000 Bodily Injury per occurrence. $100,000 Property Damage per occurrence; or,
10.2.4.2	$500,000 Bodily Injury and Property Damage combined, single limit.
10.2.4.3	Specify annual aggregate, if any. The minimum available annual aggregate for the purposes of this Contract shall be $1,000,000. Claims - made polices shall not be acceptable. All policies shall be occurrence basis.

10.2.5 Automobile Liability:

All owned, non-owned or hired vehicles must be covered. Liability limits shall be greater than or equal to:

10.2.5.1	$100,000 Bodily Injury per person. $300,000 Bodily Injury per occurrence. $100,000 Property Damage per occurrence; or,
10.2.5.2	$500,000 Bodily Injury and Property Damage combined, single limit.

10.2.6. Excess Liability Coverage shall be greater than or equal to $1,000,000 combined, single limit. Specify aggregate, if any.

Initials of Bidder

10.3 Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.

10.4 No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County.

10.5 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

11.0 INDEMNIFICATION:

Contractor agrees to indemnify, defend and hold Fort Bend County harmless from each and every claim, demand, suit, action, proceeding, lien or judgment caused by or arising out of, directly or indirectly, or in connection with the acts and omissions of Contractor pursuant to this Contract.

11.1 Contractor shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter covered by this paragraph and by paragraph 11.2 below, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Contractor in the defense of each matter.

11.2 Fort Bend County shall timely forward to Contractor copies of any and all claims, demands, suits, actions, proceedings or judgments which it may receive and which it may contend is covered by this section. Thereafter, Fort Bend County shall fully cooperate with Contractor in its defense of each such matter.

11.3 Contractor's duty to defend indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of this Contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

11.4 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Contractor, Contractor shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Contractor are not at issue in the matter. In such event, Fort Bend County shall promptly reimburse Contractor for its costs of defense.

Initials of Bidder:

11.5 In the event that any such matter being so defended by Contractor also involves any claim of negligence or wrongful action by Fort Bend County, Fort Bend County shall have the obligation to participate in the defense of the matter through separate counsel.

11.6 Contractor shall have full authority to resolve all matters being defended by it providing such settlement(s) shall not involve any findings adverse to Fort Bend County or and shall not involve or require any payments or contributions by Fort Bend County.

11.7 In the event of any final judicial determination or award of any matter covered by this section Fort Bend County shall be responsible to third parties, pro rata, for any negligence determined to have been caused by Fort Bend County.

11.8 Contractor's indemnification shall cover, and Contractor agrees to indemnify Fort Bend County, in the manner provided for and to the extend described above, in the event Fort Bend County is found to have been negligent for having selected Contractor to perform the work described in this Contract.

11.9 The provision by Contractor of insurance shall not limit the liability of Contractor under this Contract.

11.10 Contractor shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this Contract, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Contractor's operations. Such provisions shall be in form satisfactory to Fort Bend County.

11.11 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable, for, any sums of money, which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Contractor and/or Trade Contractor providing such insurance.

12.0 WORKERS COMPENSATION INSURANCE:

The Texas Department of Insurance, Division of Workers' Compensation has adopted Rule 110.110 effective with all bids advertised after September 1, 1994 and this does affect your bid on this project. The DWC has stated that it is aware that statutory requirements for worker's compensation insurance coverage are not being met. Rule 110.110 is designed to achieve compliance from both contractors and governmental entities. This affects both of us on this project. Providing false or misleading certificates of coverage, failing to provide or maintain required coverage, or failing to report any change that materially affects the coverage may subject the contractor(s) or other persons providing services on this project to legal penalties. This affects your subcontractors. Therefore, the attached is provided in accordance with the requirements on governmental entities. Please read carefully and prepare your bid in full

Initials of Bidder:

compliance with DWC Rule 110.110. Failure to provide the required certificates upon submission of a bid could result in your bid being declared non-responsive. According to DWC, "This rule does not create any duty or burden on anyone which the law does not establish." Therefore, Fort Bend County should not experience any increase in cost because of the need to comply with the Texas Worker's Compensation law. Additional questions may be addressed to the Texas Department of Insurance, Division of Workers' Compensation, 333 Guadalupe, Austin, Texas 78701 (512) 463-6169.

12.1 Definitions:

12.1.1 Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

12.1.2 Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

12.1.3 Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

12.2 The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

12.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

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12.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

12.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

12.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

12.5.2 No later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

12.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

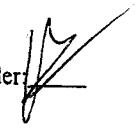
12.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

12.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

12.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

12.9.1 Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

12.9.2 Provide the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

Initials of Bidder: 

12.9.3 Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

12.9.4 Obtain from each other person with whom it contracts, and provide to the Contractor:

12.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

12.9.4.2 A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

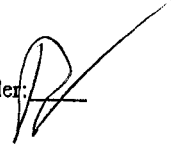
12.9.5 Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

12.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the project; and

12.9.7 Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

12.10 By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

12.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

Initials of Bidder: 

13.0 PREVAILING WAGES:

Prevailing wage requirements of Chapter 2258, Government Code, apply.

14.0 PERMITS:

It shall be the sole responsibility of the successful bidder to obtain all required permits in the name of Fort Bend County.

15.0 CONTRACTOR'S RESPONSIBILITY FOR WORK:

15.1 Preconstruction Work. Contractor shall do (or cause to be done) the following as preconstruction work:

15.1.1 On an as needed basis as determined by Fort Bend County, cause the Contractor's personnel to meet with Fort Bend County and the Engineer to discuss the status of the Project.

15.1.2 Review drawings and specifications with the Engineer to permit the Contractor and the Engineer to determine the compliance of the proposed facility with applicable building codes.

15.2 Construction Work. Contractor shall do (or cause to be done) the following as construction work:

15.2.1 Perform (or cause to be performed) all preparatory work at the construction site required herein, including (without limitation) soil and concrete testing and demolition of improvements existing at the construction site and all actions necessary for compliance with all laws and regulations as to actions to be taken by owners or contractors before construction begins, including without limitation those in regard to archaeological and environmental requirements.

15.2.2 Construct and install (or cause to be constructed and installed) the Project on the construction site in accordance with this Contract and the drawings and specifications approved by Fort Bend County.

15.2.3 Furnish (or cause to be furnished) all materials, supplies, equipment, tools, labor, supervision, utilities, transportation, and other materials and services necessary to complete the Project described herein.

15.2.4 Materials testing necessary for the Project and required by laws and regulations, construction industry standards as approved by Fort Bend County and this Contract; the frequency of testing shall be approved by Fort Bend County.

Initials of Bidder

15.3 Standards for Review and Approval.

15.3.1 Fort Bend County acknowledges that in order to meet the deadlines for the completion of the Project, and in order to accomplish the efficient completion of the Project, the Contractor may submit matters to Fort Bend County in stages for approval or consent. Upon receipt of any matter submitted by the Contractor for review and approval, Fort Bend County shall review the same and shall diligently and promptly (but in any event within 14 calendar days for any such matter, other than a proposed change order, and within 28 calendar days for a proposed change order) give the Contractor notice of Fort Bend County's approval or disapproval, setting forth in detail all reasons for any disapproval. Fort Bend County's right to disapprove any such matter submitted (other than a proposed change order) shall be limited to the elements thereof (a) which do not conform substantially to matters previously approved, (b) which are new elements not previously presented and approved and the Contractor is unable to demonstrate that such new element is reasonably necessary for completion of the Project, or (c) which depict matters that are violations of this Contract or applicable laws and regulations.

15.3.2 If Fort Bend County disapproves of a particular matter or Proposed Change Order, the Contractor shall have the right to resubmit such matter or Proposed Change Order to Fort Bend County, altered to satisfy Fort Bend County's basis for disapproval. Any resubmission shall be subject to review and approval by Fort Bend County.

15.3.3 Fort Bend County and the Contractor shall attempt in good faith to resolve any disputes concerning the approval of any aspect of the Project expeditiously, so as not to delay the completion of the Project in accordance with this Contract.

15.3.4 Expedited Approvals. Fort Bend County recognizes the importance of expeditious action upon all matters submitted to Fort Bend County for review and approval and of expeditious response to those aspects of the Project requiring approval by governmental authorities having jurisdiction thereover. Fort Bend County agrees to exercise its rights of review and approval hereunder with due diligence, reasonableness, and good faith. Fort Bend County shall use its reasonable efforts to expedite any required review of the Project or other matters by any governmental authority.

Initials of Bidder

15.4 Changes.

15.4.1 General. Fort Bend County may make changes to the Project by altering, adding to, or deducting from the Project. All changes in the Project which (a) require an adjustment in the contract sum or an adjustment in the final completion date or (b) involve a material change in the overall scope or function of the Project shall be requested and authorized before commencing such changes by use of written change order notices, Proposed Change Orders and Change Orders, which change order procedure shall be the exclusive means to effect such changes in the Project.

15.4.2 Change Order Procedure. If at any time Fort Bend County desires to make any change in the Project requiring the issuance of a Change Order, Fort Bend County shall so advise the Contractor in writing by delivery to the Contractor of a written notice describing the change. Upon receipt of such notice initiated by Fort Bend County, the Contractor shall within a reasonable period of time advise Fort Bend County of the Contractor's proposal for the adjustments, if any, in the contract sum, the schedule of values, and the final completion date attributable to such change by delivering a written notice thereof (the "Proposed Change Order") to Fort Bend County. Such Proposed Change Order shall contain a description of the proposed change and shall set forth the Contractor's estimate of the increase or decrease, if any, in the contract sum and the change, if any, in the schedule of values and the final completion date attributable to such change. If the Contractor desires to make a change in the Project requiring the issuance of a change order, the Contractor shall deliver to Fort Bend County a Proposed Change Order. Upon execution by Fort Bend County, a Proposed Change Order shall constitute (and be defined herein as) a "Change Order" for purposes of this Contract. The Contractor shall forthwith perform the work as changed in accordance with such Change Order. All work performed pursuant to a Change Order shall be performed in accordance with the terms of this Contract. All Proposed Change Orders shall be submitted for approval by Fort Bend County. No action, acquiescence or inaction by Fort Bend County or any representative of Fort Bend County shall be construed to be a waiver of requirements set forth in this Contract in regard to Change Orders or ratification of a violation of such requirements, and all acts in violation of this provision shall be considered void.

15.4.3 Change Order Authorization. Each Change Order shall be signed by Fort Bend County and an authorized representative of the Contractor.

Initials of Bidder

15.4.4 Contract Sum Adjustments. The contract sum and the schedule of values shall be adjusted only as a result of a Change Order requiring such adjustment. Any extra work performed without a proper Change Order shall be considered voluntary and not subject to additional compensation. The Contractor shall not be entitled to an adjustment in the contract sum (or a Change Order permitting such adjustment) or to damages as a result of any delays in the Project caused by the acts or omissions of Fort Bend County, provided that this sentence is not applicable to delays that constitute more than 90 days in any 365-day period or cause the Project to be interrupted for a continuous period of 45 days through no fault of the Contractor.

15.4.5 When Fort Bend County and the Contractor agree upon the adjustments in the contract sum, the schedule of values, and the final completion date attributable to such adjustment, such agreement will be documented by preparation and if approved by the Fort Bend County Commissioners Court, execution of an appropriate Change Order.

15.5 Site Access. Prior to the transfer date, Fort Bend County and the Contractor shall have uninterrupted access to the construction site. Subsequent to the transfer date, Fort Bend County will permit the Contractor, the Engineer, and their representatives and subcontractors to enter upon the Project at times reasonably necessary to complete the punch list items.

15.6 Applicable Laws and Regulations. Contractor shall in its performance of the Project comply with all applicable laws and regulations. Any delays in the prosecution of the Project caused by any changes in the laws and regulations or the application or enforcement of the laws and regulations may entitle the Contractor to an extension of time.

15.7 Familiarity with Project. The Contractor represents and accepts that it has: (a) visited the property(ies), (b) taken such other steps as may be necessary to ascertain the nature and location of the Project and the general and local conditions which affect the Project or the cost thereof, (c) investigated the labor situation as regards to the Project, (d) examined the property(ies), the obstacles which may be encountered and all other observable conditions having a bearing upon the performance of the Project, the superintendence of the Project, the time of completion and all other relevant matters, and (e) reported to Fort Bend County the results of all of the foregoing. The Contractor represents that it is familiar with all phases of the Project and the matters that may affect the Project or its prosecution under this Contract.

Initials of Bidder: _____

15.8 Standard of Performance. The Contractor shall prosecute (or cause to be prosecuted) the Project in accordance with the best efforts for the construction and development of projects similar to the Project in the State of Texas, using qualified, careful, and efficient contractors and workers and in conformity with the provisions of this Contract. The Contractor shall perform the work in a good and workmanlike manner.

15.9 Warranty of Contractor. The Contractor warrants to Fort Bend County that: (i) the Contractor possesses the skill and knowledge ordinarily possessed by well-informed members of its trade or profession and the Contractor will use its best efforts to ensure that the services provided under this Contract will be performed, delivered, and conducted in accordance with the best professional standards and in accordance with industry standards, and (ii) the Contractor is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly equipped, organized and financed to perform such work, and (iii) following the date of acceptance of this Contract, the services provided by the Contractor to Fort Bend County will conform to the representations contained in this Contract, including all attachments, schedules and exhibits. All warranties provided by the Contractor in this Contract shall be cumulative, shall be deemed consistent and not in conflict, are intended to be given full force and effect and to be interpreted expansively to give the broadest warranty protection to Fort Bend County.

15.10 Contractor's Personnel. Contractor shall employ only competent, skilled personnel for the Project. Prior to the final completion date, the Contractor shall maintain a superintendent who shall be authorized to act on behalf of the Contractor and with whom Fort Bend County may consult at all reasonable times. The superintendent shall not be transferred from the Project without Fort Bend County's consent (which shall not be unreasonably withheld or delayed); provided, however, the superintendent shall not be assigned solely to the Project and shall be entitled to spend reasonable time working on matters unrelated to the Project so long as such work on other matters does not render the superintendent unavailable to the Project or unavailable to Fort Bend County. However, such obligation to furnish the superintendent and such staff personnel shall not be construed (a) to preclude the promotion within the Contractor's organization of any person assigned to the Project or (b) to give rise to any liability of the Contractor if any person assigned to the Project (including, without limitation, the superintendent) leaves the Contractor's employment. If the superintendent is transferred from the Project, Fort Bend County shall have the right to approve the replacement superintendent (which approval will not be unreasonably withheld or delayed). The Contractor, the Architect, and the other subcontractors shall comply with all applicable health, safety, and loss prevention rules of applicable governmental authorities. The Contractor shall, at its own expense, remove from the Project any person who fails to comply with such rules and instructions. The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Project any unfit person or anyone not skilled in the work assigned to him.

Initials of Bidder

17.2 Transfer and Acceptance. Upon the occurrence of final completion, care, custody and control of the Project shall pass to Fort Bend County. As referenced herein, the "Transfer Date" shall mean the date on which the care, custody and control of the Project passes to Fort Bend County. Subsequent to the Transfer Date all risk of loss with respect to the Project shall be by Fort Bend County and the Contractor shall be thereafter obligated to cover the Project with their Insurance.

18.0 SUSPENSION BY FORT BEND COUNTY FOR CONVENIENCE:

18.1 Fort Bend County may, without cause, order the Contractor in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as Fort Bend County may determine.

18.2 An adjustment shall be made for increase in the cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:

18.2.1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible.

18.2.2 That an equitable adjustment is made or denied under another provision of this Contract.

18.3 Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

19.0 INDEPENDENT CONTRACTOR:

The Contractor shall be an independent contractor and any provisions of this Contract that may appear to give Fort Bend County the right to direct the Contractor as to the details of the manner of doing the Project shall be deemed to mean that the Contractor shall follow the desires of Fort Bend County in the results of the Project only and not in the means whereby the Project is to be accomplished. The Contractor shall be responsible as to the details of completing the Project. Neither the agents, representatives, nor employees of the Contractor, shall be deemed to be the agents, representatives, or employees of Fort Bend County. The Contractor further represents that it accepts a fiduciary role and responsibility with respect to Fort Bend County and will, to its best abilities, act in the best interests of Fort Bend County and the timely completion of the Project. The Contractor agrees and understands that neither it nor any of its agents or employees may act in the name of Fort Bend County except and unless specifically authorized in writing by Fort Bend County to do so. The Contractor shall furnish construction administration and management services and use the Contractor's best efforts to complete the Project in an expeditious and economical manner consistent with the interests of Fort Bend County.

Initials of Bidder:

20.0 NOTICE

20.1 All written notices, demands, and other papers or documents to be delivered to Fort Bend County under this Contract shall be delivered to the Engineering Department, 1124-52 Blume Road, Rosenberg, Texas 77471, Attention: Louis Hood, or at such other place or places as Fort Bend County may from time to time designate by written notice delivered to the Contractor. For purposes of notice under this Contract, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County, 301 Jackson Street, Suite 719, Richmond, Texas 77469, Attention: County Judge.

20.2 All written notices, demands, and other papers or documents to be delivered to the Contractor under this Contract shall be delivered to the Authorized Representative identified in the Contract documents or such other place or places as the Contractor may designate by written notice delivered to Fort Bend County.

21.0 RECORDS:

21.1 Fort Bend County shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to the Contract by Contractor.

21.2 The Contractor agrees to maintain and preserve for a period of at least five years after the earlier of the expiration of the defects period or termination of this Contract, accurate and complete records relating to the performance of the Project. The Contractor agrees to, upon request, provide Fort Bend County with such records.

22.0 SUCCESSORS AND ASSIGNS:

22.1 Fort Bend County and the Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract.

22.2 Neither Fort Bend County nor the Contractor shall assign, sublet or transfer its interest in this Contract without the prior written consent of the other.

22.3 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

Initials of Bidder

23.0 PUBLIC CONTACT:

Contact with the news media, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of Fort Bend County. Under no circumstances, whatsoever, shall Contractor release any material or information developed in the performance of its services hereunder without the express written permission of Fort Bend County, except where required to do so by law.

24.0 MODIFICATIONS:

This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

25.0 SILENCE OF SPECIFICATIONS:

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

26.0 SEVERABILITY:

In the event one or more of the provisions contained in these requirements or the specifications shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and these requirements or the specifications shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

27.0 GOVERNING FORMS:

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.

Initials of Bidder

28.0 TAX EXEMPT:

Fort Bend County is exempt from state and local sales and use taxes under Section 151.309 of the Texas Tax Code. This Contract is deemed to be a separate contract for Texas tax purposes, and as such, Fort Bend County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this Contract. Contractor is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, contractor should state these items at cost.

29.0 ENTIRE AGREEMENT:

The Parties agree that this Contract contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Contract. By entering into this Contract, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Contract.

30.0 APPLICABLE LAW AND VENUE

This Contract shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas, and that venue for any litigation arising out of or related to this Contract shall lie solely in the court of appropriate jurisdiction located in Fort Bend County, Texas.

31.0 ENCLOSURES:

The following being incorporated herein by reference for all purposes as though fully set forth herein word for word.

Enclosure #1 – Specifications, Plans and Pricing Sheet.

32.0 BID PRICE: See specification package.

33.0 PROJECT DURATION:

Bidder agrees, if awarded the contract, to complete all work required by the contract documents **within** 30 **calendar days** after issuance of a purchase order by the County Purchasing Agent and notice to proceed by the Engineering Department.

Initials of Bidder:____

Bid 09-056

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the ~~19th~~ 7th day of ~~March~~ April, 2009, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and E.L. Harris III Construction, Inc. **(company name)** (hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Mellow Oaks Lane Extension Project** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 7th day of April 2009.

Fort Bend County, Texas

By: Robert Hebert
County Judge

By:
Signature of Contractor

By: Patrick L. Harris
Printed Name and Title

FORT BEND COUNTY ENGINEERING

ADDENDUM #1

Mellow Oaks Lane Street Extension

The following are required changes, correction, clarification or additions to the Drawings and/or Project Manual of the above referenced project. Such changes and corrections are being made prior to receipt of bids, in all cases wherein the following differ from the drawing and/or drawing dated 2/10/2009, this addendum shall govern.

CLARIFICATIONS:

Question 1: Why do the bid tab have 2 items for concrete driveway ?
Response: This question is addressed in the revised bid tab dated 3/6/2009.

Question 2: Please clarify the required pavement thickness and rebar requirements.
Response: The pavement thickness is 6" as shown on drawing sheet 2 of 8 dated 3/6/2009. The rebar requirements as noted on sheet 6 of 8 states: minimum lap of 15", number 4 bars at 24" on center.

Question 3: The two asphalt turnarounds shown to the east of Station 14+46.71 do not exist.
Response: Please refer to the revised drawing sheet 2 of 8 dated 3/6/2009.

Question 4: Please remove all dialogue boxes that do not apply to this project.
Response: Please note area of Not In Contract (NIC) on drawing sheet 4 of 8 dated 3/6/2009.

Question 5: Change drawing to reflect existing site conditions.
Response: Please note area of Not In Contract (NIC) on drawing sheet 4 of 8 dated 3/6/2009.

Question 6: Is the Engineer requesting valves to be installed on the waterline extension tie-ins?
Response: No additional water valves needed.

Question 7: Please clarify the Engineers intended connections to existing waterlines.
Response: The waterline connections will not require any additional valves.

Question 8: Please clarify the Engineers intended changes to striping and signage.
Response: There will be no striping and signage in the project.

Question 9: Please show limits of required block sodding for sidewalk and empty lots.
Response: Please see clouded note on drawing sheet 4 of 8 dated 3/6/2009.

DRAWING REVISIONS:

1. Replace drawing sheet 2 of 8 dated 2/11/2009 with new one dated 3/6/2009.
2. Replace drawing sheet 4 of 8 dated 2/10/2009 with new one dated 3/6/2009.
3. Revised proposal bid tab sheet dated 3/6/2009.

Fort Bend County
MELLOW OAKS LANE EXTENSION

3/6/2009

Item	Description	Units	Quantity	Unit Prices	Total
1	Prepare ROW	LS	1.0	$8,775.00	$ 8,775.00
2	Remove Exist Barricades	EA	2.0	281.00	$ 562.00
3	Remove Temp Asphalt	SY	400.0	8.20	$ 3,280.00
4	Excavation/Fill	CY	380.0	12.95	$ 4,921.00
5	Lime	T	10.5	141.55	$ 1,486.28
6	Lime Subgrade	SY	485.0	8.80	$ 4,268.00
7	6" Concrete Pavement	SY	452.0	32.75	$ 14,803.00
8	6" Concrete Curb	LF	475.0	3.00	$ 1,425.00
9	8" Water Line	LS	1.0	5,175.00	$ 5,175.00
10	Concrete Sidewalk	LF	500.0	13.10	$ 6,550.00
11	Concrete Driveway	SY	70.0	66.15	$ 4,630.50
12	Remove Concrete Drive & Sidewalk	SY	25.0	11.25	$ 281.25
13	Traffic Control	LS	1.0	281.00	$ 281.00
14	Storm water pollution plan	LF	500.0	2.15	$ 1,075.00
15	Adjust Sanitary Sewer Manhole	EA	1.0	600.00	$ 600.00
16	Block Sod	SY	425.0	4.10	$ 1,742.50
	TOTAL EXTENDED COST				$ 59,885.53
ALTERNATE (In lieu of lime stabilized subgrade)					$ -
18	Cement Stab. Crushed Concrete	SY	485.0	15.41	$ 7,473.85

I/Wpdata/Letters/Eng/MellowOaksLn_VOL6_039_REV1

SURETEC

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we E.L. Harris III Construction, Inc. as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, 5000 Plaza on the Lake, Suite 290, Austin, TX 78746, as surety, hereinafter called the "Surety," are held and firmly bound unto Fort Bend County as obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of the Amount Bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for Mellow Oaks Lane Extension.

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 19th day of March, 2009.

E.L. Harris III Construction, Inc.
(Principal)

BY: _____

TITLE: President

SureTec Insurance Company

BY: _____
C.A. McClure, Attorney-in-Fact

POA #: 4221062

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

C. A. McClure, Kelly J. Brooks, Kenneth L. Meyer

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety, providing the bond penalty does not exceed

Five Million Dollars and no/100 ($5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/10 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 28th day of October, A.D. 2008.

SURETEC INSURANCE COMPANY

By: _____
B.J. King, President

State of Texas ss:
County of Harris

On this 28h day of October, 2008 before me personally came B.J. King, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

Michelle Denny
Notary Public
State of Texas
Expires August 27, 2012

_____
Michelle Denny, Notary Public
My commission expires August 27, 2012

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 19th day of March, 2009, A.D.

_____
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

Exclusion of Liability for
Mold, Mycotoxins, Fungi & Environmental Hazards

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/16/2009

PRODUCER (281)890-9294 FAX (281)890-2229
Southern American Insurance Agency, Inc.
8203 Willow Place South
Suite 500
Houston, TX 77070

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED H & H Curb
DBA: E. L. Harris III Construction, Inc.
P.O. Box 655
Fulshear, TX 77441

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Bituminous Insurance Companies	20095
INSURER B: Mt. Hawley Insurance Company	37974
INSURER C: Texas Mutual Insurance Co.	22945
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR X Blanket Add'l Insd X Blanket Waiver GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	CLP3262249	03/12/2009	03/12/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY X ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	CAP3528767	03/12/2009	03/12/2010	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
B		EXCESS / UMBRELLA LIABILITY X OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE X RETENTION $ 10,000	MXL0368682	03/12/2009	03/12/2010	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $ $ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under SPECIAL PROVISIONS below	TSF0001181257	06/28/2008	06/28/2009	X WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A		OTHER Equipment Floater	CLP3262249	03/12/2009	03/12/2010	Rented/Leased Equipment $325,000 Per Item $800,000 Max Per Loss	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: Paving Improvements for Mellow Oaks Lane Extension
Fort Bend County is additional insured on GL, Auto & Umbrella with waiver of subrogation on all policies when required by written contract. 30 days notice of cancellation, except 10 days for non-payment.
Subject to policy terms, conditions, exclusions and limitations.

CERTIFICATE HOLDER

Fort Bend County
301 Jackson Street
Richmond, TX 77469

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
C.A. McClure
Southern American Ins. Agcy.

ACORD 25 (2009/01)

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

E.L. Harris III Construction, Inc.
P.O. Box 655
Fulshear, Texas 77441
Phone: 281-346-0648 Fax: 281-346-0658
Email: elharris3construction@earthlink.net

Completed Projects

City of Hunters Creek Village - Paving Improvements
$750,000.00
Robert T. Deden, Services
Contact: Robert Deden
9328 Westview
Houston, Texas 77055

Beaver Dam Road Culvert - Drainage Improvements
$125,000.00
Harris County Flood Control District
Attention: Brenda Trevino
9800 Northwest Freeway, Suite 514
Houston, Texas

Humble Paving and Drainage Improvements
$208,510.00
Ewing Irrigation
Attention: Warren Campbell
1935 Spring Cypress Road
Spring, Texas 77388

Capital Improvements Project - Sidewalk Rehabilitiation
$49,500.00
City of La Porte, Texas
Attention: Richard Spicer
604 West Fairmont Parkway
La Porte, Texas 77571

Walking Trails Along Horsepen Bayou
$115,490.00
Harris County Municipal Utility District No.
Brown & Gay Engineers, Inc.
Attention: Lindsey Pierce
11490 Westheimer, Suite 700
Houston, Texas 77077

Capital Improvements Project - Safe Sidewalks
$129,330.00
City of Sugar Land, Texas
Attention: Mike Wilkinson
P.O. Box 110
Sugar Land, Texas 77487

Legends of Augusta Pines
Reinforced Concrete Paving, Storm, Sanitary & Waterlines
$351,000.00
Owner: Source Plus
R.G. Miller Engineers
Contact: Jeff Dillard
12121 Wickchester, Suite 200
Houston, Texas 77079

11th Street Drainage and Paving Improvements
$589,570.00
Attention: Richard Leyendecker
City of Katy, Texas
910 Avenue C
Katy, Texas 77493

Imperial Garden, Section 3 -
Water, Sewer, Drainage & Paving Improvements
$336,895.00
Gateway Land Development
Contact: George Nilsson 832-202-8768
Century Engineering, Inc.
3030 South Gessner, Suite 100
Houston, Texas 77063

Westheimer Median Channelization
$31,200.00
Ersa Grae
Attention: Jouman Samanian
9801 Westheimer
Houston, Texas 77042

Fulshear Town Center - Paving & Drainage Improvements
$57,050.00
Robert T. Deden, Services
Contact: Robert Deden
9328 Westview
Houston, Texas 77055

Tuscan Lakes - Austin Street, Phase II
Water, Drainage and Paving Improvements
$206,000.00
Tuscan Lakes Development
Contact: Eddie Rucker 713-953-5016
LJA Engineering & Surveying, Inc.
2929 Briarpark Drive, Suite 600

E.L. Harris III Construction, Inc.
P.O. Box 655
Fulshear, Texas 77441
Phone: 281-346-0648 Fax: 281-346-0658
Email: elharris3construction@earthlink.net

Completed Projects

Tuscan Lakes Section SF 70-3 - Paving Improvements
$392,075.00
Tuscan Lakes Development
Contact: Eddie Rucker 713-953-5016
LJA Engineering & Surveying, Inc.
2929 Briarpark Drive, Suite 600
Houston, Texas 77042-3703

Shadow Creek Ranch Nature Park Parking Lot
$125,000.00
City of Pearland
Contact: Narcisso Lira III, P.E. 281-652-1649
3519 Liberty Drive
Pearland, Texas 77581-5416

Kendall Lakes - Section One and Two
Paving Improvements
$768,000.00
Skymark Development Corporation
Edminster, Hinshaw, Russ and Associates
10555 Westoffice Drive
Houston, Texas 77042

Creekmont, Section Three - Paving
$275,000.00
Perry Homes, A Joint Venture
Carter Burgess
55 Waugh Drive
Houston, Texas

Tuscan Lakes Section SF 75-3, 90-2-1 & 55-3 - Paving
$707,792.00
Tuscan Lakes Development
Contact: Eddie Rucker 713-953-5016
LJA Engineering & Surveying, Inc.
2929 Briarpark Drive, Suite 600
Houston, Texas 77042-3703

Lake at San Joaquin, Section II
Water, Sanitary, Drainage and Paving Improvements
$1,965,332.00
LAR INTERNATIONAL
Attention: Mr. Mike Rebescher 281-630-2507
P.O. Box 2024
Friendswood, Texas 77549

West Airport @ Dairy Ashford and Lakefield Boulevard
at Austin Parkway Turn Lane Improvements
City of Sugar Land
$218,000.00
Attention: Mike Wilkinson - 281-642-1722
P.O. Box 5029
Sugar Land, Texas 77487-5029

WalkerCom
BALANCED SOLUTIONS

AVAYA
BUSINESSPARTNER

SCOPE OF WORK

Fort Bend County Libraries	WalkerCom
Contact Name: Jill Cherie Sumpter	Contact Name: Rick Jacoby
Contact Number: 281-341-2630	Contact Number: 281-997-5704
Location: George Library	Address: 2213 Garden Road
Address: 1001 Golfview	City: Pearland
City: Richmond	State/Province/Department: TX
State/Province/Department: TX	ZIP/Postal Code: 77581
ZIP/Postal Code: 77469	Service Order:
Project Code:	Sold to #: 2920109
TPQ: 6095	SAP Quote #: 23382091

Section 1: Project Overview

SCOPE OF WORK: Upgrade existing S8500 CM2 to latest hardware/software release S8510 CM5.1.2. Product includes the new S8510 Media Server, the upgrade of (346) Communication Manager Enterprise Edition Software, new IPSI Board, and keeping the existing Single Carrier Cabinets. Product also includes the upgrade of (3) remote LSP's, to include the latest S8300C LSP Media Servers for the Cinco Ranch and First Colony locations. WalkerCom will test Avaya IGAR and perform required training to the IT group services lead technician for 2 hours on the programming and set up of IGAR. The reuse of existing Media Gateways for remote locations will be performed. Pricing also includes a (1) year prepaid subscription of Software Support for Communication Manager WalkerCom will inventory, install and test all equipment. Labor does not include any changes to the client's existing system configuration outside of upgrade requirements. Next day support and final equipment room walk-thru will be performed on the following business day. WalkerCom will perform a Status Station and Alarms to confirm stations are active, and does not include a physical walk-thru and manual test of each individual station. If station is shown as inactive after the upgrade, WalkerCom will troubleshoot and reactivate inactive stations. Pricing includes training the administrator on new administration changes, and does not include any end user training.

WalkerCom
BALANCED SOLUTIONS

AVAYA
BUSINESSPARTNER

Quote: 23382091

Fort Bend County - George Library

Valid from 02/06/2009 to 04/07/2009

Upgrade CM2 to Latest release Software/Hardware

Product Code	Qty	Description	Unit NPL	Ext'd NPL	Cust Unit	Cust Ext'd
185446		AVAYA COMMUNICATIONS SOLUTION				
184244	**1**	**CM S8500 MODEL UPG**				
George Library						
207947	1	CM5.0 S8500 UPG SFTW LIC	$0.00	$0.00	$0.00	$0.00
208006	346	CMEE R5 251-500 MULTI UPG LIC	$59.00	$20,414.00	$35.40	$12,248.40
212337	1	INTGR MGMT R5.0 ASA VAM CLIENT CM LIC	$0.00	$0.00	$0.00	$0.00
212338	1	INTGR MGMT R5.0 NMC CM LIC	$0.00	$0.00	$0.00	$0.00
212339	1	INTGR MGMT R5.0 VMM CM LIC	$0.00	$0.00	$0.00	$0.00
212487	1	CC R5 BASIC UPG RFA RELEASE INDICATOR	$0.00	$0.00	$0.00	$0.00
214250	1	AAN CM5 CONVERGED NET ANALYZER ENTITLE	$0.00	$0.00	$0.00	$0.00
700439672	1	ADMINISTRATION TOOLS R5.0 CD	$0.00	$0.00	$0.00	$0.00
700439680	1	NETWORK MANAGEMENT R5.0 CD	$0.00	$0.00	$0.00	$0.00
700439714	1	VOIP MONITORING MANAGER R5.0 CD	$0.00	$0.00	$0.00	$0.00
211433	346	UCE R1.X AE SVCS 4.0 UNFD DSKTP /E	$0.00	$0.00	$0.00	$0.00
211434	346	UCE R1.X ONE-XC R1.X SFTW /E	$0.00	$0.00	$0.00	$0.00
211435	346	UCE R1.X ONE-X PORTAL R1.X STD RTU /E	$0.00	$0.00	$0.00	$0.00
211436	346	UCE R1.X EC500 R8.X SM LIC /E	$0.00	$0.00	$0.00	$0.00
218291	346	UCE R1.X ONE-X MOBILE R1.X CLIENT /E	$0.00	$0.00	$0.00	$0.00
218292	346	UCE R1.X 46XX VPN R2.X LIC /E	$0.00	$0.00	$0.00	$0.00
218748	346	UCE R1.X STD/W CMEE R5+ NEW SEAT 1	$0.00	$0.00	$0.00	$0.00
216260	1	S8510 SERVER	$5,000.00	$5,000.00	$3,000.00	$3,000.00
700470230	1	CM5.1.2 LINUX UNITY SFTW CD UPG	$100.00	$100.00	$60.00	$60.00
224271	1	IPSI2 CP TN2312BP - NON GSA	$7,250.00	$7,250.00	$4,350.00	$4,350.00
179546	1	SCC1 IPSI CABLES	$250.00	$250.00	$150.00	$150.00
405362641	2	PWR CORD USA	$9.00	$18.00	$5.40	$10.80
Cinco Ranch					$0.00	
207925	1	CM4&PRIOR LSP TO CM5 LSP/G700 UPG SW LIC	$0.00	$0.00	$0.00	$0.00
700466006	1	S8300C SERVER - NON GSA	$2,000.00	$2,000.00	$1,200.00	$1,200.00
700470230	1	CM5.1.2 LINUX UNITY SFTW CD UPG	$100.00	$100.00	$60.00	$60.00
First Colony					$0.00	
207925	1	CM4&PRIOR LSP TO CM5 LSP/G700 UPG SW LIC	$0.00	$0.00	$0.00	$0.00
700466006	1	S8300C SERVER - NON GSA	$2,000.00	$2,000.00	$1,200.00	$1,200.00
700470230	1	CM5.1.2 LINUX UNITY SFTW CD UPG	$100.00	$100.00	$60.00	$60.00
Stafford					$0.00	
207929	1	CM4&PRIOR LSP TO CM5 LSP/G350 UPG SW LIC	$0.00	$0.00	$0.00	$0.00
700470230	1	CM5.1.2 LINUX UNITY SFTW CD UPG	$100.00	$100.00	$60.00	$60.00
195476	**1**	**SOFTWARE SUPPORT COMMUNICATION MGR MODEL**				
204055	346	SS CMEE R5.X LIC 251-500 PP	$1.72	$7,141.44	$0.84	$3,487.68
209107	346	SSU UCE R1.X STD/W CMEE R5 SEAT 1 PP	$0.00	$0.00	$0.00	$0.00
209108	346	SSU UCE R1.X VPN R2.X LIC /E	$0.00	$0.00	$0.00	$0.00
210305	346	SSU UCE R1.X AES R4.0 UNIFIED DESKTOP /E	$0.00	$0.00	$0.00	$0.00
210306	346	SSU UCE R1.X ONE-XC R1.X SFTW /E	$0.00	$0.00	$0.00	$0.00

210307	346	SSU UCE R1.X ONE-X PORTAL R1.X STD /E	$0.00	$0.00	$0.00	$0.00
210308	346	SSU UCE R1.X EC500 R8.X SNGL MODE LIC /E	$0.00	$0.00	$0.00	$0.00
210309	346	SSU UCE R1.X ONE-X MOBILE R1.X CLIENT /E	$0.00	$0.00	$0.00	$0.00
		TOTAL PRODUCT PRICE:	**$44,473.44**			**$25,886.88**

Product:	$25,886.88
Implementation:	$10,484.00
Professional Discount:	($1,200.00)
Total Project Price:	**$35,170.88**

Pricing is based on all non-service affecting tasks associated with this project to occur during standard working hours of 8:00 – 5:00 Monday through Friday. Overtime support has been included for the cutover. First Day of Business support consists of (2) hours with a Software Associate, and a Technician being on site for trouble resolution.

GENERAL

- Cutover is priced to occur during normal working hours.
- Additional charges may apply if a change is made in this Scope of Work.
- Customer is responsible for loading the System Administration software on any PC requiring that functionality.
- Customer is responsible for all third party applications or adjuncts that currently are installed.

GENERAL IP

- Customer is responsible for DHCP Server.
- Customer is responsible for providing any Security information.
- Customer is responsible for providing resources to work with WalkerCom on Network, IP Numbering and Addressing.

Changes to this SOW must be agreed to in writing and signed by both parties. Changes may result in additional charges.

Section 2: Standard Service Hours

Unless otherwise specified in the Project Overview or Services and Deliverables, pricing is based on the assumption that Services will be performed between 8:00 AM and 5:00 PM local site time, Monday-Friday, excluding WalkerCom-designated holidays ("Standard Service Hours"). Work performed outside Standard Service Hours may be subject to overtime charges at the following rates:

Overtime (1.5 times)	**Premium Overtime (2.0 times)**

Evenings, Monday-Friday 5:00 PM-8:00 AM	Saturday 12:00 AM (midnight)–Monday 8:00 AM
Saturday, 8:00 AM–12:00 AM (midnight)	Avaya-designated holidays

Section 3: General Customer Responsibilities

Customer responsibilities include the following:

- Designate single point of contact (SPOC) for WalkerCom. Individual will have a thorough understanding of business requirements and technical environment, and will be authorized to make binding decisions on Customer's behalf.
- Provide any system required reports for design and engineering.
- Assure Network readiness and quality of service (QoS)
- Submit purchase orders necessary for the purchase of the Products and Services specified in the Statement of Work.
- Verify and complete the necessary forms and questionnaires provided by the WalkerCom representative.
- Verify and arrange for installation of all applicable network connections and provide all circuit information (e.g., IP address, subnet mask, gateway, machine names, and modem numbers) including network diagrams.
- Ensure that demarcation (DMARC) and applicable wiring are identified and that DMARC points can be connected to WalkerCom's/Avaya's equipment with the cables that have been provided.
- Ensure that a 7x24 dedicated remote-access line is installed no later than the date on which WalkerCom begins work. WalkerCom will also required system DAmin log in and password privileges for the duration of the project.
- Obtain all necessary permits and/or licenses required prior to installation of equipment. These costs are not included in this SOW.
- Accept receipt of all equipment; retain shipping documentation; inventory shipments by box count; and report any obvious external damages.
- Provide secured site for storage and installation of equipment, including all necessary electrical, wiring, grounding and HVAC. Provide floor plans for equipment-room configuration and related locations, if applicable.
- Verify and arrange for installation of equipment provided by third-party vendors, including connectivity, if applicable.
- Ensure the performance of services provided by third-party vendors, if applicable.
- Provide properly equipped training room including all necessary facilities; ensure that administrator and end-users complete training on schedule, if applicable.
- Identify all customer-provided equipment and ensure equipment is not defective and is in serviceable condition.
- Notify WalkerCom promptly of any problems.

- Provide third-party subject-matter expertise, as required.
- Work with WalkerCom to establish trouble-reporting procedures and logistics for use in connection with WalkerCom's cutover support, if applicable.

Section 4: Assumptions

WalkerCom's activities and estimated milestones presented in this Statement of Work are based upon the assumptions contained in this Section.

- Neither party shall be obligated under this Statement of Work until such time as WalkerCom and Customer mutually agree to the deliverables and other provisions hereof by signing this Statement of Work or otherwise agreeing to it in writing.
- Completion of the Deliverables and performance of the Services specified hereunder are based on the parties carrying out their responsibilities in a timely manner.
- WalkerCom plans to perform the services on a continuous basis as contemplated in the project schedule and work plan, starting and ending on the estimated dates indicated in the milestones. Any delays or disruptions in WalkerCom's continuous performance of this project, other than delays or disruptions caused solely by WalkerCom and/or its subcontractors, will be subject to a Change Order.
- All prerequisites will need to be completed prior to the beginning of activities for the service.
- A subcontractor may perform a portion of the proposed work.
- Both WalkerCom and the client will comply with all applicable laws, ordinances and regulations pertaining to the safe handling, use, storage, recycling, disposal and/or transportation of regulated substances such as Asbestos Containing Material (ACM), presumed ACM, and lead-containing materials. The customer will be responsible for the abatement and/or removal of any unsafe condition before WalkerCom personnel can begin, or continue, this service. WalkerCom may suspend the service without penalty if it determines that this service should not proceed due to the presence of ACM, presumed ACM, and/or any other unsafe condition until WalkerCom and the customer agree on the correction or alterations necessary for the safe performance of this service.
- WalkerCom will determine the appropriate WalkerCom parties to attend meetings and conference calls.
- Special requirements, such as materials, engineering activities, or exceptions to WalkerCom standards will be billed separately

Section 5: Exclusions

Services exclude:

- Disclosing proprietary information relative to the exact methods and procedures for service delivery.
- Resolving interoperability issues with other vendors unless otherwise specified.

- Any engineering, or re-engineering, of existing equipment whether previously supplied by WalkerCom or by another vendor.
- Any re-installation or modification of previously installed equipment, ironwork, cable rack(s), or fiber duct(s).
- Directly attaching AC wires to circuits other than through a standard agency-approved, connectorized electrical outlet or other work requiring an electrician.

A1: Services and Deliverables

A1.1 Project Management

A1.1.1 Project Management (For Communication Manager, Media Servers, Platform Migrations and Messaging Systems)

WalkerCom will designate an individual responsible for overseeing the project. Once the customer PO is delivered, this individual will be the single point of contact (SPOC) for all issues related to system implementation. The SPOC will direct implementation to support installation and the scheduled in-service date.

The WalkerCom project manager will:

- Create and maintain project plan and milestone schedule.
- Provide environmental specifications to Customer.
- Coordinate equipment delivery and inventory management.
- Manage change request process.
- Schedule resources.
- Conduct routine project status meetings.
- Conduct project closure meeting.

A1.2 Solution Preparation

A1.2.1 Site Survey (For Communication Manager, Media Servers, Platform Migrations and HW/SW Upgrades)

WalkerCom will work with Customer's single point of contact (SPOC) to complete a site survey prior to hardware delivery.

Site survey activities may include:

- Inspecting equipment room

- Verifying power requirements
- Checking other environmental specifications
- Validating wiring/terminations/demarcations

Customer will receive a list of deficiencies, if any, and will be informed of the WalkerCom site-readiness decision (go/no go).

A1.2.2 Network Readiness Assessment: (Provided Customer)

WalkerCom will:

- Outline critical information, including:
  - Technical specifications (for example, setting up VLANs and verifying IGAR).
  - Bandwidth engineering information that can be used by Customer to determine impact of voice on network.
  - Design recommendations.
  - Vendor-specific configuration suggestions.
- Conduct conference calls between WalkerCom and Customer at mutually agreed-upon intervals.
- Meet with Customer remotely to review final network readiness assessment.

A1.3.2 Trunking Translations

WalkerCom will provide system translations for trunking and network connectivity.

A1.4 Solution Deployment

A1.4.1 Hardware Installation

WalkerCom will:

- Unpack, inspect and inventory hardware.
- Install hardware and connect all adjuncts to the Communication Server, if applicable.
- Install software and firmware upgrades, if applicable.
- Observe units upon power-up and verify successful completion of self-test diagnostics.

A1.4.2 Staging

Prior to hardware installation, WalkerCom will perform the following activities:

- Receive equipment.

- Inspect equipment for quality and quantity
- Report any shortages or overages to project coordinator.
- Assemble hardware and firmware components.
- Load system and application software, patches, firmware upgrades, system translations, and system configurations.
- Test application, including solution components, component integration, and call processing.

A1.4.3 Trunk Installation – N/A

A1.4.4 Cable Installation

WalkerCom will:

- Install cables of default length and gender. **Note:** WalkerCom can install longer cables or different genders at an additional charge.

A1.4.8 Remote Access Line – N/A

- Ensure that a 7x24 dedicated remote-access line is installed no later than the date on which WalkerCom begins work. WalkerCom will also required system DAmin log in and password privileges for the duration of the project.

A1.4.9 Cutover Support

WalkerCom cutover support will assist Customer in activating telephony solution. Related tasks include:

- Turn down Customer's existing system, if applicable.
- Activate new system.
- Move old facilities over to new switch.

A1.4.10 Help Desk Support: First Day of Service

A WalkerCom software resource and customer service engineer will provide Help Desk support on the first day of business (2 hours) following the upgrade of the new system.

A1.5.1 Instructor Led End User Training

WalkerCom customized onsite training for Customer may cover the following topics related to systems functionality:

- New Upgrade features
- IGAR set up

A1.5.2 Training Room Setup

WalkerCom will use Customer-provided hardware to set up Customer's designated training room.

A2: Pricing Assumptions

A2.1 Work activities that do not affect service, including cutover support, will be performed and completed during Standard Service Hours.

Some of these services will be delivered remotely, unless otherwise mutually agreed to by WalkerCom and Customer.

A3: Offer Specific Customer Responsibilities

A3.1 Implementation Delivery

A3.1.1 Negotiation with Telecommunications Service Providers and Wire Vendors

Unless otherwise agreed, the Customer will be required to:

- Ensure that any network problems are referred to Customer's network service provider and resolved.
- Verify, tag, tone, test and document the distribution system according to requirements provided by WalkerCom project manager.
- Provide WalkerCom with signaling, framing and network programming information compiled from Customer's network vendor.
- Work with WalkerCom and Customer's network vendor to reach agreement on testing date and time.

A3.2 Solution Preparation

A3.2.1 Network Readiness Assessment: Detailed

Customer will be required to:

- Designate technical contact with understanding of Customer's data network.

- Ensure that technical contact is available to the WalkerCom consultant throughout network assessment.
- Provide WalkerCom with accurate and current topology maps of new and existing network designs.
- Complete the data-configuration survey provided by WalkerCom.
- Provide any non-Avaya hardware and/or software upgrades required to optimize Customer's network.
- Validate that all LAN and WAN segments at all test sites are functional during same test period.

A3.3 Solution Design and Development

A3.3.2 Station Programming – N/A

A3.4 Solution Deployment

A3.4.2 Station Placement – N/A

A3.4.4 Cross-Connects – N/A

A3.4.5 First Day of Business Support (Help Desk)

Customer will be required to provide at least one representative to help support the Help Desk operation.

Section 6: Warranty Notes

- WalkerCom will add new solution and hardware to customer's existing Avaya maintenance contract thru the Business Partner Channel Center.
- If a technician is dispatched and WalkerCom determines that the reported problem is not attributable to WalkerCom, then WalkerCom will invoice the customer at the then-current time and materials fees plus associated travel and living expenses. WalkerCom will not charge the customer for dispatched assistance if the customer has entered into an agreement with WalkerCom for a dispatch service.
- If WalkerCom incurs additional costs due to the customer being unable to meet commitments identified in the project plan (e.g., the site is not ready for installation tasks to begin), these costs will be charged back to the customer. A remobilization fee will apply if testing activities are suspended because the facilities (building access, escorts, etc.) are not ready or because changes are made to the scope of work. If additional equipment (crane, fork lift, etc.) is required or if WalkerCom is denied reasonable access to a location, there will be an additional charge.
- Pricing is based on use of non-union labor at all sites.

Section 7: Pricing Notes

Travel

- Travel and expenses included.

Project Location(s)

- Work to be performed on this project remotely and on-site as deemed most appropriate by the lead WalkerCom Project Manager

Terms

Quote is valid 60 days. A purchase order MUST be issued for this project to commence. Remit signed purchase order to the contact below. Terms & Conditions are included on the following page. Standard contract terms apply unless exceptions noted above. Payment in US dollars.

Placing Orders:

- Please provide the following information when placing an order:
  - Quote Number
  - Contact Information

And remit to:

- Email address: tricia.succop@walkercom.com
- Fax Number: 281-997-5720

Contact Information

- Rick Jacoby – VP of Sales
  - 281-997-5704
  - jacoby@walkercom.com
- Jennifer Perez – Inside Sales
  - 281-997-5723
  - Jennifer.perez@walkercom.com
- Carlos Ledesma – VP of Operations
  - 281-997-5771
  - carlos.ledesma@walkercom.com

Section 8: Extended Maintenance – N/A

Section 9: Signatures

WalkerCom
BALANCED SOLUTIONS

AVAYA
BUSINESSPARTNER

Fort Bend County Libraries	**WalkerCom**
Contact Name: Jill Cherie Sumpter	Contact Name: Rick Jacoby
Contact Number: 281-341-2630	Contact Number: 281-997-5704
Location: George Library	Address:2213 Garden Road
Address: 1001 Golfview	City: Pearland
City: Richmond	State/Province/Department: TX
State/Province/Department: TX	ZIP/Postal Code: 77581
ZIP/Postal Code:77469	
BY:_____	BY: Ramón ("Rick") Jacoby_____
Print Name	Print Name
BY:_____	BY: Jacoby_____
Signature	Signature
BY:_____	BY:VP of Sales _____
Title	Title
Date:_____	Date:02/16/08_____

33C

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

FIRST AMENDMENT TO CONTRACT FOR SOFTWARE INSTALLATION AND INSTALLATION SERVICES

THIS FIRST AMENDMENT is made and entered into by and between the Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through the Fort Bend County Commissioners Court, and VOTEC Corporation, (hereinafter referred to as "Vendor") authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, on or about November 6, 2007, County and Vendor entered into a "Contract for Software Installation and Installation Services," hereinafter referred to as the "Agreement," for services relating to the VoteSafe Electronic Poll Book licensed software and associated support services; and,

WHEREAS, County and Vendor desire to further amend said Agreement.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Vendor is hereby amended as follows:

1. An additional amount not-to-exceed $52,000.00 (Fifty-Two Thousand Dollars) shall be available for services provided by Vendor in connection with the Agreement as described in Exhibit A.
2. No additional funding shall be available for services provided under the Agreement without prior written consent of the Fort Bend County Commissioners Court.
3. Attached hereto is Exhibit A, Vendor's Sales Order for Counties using VEMACS, incorporated by reference hereto as if contained herein verbatim.
4. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
5. The Agreement between County and Vendor dated November 7, 2007 is attached hereto as Exhibit B and incorporated by reference as if set forth herein verbatim for all purposes.
6. If there is a conflict between this Amendment and the Agreement, the provisions of this Amendment shall prevail.

EXECUTION PAGE TO FOLLOW

41709 orig. ret. to Cheryl at Purchasing

EXECUTION

This Second Amendment shall not become effective until executed by County.

FORT BEND COUNTY:

Robert E. Hebert, County Judge — Date: 4-7-09

Attest:

Dianne Wilson, County Clerk

VENDOR: VOTEC Corporation — Date: 4/2/9

MER:Votec.First Amendment.Election.2712 (03262009)

Exhibit A: Sales Order for Counties using VEMACS
Exhibit B: November 6, 2007 Agreement between County and Vendor

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $ 52,000.00 to accomplish and pay the obligation of the Fort Bend County under this contract.

Ed Sturdivant, Fort Bend County Auditor

Exhibit A

VoteSafe™ Electronic PollBook Sales Order Agreement For Counties Using VEMACS

County/State: FORT BEND Estimated Delivery Date: MARCH 2009

Product Description	Quantity	Unit Price	Total Price
Vote-Safe e-PollBook Software (per License)	65	$900.00	$58,500.00
Data Conversion (one time charge)*	0	$2,500.00	WAIVED W/VEMACS
Customization (per hour)	0	$185.00	$0.00
Other Services			
Project Management (per day)	0	$750.00	
Training (Web-Ex)		Included	
Shipping		Included	
TEXAS STATE DISCOUNT (per unit)	65	$100.00	($6,500.00)
Total Software Price			**$52,000.00**

*For existing VEMACS customers or customers buying a complete solution including both VEMACS and Vote-Safe, the Data Conversion charges will be waived.

**All VOTEC Vote-Safe electronic PollBook software solutions come with a standard 12 month (from date of delivery) warranty. Annual license fees will commence at 20% per unit per year after expiration of standard warranty.

Customer Signature Date VOTEC Signature Date

1602 KENDALL COURT • CEDAR PARK • TX 78613 • 1-877-833-5432 • MAIN OFFICE 1-800-348-6832

Exhibit B

Contract for Software Installation and Installation Services

CONTRACT NO.

THIS CONTRACT, made this 6 day of November, 2007 by and between Fort Bend County, a body politic and corporate of the State of Texas, hereinafter referred to as COUNTY, and VOTEC Corporation, a corporation with a place of business in San Diego, California, hereinafter referred to as VENDOR.

WITNESSETH:

WHEREAS, in consideration of the covenants mutually exchanged, the parties desire to agree that the VENDOR shall provide VoteSafe™ Electronic Poll Book licensed software and associated support services, and; WHEREAS, the parties desire to reduce this agreement to writing.

NOW THEREFORE, for the consideration hereinafter stated the parties to this agreement agree as follows:

SECTION I - VENDOR AGREES:

1. To install all software and configuration files in a professionally competent manner.

   All functions offered in VENDOR's proposal are provided in the modules to be installed under this contract.

2. To appoint a VENDOR project coordinator to work with COUNTY throughout the implementation and acceptance process.

3. To adhere to COUNTY and State requirements for Elections in fulfilling contract services. Standards will be made available to the VENDOR by the COUNTY.

4. To handle all information made available by COUNTY in a confidential manner and in strict accordance with laws and COUNTY procedures.

5. To provide documentation of the installation of all software sufficient to allow county to re-install or duplicate as necessary for backup and/or for technology upgrades.

6. To provide training as mutually agreed.

7. To include COUNTY as a Licensee on VENDOR's standard escrow agreement with Lincoln-Parry SoftEscrow and pay all maintenance fees associated with said escrow during the term of this contract.

SECTION II - COUNTY AGREES:

1. To provide all necessary hardware and operating system and Oracle software that will be used as part of the full system. (VOTEC is providing application software only under this contract.)

2. To pay VENDOR, according to the payment schedule set forth below, for documented competent services rendered and accepted by COUNTY within thirty (30) days of invoice receipt. The breakdown of payments is as follows:

Full utilization of VoteSafe in Countywide election	$63,000.00
Full utilization of VoteSafe in second Countywide election	$15,750.00
Total Contract Fee	$78,750.00

3. To provide computer access and on-site working space to support VENDOR employees assigned under this contract.

4. To appoint a COUNTY project manager to work with VENDOR throughout the Term of this contract.

5. To dedicate appropriate COUNTY personnel to the specification, installation, testing, training, and operation of the licensed software.

6. To sign and adhere to VENDOR's Software License Agreement.

7. To order, install, test, and maintain all hardware and operating system software including data backup software.

8. To promptly notify VENDOR of changes proposed or being made to the network hardware and/or software during the term of this Contract.

9. To review and approve final data preparation of election data in hard copy format.

10. To provide support for remote TCP/IP communications by the VENDOR with the network, including resolving technical communications problems occurring on site in the COUNTY. VENDOR has a static IP address. Access shall be under control of the COUNTY.

11. To secure and maintain remote access from voting sites to the early voting server.

12. To provide system level access to the VENDOR on the necessary network computers for system installation and testing.

13. To hereby recognize update of the VoteSafe database from non-VOTEC forms or processes would void any warranty provided by this installation services contract, the VoteSafe License Agreement, and/or the VoteSafe Software Support and Maintenance Agreement.

SECTION III - BOTH PARTIES AGREE:

1. When providing the above-stated services for the COUNTY, it is expressly understood that VENDOR shall defend, indemnify, and hold harmless the COUNTY, and the officers and employees of the COUNTY from and against all losses, liability, damages, injuries, claims, demands, costs, and expenses arising out of and in connection with the performance of services.

2. COUNTY shall certify that all requirements are consistent with the COUNTY's understanding and application of all applicable laws.

3. The VOTEC proposal is incorporated by reference into this Agreement. The County's RFP is incorporated by reference into this Agreement.

4. In the event of a conflict between the terms and conditions of this agreement and of incorporated documents and attachments, the precedence of the documents is as follows: This Agreement, The VENDOR's proposal, the COUNTY's RFP, the Software License Agreement.

5. With regard to system installation:

    a) All hardware and all software provided by the COUNTY will be installed and tested before the VENDOR installs VENDOR provided software.

    b) COUNTY will assist in the installation of the system by providing prompt responses to any hardware or communications problems that arise on site and by identifying any apparent inconsistencies between the installed system and the specified requirements.

    c) VENDOR will provide weekly email status reports during installation, customization, testing, and for the period of use surrounding the first two countywide usages of the licensed software.

This agreement shall remain in force until modified or terminated as set forth herein. The agreement may be modified at any time with the mutual written consent of both parties, executed by the persons signing hereunder or their successors.

IN WITNESS WHEREOF, the parties executed this agreement on the day and year first written above.

Acceptance by VENDOR:

VOTEC Corporation

Authorized Signature

CEO
Title

10/16/7
Date

Acceptance by COUNTY:

Fort Bend County

Authorized Signature Robert Hebert

County Judge
Title

November 6, 2007
Date

Vote-Safe SOFTWARE LICENSE AGREEMENT

Agreement dated this 6 day of November, 2007, by and between FORT BEND County, hereinafter referred to as the LICENSEE, and VOTEC CORPORATION of San Diego, California, hereinafter referred to as LICENSOR, for the installation, training, and licensing of the following Vote-Safe Electronic Pollbook Software Systems, hereinafter referred to as LICENSED SYSTEMS, to LICENSEE under the terms and conditions contained herein.

(Headings used in this Agreement are for the convenience of the reader and do not add meaning to the Agreement.)

1. LICENSED SOFTWARE MODULES:

All screens, reports, and batch processes to support the mandated or otherwise agreed upon polling place functions of LICENSEE in the following areas:

- Voter check-in
- County wide voter lookup
- Poll place maps and directions
- Alleviating of duplicate voting
- Monitoring of check-in activity
- Auditing of voter check-in data

Such programs as may be added to these sub-systems from time to time.

2. INSTALLATION SITE AND COMPUTERS

LICENSED SYSTEM is licensed for use computers operated by the LICENSEE Elections Department in support of voter check-in management within LICENSEE's jurisdiction.

3. LICENSE

LICENSOR agrees to grant, and LICENSEE agrees to accept, on the following terms and conditions, for valuable consideration the sufficiency of which is hereby acknowledged, a non-exclusive LICENSE to use the LICENSED SYSTEMS as set forth in this agreement.

4. SYSTEM REGISTRATION AND PROTECTION

LICENSEE agrees that the LICENSEE in the conduct of its business shall use the LICENSED SYSTEMS set forth hereinabove. The LICENSEE further agrees that all applicable LICENSOR copyrights and patent rights plus all LICENSOR copying protection, and security provisions will be strictly observed.

5. PROTECTION AND SECURITY

LICENSEE acknowledges that the LICENSED SYSTEMS constitute a valuable asset of the LICENSOR, and the LICENSOR has proprietary rights and interest in and to the Systems and that portions thereof are confidential. Accordingly, LICENSEE agrees as follows:

LICENSEE may make a) Working copies of the System in machine-readable format for backup purposes and in accordance with LICENSEE's standard software backup policies only.

b) LICENSEE agrees that it shall not make any copies of manuals, flow charts, or other related documents, or portions thereof, directly or indirectly, except for purposes of maintaining voter files and conducting elections within LICENSEE's jurisdiction.

c) LICENSEE agrees not to reveal the Licensed System materials including manuals, flow charts, program code, and related materials to any other parties other than LICENSEE's employees except as may be contractually stipulated in the event of catastrophic interruption of LICENSOR's business or as otherwise required by law.

6. PATENT AND COPYRIGHT INDEMNIFICATION

LICENSOR agrees to defend and hold LICENSEE harmless from any patent, trade secret, or copyright infringement claim arising out of LICENSEE's use of the LICENSED SYSTEM.

7. WARRANTY

LICENSOR warrants the product, as delivered, will perform in the manner described in the accompanying System Documentation for a period of one year after delivery.

LICENSOR warrants that the product, as delivered, supports the voter registration and election management requirements mandated by the State of Texas and by the United States of America.

LICENSOR further agrees to make the product conform to any subsequent legal requirements for the State of Texas and of the United States of America within the one-year term of the installation warranty at no additional charge.

EXCEPT FOR THE FOREGOING, LICENSOR MAKES NO WARRANTIES EITHER EXPRESSED OR IMPLIED WITH RESPECT TO THE SYSTEM, AND WARRANTIES OF MERCHANTABILITY FOR ANY OTHER PURPOSES OR FITNESS FOR ANY OTHER PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED.

8. LIMITATION OF LIABILITY

LICENSOR shall not be liable for any loss or damage caused by LICENSEE employees, consequential or otherwise, occurring out of or in connection with the use or performance of the System. LICENSOR may license the System to other customers without any consideration or liability to LICENSEE whatsoever.

9. TERMINATION

This license is terminable by the LICENSOR at any time, with thirty (30) days written notice, if LICENSEE fails to comply with any of the terms, conditions or provisions of Section 5 (SYSTEM REGISTRATION AND PROTECTION) and Section 6 (PROTECTION AND SECURITY) of this License.

In the event of default by LICENSEE of any of the terms of Sections 5 or 6 of this Agreement and a subsequent termination by LICENSOR, the LICENSOR shall be entitled to immediate possession of the LICENSED SYSTEM and LICENSEE shall forthwith return all related documents, materials, data, copies of the System, and the like.

LICENSEE shall be allowed continued use of the LICENSED SYSTEM for up to 120 days after written notice in order to conclude work on elections whose election date is within the 90 days following written notice of termination.

10. GENERAL

Performance hereunder shall be construed and regulated in accordance with the laws of the State of Texas.

This Agreement is not assignable and any attempt to assign any rights, duties or obligations under this Agreement will be void.

These terms and conditions are severable and should any be deemed invalid, then only that provision shall fail and the remainder of the terms and conditions shall be of full force and effect.

All rights and remedies of the parties hereto, whether evidenced hereby or by any subsequent agreement, instrument or paper, shall be cumulative and may be exercised singularly or concurrently.

In the event either party shall on any occasion fail to perform any term of this Agreement and the other party shall not enforce that term, failure to enforce on that occasion shall not prevent enforcement on any other occasion.

11. ACCEPTANCE

Acceptance by LICENSOR:	Acceptance by LICENSEE:
VOTEC Corporation	***FORT BEND County***
Authorized Signature	Authorized Signature Robert Hebert
CEO Title	County Judge Title
10/16/7 Date	November 6, 2007 Date

33 D 1

Priority Dispatch Corp.
139 E. South Temple, 5th Floor
Salt Lake City, Utah 84111
United States of America
800-363-9127 x. 113

Name	Ft-Bend Co. Sheriff Dept	Attn	Debbie Kaminski
Phone		Fax	

Date	03/31/09
By	Tim Martin
Title	Acct Mang
Dept.	Client Svcs.

	Qty	Description	Unit Price	TOTAL
	8	Medical ProQA Software Stations CAD NAE	3,300.00	26,400.00
		Medical ProQA Software Stations CAD 2nd Language	900.00	-
Dispatch		Fire ProQA Software Stations CAD NAE	3,100.00	-
Software		Fire ProQA Software Stations CAD 2nd Language	900.00	-
		Police ProQA Software Stations CAD NAE	4,900.00	-
		Police ProQA Software Stations CAD 2nd Language	900.00	-
	1	Faircom Server Software Application	820.00	820.00
	1	AQUA Quality Improvement Software	1,900.00	1,900.00
	1	EMD Module	800.00	800.00
AQUA		EFD Module	600.00	-
		EPD Module	1,000.00	-
				-
	8	MPDS Manual Dispatch Back-up Card Sets NAE	395.00	3,160.00
		MPDS Manual Dispatch Card Sets 2nd Language	595.00	-
	1	MPDS Quality Assurance Guides	45.00	45.00
	100	MPDS Field Responder Guides	10.00	1,000.00
Cards		EFD Manual Dispatch Card Sets NAE	395.00	-
		EFD Manual Dispatch Card Sets 2nd Language	595.00	-
		EFD Quality Assurance Guides	45.00	-
		EFD Field Responder Guides	10.00	-
		EPD Manual Dispatch Card Sets NAE	495.00	-
		EPD Manual Dispatch Card Sets 2nd Language	595.00	-
		EPD Quality Assurance Guides	45.00	-
		EPD Field Responder Guides	10.00	-
		SEND Cards (Medical Miranda)	0.50	-
	41	EMD Protocol Training and Certification (3 days)	270.00	11,070.00
	2	ProQA Software Training Days (plus 1500 per trip)	1,500.00	4,500.00
	1	AQUA Training Days (+1500 per trip)	1,500.00	3,000.00
Training	1	Software Develop/Install Days (+1500 per trip)	1,500.00	3,000.00
	7	Implement/QIU Training Days (+1500 per trip)	1,500.00	12,000.00
		Annual CDE Series (Renewable)	-	-
		SEND CDE	65.00	-
				-
				-
	1	Year 1 Annual Software Maintenance (ESP@15%)**		4,365.00
	1	Year 1 Annual Card Set Maintenance (ESP@10%)**		316.00
Support				
		* Assumes training site with 2/1 PC training stations		-
		** ESP (Extended Service Plan) adds additional technical telephone support, free updates to current version, and additional discounts on new versions (editions).		
		All Amounts are in U.S. Dollars		

QuoteYear 1

Signature			
Expires	180 Days	Delivery	Upon Request

Year 1 Total	$	72,376.00
Shipping	$	-
Discount if by 4/30/09	$	(3,000.00)
Total	$	69,376.00

Air Instrumentation Device Supply and Maintenance Agreement

This agreement is made by and between Air Instrumentation, a division of Safeware, Inc. ("A.I.") 1107 Wonder Dr., Suite 101, Round Rock, Texas 78681 and FORT BEND COUNTY, this the ___day of _____2008.

1. **Preliminary Statement.** A.I. is engaged in the business of supplying, calibrating and maintaining portable gas detection units. FORT BEND COUNTY desires to engage A.I. to provide portable gas detection devices and certain services for FORT BEND COUNTY as described on Schedule A (collectively the "Services").

2. **Services.** FORT BEND COUNTY hereby engages A.I. to provide the Services according to the specifications set forth on Schedule A-1 (the "Specifications"). The parties may, from time to time, agree that additional services will be provided. Any additional services requested must be described in a Schedule signed by the parties and which recites by its terms that it is incorporated into this Agreement. Each Schedule will be numbered sequentially as Schedule A-1 (attached), Schedule A-2, etc. Unless expressly stated in a Schedule, the terms of a Schedule will not amend or supersede the terms of another Schedule. Reference to Schedule A in this Agreement means each Schedule which, together with this Agreement, forms a separate contract for services.

3. **Proprietary Ownership.** FORT BEND COUNTY acknowledges and agrees that Deliverables under this Agreement may contain or be created through use of software and other materials used by or useful to A.I. in its business generally, including without limitation various training methods or tools (the "A.I. Materials"). FORT BEND COUNTY acknowledges and agrees that all ownership rights in and to the A.I. Materials shall be the sole and exclusive proprietary property of A.I.

4. **A.I. Warranties.** A.I. represents and warrants to FORT BEND COUNTY that for a period of ninety days after the initial deployment of any portable gas detection devices, such devices shall be free of material defects in workmanship and will conform in all material respects to the functional descriptions contained in the Specifications.

5. **Indemnity.** **A.I. SHALL SAVE HARMLESS FORT BEND COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF A.I. OR ANY OF A.I.'S AGENTS, SERVANTS OR EMPLOYEES.**

6. **Confidential Information.** Each party agrees that it will not disclose to any person any Confidential Information of the other party, subject to the requirements of the Public Information Act, or use any Confidential Information of the other party, except as expressly provided for under this Agreement. For purposes of this Agreement, the term "Confidential Information" means all technical, business and other information of a party and its affiliates that derives economic value, actual or potential, from not being generally known to others, including,

without limitation, technical or non-technical data, compilations, price and cost information, technical information, financial information, and business process'. For purposes of this Agreement, the A.I. Materials shall be deemed the Confidential Information of A.I., except to the extent made public by A.I.

7. Term; Termination.

(a) Subject to the provisions for termination hereinafter provided, this Agreement shall become effective as of the date and year first above written, and shall continue for a period of twelve (12) months, unless earlier terminated as provided below. This Agreement may be renewed for two (2) additional twelve (12) month periods.

(b) Either party shall have the right to terminate this Agreement immediately upon the occurrence of any one or more of the following events: (i) breach by the other party of any material term or provision of this Agreement, and if capable of cure, failure to cure within 30 days of written notice thereof by the non-breaching party; (ii) any proceeding is instituted by or against the other party under any bankruptcy or similar laws for the relief of debtors; or (iii) the appointment of any trustee or receiver for any of the other party's assets.

(c) A.I. shall have the right to terminate this Agreement immediately upon the failure of FORT BEND COUNTY to pay within thirty (30) days of receipt of invoice any amounts due and payable to it pursuant to the terms of this Agreement as specified in "FORT BEND COUNTY Section 1 'Schedule A-1'".

(d) FORT BEND COUNTY shall have the right to terminate this Agreement following 30 days written notice if A.I. fails to provide the level of performance of maintenance, repair, calibration, and replacement of equipment as specified in "A.I. Section 2 of 'Schedule A-1'" (breach of performance standards) providing FORT BEND COUNTY notifies A.I. by certified mail via the U.S. Postal Service that a breach of performance standards has occurred and A.I. fails to cure the breach within a initial 30 day period following notification.

8. Limitation of Liability. In no event shall the aggregate liability of A.I. to FORT BEND COUNTY in connection with this Agreement for any and all loss, claim, damage or liability, whether in contract or in tort, or under any other theory (including, without limitation, negligence and strict liability), exceed the amounts paid to A.I. pursuant to this Agreement. UNDER NO CIRCUMSTANCES SHALL A.I. BE LIABLE TO FORT BEND COUNTY FOR INJURY OR DEATH DUE TO IMPROPER OR MISUSE OF SUPPLIED EQUIPMENT. UNDER NO CIRCUMSTANCES SHALL A.I. BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES SUFFERED BY FORT BEND COUNTY IN CONNECTION WITH THE SERVICES PROVIDED HEREUNDER, REGARDLESS OF WHETHER OR NOT FORT BEND COUNTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Insurance.

(a) A.I. shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.

(b) A.I. shall furnish certificates of insurance to FORT BEND COUNTY evidencing compliance with the insurance requirements hereof. Certificates shall indicate A.I.'s name, name of insurance company, policy number, term of coverage and limits of coverage. A.I. shall provide FORT BEND COUNTY with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. A.I. shall obtain such insurance from such companies having a Bests rating of A-/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

(i) Workers' Compensation insurance in accordance with the laws of the State of Texas.

(ii) Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

$2,000,000 annual aggregate limit
$1,000,000 each occurrence, combined single limit

(iii) Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

(iv) Professional Liability insurance with limits not less than $1,000,000 each claim/annual aggregate.

(v) Employers' Liability insurance with limits not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

(vi) FORT BEND COUNTY and the Fort Bend County Commissioners shall be named as additional insureds to all coverages required above. All policies written on behalf of A.I. shall contain a waiver of subrogation in favor of FORT BEND COUNTY.

10. Miscellaneous.

(a) Subletting. A.I. shall not sublet, assign, or transfer any part of its rights or obligations in this Agreement without the prior written approval of FORT BEND COUNTY.

(b) Force Majeure. Neither party shall be liable for any default or delay in the performance of any of its obligations under this Agreement (other than failure to make payments due hereunder) if such default or delay is caused, directly or indirectly by forces beyond such party's control, including, without limitation, fire, flood, acts of God, labor disputes, accidents, interruptions of transportation or communications, supply shortages.

(c) Independent Contractor. The parties acknowledge that the relationship of A.I. to FORT BEND COUNTY is that of an independent contractor, and that nothing contained in this Agreement shall be construed to place FORT BEND COUNTY and A.I. in the relationship of principal and agent, master and servant, partners or joint venturers. A.I. shall not have, expressly or by implication, or represent itself as having, any authority to make contracts or enter into any agreements in the name of FORT BEND COUNTY, or to obligate or bind FORT BEND COUNTY in any manner whatsoever.

(d) Governing Law and Venue. The validity and effect of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all disputes arising hereunder.

(e) Headings. The headings as to contents of particular articles and sections are inserted only for convenience and are in no way to be construed as part of this Agreement.

(f) Amendments. This Agreement shall not be modified or amended except by another agreement in writing executed by the parties hereto.

(g) Severability. All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

(h) Notices. All notices and demands required or contemplated hereunder by one party to the other shall be in writing and shall be deemed to have been duly made and given upon date of delivery if delivered in person or by an overnight delivery or postal service, upon receipt if delivered by facsimile the receipt of which is confirmed by the recipient, or upon the expiration of five days after the date of posting if mailed by certified mail, postage prepaid, to the addresses or facsimile numbers set forth below their signatures. Either party may change its address or facsimile number for the purpose of this Agreement by notice in writing to the other party as provided herein.

(i) Waiver. No failure or delay on the part of any party hereto to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy by any party preclude any other or further exercise thereof or the exercise of any other right or remedy. No express waiver or assent by any party hereto to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.

(j) Counterparts. Any number of counterparts of this Agreement may be signed and delivered, each of which will be considered an original and all of which, together, will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, on the date and year first above written.

Air Instrumentation,
a division of Safeware, Inc.

By: _____

Name: SAM SUMMERS
Title: MGR
Remit To Address:
P.O. Box 1465
Round Rock, TX 78680

Telephone No.: 512-671-7068
Facsimile No.: 512-238-7679
E-mail Address sales@airmonitors.net
Date: 1/22/08

Fort Bend County

By: _____

Name: Robert Hebert
Title: County Judge
Bill To Address:

Telephone No.: _____
Facsimile No.: _____
E-mail Address: _____
Date: 2-5-08

Schedule A-1
Maintenance Agreement

This Schedule is made pursuant to the terms of the Device Supply and Services Agreement dated _____, 2008 between FORT BEND COUNTY, and Air Instrumentation ("A.I.").

The following outlines the equipment and services contemplated under this agreement by A.I. in addition to the responsibilities assigned to FORT BEND COUNTY under this agreement.

A.I.

1. **List of Equipment to be maintained:**
   (a) Two (2) Guardian Readers
   (b) Five (5) Biosystems Phd Plus 4-gas monitors with O2, LEL, CO and H2S sensors
   (c) Four (4) Ludlum Radiation Detectors Model 2241-3.
   (d) Five (5) Drager Hazmat Kits
   (e) Four (4) CDS Kits with Simultantest Sets
   (f) Two (2) APD 2000
   (g) One (1) Ahura
   (h) Four (4) AreaRAEs with O2, LEL, CO, and CL2 sensor; and a 10.6eV PID lamp; with pump
   (i) Two (2) AreaRAEs with O2, LEL, CO and NH3 sensors; and a 10.6eV PID lamp; with pump

2. **List of Supplied Equipment:**
   (a) A.I. will provide up to two (3) 58 liter cylinder of multi-gas mix, and one (1) 34L cylinder of Isobutylene, one (1) 34L cylinder of Ammonia, and one (1) 34L cylinder of Chlorine cal gas per year.
   (b) A.I. will replace expired Immunoassay Test Strips for Guardian Reader (for the following: Anthrax, Ricin, Botulinum, Plague, Tularemia, and Brucella).
   (c) A.I. will replace expired colorimetric tubes for the Drager Hazmat Kits; and CDS Simultantest Sets I and V for the Drager CDS Kits.

3. **Service and Maintenance responsibilities: 'Performance Standards'**
   (a) Every 90 days Air Instrumentation will come on site to a specified location to inspect clean, and calibrate the instrumentation outlined in section 1.a.
   (b) A.I. will perform repairs for damage occurring during normal usage of equipment.
   (c) A.I. will maintain all service records and provide a copy of those records to FORT BEND COUNTY upon request.
   (d) A.I. will be responsible for any and all sensor replacement, should a sensor fail to calibrate
   (e) A.I. will provide loaner units for all RAE, Drager, Biosystems and Ludlum products only in the event of unit failure between service intervals.

4. **Training**
   (a) Upon execution of this agreement and within a reasonable period of time, A.I. will provide 2 hours minimum of training for the equipment listed in 1a. A.I. will also provide a minimum of 2 hours of annual training on the equipment for the duration of the contract.

FORT BEND COUNTY HAZMAT TEAM

1. **Annual Fee for Equipment and Service**
   (a) The annual fee for equipment and service is $26,961.00 due upon receipt of invoice. If the agreement is terminated by either party, A.I. will refund FORT BEND COUNTY at a rate of $2,246.75 for each calendar month of the agreement term in which services were not provided. A fee of 1 1/2 % per month will be charged to any invoice outstanding longer than 30 days after receipt by FORT BEND COUNTY.

2. **Prompt Return of monitors for calibration and service**
   (a) FORT BEND COUNTY employees will endeavor to return equipment for service in a timely manner in the supplied containers.

3. **Responsibility for lost, stolen or destroyed equipment**
   (a) FORT BEND COUNTY agrees to be responsible for the replacement costs of any supplied equipment that is lost, stolen or destroyed while in its possession. **A.I. will repair or replace equipment that is damaged in the normal course of use.**

4. **Prompt Return of equipment at the termination of this agreement**
   (a) FORT BEND COUNTY agrees to promptly return ALL of the equipment supplied under the terms of this agreement following the termination of said agreement, whether that occurs at the conclusion of the contract or under the terms in Section 7 of the agreement.

Effective Date: _____

Air Instrumentation		**FORT BEND COUNTY**	
1/22/08		2-5-08	
Signature	Date	Signature	Date
SAM SUMMERS	MGR.	Robert Hebert	County Judge
Print Name	Title	Print Name	Title

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $ 26,911.00 to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert Edward Sturdivant, County Auditor

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID KB SAFEW-1

DATE (MM/DD/YYYY) 01/30/08

PRODUCER
Alliant Insurance Services Inc
Franey Muha Commercial Group
9901 Business Pkwy - Suite B
Lanham MD 20706
Phone: 301-459-0055

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Safeware, Inc
t/a Air Instrumentation
3200 Hubbard Road
Landover MD 20785-2005

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Casualty Ins Co	
INSURER B: Twin City Fire Ins Co	
INSURER C: Hartford Fire Ins Co	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR	42UUNDF9139	07/10/07	07/10/08	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
						MED EXP (Any one person)	$ 10,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$ 2,000,000
						Emp Ben.	2,000,000
C		AUTOMOBILE LIABILITY X ANY AUTO	42UENDF9302	07/10/07	07/10/08	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		X HIRED AUTOS				BODILY INJURY (Per accident)	$
		X NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AUTO ONLY: AGG	$
A		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE	42RHUDF8737	07/10/07	07/10/08	EACH OCCURRENCE	$ 5,000,000
						AGGREGATE	$ 5,000,000
		DEDUCTIBLE					$
		X RETENTION $ 10,000					$
							$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	42WEPB9054	07/10/07	07/10/08	X WC STATU-TORY LIMITS OTH-ER	
						E.L. EACH ACCIDENT	$ 500,000
						E.L. DISEASE - EA EMPLOYEE	$ 500,000
						E.L. DISEASE - POLICY LIMIT	$ 500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: Fort Bend County Mainentance Contract
Certificate holder is additional insured with respect to general liability as required by written contract. General liability is primary and "non-contributory" per policy forms. Waiver of subrogation for general liability permitted prior to loss.

CERTIFICATE HOLDER

FORTB01

Fort Bend County Purchasing
Attn: Debbie Kaminski
4520 Reading Road
Rosenberg TX 77471

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

33E

Agency # _____

Department of Information Resources
Communications Services Division
SERVICE AGREEMENT

This service agreement is between the Department of Information Resources/Communications Services Division (DIR/CTS) and the Customer. It is the intent of the parties to comply with the provisions of Texas Government Code Chapter 771, Interagency Cooperative Act and/or Chapter 791 Interlocal Cooperation Act as applicable, and Title 10, Subtitle D, Chapter 2170, Telecommunication Services, Texas Government Code.

I. DIR/CTS Responsibilities

1.1 DIR/CTS agrees to provide Customer with connectivity through various transmission methods to the TEX-AN network for specific communications services including, but not limited to, video, voice, routed data, Internet and/or equipment (hereinafter "services").

1.2 DIR/CTS will assist and advise the Customer in determining the best and most economical usage of the services.

1.3 DIR/CTS will bill monthly for services, as required and respond to inquiries regarding Customer's bill. DIR/CTS shall commence billing for services as they are provisioned.

II. Customer Responsibilities

2.1 The Customer will provide Purchase Orders (PO's) to DIR/CTS for services, as ordered, which shall be valid for the entire term of this Service Agreement. Customer shall comply with the DIR rules applicable to the Communications Services Division, 1 TAC Chapter 207, as the same may be amended from time to time.

2.2 Customer has the responsibility to cooperate and coordinate with DIR/CTS so as to avoid delaying DIR/CTS in the provisioning of and billing for ordered services. Specifically, it is the Customer's responsibility to designate, in a timely manner, the type of service desired and provide DIR/CTS with information which may effect technical, logistical, engineering, or equipment aspects of service delivery. The Customer is exclusively responsible for any equipment added to their premises for connectivity to TEXAN services. Customer shall keep DIR/CTS promptly informed of its billing contact, address, telephone numbers, Purchase Order numbers, eligibility status and technical contact, and changes to any of the foregoing. Customer understands and agrees that its failure to timely perform its duties, which delay DIR/CTS in the delivery of ordered services, is not a condition of Force Majeure.

2.3 Payments will be made in full within 30 days of receipt of an invoice or voucher prepared by DIR/CTS. Customer represents that it possesses sufficient current revenues to satisfy the timely payment of goods and services provided by DIR/CTS hereunder. In all events, Customer shall be billed for and shall pay in a timely manner for all services actually ordered and received up through the effective date of termination of services. Customer shall be responsible for issuing and maintaining the status of PO's. Customer agrees it has no rights to setoff against bills received from DIR/CTS. Customer's covenant to pay survives termination of this Service Agreement.

2.4 Customer is exclusively responsible for the operation and security of its premise equipment. The risk of toll fraud or other unauthorized use of its premise equipment rests with the Customer. Customer accepts this risk and understands that it shall be solely responsible to pay all charges, which may result from toll fraud or unauthorized use of its premise equipment. Customer hereby releases and waives any claim it may have now or in the future against DIR/CTS for the payment of charges arising from toll fraud or other unauthorized use on its premise equipment.

4-14-09 orig. ret. to Cheryl at Purchasing

2.5 Customer is a qualified entity to receive goods and services from DIR/CTS. Services will terminate without liability to DIR/CTS should Customer's eligibility status change during the term of this Service Agreement.

III. Term

The term of this Service Agreement begins on the date of the last party to sign and is in effect for the period through the end of the state's current fiscal year. The Service Agreement is annually renewable by the timely issuance of a PO by Customer, received prior to the end of the current contract term. In the event a new PO is not received in a timely manner, services will continue on a month-to-month basis until a new Purchase Order is received or termination of the Service Agreement is effected by compliance with Article V. hereof.

IV. Billing

4.1 DIR/CTS's first month's billing for any circuits provisioned will commence on the date provisioning is completed.

4.2 DIR/CTS will cease billing circuits on the date disconnection is completed.

4.3 All other services shall be billed on an usage basis from the first date of actual service until the service is disconnected.

4.4 In compliance with Title I, Chapter 207, Rule number 207.5, of the Texas Administrative Code: customer's billing dispute timing and payment obligations shall track those found in the Prompt Payment Act, Chapter 2251, Texas Government Code.

V. Termination and Amendments

5.1 TSD may provide notice of intent to terminate this Service Agreement for convenience by sending a written statement to that effect, which shall be received by Customer no less than thirty (30) days prior to the Effective Date of termination. TSD may terminate any Service Agreement for cause, with an immediate Effective Date, by issuing written notice to Customer, upon failure of Customer to make timely payment of bills.

5.2 A Customer may provide notice of intent to terminate this Service Agreement for convenience by sending a written statement to that effect, which shall be received by DIR/CTS no less than thirty (30) days prior to the Effective Date of termination. A Customer request to change a service shall not take effect until Customer provides written notice to DIR/CTS of any changes to ordered services. If DIR/CTS does not receive written notification, the Customer will continue to be billed monthly until proper notification is received. No written termination notice shall be effective prior to the expiration of thirty (30) days after receipt by DIR/CTS.

5.3 Amendments to this Service Agreement shall only be effective upon execution of an instrument in writing by authorized representatives of DIR/CTS and the Customer.

VI. Other Conditions of Service

6.1 Service rates are subject to change by DIR/CTS upon 30-days written notice to Customer.

6.2 No conflicting terms or conditions found in Customer orders or forms shall become a part of this Service Agreement.

6.3 If service and/or communications projects are canceled at any time prior to completion, Customer shall be responsible for all actual costs incurred by DIR/CTS up to the date of cancellation. DIR/CTS will bill the Customer for these costs. Customer's covenant to pay shall survive the cancellation of a project.

6.4 DIR/CTS relies on third party contractors for the fulfillment of services contracted for hereunder. Therefore, DIR/CTS makes no independent warranties or guarantees, express or implied, regarding said services.

6.5 The following terms have the meaning indicated for purposes of this Service Agreement:

"Force Majeure" means the parties' performance under this Service Agreement shall be adjusted or suspended by mutual agreement to the extent performance is beyond the reasonable control of the parties for reasons including, but not limited to: strikes, work stoppages, fire, water, flood, lightning, government action, acts of God or public enemy, delays of power company, local exchange company, or other carrier. Failure of Customer to coordinate and cooperate so as to delay DIR/CTS is not an event of Force Majeure. In the event of Force Majeure, the sole and exclusive remedy to the party suffering the delay shall be an equivalent extension of the time for performance. The parties shall document to one another the onset of events of Force Majeure within three days of their onset.

"Provision" and "provisioning" means DIR/CTS has acquired, arranged for or provided at the Customer's site, the equipment, supplies or other items necessary to provide the ordered service(s), but does not mean the actual act(s) of turning up the ordered service(s).

VII. Customer Service Resources

Customer Service Resources may be found at www.texan.state.tx.us. Inquiries regarding this Service Agreement may be directed to DIR, Support Services Division, at (512) 463-7800.

Customer hereby agrees to the terms and conditions of this Service Agreement; represents that the official executing this Service Agreement is authorized to bind the Customer to its terms; and that Customer has completed all of its internal processes to make this a binding undertaking on the part of Customer.

CUSTOMER: Fort Bend County	**DEPARTMENT OF INFORMATION RESOURCES**
BY: Robert Hebert	BY: _____
NAME: Robert Hebert	NAME: Cindy Reed, Director
TITLE: County Judge	TITLE: Deputy Director of Operations and Statewide Technology and Sourcing, DIR
DATE: April 7, 2009	DATE: _____
_____	**Legal:** ____

DIR Contract No. DIR-SDD-198

Vendor Contract No. _____

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

SHI Government Solutions

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and SHI Government Solutions, Inc. (hereinafter "Vendor"), with its principal place of business at 1250 Capital of Texas Highway, Suite 1-350, Austin, Texas 78746.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a posting on the Texas Building and Procurement Commission's Electronic State Business Daily, posting number DIR-BUSOP-TMP-050, on October 21, 2004, for Named Software Reseller.

C. Order of Precedence

This Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; and Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, and finally Appendix B.

2. Product and Service Offerings

A. Products

Products available under this Contract are limited to Adobe Education Software, Adobe Government Software, Computer Associates Software, IBM Lotus Software, Macromedia Software, Novell Software, Symantec Software and Wall Data (NetManage) Software. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above.

B. Services

Services available under this Contract are limited to any value-added service as established in DIR's Agreements with the named Publishers that Vendor may pass through to the Publisher for performance as related to the products listed in Section 2.A. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

6. Authorized Exceptions to Terms and Conditions.

A. Vendor is not utilizing designated Order Fulfillers to provide service, sales, and support resources to Customers. All references in Appendix A to "Order Fulfiller" or "Order Fulfillers" shall mean "Vendor". Should Vendor desire to utilize designated Order Fulfillers, an amendment shall be made to this Contract in accordance with Subsection 5.B of Appendix A.

B. Upon execution of this Contract, Vendor shall no longer sell any product available under this Contract through Contract 313-001A.

C. The following language is added to Section 8, Contract Fulfillment and Promotion, E. Internet Access to Contract and Pricing Information, 1) Vendor Website: "Vendor must provide a non-password protected, State of Texas specific website with 24-7 access to a current price list and product information. Website should be searchable by product name, product description and part number."

D. The following language is added to Section 11, Contract Administration, A. Contract Administrators, 2) Vendor Contract Administrator: "The Contract Administrator shall have the ability to resolve issues, be accessible to DIR and provide proactive consultation to DIR about emerging opportunities and contracting vehicles to assist DIR and Customers to ensure the best relationship between DIR and Publishers for products and services named in Section 2 of this Contract".

E. The following language is added to Section 11, Contract Administration, B. Reporting and Administrative Fees, 1) Reporting Responsibility, new subsection c): "Vendor shall provide customized reporting, above and beyond the reporting requirement mandated in Section 11B of Appendix A to the Contract, for all contract related sales to DIR and customers, at no charge, in any format requested by the Customer as frequently as DIR and/or the Customer requests".

This Contract is executed to be effective as of the date of last signature.

SHI Government Solutions, Inc.	**The State of Texas, acting by and through the Department of Information Resources**
Authorized By: ***signature on file***	**Authorized By:** ***signature on file***
Name: Darron Gross	**Name: Larry Zeplin**
Title: Acct. Executive	**Title: Assistant Director, Service Delivery**
Date: 5/23/05	**Date: 5/17/05**
	Legal: CJHK 05-17-05

HelpSTAR® 2008
Help Desk Technology

Proposal for a Help Desk System

Prepared For:

Fort Bend County

Sales: *Rakhi Madan*
1-800-563-4357 Ext. 254
rmadan@helpstar.com

Consultant: *Rick DaSilva*
rdasilva@helpstar.com

Date: *March 27, 2009*

"Help Desk Best Practices - Right out of the box!®"

HelpSTAR®

March 27, 2009

Mr. Charles A. Cook
Fort Bend County
301 Jackson Street
Richmond, Texas 77469

Dear Mr. Cook:

Re: Executive Summary - Evaluating HelpSTAR®2008

We are pleased to provide you with the attached Executive Summary of our proposal to Fort Bend County offering HelpSTAR®2008 as the product of choice for your Help Desk. The HelpSTAR team is serious about assisting you to make sure our solutions live up to your expectations.

Requirements Summary

Our current understanding of your Help Desk requirements indicates a need for:

- A web-based system
- Email integration
- A self-service knowledge base
- The ability for End Users to submit their own requests primarily through the web or email.

HelpSTAR was developed based on these exact requirements. Self-service is key to a successful Help Desk. If the end users can have their questions answered before even contacting a Support Technician, everyone is happy! HelpSTAR's web interface, email integration and the self-service knowledge base meet all these requirements.

We have had the pleasure of providing your team with a demonstration of HelpSTAR®2008. Within this package I have summarized the information provided to them including:

- Information about Help Desk Technology International Corporation (HDTIC),
- Pricing information,
- Information about what you can expect after you buy, and
- A brief look at HelpSTAR®2008

Contact information for Fort Bend County's HelpSTAR team is included in this package. We would be happy to answer any questions you may have. I look forward to working with you.

Sincerely,

Rakhi Madan

Rakhi Madan
Sales Consultant

Choose the Right System

Fort Bend County

HelpSTAR® 2008
Help Desk Technology

Fort Bend County Goals 1

Pricing Summary 2

HelpSTAR Meets your Goals 3

Why HelpSTAR ? - Added Value 4

Your HelpSTAR Team 5

Quote Details 6

Miscellaneous 7

Choose the Right System

Fort Bend County

Fort Bend County Goals

- ✓ To ensure and improve availability of business critical applications by reducing the time needed for problem resolution
- ✓ Offer a web-based automated process for managing calls, requests and problems
- ✓ Offer a searchable knowledgebase of common solutions, known errors and workarounds
- ✓ Allow support staff access to their work queues via a web interface
- ✓ Offer unlimited web-based seats to end users
- ✓ Offer end user direct access to help desk application

HelpSTAR addresses your key issues and supports your long and short-term goals. In the next section, we describe the system, tell how it will work and define its key benefits.

Pricing Summary

Our recommendation offers a complete solution to Fort Bend County. The following table identifies the total costs of our system.

Product	Qty	Cost
HelpSTAR 2008 Enterprise Edition Starter Pack - 100 Privileged User Licenses	1	**$ 37,715.50**
Web Portal	1	**$ 1,495.00**
Unlimited End Users		**$ 0.00**
Annual Service Assurance Plan	1	**$ 8,709.00**
TOTAL		**$ 47,919.50**

Choose the Right System

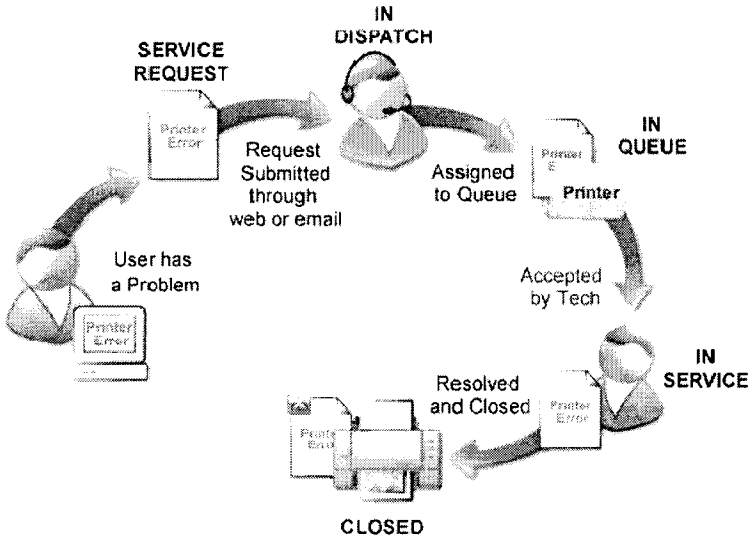
Fort Bend County

HelpSTAR Meets your goals

HelpSTAR was developed on the exact requirements of Fort Bend County

- ✓ A web-based solution
- ✓ Email Integration
- ✓ A self-service knowledge base
- ✓ The ability for end users to submit their own requests primarily through the web or email.

How does it work?



What will it do for Fort Bend County?

- ✓ Self-service is key to a successful help desk. If the end user can have his questions answered before even contacting a technician, everyone is happy!
- ✓ HelpSTAR's Web Interface, email integration and the self-service knowledge base meets all these requirements.

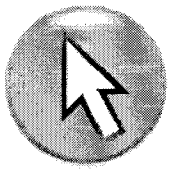
Why HelpSTAR ? - Added Value

HDTIC has been an innovative player in the problem management software application arena since 1988.

We are a privately held corporation under the same ownership for more than 20 years. Our clients benefit from this stability. Under the direction of our President, Igal Hauer, the company consists of:

- A Team of Dedicated Software Developers
- Committed Customer Service and Technical Support Reps
- Consultants who support our Sales Team and look after Clients once their purchase is made

Since inception our company's mantra has been **"Get the Job Done!"**. In 2009, this continues to be the case.

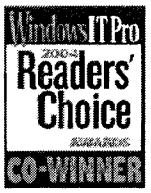


"Help Desk Best Practices – Right out of the box!®"

Information Technology comprises the foundation upon which all modern enterprises are built.

HelpSTAR enables businesses to remain competitive in today's economic climate, while focusing on best practices methodology in supporting their Information Technology infrastructure.These best practices aim to deliver a consistently high level-of-service to the end-users, all the while minimizing costs. HelpSTAR incorporates these best practices by providing functionality that supports end-user self-help, facilitates first-call resolutions, and provides powerful work-flow capabilities with auto-escalation.

Distinctions



Help Desk Software

Asset Management

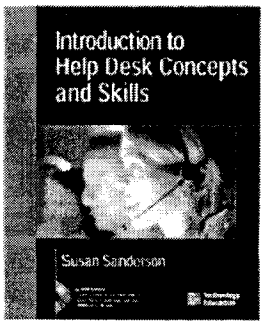
The success of HelpSTAR is evidenced by our recognition with Windows IT Pro Magazine Readers' Choice Award :

- 2004 Readers' Choice Award - **Best Help Desk**
- 2005 Readers' Choice Award - **Best Help Desk**
- 2006 was the last year Windows IT Pro awarded "Readers Choice". Once again in 2006, HelpSTAR won for **Best Help Desk** and also pulled off an upset win over the Microsoft System management Server as the **Best Asset Management** Software.

Industry Recognition

"McGraw Hill chose HelpSTAR for teaching help desk best practices because of its out-of-the-box power, simplicity, and comprehensive functionality."

Brandon Nordin, Publisher, McGraw-Hill



Your HelpSTAR Team

Fort Bend County has the following Consultants assigned to your account:

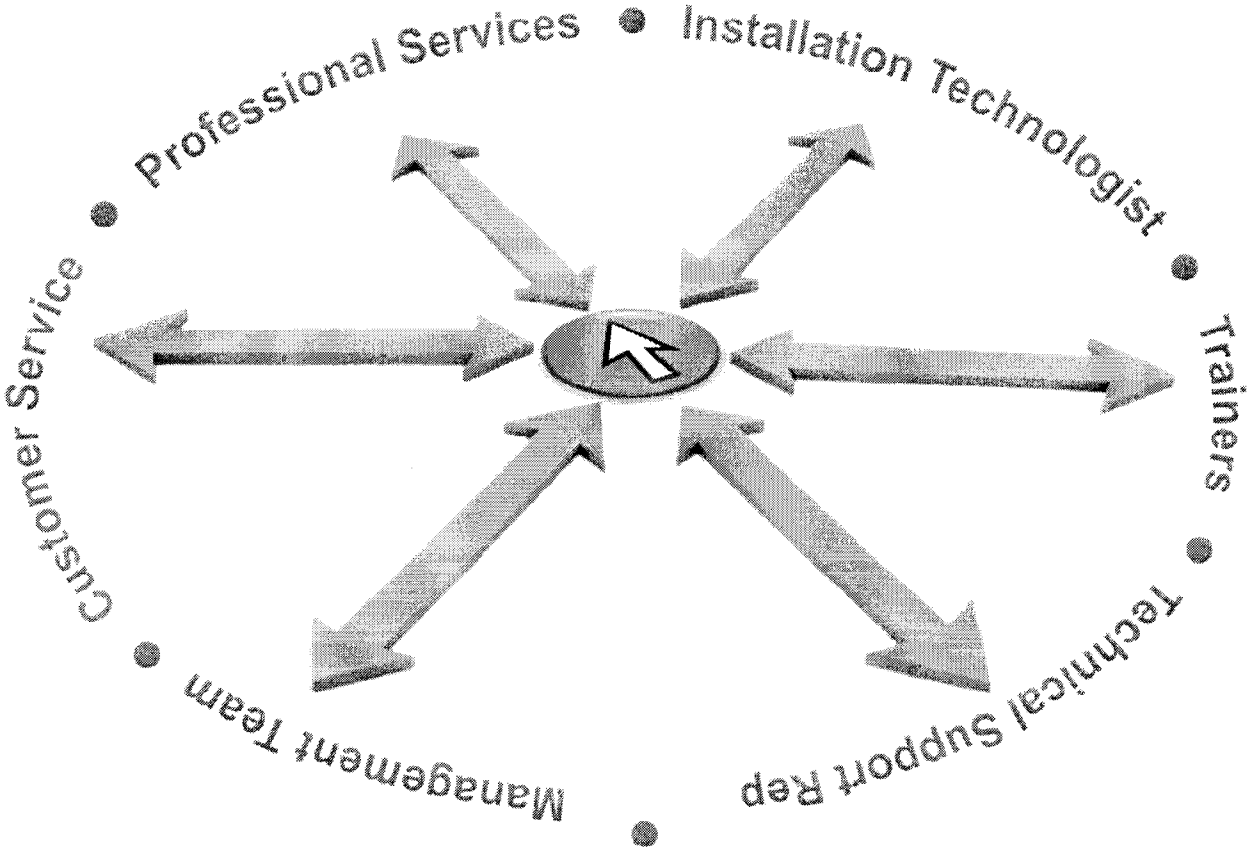
Sales:

Rakhi Madan
rmadan@helpstar.com
1-800-563-4357 Ext. 254

Professional Services:

Rick DaSilva
rdasilva@helpstar.com

They are supported by a great team of professionals.



HelpSTAR®

Help Desk Technology Corporation

QUOTATION No. 18911

DATE: 3/27/2009

Help Desk Technology International Corporation
James Fort Building, Suite 14
Hincks St, Bridgetown, Barbados

Mailing Address:
1328 North Ferdon Blvd, #315
Crestview, FL 32536

Phone: 1-800-563-4357 , Fax: 1-800-815-4332

Quotation Provided to:
Jeff DeModna
SHI-Government Solutions - Reseller
2 Riverview Drive
Somerset, NJ, 08873

HelpSTAR Edition	HelpSTAR 2008 Enterprise for SQL Starter Pack	$7,995.00
Licenses:	Privileged User Licenses included in Starter Pack: 2	
	Additional Privileged User Licenses: 98	$68,110.00
Additional Modules:	.Net Web Portal	$1,495.00
Service Plan	One Year Annual Service Assurance Plan	$8,709.00
Other	Reseller Discount	($4,354.50)
	Privileged User License Bulk Discount	($34,055.00)
	SHIPPING	$20.00
		$47,919.50

All prices quoted are $US

Comments:

- **The Annual Service Assurance Plan C**
  current licensing cost at the time of re

(Funding: IT ~~$39,919.50~~ Library $14,000)

Quote includes:

- **Two spots for HelpSTAR Training Sem**
- **Ten Hours of web-based consulting**
- **Unlimited End Users**

This quotation is valid until: Apr 27, 2009

Help Desk Technology International Corporation pr… …oney Back Guarantee

☐ I am authorized to accept this quotation and … …oduct indicated above.

☐ I am authorized to accept this quotation and … …chnology International Corporation.

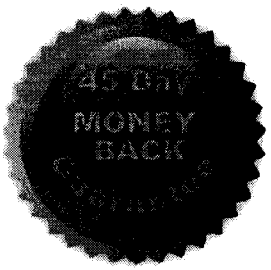
Authorized Signature: _____ Name: _____

Purchase Order No. _____ Date: _____

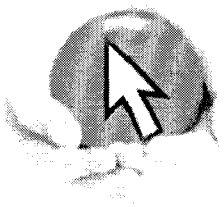
Attach a copy of your Purchase Order with this signed Quotation

After You Buy - Money Back Guarantee

You will have 45 days to put HelpSTAR through its paces in your environment. If, for any reason, you find that HelpSTAR does meet your Help Desk requirements, your order will be cancelled and any payments made will be refunded - no questions asked!



Service Plan



Help Desk Technology invests millions of dollars annually to upgrade and enhance our software.

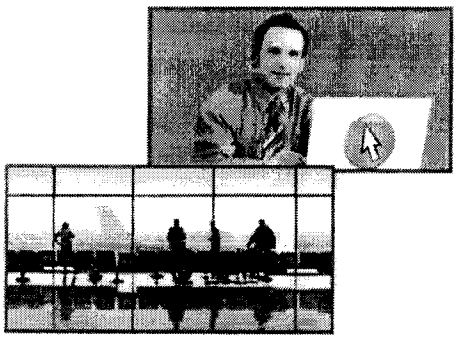
Keep your HelpSTAR installation current with our *Annual Service Assurance Plan*

Subscribers to our **ASAP** program receive all updates and upgrades to HelpSTAR as they become available, PLUS:

- Unlimited technical support for incidents.
- An annual 'health check' session. One of our consultants spends an hour with your help desk manager reviewing challenges and offering suggestions on how to tweak HelpSTAR for maximum performance.

Further Training Options

- Option to purchase additional web based Consulting
- Register for our four-day public seminars
- Ask for a quote for on-site consultation



HelpSTAR® *2008*

Help Desk Technology Corporation

www.helpSTAR.com

INFORMATION TECHNOLOGY

500 Liberty
Suite 212
Richmond, TX 77469

Charles A. Cook
Director Of Information Technology

Phone: (281) 341-4570
Fax: (281) 341-4526

TO: The Honorable Commissioner's Court

FROM: Charles Cook CAC
Director of Information Technology

DATE: March 31, 2009

SUBJECT: Help Desk Replacement Proposal

Enclosed you will find information regarding replacing our current Help Desk System. We initiated an effort to improve the services we provide and to contain the spiraling costs of the existing system. The major missing component was web based support for creating and checking the status of service requests.

Information Technology originally implemented the BMC Software Remedy Help Desk (Remedy) system in April, 2001 and the Fort Bend County Libraries implemented Remedy in June of 2001. In order to meet our needs, we needed a newer version of the Remedy software. That cost was a minimum of $100,000.00 each for both departments.

After extensive research and evaluations, we are recommending the HelpStar 2008 product by Help Desk Technologies Corporation.

The HelpStar 2008 system costs: $47,919.50

Our combined annual maintenance on the existing system is $25,672.01. Our new combined annual maintenance will be $8,709.00. This represents a **$16,963.01** annual savings over what we currently pay.

The enclosed documentation provides the backup information for what I summarized above. I will meet with each of you as needed to answer any questions you may have as I seek your approval to continue with the project.

Fort Bend County Tabulation
BID 09-012
Term Contract for Weed, Brush and Insect Control Material

Term: 1 October 2008 through 30 September 2009

Awarded 9/9/08: Award to all vendors meeting specifications based on price, availability and quantity at time of order
***Amended 2/24/09 (effective 2/26/09)**

Item #1: 2, 4-D Amine Full Aquatic Label, price per gallon									Lawson Item #1614
Container Size	Adapco Inc.	Alligare	B & G Chemicals	DeAngelo Brothers	Lesco	Public Health	Red River Specialties	Crop Production Services	Univar USA
2.5 gallons				$ 38.40			$ 13.25	$ 12.60	$ 18.30
15 gallons									
30 gallons				$ 457.50			$ 12.85		
55 gallons									
250 gallons							$ 11.05	$ 12.35	

Item #2: 30+30 (Permethrin 30% Piperonyl Butoxide 30%), price per gallon									Lawson Item #1640
Container Size	Adapco Inc.	Alligare	B & G Chemicals	DeAngelo Brothers	Lesco	Public Health	Red River Specialties	CPS	Univar USA
2.5 gallons			$ 93.35			$ 349.75			$ 125.00
5 gallons	$ 160.00		$ 93.35			$ 699.50			
30 gallons	$ 160.00		$ 92.15			$ 3,897.00			
55 gallons			$ 85.50			$ 6,979.50			
250 gallons			$ 91.50						
275 gallons	$ 160.00		$ 86.30			$ 32,972.50			
Brand Bid	Permanone 3030					Skeeter Blitz			

Item #3: Altosid Briquettes (Mosquito Larvicide and Pupicide), price per case									Lawson Item #1649
Container Size	Adapco Inc.	Alligare	B & G Chemicals	DeAngelo Brothers	Lesco	Public Health	Red River Specialties	CPS	Univar USA
1 cs/400	$ 388.00		$ 388.00				$ 387.00		$ 388.00

Item #4: Altosid XR (Mosquito Larvicide and Pupicide) price per carton									Lawson Item #1650
Container Size	Adapco Inc.	Alligare	B & G Chemicals	DeAngelo Brothers	Lesco	Public Health	Red River Specialties	CPS	Univar USA
1 cs/220	$ 620.40		$ 620.40				$ 619.50		$ 620.40

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Item #5: Aqualuer 20-20 or equivalent, price per gallon									Lawson Item #1646
Container Size	**Adapco Inc.**	**Alligare**	**B & G Chemicals**	**DeAngelo Brothers**	**Lesco**	**Public Health**	**Red River Specialties**	**CPS**	**Univar USA**
1 gallons									
2.5 gallons	$ 189.59		$ 155.00			$ 387.50			
5 gallons			$ 155.00			$ 745.00			$ 145.00
30 gallons	$ 189.59		$ 155.00			$ 4,407.00			$ 145.00
55 gallons			$ 155.00			$ 8,030.00			
250 gallons			$ 155.00						
275 gallons			$ 155.00			$ 38,472.50			$ 145.00
Brand Bid	Aquareslin		Aqualuer 20-20			Aqua Blitz 20+20			Aqua-Kontrol 20-20

Item #6: Arsenal, price per gallon									Lawson Item #1601
Container Size	**Adapco Inc.**	**Alligare**	**B & G Chemicals**	**DeAngelo Brothers**	**Lesco**	**Public Health**	**Red River Specialties**	**CPS**	**Univar USA**
2.5 gallons		Disqualified:		Disqualified:			$ 220.00	$ 215.30	
15 gallons		Did not bid		Did not bid			$ 220.00	$ 215.30	
120 gallons		product		product					
225 gallons		specified		specified					

Item #7: Arsenal, EUP, Habitat (Aquatic), price per gallon									Lawson Item #1602
Container Size	**Adapco Inc.**	**Alligare**	**B & G Chemicals**	**DeAngelo Brothers**	**Lesco**	**Public Health**	**Red River Specialties**	**CPS**	**Univar USA**
2.5 gallons		Disqualified:		Disqualified:			$ 212.00	$ 220.00	
15 gallons		Did not bid		Did not bid			$ 210.00	$ 220.00	
120 gallons		product specified		product specified					

Item #8: Big Foot Dye SS, price per quart									Lawson Item #1635
Container Size	**Adapco Inc.**	**Alligare**	**B & G Chemicals**	**DeAngelo Brothers**	**Lesco**	**Public Health**	**Red River Specialties**	**CPS**	**Univar USA**
1 quart								$ 19.50	
1 gallon									
2.5 gallons									$ 55.29

Item #9: Das Diuron 4L, price per gallon									Lawson Item #1633
Container Size	Adapco Inc.	Alligare	B & G Chemicals	DeAngelo Brothers	Lesco	Public Health	Red River Specialties	CPS	Univar USA
2.5 gallons		Disqualified							$ 17.64

Item #10: Dupont Landmark Herbicide, price per pound									Lawson Item #1657
Container Size	Adapco Inc.	Alligare	B & G Chemicals	DeAngelo Brothers	Lesco	Public Health	Red River Specialties	CPS	Univar USA
1 pound							$ 119.00		
4 pounds				$ 498.00			$ 119.00	$ 142.00	

Item #11: Dupont Oust Extra, price per pound									Lawson Item #1653
Container Size	Adapco Inc.	Alligare	B & G Chemicals	DeAngelo Brothers	Lesco	Public Health	Red River Specialties	CPS	Univar USA
4 pounds		Disqualified		$ 305.44			$ 78.00	$ 75.00	

Item #12: Envirotech Mineral Oil (Grade 13T, BUA 13) or equivalent, price per gallon									Lawson Item #1639
Container Size	Adapco Inc.	Alligare	B & G Chemicals	DeAngelo Brothers	Lesco	Public Health	Red River Specialties	CPS	Univar USA
5 gallons	$ 10.80		$ 9.50						
50 gallons									
55 gallons	$ 8.64		$ 7.15						$ 7.95
275 gallons			$ 8.59						

Item #13: Escort, price per Ounce									Lawson Item #1621
Container Size	Adapco Inc.	Alligare	B & G Chemicals	DeAngelo Brothers	Lesco	Public Health	Red River Specialties	CPS	Univar USA
1 oz.		Disqualified:							
8 oz.		Did not bid		$ 66.00					
16 oz.		product		$ 127.36			$ 11.00	$ 9.00	

Item #14: Evoluer 4-4 ULV (Permethrin 4% Piperonyl Butoxide 4%) or equivalent, price per gallon									Lawson Item #1645
Container Size	**Adapco Inc.**	**Alligare**	**B & G Chemicals**	**DeAngelo Brothers**	**Lesco**	**Public Health**	**Red River Specialties**	**CPS**	**Univar USA**
2.5 gallons	$ 28.50		$ 22.25						$ 18.50
5 gallons			$ 22.25						
30 gallons	$ 26.50		$ 21.69						
55 gallons			$ 21.18						$ 17.41
250 gallons			$ 21.18						
275 gallons	$ 22.90		$ 21.18						$ 17.49
Brand Bid	Permanone 4-8		Evouer 4-4 & PermX 4-4						Kontrol 4-4

Item #15: Finale, price per gallon									Lawson Item #1625
Container Size	**Adapco Inc.**	**Alligare**	**B & G Chemicals**	**DeAngelo Brothers**	**Lesco**	**Public Health**	**Red River Specialties**	**CPS**	**Univar USA**
2.5 gallons									
5 gallons					$ 475.15				
30 gallons									

Item #16: Garlon 3A, price per gallon									Lawson Item #1603
Container Size	**Adapco Inc.**	**Alligare**	**B & G Chemicals**	**DeAngelo Brothers**	**Lesco**	**Public Health**	**Red River Specialties**	**CPS**	**Univar USA**
2.5 gallons		Disqualified:		Disqualified:			$ 68.00	$ 58.24	
15 gallons		Did not bid		Did not bid			$ 63.00	$ 58.24	
30 gallons		product		product			$ 64.00	$ 58.24	
120 gallons		specified		specified					

Item #17: Garlon 4, price per gallon									Lawson Item #1626
Container Size	**Adapco Inc.**	**Alligare**	**B & G Chemicals**	**DeAngelo Brothers**	**Lesco**	**Public Health**	**Red River Specialties**	**CPS**	**Univar USA**
2.5 gallons							$ 90.00	$ 91.00	
15 gallons								$ 91.00	
30 gallons		Disqualified:		Disqualified:			$ 90.00	$ 91.00	
120 gallons		Did not bid		Did not bid					
250 gallons		product		product					
350 gallons		specified		specified					

Item #18: Glyphosate 41%+7.5% Surfactant, price per gallon									Lawson Item #1627
Container Size	**Adapco Inc.**	**Alligare**	**B & G Chemicals**	**DeAngelo Brothers**	**Lesco**	**Public Health**	**Red River Specialties**	**CPS**	**Univar USA**
2.5 gallons		$ 29.75		$ 100.90			$ 38.00	$ 39.00	$ 34.16
15 gallons									
30 gallons		$ 29.75		$ 1,197.00			$ 37.50	$ 36.00	
150 gallons									
250 gallons		$ 29.75					$ 37.25		
Brand Bid		Alligare		Razor			Razor	Razor Pro	Glyfos X-Tra

Item #19: Glyphosate 41%+14% Surfactant, price per gallon									Lawson Item #1628
Container Size	**Adapco Inc.**	**Alligare**	**B & G Chemicals**	**DeAngelo Brothers**	**Lesco**	**Public Health**	**Red River Specialties**	**CPS**	**Univar USA**
2.5 gallons				$ 97.13	$ 108.25		$ 39.00	$ 39.00	
15 gallons					$ 216.50				
30 gallons				$ 1,143.00	$ 1,300.00		$ 38.50	$ 36.00	
250 gallons							$ 38.25		
Brand Bid				Razor	Prosecutor Pro		Razor Pro	Razor Pro	

Item #20: Glyphosate 53.8% No Surfactant, price per gallon									Lawson Item #1629
Container Size	**Adapco Inc.**	**Alligare**	**B & G Chemicals**	**DeAngelo Brothers**	**Lesco**	**Public Health**	**Red River Specialties**	**CPS**	**Univar USA**
2.5 gallons				$ 111.50	$ 78.65		$ 54.00	$ 45.80	
5 gallons					$ 157.30				
15 gallons									
30 gallons				$ 1,300.80			$ 52.00	$ 40.00	
35 gallons									
55 gallons									
250 gallons								$ 40.00	
Brand Bid				Aquaneat	Aquaneat		Aquaneat	Aquaneat	

Item #21: MSMA 6 Plus 47.60% Active, pricer per gallon									Lawson Item #1622
Container Size	**Adapco Inc.**	**Alligare**	**B & G Chemicals**	**DeAngelo Brothers**	**Lesco**	**Public Health**	**Red River Specialties**	**CPS**	**Univar USA**
2.5 gallons							$ 22.00	$ 15.90	$ 18.19

Item #22: Milesonte VM, price per gallon									Lawson Item #1658
Container Size	Adapco Inc.	Alligare	B & G Chemicals	DeAngelo Brothers	Lesco	Public Health	Red River Specialties	CPS	Univar USA
1 quart				$ 79.75					
2.5 gallons				$ 745.63			$ 265.00	$ 299.40	
15 gallons							$ 264.00		
120 gallons									
350 gallons									

Item #23: Mosquitomist One ULV, price per gallon									Lawson Item #1604
Container Size	Adapco Inc.	Alligare	B & G Chemicals	DeAngelo Brothers	Lesco	Public Health	Red River Specialties	CPS	Univar USA
30 gallons						$ 1,770.00			
55 gallons						$ 3,190.00			
250 gallons						$ 14,375.00			

Item #24: Out Rider, price per ounce									Lawson Item #1631
Container Size	Adapco Inc.	Alligare	B & G Chemicals	DeAngelo Brothers	Lesco	Public Health	Red River Specialties	CPS	Univar USA
20 oz.				$ 257.00			$ 13.00	$ 13.00	

Item #25: Plateau, price per gallon									Lawson Item #1615
Container Size	Adapco Inc.	Alligare	B & G Chemicals	DeAngelo Brothers	Lesco	Public Health	Red River Specialties	CPS	Univar USA
1 gallon		Disqualified: Did not bid product specified		Disqualified: Did not bid product specified			$ 239.00	$ 229.10	
2.5 gallons							$ 239.00	$ 229.10	
15 gallons							$ 239.00	$ 229.10	
120 gallons									
275 gallons									

Item #26: Pro-Mate Accuracy 30%, price per guart									Lawson Item #1619
Container Size	Adapco Inc.	Alligare	B & G Chemicals	DeAngelo Brothers	Lesco	Public Health	Red River Specialties	CPS	Univar USA
1 quart									

Item #27: Pyrenone 25-5 (Pyrethrins 5% Piperonyl Butoxide 25%), price per gallon									Lawson Item #1644
Container Size	Adapco Inc.	Alligare	B & G Chemicals	DeAngelo Brothers	Lesco	Public Health	Red River Specialties	CPS	Univar USA
1 gallon			$ 164.75						
2.5 gallons			$ 164.75						$ 144.88
5 gallons			$ 164.15						
30 gallons			$ 164.15						
55 gallons			$ 163.00						
275 gallons			$ 159.00						

Item #28: Rodeo Herbicide, price per gallon									Lawson Item #1605
Container Size	Adapco Inc.	Alligare	B & G Chemicals	DeAngelo Brothers	Lesco	Public Health	Red River Specialties	CPS	Univar USA
2.5 gallons							$ 56.00	$ 49.75	
15 gallons									
30 gallons							$ 56.00	$ 49.75	
120 gallons									

Item #29: Roundup Pro Concentrate 50.2% Isopropylamine Salt of Glyphosate-complete w/ perf tech surfactant price per gal									Lawson #1607
Container Size	Adapco Inc.	Alligare	B & G Chemicals	DeAngelo Brothers	Lesco	Public Health	Red River Specialties	CPS	Univar USA
2.5 gallons				$ 118.40			$ 47.00	$ 47.64	
30 gallons				$ 1,416.00			$ 46.00	$ 47.64	
150 gallons							$ 44.00		

Item #30: Roundup Pro Herbicide, price per gallon									Lawson Item #1606
Container Size	Adapco Inc.	Alligare	B & G Chemicals	DeAngelo Brothers	Lesco	Public Health	Red River Specialties	CPS	Univar USA
2.5 gallons					$ 170.15		$ 42.00	$ 45.40	$ 45.88
5 gallons		Disqualified:			$ 340.30				
30 gallons		Did not bid			$ 2,042.10		$ 40.00	$ 40.00	$ 42.79
150 gallons		procduct							

Item #31: Sahara DG Herbicide, price per pound									Lawson Item #1624
Container Size	Adapco Inc.	Alligare	B & G Chemicals	DeAngelo Brothers	Lesco	Public Health	Red River Specialties	CPS	Univar USA

2 pounds		Disqualified:			Disqualified:				
10 pounds		Did not bid			Did not bid		$ 8.28	$ 8.70	
40 pounds		product			product		$ 8.28		

Item #32: Scourge, price per gallon									Lawson Item #1616
Container Size	Adapco Inc.	Alligare	B & G Chemicals	DeAngelo Brothers	Lesco	Public Health	Red River Specialties	CPS	Univar USA
5 gallons	$ 386.82		$ 364.56						
30 gallons	$ 383.13		$ 360.93						
55 gallons	$ 380.77		$ 358.88						

Item #33: Skeeter Abate 5% (Mosquito Larvicide and Pupicide) or equivalent, price per pound									Lawson Item #1648
Container Size	Adapco Inc.	Alligare	B & G Chemicals	DeAngelo Brothers	Lesco	Public Health	Red River Specialties	CPS	Univar USA
25 pounds									$ 7.49
40 pounds			$ 7.90						
44 pounds						$ 18.95			
Brand Bid			Provect 5G						Provect 5G

Item #34: Surfactant Load: 60%, HLB Ratio: 12, Antifoam Index: 3, price per gallon									Lawson Item #1609
Container Size	Adapco Inc.	Alligare	B & G Chemicals	DeAngelo Brothers	Lesco	Public Health	Red River Specialties	CPS	Univar USA
2.5 gallons							$ 7.64	$ 12.00	
15 gallons							$ 7.64		
30 gallons							$ 7.64		
275 gallons									
Brand Bid							Red River 90	Spreader 90	

Item #35: Surfactant: Nonionic Surfactant Load: 70% HLB Ratio: 12, Antifoam Index: 3, price per gallon									Lawson Item #1610
Container Size	Adapco Inc.	Alligare	B & G Chemicals	DeAngelo Brothers	Lesco	Public Health	Red River Specialties	CPS	Univar USA
1 gallon					$ 79.20				
2.5 gallons					$ 49.50		$ 7.64	$ 12.00	
5 gallons					$ 99.00				
15 gallons							$ 7.64		
30 gallons							$ 7.64		
55 gallons					$ 1,100.00				
275 gallons									

Brand Bid					Spreader Sticker		Red River 90	Spreader 90	

Item #36: Surfactant: Nonionic Surfactant Load: 70% HLB Ratio: 12, Antifoam Index: 3, app'd aquatic applications price per gallon Lawson Item #1611									
Container Size	**Adapco Inc.**	**Alligare**	**B & G Chemicals**	**DeAngelo Brothers**	**Lesco**	**Public Health**	**Red River Specialties**	**CPS**	**Univar USA**
2.5 gallons							$ 7.64	$ 11.00	
15 gallons							$ 7.64		
30 gallons							$ 7.64		
275 gallons									
Brand Bid							Red River 90	Spreader 90	

Item #37: Surfactant: Nonionic Active Ingredient 96% Poly-1-P-Menthene, price per gallon Lawson Item #1612									
Container Size	**Adapco Inc.**	**Alligare**	**B & G Chemicals**	**DeAngelo Brothers**	**Lesco**	**Public Health**	**Red River Specialties**	**CPS**	**Univar USA**
2.5 gallons							*$22.60	$ 30.50	
30 gallons									
Brand Bid							Sun Spot 100	Nu-Film IR	

Item #38: Tordon K, price per gallon Lawson Item #1638									
Container Size	**Adapco Inc.**	**Alligare**	**B & G Chemicals**	**DeAngelo Brothers**	**Lesco**	**Public Health**	**Red River Specialties**	**CPS**	**Univar USA**
2.5 gallons							$ 84.00	$ 79.86	
15 gallons		Disqualified:		Disqualified:			$ 87.00		
30 gallons		Did not bid		Did not bid			$ 84.00		
120 gallons		product		product					
350 gallons		specified		specified					

Item #39: Vectobac 12AS or equivalent biological larvicide Aqueous suspension 1.279 billion ITU per liter 1/2%, price per gallon Lawson Item #1652									
Container Size	**Adapco Inc.**	**Alligare**	**B & G Chemicals**	**DeAngelo Brothers**	**Lesco**	**Public Health**	**Red River Specialties**	**CPS**	**Univar USA**
2.5 gallons	$ 33.57		$ 27.60						$ 30.63
5 gallons			$ 27.60						
30 gallons	$ 32.57		$ 27.40						$ 28.84
250 gallons	$ 31.57								
264 gallons			$ 26.50						

Brand Bid	Aquabac XT		Vectobac 12AS						Teknar

Item #40; Velpar-L, price per gallon									Lawson Item #1613
Container Size	**Adapco Inc.**	**Alligare**	**B & G Chemicals**	**DeAngelo Brothers**	**Lesco**	**Public Health**	**Red River Specialties**	**CPS**	**Univar USA**
2.5 gallons				$ 163.13			$ 61.00	$ 58.70	
15 gallons								$ 58.70	

FORT BEND COUNTY
Attn: Debbie Kaminski, CPPB
March 26, 2009

Reference Bid # 09-012 MSMA 6 plus Item # 21

Debbie,

We are requesting an increase on Item 21 MSMA 6 Plus to $19.88 due to the increase in cost we have incurred from the manufactory. We have 10 pallets in stock for now, we don't know what the availability will be in the future it may not be available. Please see letter from our supplier.

Any questions please call me.

THX

A.J.Thibodeaux
Crop Production Services
13622 E Hardy Rd
Houston, TX 77039
Cell 713-705-9800

LUXEMBOURG

From the desk of :

William L. Russ
Business Manager .. U.S.
Luxembourg-Pamol, Inc.
119 Carriage Hill Drive
Lexington, S.C. 29072

March 5, 2009

To: Mr. Barry Credille
Crop Production Services

Reference: MSMA Costing Changes

Barry, in response to your inquiry regarding the changes in costing to CPS and other U.S. distribution specific to MSMA, following is a brief update on what has happened to the cost on this product.

Using February of 2008 as a cost basis, the product cost has increased as follows:

June 1, 2008 ..... 13 % from February , 2008
September 1, 2008 ..... 15 % from June 1, 2008
February 1, 2009 ..... 13 % from September 1, 2008

The full increase from February of 2008 to February of 2009 is approximately 47%.

In regard to the reason for the increase, it is due heavily to the cost of caustic soda on the world market combined with the expense of the MSMA registration defense with EPA. As you are aware, an agreement was recently negotiated by the MAA Taskforce and EPA which resulted in keeping MSMA labeled for highway ROW useage in the U.S. for several more years.

If you have further questions, please let me know.

Thanks!!

Bill

From: Kitty Wooton <Kitty.Wooton@univarusa.com>
To: "kaminskd@co.fort-bend.tx.us" <kaminskd@co.fort-bend.tx.us>
CC: Scott Pinkerton <Scott.Pinkerton@univarusa.com>
Date: 3/26/2009 3:10 PM
Subject: MSMA

Univar will not be able to honor the bid price of $18.19 per gallon on MSMA due to EPA re-labeling. The re-labeling put a stop on production. We still don't have availability information from our main supplier on this product but have located another source. We can supply Fort Bend County with material from this supplier at the price of $21.00 per gallon.

Thank you for the opportunity to quote you!!

Best regards,

Kitty Wooton
PPS - Customer Service Representative III
Univar USA Inc.
Houston, TX
T 832-386-3308
F 281-864-9908
www.pestweb.com

34A

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 3/24/09	**Submitted By: Kathleen Barnes**
	Department: Sheriff's Office
Court Agenda Date: 4/7/09	**Phone Number: 281 341-4703**

SUMMARY OF ITEM: Nextel phone service done without a Purchase Order

RENEWAL AGREEMENT/APPOINTMENT YES NO X
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES NO X

List Supporting Documents Attached: ***Invoice transmittal and Nextel bill***

FINANCIAL SUMMARY: Nextel airtime bill

BUDGETED ITEM: YES NO X

FUNDNG SOURCE: Accounting Unit: 100560999 Account Number: 63000
Activity (If Applicable): G560-08HIDTA 22300

DESCRIPTION OF LAWSOM ACCOUNT: _Fees_____

Instructions to submit Agenda Request Form:

- **Completely fill out agenda form: incomplete forms will not be processed.**
- **Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.**
- **All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.**

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office X (✓ when completed)
If by E-Mail to osplindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

X	Auditor	(281-341-3774)	X	Comm. Pct. 1	(281-342-0587)
X	Budget Officer	(281-344-3954)	X	Comm. Pct. 2	(281-403-8009)
X	Facilities/Planning	(281-633-7022)	X	Comm. Pct. 3	(281-242-9060)
X	Purchasing Agent	(281-341-8642)	X	Comm. Pct. 4	(281-980-9077)
X	Information Technology	(281-341-4526)	X	County Clerk	(281-341-8697)
☐	Other:		X	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

FORT BEND COUNTY AUDITOR
ACCOUNTS PAYABLE
County Auditor Form 1016
(Rev. 11/07)

INVOICE TRANSMITTAL

100560999
63000
Grants & Projects (if needed)
G560-08HIDTA
22300

Vendor #	13400	
Vendor Name		
Sprint/Nextel		
Address		
City		
State	Zip Code	Date 03/24/09

Invoice #/Invoice Date/Desc	Amount
Account No. 631826981	5,720.67
Nextel airtime charges	
	Total 5,720.67

County Auditor's Use Only

CC Approval Date _____

Check Type _____

Audited By _____

Received

Paid

Kathleen Barnes
Authorized Department Approval

Treasurer's Register Stamp and Number

Sprint

> ACCOUNT INFORMATION

Account Name

Account Number
[redacted]

Invoice Date
March 02, 2009

Total Amount Due
$5,720.67

> MONTHLY INVOICE SUMMARY

January 27 - February 28, 2009

Previous Balance	5,642.91
Outstanding Balance - Due Upon Receipt	**$5,642.91**
Access and Related Items	59.96
Cellular Services	30.43
Sprint Surcharges	1.78
Government Fees and Taxes	5.59
Total Current Charges for [redacted] Due 03/23/09	**677.76**
Total Amount Due	**$5,720.67**

*Any unpaid balance after the due date may be subject to a late payment charge per your contract.

> CUSTOMER CARE

Register and Logon
www.sprint.com

Call Sprint
1-877-639-8351

> SPRINT NEWS AND NOTICES

This section contains important updates about your Sprint Services, including Service or Rate Changes, Promotions and Offers.

Correspondence

Please send all correspondence including billing inquiries to:
Sprint Customer Service
PO Box 8077
London, KY 40742
Do not enclose your payment with the correspondence.
You may also contact Sprint Customer Care at the number listed on your invoice or by going to sprint.com.

> PAYMENT OPTIONS

To Pay Your Bill Online Go To
www.sprint.com/mysprint
Sign up for Recurring Direct Debit

To Pay Your Bill By Phone Call
1-800-639-6111 or
611 from your Sprint phone

To Pay Your Bill By Mail
See reverse side for details. >

Sprint
PO BOX 8077
London, KY 40742
#BWNKCTX
#0000 063182688B1 B 4#
MANIFESTLINE----------

KATHLEEN BARNES
1410 RANSOM RD
RICHMOND, TX 77469-3617

Sent By: FBC SHERIFF'S FINANCE DIVISION; 281 341 4773; Mar-26-09 10:19AM; Page 3/3

34B

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: March 25, 2009 **Submitted By:** Dennis McAfee
Department: Sheriff's Office
Court Agenda Date: ~~March 31, 2009~~ Apr. 7 **Phone Number:** (281) 341-4700

SUMMARY OF ITEM: Take all appropriate action on request to authorize electronic application to U.S. Department of Justice for grant funding not to exceed 10 sworn officers by the COPS Hiring Recovery Program (CHRP) for the period of October 1, 2009 through September 30, 2012, with no cash match required until conclusion of the Federal funding in 2012, when the positions must be retained by Fort Bend County for a term of at least twelve months.

RENEWAL AGREEMENT/APPOINTMENT YES NO X
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES NO X
List Supporting Documents Attached:

FINANCIAL SUMMARY: 100% Salary and Fringe Benefits only for three years.

BUDGETED ITEM: YES NO XX

FUNDNG SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:
- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:
Original Form Submitted with back up to County Judge's Office x☐ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

x☐	Auditor	(281-341-3774)	x☐	Comm. Pct. 1	(281-342-0587)
x☐	Budget Officer	(281-344-3964)	x☐	Comm. Pct. 2	(281-403-8009)
x☐	Facilities/Planning	(281-633-7022)	x☐	Comm. Pct. 3	(281-242-9060)
x☐	Purchasing Agent	(281-341-8642)	x☐	Comm. Pct. 4	(281-980-9077)
x☐	Information Technology	(281-341-4528	x☐	County Clerk	(281-341-8697)
x☐	Other:		x	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

CO JUDGE BOB HEBERT Fax:2813418609 Mar 25 2009 10:15 P.01

Dear Colleague,

Dennis McAfee

From: Cops_Info [Cops_Info@usdoj.gov]
Sent: Monday, March 16, 2009 8:03 AM
To: Dennis.McAfee@co.fort-bend.tx.us
Subject: COPS Hiring Recovery Program (CHRP) is now open

United States Department of Justice
Office of Community Oriented Policing Services (COPS)

Office of the Director
1100 Vermont Avenue, N.W.
Washington, DC 20530

March 16, 2009

Dear Colleague,

The Office of Community Oriented Policing Services (COPS Office) is pleased to announce that the solicitation for applications requesting funding under the COPS Hiring Recovery Program (CHRP) is now open. CHRP is a competitive grant program that provides funding directly to law enforcement agencies having primary law enforcement authority to create and preserve jobs and to increase their community policing capacity and crime-prevention efforts. Up to $1 billion in grant funding is available for the hiring and rehiring of career law enforcement officers. There is no local match requirement for CHRP, but grant funding will be based on current entry-level salary and benefits packages, and therefore any additional costs for higher salaries or benefits for particular individuals hired will be the responsibility of the grantee agency.

CHRP grants will provide 100 percent funding for approved entry-level salaries and benefits for three years (36 months) for newly-hired, full-time sworn officer positions (including filling existing unfunded vacancies) or for rehired officers who have been laid off, or are scheduled to be laid off on a future date, as a result of local budget cuts. Although there is no cap on the number of positions an agency may request, but awards will be limited to available funding.

Grantees must retain all sworn officer positions awarded under the CHRP grant for a period of one year (12 months) following the conclusion of grant funding. The retained CHRP-funded position(s) should be added to the grantee's law enforcement budget with state and/or local funds, over and above the number of locally-funded positions that would have existed in the absence of the grant.

In evaluating how many positions to request, please be mindful of the initial three-year grant period and your agency's ability to fill the officer positions awarded, as well as to retain the additional positions for 12 months following the conclusion of the grant, while following your agency's established hiring policies and procedures.

Applications for CHRP grants are currently being accepted online through the COPS Office web site: www.cops.usdoj.gov. The COPS Office wants to ensure that your agency has sufficient time to complete all required pre-application steps, and therefore encourages you to join the thousands of law enforcement agencies that have already visited the COPS Office web site to establish or update their online account through the "Account Access" feature. The website will also allow you to review important information regarding CHRP eligibility, details on application procedures, the COPS nonsupplanting requirement, and other frequently asked questions regarding the program. Also, please be aware that the provisions of the American Recovery and Reinvestment Act require submissions of new and additional quarterly financial and programmatic reports from CHRP grantees.

CO JUDGE BOB HEBERT Fax:2813418609 Mar 25 2009 10:15 P.02

Agencies will be able to submit applications online at www.cops.usdoj.gov until **11:59pm, Eastern Daylight Time, on April 14, 2009**. Any applications submitted after this time will not be accepted or considered for funding under this program. Also note that applicants who do not complete the required pre-application steps as outlined on the COPS web site in time to submit the application will not be considered for funding; therefore, if your agency is interested in this funding opportunity, you are encouraged to begin the necessary steps immediately.

The COPS Office looks forward to working with the law enforcement agencies that apply under this program and will provide technical assistance to applicants during the solicitation process, as requested. For more information, please visit the COPS Office web site at www.cops.usdoj.gov, or call the COPS Office Response Center at 1.800.421.6770.

Sincerely,

Timothy J. Quinn
Acting Director

CO JUDGE BOB HEBERT Fax:2813418609 Mar 25 2009 10:15 P.03

FORT BEND COUNTY
COMMISSIONERS COURT AGENDA REQUEST FORM
RETURN TO: AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

DATE SUBMITTED: April 1, 2009
COURT AGENDA DATE: 4-7-09
SUBMITTED BY: Terriann Carlson
DEPARTMENT: Sheriff's Office
PHONE NO.: (281) 341-4700
AGENDA # 34C

SUMMARY OF ITEM: Take all appropriate action to approve submission of the grant application for the Victim Coordinator Liaison Grant (VCLG – FY 2010 - 2011) to the Office of the Attorney General, Crime Victims' Services Division. The term of this grant contract is up to 2 years from September 01, 2009 through August 31, 2011, with no cash match required by Fort Bend County. Also take all appropriate action to sign the required Attachment "A" (Statements Supporting Submission of the Application to the OAG Crime Victim Services Division and required Attachment "B" (Resolution of Governing Body)

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No (X)

LIST SUPPORTING DOCUMENTS ATTACHED: Attachment "A" (Statements Supporting Submission of the Application to the OAG Crime Victim Services Division and required Attachment "B" (Resolution of Governing Body)

FINANCIAL SUMMARY:

BUDGETED ITEM:	ANNUALIZED DOLLARS:	COMMENTS:
Yes ( ) No ( ) N/A (X)	One Time ( )	Grant 09/01/2009 through 08/31/2011
Funding Source: Contingency	Recurring ( )	
und Agency Org Object	N/A (X)	

Original Form Submitted with back up to County Judge's Office: (X) (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us **If by Fax to (281) 341-8609**
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

( ) Auditor	(281-341-3774)	( ) Comm. Pct. 1	(281-342-0587)
( ) Budget Officer	(281-344-3954)	( ) Comm. Pct. 2	(281-403-8009)
( ) County Attorney	(281-341-4557)	( ) Comm. Pct. 3	(281-242-9060)
( ) Purchasing Agent	(281-341-8642)	( ) Comm. Pct. 4	(281-980-9077)
( ) County Clerk	(281-341-8697)	( ) Facilities/Planning	(281-633-7022)

Instructions for submitting an Agenda Request:

1. Completely fill out agenda form, incomplete forms will not be processed.
2. Agenda Request Forms may be submitted by e-mail, fax, or inter-office mail, and all information must be provided by Wednesday at 2:00 p.m. to all departments listed above.
3. All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

RECOMMENDATION / ACTION REQUESTED:

4-15-09 orig. ret. to Renee at Sheriff

Special Handling Requested (specify) : _____

OFFICE OF THE ATTORNEY GENERAL
CRIME VICTIM SERVICES DIVISION

Other Victim Assistance Grants (OVAG)
Victim Coordinator and Liaison Grants (VCLG)

FY2010-2011 Grant Application Kit

REGISTRATION DEADLINE:
5:00 p.m. CST Friday, March 27, 2009

APPLICATION DEADLINE:
5:00 p.m. CST Wednesday, April 22, 2009

This Kit contains the following:

Instructions

Definitions

Certifications and Assurances

Required Attachments A & B

NOTE: Be sure to download the Excel workbook, which is also part of the Application Kit. The Excel workbook is a separate electronic file. See additional instructions in this Kit.

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Other Victim Assistance Grant (OVAG) Program
Victim Coordinator and Liaison Grant (VCLG) Program

How to Obtain an Application Kit

The OAG will post the Application Kit on the OAG's official agency website at http://www.oag.state.tx.us/victims/grants.shtml. Updates and other helpful reminders about the application process will also be posted at this location. Potential Applicants are encouraged to refer to this site regularly.

This Application Kit provides the information and forms necessary to prepare an Application for funding through the Office of the Attorney General (OAG), Crime Victim Services Division (CVSD) for the OVAG and the VCLG Programs.

- An Applicant may submit an application for either one OVAG or one VCLG, but not both.
- If eligible, an OVAG Applicant may also apply for one SAPCS-State as well as one SAPCS-Federal funding opportunity.
- Each grant opportunity has a separate Application Kit.
- An Applicant must register on-line their intent to apply for each grant opportunity.
- A separate Application must be submitted for each grant opportunity.

Applicant Registration – Deadline March 27, 2009

All applicants are required to complete on-line Applicant Registration in order to apply for FY 2010-11 grants. To register go to: http://www.oag.state.tx.us/victims/grants.shtml.

- **The deadline to register is 5:00 p.m. CST Friday, March 27, 2009.**
- After registering, applicants will receive a Unique Application Number (UAN).
- The UAN will be used by the OAG to track the receipt of applications from registered Applicants.
- OVAG applicants only: After completing the registration for a OVAG grant, the Applicant will be able to also submit registrations for any other eligible grant opportunities.

The UAN assigned must be included on all documents submitted to the OAG.

On-line Registration is required. If registration is not completed by 5:00 pm CST March 27, 2009, then an Application will not be accepted and is not eligible for funding.

Application Submission – Deadline April 22, 2009

The Application consists of an Excel workbook, Attachment A, Attachment B, Job Descriptions for the personnel requested in the budget, and Collaborative Agreements, if applicable.

The Applicant must submit an Application for OVAG or VCLG funding by 5:00 p.m. CST on April 22, 2009 to be considered for funding. **To meet the deadline, the application must be submitted by both hard copy and email.**

1. Hard copies:

- The Applicant must use a Next Day Air Overnight Delivery Service that tracks its deliveries. **Submission by Next Day Air Overnight Delivery Service ensures that your Application can be tracked.**
- The Applicant must submit one (1) original and three (3) hard copies of the Application.
- The Application should be printed on 8.5 x 11 inch paper. Separate each Application with a binder clip. Do not staple or otherwise bind Applications.
- The Application must be sent to the following address:

CVS GRANTS APPLICATIONS – MC 005
OFFICE OF THE ATTORNEY GENERAL
300 W 15TH ST RM 102
AUSTIN, TX 78701-1649

2. Email copies:

- The Applicant must submit the Excel workbook only.
- The Excel workbook must be sent to the following email address: **CVSGrantsApplications@oag.state.tx.us**
- An auto-reply message will be generated by the OAG for email received at this address. If the Applicant does not receive an auto-reply message, they are strongly encouraged to contact the OAG immediately at (512) 936-1278.

The OAG accepts no responsibility for delays in shipping. Applicants are strongly advised to allow for and anticipate any such delays by sending the Application as early as possible. Late Applications will not be considered under any circumstances.

For security purposes the OAG cannot accept Applications submitted in other formats, including walk-in or hand delivery or same day courier service.

Proof of sending a document by email or other means is not proof that the OAG received the information.

Please contact the OAG if there are any questions about the method of delivery.

The OAG will not consider or fund an Application if it is not filed by the due date.

Required Software

Microsoft Excel 97 or newer version is required to complete the Application and apply for a grant. *Adobe Reader* is required to access the Application Kit. *Adobe Reader* can be downloaded free at www.adobe.com.

Availability of Funds

The OVAG and VCLG Programs receive appropriations from the Texas Compensation to Victims of Crime Fund (Fund 469), pursuant to Article 56.541 of the Texas Code of Criminal Procedure. All funding is contingent upon an appropriation to the OAG by the Texas Legislature. The OAG makes no commitment that an Application, once submitted, or a grant, once funded, will receive subsequent funding.

Grant Contract Period - Up to Two Years

The term of this grant contract is up to two years from September 1, 2009 through August 31, 2011, subject to and contingent on funding and approval by the OAG. If the grant contract period extends for more than one state fiscal year, the grantee may be required to submit additional documentation relating to the second fiscal year of the grant contract period, including an updated budget. The OAG may base its decision for the second fiscal year funding amounts on the grantee's first year performance, including but not limited to: the timeliness and thoroughness of reporting, effective and efficient use of grant funds and the success of the project in meeting its goals.

Eligible Applicants

The following entities are eligible to apply under the OVAG Program:

- Local units of government;
- Non-profit agencies with 26 U.S.C. § 501(c)(3) status; or
- State agencies, including universities.

The following entities are eligible to apply under the VCLG Program:

- A local criminal prosecutor may apply for a grant to fund a position, or part of a position, for a victim assistance coordinator.
- A local law enforcement agency may apply for a grant to fund a position or part of a position, for a crime victim liaison.

Eligible Budget Categories

- Personnel
- Fringe Benefits
- Professional and Consultant Services
- Travel
- Equipment
- Supplies
- Other Direct Operating Expenses

Ineligible Costs

Ineligible activities include, but are not limited to:

- Payment for overtime, out-of-state travel, dues, or lobbying
- Purchasing food and beverages except as allowed under Texas State Travel Guidelines
- Purchasing or leasing vehicles
- Purchasing promotional items or recreational activities
- Paying for travel that is unrelated to the direct delivery of services that supports the OAG funded program
- Paying consultants or vendors who participate directly in writing a grant application
- Paying any portion of the salary or any other compensation for an elected government official
- Payment of bad debt, fines or penalties
- Medical costs, such as SANE fees or salaries, or items paid for by the CVC Program
- Purchasing any other products or services the OAG identifies as inappropriate or unallowable
- Any unallowable costs set forth in state or federal cost principles

Ineligible Activities

Ineligible activities include, but are not limited to:

- Activities solely for research purposes
- Activities solely for the prosecution of an offender, such as witness coordination, expert witness fees, or prosecutor salaries
- Activities solely for law enforcement purposes, such as investigators or patrol officers
- Probation activities that assist an offender
- Offender-related activities, such as mediation or alcohol/drug abuse counseling
- Activities solely to prevent crime

Funding Levels

For each fiscal year of the grant term, the following are the minimum and maximum amounts the OAG will reimburse toward each project funded. Applications requesting an amount below the minimum may not be considered. Applications requesting an amount above the maximum may not be considered and/or may impact the Applicant's score, and the budget may be adjusted by the OAG.

Type of Project	Fiscal Year Minimum Amount	Fiscal Year Maximum Amount
OVAG Project	$20,000	$50,000
OVAG Statewide Project	$20,000	$220,000
VCLG Project	$20,000	$39,000

Match Requirements

There are no match requirements for the OVAG or VCLG projects.

Volunteer Requirements

As resources for victim service programs become more limited, volunteers may be necessary to ensure that victims continue to receive quality services when they are needed most.

- The OVAG Program has a volunteer requirement for non-profit Applicants. Governmental Applicants are encouraged, but not required, to use volunteers in some capacity to support the mission of the organization.
- The VCLG Program does **not** have a volunteer requirement.

Assistance with Restitution Requirements

Among other provisions, Article 42 of the Texas Code of Criminal Procedure contains three provisions related to restitution and the Texas Compensation to Victims of Crime Fund (Fund 469):

(1) Allowing courts to order restitution to be credited to Fund 469 (Article 42.037(a)).
(2) Allowing courts to assess a $12 administrative fee where restitution is ordered and paid in installments. Of that amount, $6 remains with the court and $6 is paid to Fund 469 (Article 42.037(g)(1)).

(3) Allowing courts to order a one-time payment to Fund 469 in an amount up to $50 for misdemeanor offenses or up to $100 for felony offenses (Article 42.12 Section 11(a)(18)).

Prosecutor-based victim assistance programs applying for VCLG or OVAG funds will be required to provide the following services in FY10-11:

- Assistance in making restitution requests; and
- Collaboration with the OAG pursuant to the Texas Code of Criminal Procedure, Article 42.037, to ensure restitution is ordered in the appropriate amount to be paid back to Fund 469 after compensation has been paid to the victim.

Prosecutors will be required to report on assistance in making restitution requests in the OAG performance report.

State and Federal Requirements

All Applicants should review and be familiar with the OAG administrative rules governing the OVAG and VCLG Programs. These rules are published in 1 Texas Administrative Code, Part 3, Chapter 60, found at:
http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=4&ti=1&pt=3&ch=60

In addition to the OAG's administrative rules, Applicants should be familiar with the Uniform Grant Management Standards (UGMS) and relevant Office of Management and Budget (OMB) circulars that relate to state, and if applicable, federal grant funding.

- UGMS can be found at: http://www.governor.state.tx.us/grants/what
- OMB Circulars can be found at: http://www.whitehouse.gov/omb/circulars/

Contact Information

Assistance with technical questions about the Application Kit is available via:

- Email: cvsgrantsapplications@oag.state.tx.us
- Phone: Jennifer McShane (512) 936-1278

Email is the preferred method for submitting questions. Each person submitting a question should include his/her name, the name of the organization, an email address, a phone number and if applicable, the Unique Application Number. OAG staff cannot assist with writing Applications.

OVAG Program Requirements

The purpose of the OVAG Program is to provide funds, using a competitive allocation method, to programs that address the unmet needs of victims by maintaining or increasing their access to quality services.

OVAG Purpose Areas: Grant contracts awarded under this Application Kit may be used for victim-related services or assistance for the following purposes:

- Providing direct victim services including, but not limited to, counseling, crisis intervention, assistance with Crime Victims' Compensation, legal assistance, victim advocacy, and information and referral;

- Providing outreach or community education to help identify crime victims who might not otherwise be reached and provide or refer them to needed services;
- Connecting crime victims to services for the purpose of supporting or assisting in their recovery;
- Training professionals and volunteers to improve their ability to inform victims of their rights, to assist victims in their recovery, or to establish a continuum of care for victims; or
- Other support for victim-related services or assistance as determined by the OAG.

OVAG Staffing Requirements: The funding priority for the OVAG Program is to support positions that provide victim-related services or assistance and in particular to provide direct victim services.

- A minimum of 75% of an Applicant's budget must be allocated to the Personnel and Fringe Benefits budget categories. This requirement applies to all Applicants. The OAG may grant an exception to this requirement for projects that demonstrate a need as described in Tab H, Personnel and Fringe Costs.
- An Applicant that requests 85% or more of the total grant amount in the Personnel and Fringe budget categories will be given additional consideration in scoring.
- An Applicant is limited to no more than six positions.
- Job Descriptions are required and must be submitted for all positions requesting funding.

OVAG Direct Victim Services Staff: Unless otherwise indicated in this Application Kit, all Applicants must provide one direct victim service staff person working at least twenty hours per week or two direct victim service staff persons working at least ten hours each per week in the applicant's budget. Direct Victim Services are defined in the Definitions section of this Application Kit.

This requirement applies to all Applicants, including those that rely upon volunteers or contracted staff to deliver direct victim services. The OAG may grant an exception to this requirement for projects that demonstrate a need as described in Tab H, Personnel and Fringe Costs.

OVAG Administrative Staff: While the OAG prefers to fund positions providing direct victim services, it recognizes that administrative personnel may be needed to support victim-related services or assistance.

- The Applicant may not include more than three positions, providing administrative support.
- The OAG will consider any position that has hours listed on the budget in the Administrative Column on Tab H-Personnel and Fringe Costs as one of the three allowed administrative positions.
- The combined total number of hours for all administrative positions can not exceed fifteen hours per week.

OVAG Non-Profit Volunteer Requirement: All non-profit (non-governmental) OVAG Applicants are required to use volunteers in some way to support the mission of their organization. Applicants must identify the role of a volunteer within the organization and describe program components related to recruitment, retention and training of volunteers. If the organization does not currently utilize volunteers, a plan must be provided explaining how a volunteer program will be developed and implemented during the grant term.

OVAG Statewide Project: A statewide project is one that actively offers or provides victim-related services or assistance in six or more Council of Government (COG) regions. In addition to the purpose areas stated above, only Statewide projects may apply for funding for public awareness campaigns designed for connecting crime victims to services for the purpose of supporting or assisting in their recovery.

VCLG Program Requirements

The purpose of the VCLG program is to fund the mandated positions described in the Texas Code of Criminal Procedure, Article 56.04, specifically Victim Assistance Coordinators (VAC) in prosecutor offices and Crime Victim Liaisons (CVL) in law enforcement agencies.

In addition to the duties imposed in the Texas Code of Criminal Procedure, Article 56.04 (and more specifically described in Article 56.02), VACs and CVLs are also expected to promote and educate the community and other professionals about victim rights and services in an effort to identify crime victims and provide or refer them to needed services.

VCLG Staffing Requirements: An Applicant for the VCLG Program must request funding for a position that will perform the duties of a VAC or a CVL.

- A minimum of 75% of an Applicant's budget must be allocated to the Personnel and Fringe Budget categories.
- An Applicant that requests 85% or more of the total grant amount in the Personnel and Fringe Benefits budget categories will be given additional consideration in scoring.
- The Applicant must, at minimum, provide one VAC or CVL position working twenty hours per week or two positions working at least ten hours each per week in the applicant's budget.
- Job Descriptions are required and must be submitted for all positions requesting funding.

Review Process

The OAG will review each timely, completed Application filed by an eligible Applicant.

- At any time during the review process an OAG staff member may contact the Applicant for additional information.
- All areas of the budget are subject to review and approval by the OAG. Decisions related to the budget are based on both eligibility and reasonableness.

Scoring
The Application will be scored on information provided by the Applicant including, but not limited to:

- Organization Summary (20% of overall score)
- Project Summary and Description of Need (20% of overall score)
- What Will Be Done (30% of overall score)
- Assessment and Evaluation (10% of overall score)
- Financial Questions (15% of overall score)
- Other scoring criteria (5% of overall score)

Grant Decisions
All grant decisions including, but not limited to, eligibility, evaluation and review, and funding rest completely within the discretionary authority of the OAG. The decisions made by the OAG are final and are not subject to appeal.

The OAG may choose to award a grant contract from a different OAG funding source than that for which the Applicant applied.

The OAG is not obligated to award a grant at the total amount requested and/or within the budget categories requested. The OAG reserves the right to make awards at amounts above and/or below the stated funding levels.

Funding Priority
The OAG reserves the right to consider all other appropriations or funding an Applicant currently receives when making funding decisions. The OAG may give priority to Applicants that do not receive other sources of funding, including funding that originates from the Texas Compensation to Victims of Crime Fund (Fund 469).

The OAG reserves the right to give priority to projects that provide direct victim services with grant funds, that provide information and education about victim rights in their community, or projects that utilize volunteers in providing services. The OAG reserves the right to give priority to projects that provide services in certain geographic or programmatic areas.

Grant Award Notification
The Applicant shall be notified in writing of the OAG's decision regarding a grant award.

The OAG may utilize a grant contract document and/or a notice of grant document once a decision is made to award a grant. The Applicant will be given a deadline to act to accept the grant award and to return the appropriate document to the OAG within the time prescribed by the OAG. An Applicant's failure to return the signed document to the OAG within the prescribed time period will be construed as a rejection of the grant award, and the OAG may de-obligate funds.

Special Conditions

The OAG may assign special conditions at the time of the award. Until satisfied, these special conditions may affect the Applicant's ability to receive funds. If special conditions are not resolved, the OAG may de-obligate funds up to the entire amount of the grant award.

Reporting Requirements

If an Application is funded, grantees will be required to report to the OAG in the manner and schedule as determined by the OAG. Reporting on grant project activities such as outputs and outcomes via quarterly Performance Reports will be required.

Method of Payment

OAG grants are paid on a cost-reimbursement basis.

Definitions

Direct Victim Services – are defined as providing the following activities:

- Assistance with Crime Victims' Compensation
- Assistance with Texas VINE
- Information and Referral
- Accompaniment (Criminal Justice, Law Enforcement, Medical)
- Crisis Intervention
- Individual Counseling
- Groups (Support, Therapeutic)
- Peer Support Services
- Assistance with Restitution
- Assistance with Victim Impact Panels
- Assistance with Victim Impact Statements
- Emergency Funds
- Follow up with Victim
- Legal Assistance
- Lodging
- Transportation
- Victim Advocacy

Assistance with Crime Victims' Compensation – is assistance provided to a victim explaining Crime Victims' Compensation (CVC) forms and processes and/or completing the appropriate forms. Providing general information on CVC should be counted under "Information and Referral."

Assistance with Texas VINE – is assistance provided to a victim explaining Texas VINE and/or registering or accessing information. Providing general information on Texas VINE should be counted under "Information and Referral."

Information and Referral – refers to all forms of contact with victims in which services and available support (provided by the Applicant or the community) are identified and/or offered. This includes general information provided to victims on the Crime Victims' Compensation (CVC) program, victim rights, Texas VINE program, the Victim Impact Statement (VIS), and issues related to victimization. Information and Referral does not include Assistance with Crime Victims' Compensation, Texas VINE or Victim Impact Statements, these should be included in their specific categories.

Accompaniment

Criminal Justice Accompaniment – is support provided to a victim while that victim is participating in the criminal justice system. The law enforcement and medical accompaniment are listed separately.

Law Enforcement Accompaniment – is support provided to a victim while that victim is interacting with a law enforcement agency.

Medical Accompaniment – is support provided to a victim while receiving services at a medical facility. A minimum of 45 minutes must be spent with the victim.

Counseling/Therapy

Crisis Intervention – is assistance provided to a victim to reduce stress and provide immediate, short-term support to reduce the impact of the crime.

Individual Counseling – is provided to a victim face-to-face by a licensed professional and uses one-on-one psychological and/or therapeutic methods of treatment for a minimum of 45 minutes.

Support Groups – are groups for victims led by trained staff, volunteers or peer facilitators covering educational material or issues brought up by the group.

Therapeutic Groups – are groups facilitated by a licensed professional and includes therapeutic/counseling and/or psycho-educational content for victims.

Peer Support Services – is one-on-one peer support provided by trained staff and/or volunteers to increase client functionality and facilitate empowerment in meeting his/her physical, medical, legal, and or psychological needs.

Assistance with Restitution – is, at a minimum, those duties required under Texas Code of Criminal Procedure, Articles 56.02, 56.04, and 56.08, which include notice of right to restitution and a written notification of the general restitution process within 10 days after the date that an indictment or information is returned against a defendant. Assistance with Restitution may also include assisting victims with calculating losses; gathering documentation/receipts; reviewing victim impact statements for potential restitution requests; contacting CVC to determine if funds have been expended on victim's behalf; and providing restitution information and CVC reimbursement requests for the prosecution.

Assistance with Victim Impact Panels – is assistance provided to a victim to prepare a victim to present on a Victim Impact Panel.

Assistance with Victim Impact Statements – is assistance provided to a victim explaining the Victim Impact Statement and/or completing the appropriate forms. Providing general information on Victim Impact Statements should be counted under "Information and Referral."

Emergency Funds – are funds that the Applicant will provide directly to victims for items needed immediately following a crime and that would not otherwise be paid for by the Crime Victim Compensation Fund.

Follow-up with Victim – in person, telephone or written communication, initiated by the advocate that occurs as a follow-up to an initial meeting with the victim—to provide or offer services such as emotional support, empathetic listening and checking on progress.

Legal Assistance – refers to assistance provided to a victim with criminal or civil legal issues, including, but not limited to, completing and/or filing of temporary restraining orders,

injunctions, other protective orders, elder abuse or child abuse petitions. Legal assistance does not include activities solely for the prosecution of an offender, such as witness coordination, expert witness fees, or prosecutor salaries.

Lodging – is arranging and/or providing lodging for a victim.

Transportation – is arranging and/or providing transportation for a victim for planned activities to one or more destinations in a single trip, or to an unplanned or crisis situation to or from locations such as medical facilities, shelters, or police stations.

Victim Advocacy – assistance and advocacy provided on behalf of victims to a third party. Victim Advocacy includes phone calls or in-person visits to a law enforcement, criminal justice or other agency to gain information on behalf of the victim, assist the victim in securing his or her rights, remedies and services from other agencies, intervention with employers, following-up on CVC claims filed, assisting with other agencies that may provide non-criminal justice related services for victims such as job training. Victim Advocacy does not include any legal filings – see "Legal Assistance."

Victim Services Training – is training provided to professionals and volunteers to improve their ability to inform victims of their rights, to assist victims in their recovery, or to establish a continuum of care for victims.

Outreach or Community Education – is a presentation that educates and informs the general public or specific groups to help identify victims of crime who might not otherwise be reached and provide or refer them to needed services.

Structured Education – is a curriculum delivered by trained staff or volunteers to provide age and culturally appropriate presentations to groups of students in grades kindergarten through twelve and post-secondary/college. These presentations are delivered in the context of a system that serves this student population. These systems include, but are not limited to: 1) school systems; 2) social and service organizations; and 3) religious organizations. Curriculum-based presentations made to adults working with the indicated population may also be counted as structured education.

Public Awareness Campaign – is a coordinated series of public service announcements, articles, press events and/or other activities designed to connect crime victims to services for the purpose of supporting or assisting in their recovery.

Specific Instructions for Tabs in Excel Workbook

For all Tabs, answer the questions only in the space provided. Only answers that appear in the specific text box will be reviewed. Do not write answers beyond the space provided or attach additional pages; they will not be read or scored.

If a message appears when the Excel workbook is opened stating that "Macros in this workbook are disabled..." the Applicant should select "OK".

Each time a new tab is selected, make sure to scroll up to the top as well as and across the Tab to ensure all cells are viewed.

In order to cut and paste text into a cell, it may be necessary to double click the cursor into the cell, rather than simply selecting the cell.

Not all questions on this Application have instructions listed below, these are to clarify and provide specific information where necessary. Be sure to answer every question in the Excel document.

TAB A—COVER SHEET

Applicant Information

Enter the Applicant's Unique Application Number (UAN), which was provided when on-line registration was completed.

Provide a contact name and phone number in the event the OAG has any questions about the Application.

Summary

The summary is in standardized language and may be used by the OAG to describe the project. Examples would be:
"This project funds four staff to serve victims of family violence by providing counseling and crisis intervention services in the city of Dallas."
"This project funds one staff to serve all victims of violent crime by providing crisis intervention and information and referral services in El Paso County."
"This project funds two staff to serve victims of child abuse and neglect by providing training to volunteers working with child abuse victims in all 150 counties across Texas."

TAB B—TARGET POPULATION

This Tab requests information on the Applicant's project for which funding is being requested, not by the organization as a whole. Under both "Specific Victimizations" and "Specific Populations," place an "X" in all categories that apply.

TAB C—OUTPUT TARGET LEVELS

This Tab records targets for all personnel requested to be funded by the OAG grant. The information entered onto this Tab will be totaled on Tab D to indicate the Applicant's targets for FY10 and FY11. The positions will also appear on Tab H to enter budget information. The Applicant will report on cumulative targets in quarterly Performance Reports to the OAG, not targets by individual personnel.

Enter positions on this Tab in order of funding priority. Each Applicant is limited to no more than six positions.

The Applicant must complete one table per position being requested through this grant.

If the position is one that only provides administrative support, check the box next to the position/title and no targets are required.
For all other positions, the following targets are required:

- Number of Unique Victims Served
- Assistance with Crime Victims' Compensation
- Assistance with Texas VINE
- Information & Referral

If the position is one that only provides Victim Services Training, Outreach and Education, Structured Education and/or Public Awareness, the Applicant may enter "0" as the target for the required outputs. Do not leave the required output cells empty.

The Applicant may also select up to three additional targets to report to the OAG.

The target number should represent the number of **victims** that will receive a particular service, not the number of times a particular service will be provided. Here are some important points to consider when projecting targets:

1. For reporting purposes you will report the number of victims served each month and the particular types of services they receive each month, not the number of times a particular service is provided.

2. Victims Served and Types of Services Provided are reported on a monthly basis. A victim may receive a particular type of service more than one time throughout the grant year.

Example: During the month of September a victim receives Information and Referral five times, Crisis Intervention two times and Victim Advocacy one time, all three types of service would be reported, but only once under each type of service. If that victim were to receive the exact same services during the following month of October, services would be reported the exact same way.

Note that in addition to the specific targets listed on Tab C, the Applicant will be required to track and report to the OAG information about all services provided through this grant.

TAB D—OUTPUTS SUMMARY
This Tab is auto-calculated based on the Applicant's responses on Tab C. The Applicant will not enter any information on this Tab.

TAB E—OUTCOMES

All Applicants will be required to measure two outcomes. If the Applicant provides any Direct Victim Services, as defined by this Application Kit, then at least one outcome must be for Direct Services. See additional instruction on Tab E.

TAB F—ORGANIZATION FINANCIAL INFORMATION

This Tab requests information on the Applicant's organization as a whole, not information specific to the project requesting funds. Information is gathered in the following three areas: Accounting Systems, Financial Capability and Internal Controls. Mark an "X" in either the "Yes" or "No" box. For any question where the answer is "No" include a brief explanation of why.

TAB G—ALL FUNDING SOURCES

Total Operating Budget

Enter the total operating budget for the Applicant's organization from all sources.

Total OAG Program Budget

This section will auto-fill from this Application.

Total Victim Service Program Budget

Enter the total Victim Services Program budget for the Applicant of which this OVAG or VCLG grant may be all or a portion.

Funding Sources

For each type of funding, enter total budgeted amounts, including likely and projected funds, for FY 2010 and FY 2011.

Total Operating Budget

This section will auto-calculate based on the amounts entered for the funding sources. If the total does not equal the Operating Budget entered at the top of the Tab, it will appear in red.

TAB H—PERSONNEL AND FRINGE BENEFITS

Refer to Tab H for additional instructions.

Each Applicant is limited to no more than six positions.

Personnel

Each position will auto-fill from the information entered on Tab C.

- For each position the Applicant should list the number of hours scheduled to work per week and the hours per week scheduled to work on this OAG grant project. Next, fill in the number of hours each week that will be spent on each activity type. See the Definitions section of this Application Kit for a definition of Direct Victim Services. The hours entered should equal the total hours per week the position is scheduled to work on this OAG grant project. The hours will appear in red until they total correctly.

- For each position, also provide the following information:
  - Annual salary
  - Total salary requested
  - Provide a justification for each position. This should include how each position supports the goal of the grant.
  - If the position is currently vacant, include this information in the justification.
- The personnel budget category must include salaries of employees only and not compensation for independent contractors. "Employee" is defined as a person under the direction and supervision of the grantee, who is on the payroll of the grantee and for whom the grantee is required to pay applicable withholding taxes; or a person who will be on the grantee's payroll and for whom the grantee will pay applicable income withholding taxes once the grant is awarded.
- Salaries for grant funded positions must be reasonable and comply with the grantee's salary classification schedule. The grantee must maintain documentation supporting that the salary is commensurate with that paid in the geographical area for positions with similar duties and qualifications.
- Each position listed must have a job description. Job descriptions must be submitted with the Application.

Fringe Benefits

- For each position, provide the following information:
  - Annual fringe benefits amount for the position
  - Amount of fringe benefits requested from this grant
  - If the "Fringe Funding %" column appears in red, the fringe requested must be adjusted to be less than or equal to the percentage of salary being requested on this grant.
  - Add to the Justification section for each position the method used to calculate fringe benefits (i.e. a percentage of salary, actual dollar amount, or other means).
- "Fringe Benefits" is defined as allowances and services provided by the grantee to its employees as compensation in addition to regular salaries and wages. Fringe benefits include, but are not limited to, Social Security and Medicare, workmen's compensation insurance, pension plan cost, the costs of leave, employee insurance, pensions, military leave, and unemployment benefit plans.
- Grant funds may be used to pay fringe benefits of an employee only if grant funds are also being used to pay for the salary of the same employee.
- The percentage of fringe benefits may not exceed the percentage requested for the salary of the corresponding position.
- A grantee must provide grant-funded personnel the same fringe benefits provided to all other non-grant-funded personnel of the grantee, and it should be offered/covered in the entity's written policies for the organization regardless of whether the costs for fringe benefits are paid through that OAG grant.
- Fringe benefits must comply with the grantee's personnel policies regarding fringe benefits.

Exceptions to Personnel Requirements

- A justification must be provided in this section if the Applicant is requesting an exception to either or both of the following personnel requirements: (a) A minimum of 75% of an Applicant's budget must be allocated to the Personnel and Fringe Benefits budget categories or (b) all Applicants must provide one (1) direct service staff person working at least twenty (20) hours per week or two (2) direct service staff persons working at least ten (10) hours each per week.

TAB I—PROFESSIONAL AND CONSULTANT SERVICES & TRAVEL CATEGORIES

Professional and Consultant Services

- "Professional and Consultant Services" is defined as a service for which the grantee used an outside source for necessary support. Professional and Consultant Services include, but are not limited to tax services, accounting services, counseling, legal services, and computer support.
- This category is appropriate when contracting with an individual or organization to provide professional services (e.g., training, expert consultant, etc.) for a fee but not as an employee of the grantee organization.
- Any contract or agreement entered into by a grantee that obligates grant funds must be in writing and consistent with Texas contract law.
- Grantees must maintain adequate documentation supporting budget items for a contractor's time, services, and rates of compensation. Grantees must establish a contract administration and monitoring system to regularly and consistently ensure that contract deliverables are provided as specified in the contract.
- Grant funds may not be used to pay for any professional and consultant service for a person or vendor who participated directly in writing a grant application.
- Provide a justification for each item. This should include how it supports the goal of the grant.

Travel

- Grant funds requested in the travel category should be for grant related travel performed by grant funded staff and volunteers assigned to the grant only.
- All Applicants are required to include in their budget funds to attend the November 2009 OAG conference in Austin. Estimated travel costs to attend the conference should be included here. If the Applicant budgets for but does not attend this conference, the travel costs may only be applied to another OAG sponsored training.
- Travel expenses may be reimbursed according to the Texas State Travel Guidelines, unless a grantee's travel policy provides for a lesser reimbursement. The reimbursement rate for mileage, in-state per diem, hotel, car rental, and airfare expenses can be found in the Texas State Travel Guidelines at: https://fmx.cpa.state.tx.us/fm/travel/milerate/index.php
- Travel must relate directly to the delivery of services that supports the program funded by the OAG grant.
- Do not include conference registration fees in the travel budget category. Conference registration fees should be listed in the "Other Direct Operating Expenses" budget category.
- Grant funds may not be used to pay for out-of-state travel.

- If mileage is to be paid, provide the number of miles and the cost per mile in the justification.
- Provide a justification describing the travel staff members will perform. This should include the location to be traveled to, the number of trips planned, the title of the staff member who will be making the trips, and how the travel supports the goal of the grant.

TAB J—EQUIPMENT, SUPPLIES AND OTHER DIRECT OPERATING EXPENSES (ODOE)

Equipment

- "Equipment" is defined as an article of non expendable, tangible personal property having a useful life of more than one (1) year and a per unit acquisition cost which equals the lesser of the capitalization level established by the grantee for financial statement purposes or $5,000.
- A grantee may use equipment paid for with OAG funds only for grant-related purposes.
- Computers, regardless of cost, should be included under equipment.
- Each Applicant is required to have access to a computer in order to perform data collection and reporting to the OAG. If the Applicant does not currently have a computer, then one may be budgeted as part of this grant or secured through other means.
- Do not include maintenance or rental fees for equipment in the equipment budget category. Equipment maintenance or rental fees should be listed in the "Other Direct Operating Expenses" budget category.
- Provide a justification for each item. This should include the title of the staff member who will be using each piece of equipment and how the use supports the goal of the grant.

Supplies

- "Supplies" is defined as consumable items directly related to the day to day operation of the grant program. Allowable items include, but are not limited to, office supplies, paper, postage, and education resource materials.
- The OAG will not approve funds for the purchase of program promotional items or recreational activities.
- Costs for supplies should be allocated for the employees listed on this Application.
- Provide a justification for each item. This should include how it supports the goal of the grant.

Other Direct Operating Expenses

- "Other Direct Operating Expenses" is defined as those costs not included in other budget categories and which are directly related to the day to day operation of the grant program. Examples: Utilities, rent, insurance, security fees, or maintenance fees.
- Registration fees for conferences and other training sessions should be included in this category. The registration cost for the OAG November 2009 conference is $250.
- Funds may not be used to purchase food and beverages.
- Provide a justification for each item. This should include how it supports the goal of the grant.

ODOE and Cost Allocation

- Other Direct Operating Expenses that benefit more than one grant should be allocated proportionately to the benefit or service received. The method used to allocate cost should be a reasonable and measurable means of distributing the cost to those grants, and consistently applied for that type of cost.
- It is acceptable to use different allocation methods for different types of ODOE expense, as long as the allocation method is applied consistently for those expenses.
- Four common and acceptable allocation methods for ODOE expenses are: (1) funding, (2) full time equivalents (FTE), (3) square footage, and (4) direct use. Allowable methods related to specific costs are shown in the table below:

ALLOWABLE ALLOCATION METHODS

Cost Type	Funding	FTE	Square Footage	Direct Use
Copiers	x	x		x
Data Line	x	x		
Equip Maint.	x	x		
Janitorial	x	x	x	
Postage	x	x		x
Printing	x	x		x
Rent	x	x	x	
Telephones	x	x		
Utilities	x	x	x	

The following are descriptions and examples of the acceptable methods:

(1) Funding Source Based: The proportion of expense borne by each funding source is allocated based on the proportion of funding provided. For example:

Funding Source Based Example

Total Operating Budget of Grantee A $ 475,000

OAG Grant Funds $ 75,000

=75,000 divided by 475,000 = 0.16

OAG Grant portion of the expense = 16%

The OAG Grant could not be charged more than 16% of the allowable ODOE costs.

(2) Full-time equivalents (FTE) Based: FTE is the numerical representation of full and part-time work activities. A person working full time represents 1.00 FTE; a person working half-time represents .50 FTE. Actual time worked is translated into a unit of effort, with all staff being equal.

Steps to calculate the annual number of FTE's:

1. Determine the total number of hours worked for all employees.
2. Divide that number by 2080 to arrive at the overall total number of FTE's.
3. To obtain the number of FTE's charged to the grant, determine the total number of hours to be directly charged to the grant and divide by 2080.
4. To obtain percentage of the grant FTE's , divide the FTE total for the grant by the total of FTE's of the organization calculated in step 2.
5. This calculation will provide the percentage of ODOE cost that could be allocated to the grant.

FTE Based Example	
Annual FTE Calculation	20,800 total hours charged for all staff (based on time sheets or payroll records)
	20,800 / 2080 = 10 FTE's overall
	5,600 staff hours charged to grant A (based on time sheets or payroll records)
	5,600 / 2080 = 2.7 FTE's charged to that grant A
	2.7 (FTE charged to grant A) / 10 (FTE's overall) = .27 (27%)
	27% x ODOE expense = amount to be allocated to grant A

(3) Square Footage Based: This is calculated by measuring the square footage to get the allocation percentage for direct use and common area. For example:

Direct Use is defined as an area occupied by funded grant staff under this contract.
Common Area is defined as an area shared by all employees of the entity.

Total Sq. Footage = 1250; Rent = $1200 per month; $1200 / 1250 = $.96 per sq ft

Suite 1 (Program A) 10 x 13.8 = 138 sq ft Suite 2 (Program B) 10 x 13.8 = 138 sq ft
Suite 3 (Program C) 10 x 13.8 = 138 sq ft Suite 4 (Program D) 10 x 13.8 = 138 sq ft Conf. Rm (Common Area) 22 x 15 = 330 sq ft Rest Rm 1 (Common Area) 6 x 8 = 48 sq ft
Break Area (Common Area) 8 x 8 = 64 sq ft
Storage Rm (Common Area) 8 x 8 = 64 sq ft Hallway (Common Area) 48 x 4 = 192 sq ft

Program A (Direct Use)	138 sq ft x .96 = $132.48
Program B (Direct Use)	138 sq ft x .96 = $132.48
Program C (Direct Use)	138 sq ft x .96 = $132.48
Program D (Direct Use)	138 sq ft x .96 = $132.48
Common Area (Allocable ODOE Expense)	698 sq ft x .96 = $670.08

Steps to Calculate Square Footage

1. Calculate the total square footage and divide by the monthly rent to get the cost per square foot.

2. Multiply the direct use square footage by the cost per square foot. This gives you the direct use cost.
3. Add the total square feet of all the direct use areas (Program A+ Program B + Program C+ Program D) = Program ABCD direct use (138 + 138 + 138 + 138 = 552)
4. Divide each direct use space by the total direct use to obtain % to distribute Common Area cost (Program A is 138 / 552 = 25%)
5. Multiply this percentage by the cost of the common area to obtain the additional cost for each program common areas. (Program A = 25% X Common Area cost of $670.08 = $167.52)
6. Program A is allocated the $132.48 based on direct use and $167.52 for the proportionate common area. Program A allocation for Rent based on square footage is $132.48 + $167.52 = $300.00. *Repeat for Program B, Program C and Program D.*

(4) Direct Use Based: This is used when the ODOE cost can be directly charged to a grant by using meter readings, copy counts, etc.

TAB K—FY 08-09 BUDGET SUMMARY

This Tab is auto-calculated based on the Applicant's responses on Tabs H-J. The Applicant will not enter any information on this Tab.

TAB L—NARRATIVE

All responses must fit in the text boxes provided when the Application is printed. Each text box holds 1000 characters, including spaces. Any information that does not appear in the text box will not be reviewed or scored. It is highly recommended that you write your responses on a separate document, then cut and paste it into the Excel document. If you are uncertain whether a response fits in the space provided, use the "print preview" function of your computer, or print out the responsive page to confirm.

OAG Certifications and Assurances

A. THE UNIFORM GRANT MANAGEMENT STANDARDS ("UGMS"), PART III, SECTION _____.14; PROMULGATED BY THE OFFICE OF THE GOVERNOR, STATE OF TEXAS.

THE OAG HAS ADOPTED THOSE ASSURANCES AS APPLICABLE TO ALL RECIPIENTS OF OVAG AND VCLG FUNDS.

The Applicant agrees to:
(1) Comply with Texas Government Code, Chapter 573, Vernon's 1994, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two (2) years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

(2) Comply, as applicable, with Texas Government Code, Chapter 552, ("Texas Public Information Act") which requires the public information that is collected, assembled or maintained by the applicant relative to a project to be available to the public during normal business hours.

(3) Comply with Texas Government Code, Chapter 551, ("Texas Open Meetings Act") which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

(4) Comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

(5) If Applicant is a health and human services agency or public safety or law enforcement agency, it may not contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

(6) If Applicant is a law enforcement agency regulated by Texas Government Code, Chapter 415, it must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415, Texas Government Code or must provide the OAG with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules.

(7) Agrees that when incorporated into a grant award or contract, these standard assurances become terms or conditions for receipt of grant funds and that the Applicant shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.

(8) Comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Applicant shall also ensure that all program personnel are properly trained and aware of this requirement.

(9) Comply with all federal statutes relating to nondiscrimination. These include, but are not limited to, the following: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(10) Comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § § 276a to 276a-7), the Copeland Act (40 U.S.C. § § 276c and 18 U.S.C. § § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § § 327-333), regarding labor standards for federally assisted construction sub-agreements.

(11) Comply, as applicable, with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P. L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

(12) Comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 7321-29) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

(13) Comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

(14) Insure, as applicable, that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of

the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA, (EO 11738).

(15) Comply, as applicable, with the flood insurance purchase requirements of 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102 (a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

(16) Comply, applicable, with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

(17) Comply, as applicable, with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

(18) Comply, as applicable, in assisting the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

(19) Comply, as applicable, with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

(20) Comply, as applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

(21) Comply, as applicable, with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

(22) Comply, as applicable, with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

(23) Comply, as applicable, with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing this program.

(24) Certifies, as a signatory party to the grant contract, that it is not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

(25) Comply, by adopting and implementing the applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

B. Other Certifications and Assurances

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM CERTIFICATION

The Applicant certifies that if it is required to file an Equal Employment Opportunity Plan (EEOP), the Applicant will do so in compliance with the applicable federal requirements.

DISCLOSURE AND CERTIFICATION REGARDING LOBBYING

The Applicant certifies:

1. No federal/state appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress or the Texas Legislature, or an employee of a member of Congress or the Texas Legislature in connection with the awarding of any federal/state contract, the making of any federal/state grant, the making of any federal/state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal/state contract, grant, loan, or cooperative agreement; and

2. If any non-federal/state funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress or the Texas Legislature, an officer or employee of Congress or the Texas Legislature, or an employee of a member of Congress or the Texas Legislature in connection with this federal/state contract, grant, loan, or cooperative agreement, the undersigned shall contact the CVSD of the OAG for the "Disclosure Form to Report Lobbying."

NON-PROCUREMENT DEBARMENT CERTIFICATION

The Applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes

or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

If Applicant is unable to certify to any of the statements in this Non-procurement Debarment certification, the Applicant shall attach an explanation. Funding is contingent upon OAG review of this explanation.

DRUG-FREE WORKPLACE CERTIFICATION

The Applicant certifies that it will provide a drug-free workplace by:
A. Publishing a statement notifying employees/assignees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
B. Establishing a drug-free awareness program to inform employees/assignees about:
1. The dangers of drug abuse in the workplace;
2. The applicant's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs; and
4. The penalties that may be imposed upon employees/assignees for drug abuse violations.
C. Making it a requirement that each employee/assignee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (A).
D. Notifying the employee/assignee in the statement required by paragraph (A) that, as a condition employment/assignment under the grant, the employees/assignee will:
1. Abide by the terms of the statement, and
2. Notify the applicant agency and CVSD, of the OAG of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
E. Notifying the agency within ten days after receiving notice under subparagraph (D) (2) from an employee/assignee or otherwise receiving actual notice of such conviction.
F. Taking one of the following actions with respect to any employee/assignee so convicted:
1. Taking appropriate personnel action with respect to any employee/assignee so convicted;
2. Requiring such employee/assignee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
G. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs (A), (B), (C), (D), (E), and (F).

ANNUAL SINGLE AUDIT CERTIFICATION

The Applicant certifies to the best of their knowledge and belief that one of the following applicable requirements will be met:

1. The applicant currently expends $500,000 or more, in combined federal funds during the fiscal year; and, therefore, is required to submit an annual single audit by an independent auditor made in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133.
2. The applicant currently expends $500,000 or more in combined state funds during the fiscal year; and, therefore, is required to submit an annual Single Audit by an independent auditor made in accordance with the Uniform Grant Management Standards (UGMS).
3. The applicant currently expends less than $500,000 in either federal or state funds during the fiscal year; and therefore is exempt from the Single Audit Act and cannot charge audit costs to an OAG grant. Applicant agrees that the OAG may require a limited scope audit as defined in OMB Circular A-133.

If this application is for funds in excess of $25,000, the Applicant certifies the following:
By submission of this proposal, that neither the applicant agency nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or state agency.

If the Applicant is unable to certify the above statements, the Applicant has attached an explanation to this application.

COMPLIANCE WITH ANNUAL INDEPENDENT FINANCIAL AUDIT FILING REQUIREMENT

The Applicant assures that it will file an Annual Independent Financial Audit of the complete program and/or organization and management letter of the audit findings within nine months of the end of the fiscal year of the agency. An annual independent financial audit is a requirement for this OAG grant. The audit will meet Office of Management and Budget (OMB) Circular A-133 and Uniform Grant Management Standards (UGMS) requirements. Additionally, the annual independent financial audit will meet GAGAS standards in the event a Single Audit is not required.

COMPLIANCE WITH UGMS AND THE APPLICABLE OMB CIRCULARS

The Applicant assures that it will follow the guidelines in the Uniform Grant Management Standards (UGMS). Both governmental entities as well as non-profit entities are required to follow UGMS guidelines.

The Applicant assures compliance with all Federal/state statutes, regulations, policies, guidelines and requirements, including, but not limited to, UGMS as well as OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 123 72.

RETURN OF GRANT FUNDS IN THE EVENT OF LOSS OR MISUSE

The Applicant agrees that in the event of loss or misuse of the OAG funds, the Applicant assures that the funds will be returned to the OAG in full.

CONFLICT OF INTEREST

The Applicant assures that there is no conflict of interest that would preclude it from filing the Application or providing the services under this grant. By submitting this Application, Applicant affirms that it has neither given, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, at any time during the procurement process or in connection with this grant application, except as allowed under relevant state and federal law. The Applicant further agrees that it will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. The Applicant shall operate with complete independence and objectivity without actual, potential, or apparent conflict of interest with respect to the activities conducted under this grant.

Without diminishing the provisions of the prior paragraph, the Applicant assures that as a grantee, grantee personnel, members of a grantee board or governing body, or other persons affiliated with the grant project shall not participate in any proceeding or action where grant funds personally benefit, directly or indirectly, the individuals or their relatives. For the purposes of this provision, "relatives" means persons related to the individual within the third degree by consanguinity or within the second degree by affinity, as determined by Chapter 573 of the Government Code. Grant personnel and officials must avoid any action that results in or creates the appearance of using their official positions for private gain; giving preferential treatment to any person; losing independent judgment or impartiality; making an official decision outside of official channels; or adversely affecting the confidence of the public in the integrity of the program or the OAG.

AUTHORITY TO FILE APPLICATION

The Applicant has the authority or will receive the appropriate authority by the Applicant's governing body to file the Application, including the authority to agree to the assurances and certifications contained herein.

Required Attachments

Attachments A and B can be found at the end of this Application Kit.

Attachment A is the "STATEMENTS SUPPORTING SUBMISSION OF THE APPLICATION TO OAG CRIME VICTIM SERVICES DIVISION"

- **It must be signed and submitted at the time the Application is submitted to the OAG.**
- **Applications that are received by the OAG without this Attachment will not be considered or funded by the OAG.**

Attachment B is the "RESOLUTION OF GOVERNING BODY"

- It must be signed and submitted at the time the Application is submitted to the OAG, unless the timing of the Application due date and requirements of the Open Meeting Act or other requirements prevents the governing body from reviewing and approving the Resolution, then it may be submitted to the OAG at a later date.

Job Descriptions are required for each position requested in the proposed budget.

- Job descriptions should be attached and submitted with the Application. Missing job descriptions may impact the Applicant's score.
- The Applicant should mark each page of the submitted job descriptions with the name of the Applicant and the Unique Application Number, if applicable.

Collaboration Agreements if required by the Applicant to achieve the proposed project as described in Tab A.

- Collaboration agreements, if required, should be attached and submitted with the Application. Missing collaboration agreements may impact the Applicant's score.

ATTACHMENT A — REQUIRED

REQUIRED TO BE SUBMITTED WITH THE APPLICATION BY 5:00 P.M CST, APRIL 22, 2009, OR THE APPLICATION WILL NOT BE CONSIDERED.

STATEMENTS SUPPORTING SUBMISSION OF THE APPLICATION TO OAG CRIME VICTIM SERVICES DIVISION

INSTRUCTIONS: Initial each numbered line and submit this signed required Attachment with the Application.

LEGAL NAME OF APPLICANT: Fort Bend County

UNIQUE APPLICATION NUMBER: _____

1. _____ **THIS APPLICATION IS FOR** (check one):

   ____ Other Victim Assistance Grant (OVAG)
   ✓ Victim Coordinator and Liaison Grant (VCLG)
   ____ Sexual Assault Prevention and Crisis Services (SAPCS) – State Funds
   ____ Sexual Assault Prevention and Crisis Services (SAPCS) – Federal Funds

2. _____ **TRUE AND CORRECT INFORMATION.** The undersigned certifies that the information contained in this Application, including any attachments are true and correct to the best of his or her knowledge.

3. _____ **OAG CERTIFICATIONS AND ASSURANCES.** The undersigned has read and understands the Certifications and Assurances, contained in the Application Kit.

4. _____ **DEADLINES AND SUBMISSION OF APPLICATION.** The undersigned understands that the deadline for submission is 5:00 p.m. CST April 22, 2009 and that to meet the deadline, the Applicant must submit both paper (hard copies) and electronic (email) documents as required in the Application Kit. The undersigned further acknowledges that:

- It is the Applicant's responsibility to deliver the Application to the OAG in the specified manner and by the specified date and time
- Applications submitted in other formats will not be accepted
- The OAG accepts no responsibility for delays in shipping and courier services
- Late Applications will not be considered under any circumstance and will be returned unopened
- Proof of sending a document by email or other means is not proof that the OAG received the information

5. _____ **JOB DESCRIPTIONS FOR EACH REQUESTED POSITION.** The undersigned understands that the most recent job description for each position requested in the proposed budget should be attached and submitted with the Application. Missing job descriptions may impact the Applicant's score.

6. _____ **RESOLUTION OF GOVERNING BODY.** The undersigned states it is either submitting the Resolution of Applicant's governing body with this Application or will submit one at a later date as established by the OAG. If the timing of the Application due date and requirements of the Open Meetings Act or other requirements prevents the governing body from reviewing and approving the Resolution, then it may be submitted to the OAG at a later date.

Robert Hebert

Signature/Title

Robert Hebert, Fort Bend County Judge

Printed Name

4-7-09

Date

Resolution from the Governing Body
County of Fort Bend

Be it known as follows:

WHEREAS, the County of Fort Bend has applied or wishes to apply to the Office of the Attorney General, (OAG) Crime Victim Services Division for the following grant program, Victim Coordinator and Liaison Grant (VCLG)

WHEREAS, the Fort Bend County Commissioners' Court has considered and supports the Application filed or to be filed with the OAG;

WHEREAS, the County of Fort Bend has designated or wishes to designate the following individual as the "Authorized Official" who is given or has been given the power to apply for, accept, reject, alter, or terminate that certain grant with the OAG, Crime Victim Services Division as well as given the authority to sign all grant adjustment requests, inventory reports, progress reports and financial reports or any other official documents related to the grant on behalf of the grantee:

Robert Herbert
County Judge

NOW THEREFORE, BE IT RESOLVED that this governing body designates the County Judge as the Authorized Official and approves submission of the Application to the Office of the Attorney General, Crime Victim Services Division.

Passed and Approved this 7th Day of April 2009.

Robert Hebert, County Judge

ATTEST:

Dianne Wilson, County Clerk

ATTACHMENT B —REQUIRED

REQUIRED TO BE SUBMITTED WITH THE APPLICATION BY 5:00 P.M. CST APRIL 22, 2009. IF THE TIMING OF THE APPLICATION DUE DATE AND REQUIREMENTS OF THE OPEN MEETINGS ACT OR OTHER REQUIREMENTS PREVENTS THE GOVERNING BODY FROM REVIEWING AND APPROVING THE RESOLUTION, THEN IT MAY BE SUBMITTED TO THE OAG AFTER THE DUE DATE.

(SAMPLE FORM OF RESOLUTION OF GOVERNING BODY)

RESOLUTION OF GOVERNING BODY

LEGAL NAME OF APPLICANT: _____

UNIQUE APPLICATION NUMBER (if applicable): _____

Be it known as follows:

WHEREAS, the _____, [Name of Applicant] has applied or wishes to apply to the Office of the Attorney General, (OAG) Crime Victim Services Division for the following grant program (check one):

_____ Other Victim Assistance Grant (OVAG)
_____ Victim Coordinator and Liaison Grant (VCLG)
_____ Sexual Assault Prevention and Crisis Services (SAPCS) – State Funds
_____ Sexual Assault Prevention and Crisis Services (SAPCS) – Federal Funds

WHEREAS, the _____,
[Name of Governing Body of Applicant, such as City Council, County Commissioners' Court or Board of Directors], has considered and supports the Application filed or to be filed with the OAG;

WHEREAS, the _____, [Name of Applicant] has designated or wishes to designate the following individual as the "Authorized Official" who is given or has been given the power to apply for, accept, reject, alter, or terminate that certain grant with the OAG, Crime Victim Services Division as well as given the authority to sign all grant adjustment requests, inventory reports, progress reports and financial reports or any other official documents related to the grant on behalf of the grantee:

Name of Person Designated as "Authorized Official": Robert Hebert

Position Title: _____

NOW THEREFORE, BE IT RESOLVED that this governing body approves the submission of the Application to the OAG, Crime Victim Services Division as well as the designation of the Authorized Official.

Robert Hebert

Signature

Robert Hebert

Printed Name

_____

Date

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FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 04/01/2009	**Submitted By:**
	Department: Tax Assessor/Collector
Court Agenda Date: 04/07/2009	**Phone Number:**

SUMMARY OF ITEM: Take all appropriate action on Agreements between Fort Bend County and the following organizations for the processing of auto registration and title transactions, effective through 2010: Gillman Honda of Rosenberg; Gillman Nissan; Mercedes Benz of Sugar Land; Small Car, LP; McCall N Inc.; McCall T II, Inc.; Rosenberg Imports, Ltd,; and Helfman Ford.

RENEWAL EXEMPTION: YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:

- **Completely fill out agenda form: incomplete forms will not be processed.**
- **Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.**
- **All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.**

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ **(✓ when completed)**
If by E-Mail to ospindon@co.fort-bend.tx.us **If by Fax to (281) 341-8609**
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☐	Auditor	(281-341-3774)	☐	Comm. Pct. 1	(281-342-0587)
☐	Budget Officer	(281-344-3954)	☐	Comm. Pct. 2	(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	☐	Comm. Pct. 3	(281-242-9060)
☐	Purchasing Agent	(281-341-8642)	☐	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☐	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

4-6-09 1 orig. each on Gillmans > ret. to Patsy Schultz
2 orig. each on others / at Tax office

MOTOR VEHICLE DEALER AGREEMENT FOR THE COLLECTION AND PAYMENT OF TAXES AND FEES

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Gillman of Fort Bend, Inc (Gillman Honda of Rosenberg) (hereinafter "Dealer"), a corporation authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, §502.111 of the Texas Transportation Code grants the Fort Bend County Commissioners Court (hereinafter "Commissioners Court") the authority to authorize the Fort Bend County Tax Assessor-Collector (hereinafter "Tax Assessor-Collector") to appoint a deputy to register vehicles in the same manner and with the same authority as though done in the office of the Tax Assessor-Collector; and

WHEREAS, §502.112 of the Texas Transportation Code authorizes Tax Assessor-Collector, with the approval of Commissioners Court, to deputize individual employees of Dealer to issue motor vehicle registration receipts and prepare or accept applications for title transfers as full service deputies; and

WHEREAS, Tax Assessor-Collector wishes to deputize individual employees of Dealer for this purpose; and

WHEREAS, Dealer receives a benefit by allowing its' employees to serve as full service deputies; and

WHEREAS, County has determined that this Agreement serves a public purpose.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Article I. Definitions

1.1 Deputy: An employee of Dealer that has been deputized by Tax Assessor-Collector to issue motor vehicle registration receipts and prepare or accept applications for title transfers. An employee of Dealer has not been deputized until such employee has been trained to issue registration receipts by the Tax Assessor-Collector, posted a bond as set forth in Section 3.2, and completed an oath of office.

1.2 Supplies: Form 31 receipts and license plates.

Article II. Term

2.1 This Agreement shall commence on March 19 2009 and terminate on March 19, 2010

2.2 This Agreement shall automatically renew for successive one (1) year terms unless either party submits written notice of its intention not to renew.

2.3 Tax Assessor-Collector may terminate this Agreement at any time without notice.

2.4 This Agreement shall terminate automatically upon the occurrence of any of the following events:

2.4.1 The commencement of a voluntary or involuntary bankruptcy by Dealer.

2.4.2 Failure of Dealer to comply with any provision of this Agreement.

2.4.3 Termination by the Tax Assessor-Collector of the authority of the Deputy without the appointment of a substitute Deputy.

Article III. Duties of Dealer

3.1 Dealer shall submit the names of one or more employees of Dealer who are recommended by Dealer to serve as Deputy. The determination of whether or not to deputize a recommended Dealer employee is at the sole discretion of Tax Assessor-Collector.

3.2 Dealer shall furnish and maintain an inventory bond covering inventory provided by Tax Assessor-Collector in an amount acceptable to the Tax Assessor-Collector. Dealer shall notify the Tax Assessor-Collector immediately of any change in information relating to the bond, including, but not limited to: loss of bond, change of information relating to the bonding company, or any change in bond terms that will affect the County.

3.3 Dealer shall ensure that only a Deputy issues motor vehicle registration receipts and accepts applications for title transfers.

3.4 Dealer shall provide an insurable safe at its place of business to maintain Fees and Supplies. The safe shall be under the direct and exclusive care, custody, and control of a Deputy.

3.5 Dealer shall notify Tax Assessor-Collector within twenty-four (24) hours after a Deputy has ceased employment with Dealer, or when a Deputy is unable or refuses to perform the duties of a Deputy.

3.6 Dealer shall collect motor vehicle sales taxes from vehicle purchasers and remit such funds to a Deputy or the Tax Assessor-Collector in the time and manner provided by law. Payment by Dealer shall be by ACH deposit to the Tax Assessor-Collector.

3.7 Dealer shall remit motor vehicle registration fees to a Deputy or the Tax Assessor-Collector in the time and manner provided by law. Payment by Dealer shall be by ACH deposit to the Tax Assessor-Collector.

3.8 Dealer shall follow any and all other rules and procedures prescribed from time to time by Tax Assessor-Collector.

3.9 Dealer shall provide written notice to Tax Assessor-Collector of Dealer's intent to undergo a change of ownership at least 30 days prior to the date of the change.

Article IV. Duties of Deputy

4.1 Dealer acknowledges and agrees that although the Deputy may be an employee of Dealer, the Deputy has taken an oath of office and therefore:

4.1.1 A Deputy must comply with all Tax Assessor-Collector policies and procedures with regards to the issuance of motor vehicle registration receipts, the preparation or acceptance of applications for title transfers, and the collection and delivery of all applicable taxes and fees from Dealer.

4.1.2 A Deputy must accept any application for registration, registration renewal, or title transfer that the Tax Assessor-Collector may accept.

4.1.3 An individual's authority to act as a deputy may be terminated immediately at the sole discretion of the Tax Assessor-Collector

4.2 Each Deputy shall furnish and maintain a bond made payable to the Tax Assessor-Collector in an amount acceptable to the Tax Assessor-Collector. The bond shall be conditioned on the Deputy's proper accounting and remittance of all fees the person collects. Dealer and/or Deputy shall notify the Tax Assessor-Collector immediately of any change in information relating to the bond, including, but not limited to: loss of bond, change of information relating to the bonding company, or any change in bond terms that will affect the County.

Article V. Duties of Tax-Assessor

5.1 Tax Assessor-Collector, at his or her sole discretion, shall deputize one or more employees of Dealer to issue motor vehicle registration receipts and prepare or accept applications for title transfers.

5.2 Tax Assessor-Collector shall provide a Deputy with all necessary training and written copies of all Tax Assessor-Collector policies and procedures with regards to the issuance of motor vehicle registration receipts, the preparation or acceptance of applications for title transfers, and the collection and delivery of all applicable taxes and fees from Dealer.

5.3 Tax Assessor-Collector shall provide a Deputy with the Supplies necessary for the Deputy to perform his or her duties in accordance with Tax Assessor-Collector policies and procedures.

Article VI. Indemnity

DEALER SHALL SAVE HARMLESS COUNTY AND TAX ASSESSOR-COLLECTOR FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING ATTORNEYS FEES, ARISING FROM ACTIVITIES OF DEALER, ITS

AGENTS, OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF DEALER OR ANY OF DEALER'S AGENTS, SERVANTS OR EMPLOYEES.

Article VII. Independent Contractor

The parties to this Agreement are independent contractors. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship. Neither party shall have the authority to act as agent for, or on behalf of, the others, or to represent or bind the other in any manner.

Article VIII. Contract Administration

8.1 All written notices, demands, and other papers or documents to be delivered to County under this Agreement shall be delivered to the Fort Bend County Tax Assessor-Collector, 500 Liberty Street, Suite 101, Richmond, Texas 77469, or at such other place or places as it may from time to time designate by written notice delivered to Dealer. For purposes of notice under this Agreement, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County, 301 Jackson Street, Suite 719, Richmond, Texas 77469, Attention: County Judge.

8.2 All written notices, demands, and other papers or documents to be delivered to Dealer under this Agreement shall be delivered to 3501 B.F. TERRY BLVD, ROSENBERG, TX 77471, Attention: CAROL LEE, or such other place or places as Dealer may designate by written notice delivered to County.

Article IX. Compliance with Laws

Dealer shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Dealer shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Article X. Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

Article XI. Applicable Law

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.

Article XII. Successors and Assigns

17.1 County and Dealer bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Article XIII. Modifications

Any modifications to this Agreement must be in writing and must be signed by both parties.

Article XIV. Severability

If any provision of this Agreement is held illegal, invalid or unenforceable under present or future Applicable Law, such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision were not a part of this Agreement. However, upon the occurrence of such event, either party may terminate this Agreement forthwith upon the delivery of written notice of termination to the other party.

Article XV. Waiver

No waiver by a party of compliance with provisions or conditions of this Agreement on one occasion will be deemed to be a waiver of similar or dissimilar provisions or conditions at the same or any prior or subsequent time with respect to this Agreement.

Article XVI. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and no oral statements or prior written proposals or agreements not specifically incorporated herein will be of any force or effect.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 14th day of March, 2009.

FORT BEND COUNTY

Robert E. Hebert, County Judge

4-7-09

DEALER

ATTEST:

Dianne Wilson, County Clerk

APPROVED:

Patsy Schultz, County Tax Assessor-Collector

MOTOR VEHICLE DEALER AGREEMENT FOR THE COLLECTION AND PAYMENT OF TAXES AND FEES

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Gillman Autoplex Inc Gillman Nissan, (hereinafter "Dealer"), a corporation authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, §502.111 of the Texas Transportation Code grants the Fort Bend County Commissioners Court (hereinafter "Commissioners Court") the authority to authorize the Fort Bend County Tax Assessor-Collector (hereinafter "Tax Assessor-Collector") to appoint a deputy to register vehicles in the same manner and with the same authority as though done in the office of the Tax Assessor-Collector; and

WHEREAS, §502.112 of the Texas Transportation Code authorizes Tax Assessor-Collector, with the approval of Commissioners Court, to deputize individual employees of Dealer to issue motor vehicle registration receipts and prepare or accept applications for title transfers as full service deputies; and

WHEREAS, Tax Assessor-Collector wishes to deputize individual employees of Dealer for this purpose; and

WHEREAS, Dealer receives a benefit by allowing its' employees to serve as full service deputies; and

WHEREAS, County has determined that this Agreement serves a public purpose.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Article I. Definitions

1.1 Deputy: An employee of Dealer that has been deputized by Tax Assessor-Collector to issue motor vehicle registration receipts and prepare or accept applications for title transfers. An employee of Dealer has not been deputized until such employee has been trained to issue registration receipts by the Tax Assessor-Collector, posted a bond as set forth in Section 3.2, and completed an oath of office.

1.2 Supplies: Form 31 receipts and license plates.

Article II. Term

2.1 This Agreement shall commence on March 19, 2009 and terminate on March 19, 2010.

2.2 This Agreement shall automatically renew for successive one (1) year terms unless either party submits written notice of its intention not to renew.

2.3 Tax Assessor-Collector may terminate this Agreement at any time without notice.

2.4 This Agreement shall terminate automatically upon the occurrence of any of the following events:

2.4.1 The commencement of a voluntary or involuntary bankruptcy by Dealer.

2.4.2 Failure of Dealer to comply with any provision of this Agreement.

2.4.3 Termination by the Tax Assessor-Collector of the authority of the Deputy without the appointment of a substitute Deputy.

Article III. Duties of Dealer

3.1 Dealer shall submit the names of one or more employees of Dealer who are recommended by Dealer to serve as Deputy. The determination of whether or not to deputize a recommended Dealer employee is at the sole discretion of Tax Assessor-Collector.

3.2 Dealer shall furnish and maintain an inventory bond covering inventory provided by Tax Assessor-Collector in an amount acceptable to the Tax Assessor-Collector. Dealer shall notify the Tax Assessor-Collector immediately of any change in information relating to the bond, including, but not limited to: loss of bond, change of information relating to the bonding company, or any change in bond terms that will affect the County.

3.3 Dealer shall ensure that only a Deputy issues motor vehicle registration receipts and accepts applications for title transfers.

3.4 Dealer shall provide an insurable safe at its place of business to maintain Fees and Supplies. The safe shall be under the direct and exclusive care, custody, and control of a Deputy.

3.5 Dealer shall notify Tax Assessor-Collector within twenty-four (24) hours after a Deputy has ceased employment with Dealer, or when a Deputy is unable or refuses to perform the duties of a Deputy.

3.6 Dealer shall collect motor vehicle sales taxes from vehicle purchasers and remit such funds to a Deputy or the Tax Assessor-Collector in the time and manner provided by law. Payment by Dealer shall be by ACH deposit to the Tax Assessor-Collector.

3.7 Dealer shall remit motor vehicle registration fees to a Deputy or the Tax Assessor-Collector in the time and manner provided by law. Payment by Dealer shall be by ACH deposit to the Tax Assessor-Collector.

3.8 Dealer shall follow any and all other rules and procedures prescribed from time to time by Tax Assessor-Collector.

3.9 Dealer shall provide written notice to Tax Assessor-Collector of Dealer's intent to undergo a change of ownership at least 30 days prior to the date of the change.

Article IV. Duties of Deputy

4.1 Dealer acknowledges and agrees that although the Deputy may be an employee of Dealer, the Deputy has taken an oath of office and therefore:

4.1.1 A Deputy must comply with all Tax Assessor-Collector policies and procedures with regards to the issuance of motor vehicle registration receipts, the preparation or acceptance of applications for title transfers, and the collection and delivery of all applicable taxes and fees from Dealer.

4.1.2 A Deputy must accept any application for registration, registration renewal, or title transfer that the Tax Assessor-Collector may accept.

4.1.3 An individual's authority to act as a deputy may be terminated immediately at the sole discretion of the Tax Assessor-Collector

4.2 Each Deputy shall furnish and maintain a bond made payable to the Tax Assessor-Collector in an amount acceptable to the Tax Assessor-Collector. The bond shall be conditioned on the Deputy's proper accounting and remittance of all fees the person collects. Dealer and/or Deputy shall notify the Tax Assessor-Collector immediately of any change in information relating to the bond, including, but not limited to: loss of bond, change of information relating to the bonding company, or any change in bond terms that will affect the County.

Article V. Duties of Tax-Assessor

5.1 Tax Assessor-Collector, at his or her sole discretion, shall deputize one or more employees of Dealer to issue motor vehicle registration receipts and prepare or accept applications for title transfers.

5.2 Tax Assessor-Collector shall provide a Deputy with all necessary training and written copies of all Tax Assessor-Collector policies and procedures with regards to the issuance of motor vehicle registration receipts, the preparation or acceptance of applications for title transfers, and the collection and delivery of all applicable taxes and fees from Dealer.

5.3 Tax Assessor-Collector shall provide a Deputy with the Supplies necessary for the Deputy to perform his or her duties in accordance with Tax Assessor-Collector policies and procedures.

Article VI. Indemnity

DEALER SHALL SAVE HARMLESS COUNTY AND TAX ASSESSOR-COLLECTOR FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING ATTORNEYS FEES, ARISING FROM ACTIVITIES OF DEALER, ITS

AGENTS, OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF DEALER OR ANY OF DEALER'S AGENTS, SERVANTS OR EMPLOYEES.

Article VII. Independent Contractor

The parties to this Agreement are independent contractors. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship. Neither party shall have the authority to act as agent for, or on behalf of, the others, or to represent or bind the other in any manner.

Article VIII. Contract Administration

8.1 All written notices, demands, and other papers or documents to be delivered to County under this Agreement shall be delivered to the Fort Bend County Tax Assessor-Collector, 500 Liberty Street, Suite 101, Richmond, Texas 77469, or at such other place or places as it may from time to time designate by written notice delivered to Dealer. For purposes of notice under this Agreement, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County, 301 Jackson Street, Suite 719, Richmond, Texas 77469, Attention: County Judge.

8.2 All written notices, demands, and other papers or documents to be delivered to Dealer under this Agreement shall be delivered to 26021 SW Fwy Rosenberg, TX 77471, Attention: Carol Lee, or such other place or places as Dealer may designate by written notice delivered to County.

Article IX. Compliance with Laws

Dealer shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Dealer shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Article X. Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

Article XI. Applicable Law

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.

Article XII. Successors and Assigns

17.1 County and Dealer bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Article XIII. Modifications

Any modifications to this Agreement must be in writing and must be signed by both parties.

Article XIV. Severability

If any provision of this Agreement is held illegal, invalid or unenforceable under present or future Applicable Law, such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision were not a part of this Agreement. However, upon the occurrence of such event, either party may terminate this Agreement forthwith upon the delivery of written notice of termination to the other party.

Article XV. Waiver

No waiver by a party of compliance with provisions or conditions of this Agreement on one occasion will be deemed to be a waiver of similar or dissimilar provisions or conditions at the same or any prior or subsequent time with respect to this Agreement.

Article XVI. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and no oral statements or prior written proposals or agreements not specifically incorporated herein will be of any force or effect.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 19th day of March, 2009.

FORT BEND COUNTY

Robert E. Hebert, County Judge 4-7-09

DEALER

ATTEST:

Dianne Wilson, County Clerk

APPROVED:

Patsy Schultz, County Tax Assessor-Collector

MOTOR VEHICLE DEALER AGREEMENT FOR THE COLLECTION AND PAYMENT OF TAXES AND FEES

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and ISUZU FT BEND LTD dba Mercedes Benz of Sugar Land, (hereinafter "Dealer"), a corporation authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, §502.111 of the Texas Transportation Code grants the Fort Bend County Commissioners Court (hereinafter "Commissioners Court") the authority to authorize the Fort Bend County Tax Assessor-Collector (hereinafter "Tax Assessor-Collector") to appoint a deputy to register vehicles in the same manner and with the same authority as though done in the office of the Tax Assessor-Collector; and

WHEREAS, §502.112 of the Texas Transportation Code authorizes Tax Assessor-Collector, with the approval of Commissioners Court, to deputize individual employees of Dealer to issue motor vehicle registration receipts and prepare or accept applications for title transfers as full service deputies; and

WHEREAS, Tax Assessor-Collector wishes to deputize individual employees of Dealer for this purpose; and

WHEREAS, Dealer receives a benefit by allowing its' employees to serve as full service deputies; and

WHEREAS, County has determined that this Agreement serves a public purpose.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Article I. Definitions

1.1 Deputy: An employee of Dealer that has been deputized by Tax Assessor-Collector to issue motor vehicle registration receipts and prepare or accept applications for title transfers. An employee of Dealer has not been deputized until such employee has been trained to issue registration receipts by the Tax Assessor-Collector, posted a bond as set forth in Section 3.2, and completed an oath of office.

1.2 Supplies: Form 31 receipts and license plates.

Article II. Term

2.1 This Agreement shall commence on 3/10/09 and terminate on 3/10/10.

2.2 This Agreement shall automatically renew for successive one (1) year terms unless either party submits written notice of its intention not to renew.

2.3 Tax Assessor-Collector may terminate this Agreement at any time without notice.

2.4 This Agreement shall terminate automatically upon the occurrence of any of the following events:

2.4.1 The commencement of a voluntary or involuntary bankruptcy by Dealer.

2.4.2 Failure of Dealer to comply with any provision of this Agreement.

2.4.3 Termination by the Tax Assessor-Collector of the authority of the Deputy without the appointment of a substitute Deputy.

Article III. Duties of Dealer

3.1 Dealer shall submit the names of one or more employees of Dealer who are recommended by Dealer to serve as Deputy. The determination of whether or not to deputize a recommended Dealer employee is at the sole discretion of Tax Assessor-Collector.

3.2 Dealer shall furnish and maintain an inventory bond covering inventory provided by Tax Assessor-Collector in an amount acceptable to the Tax Assessor-Collector. Dealer shall notify the Tax Assessor-Collector immediately of any change in information relating to the bond, including, but not limited to: loss of bond, change of information relating to the bonding company, or any change in bond terms that will affect the County.

3.3 Dealer shall ensure that only a Deputy issues motor vehicle registration receipts and accepts applications for title transfers.

3.4 Dealer shall provide an insurable safe at its place of business to maintain Fees and Supplies. The safe shall be under the direct and exclusive care, custody, and control of a Deputy.

3.5 Dealer shall notify Tax Assessor-Collector within twenty-four (24) hours after a Deputy has ceased employment with Dealer, or when a Deputy is unable or refuses to perform the duties of a Deputy.

3.6 Dealer shall collect motor vehicle sales taxes from vehicle purchasers and remit such funds to a Deputy or the Tax Assessor-Collector in the time and manner provided by law. Payment by Dealer shall be by ACH deposit to the Tax Assessor-Collector.

3.7 Dealer shall remit motor vehicle registration fees to a Deputy or the Tax Assessor-Collector in the time and manner provided by law. Payment by Dealer shall be by ACH deposit to the Tax Assessor-Collector.

3.8 Dealer shall follow any and all other rules and procedures prescribed from time to time by Tax Assessor-Collector.

3.9 Dealer shall provide written notice to Tax Assessor-Collector of Dealer's intent to undergo a change of ownership at least 30 days prior to the date of the change.

Article IV. Duties of Deputy

4.1 Dealer acknowledges and agrees that although the Deputy may be an employee of Dealer, the Deputy has taken an oath of office and therefore:

4.1.1 A Deputy must comply with all Tax Assessor-Collector policies and procedures with regards to the issuance of motor vehicle registration receipts, the preparation or acceptance of applications for title transfers, and the collection and delivery of all applicable taxes and fees from Dealer.

4.1.2 A Deputy must accept any application for registration, registration renewal, or title transfer that the Tax Assessor-Collector may accept.

4.1.3 An individual's authority to act as a deputy may be terminated immediately at the sole discretion of the Tax Assessor-Collector

4.2 Each Deputy shall furnish and maintain a bond made payable to the Tax Assessor-Collector in an amount acceptable to the Tax Assessor-Collector. The bond shall be conditioned on the Deputy's proper accounting and remittance of all fees the person collects. Dealer and/or Deputy shall notify the Tax Assessor-Collector immediately of any change in information relating to the bond, including, but not limited to: loss of bond, change of information relating to the bonding company, or any change in bond terms that will affect the County.

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5.1 Tax Assessor-Collector, at his or her sole discretion, shall deputize one or more employees of Dealer to issue motor vehicle registration receipts and prepare or accept applications for title transfers.

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Article VI. Indemnity

DEALER SHALL SAVE HARMLESS COUNTY AND TAX ASSESSOR-COLLECTOR FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING ATTORNEYS FEES, ARISING FROM ACTIVITIES OF DEALER, ITS

AGENTS, OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF DEALER OR ANY OF DEALER'S AGENTS, SERVANTS OR EMPLOYEES.

Article VII. Independent Contractor

The parties to this Agreement are independent contractors. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship. Neither party shall have the authority to act as agent for, or on behalf of, the others, or to represent or bind the other in any manner.

Article VIII. Contract Administration

8.1 All written notices, demands, and other papers or documents to be delivered to County under this Agreement shall be delivered to the Fort Bend County Tax Assessor-Collector, 500 Liberty Street, Suite 101, Richmond, Texas 77469, or at such other place or places as it may from time to time designate by written notice delivered to Dealer. For purposes of notice under this Agreement, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County, 301 Jackson Street, Suite 719, Richmond, Texas 77469, Attention: County Judge.

8.2 All written notices, demands, and other papers or documents to be delivered to Dealer under this Agreement shall be delivered to 5625 FT BEND LTD dba Mercedes Benz of Sugarland Attention: Sue E. Esque, or such other place or places as Dealer may designate by written notice delivered to County.

Article IX. Compliance with Laws

Dealer shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Dealer shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Article X. Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

Article XI. Applicable Law

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.

Article XII. Successors and Assigns

17.1 County and Dealer bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Article XIII. Modifications

Any modifications to this Agreement must be in writing and must be signed by both parties.

Article XIV. Severability

If any provision of this Agreement is held illegal, invalid or unenforceable under present or future Applicable Law, such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision were not a part of this Agreement. However, upon the occurrence of such event, either party may terminate this Agreement forthwith upon the delivery of written notice of termination to the other party.

Article XV. Waiver

No waiver by a party of compliance with provisions or conditions of this Agreement on one occasion will be deemed to be a waiver of similar or dissimilar provisions or conditions at the same or any prior or subsequent time with respect to this Agreement.

Article XVI. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and no oral statements or prior written proposals or agreements not specifically incorporated herein will be of any force or effect.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 10th day of March 09, 2009.

FORT BEND COUNTY

Robert E. Hebert, County Judge
4-7-09

DEALER

KEN ENOEKS

ATTEST:

Dianne Wilson, County Clerk

APPROVED:

Patsy Schultz, County Tax Assessor-Collector

MOTOR VEHICLE DEALER AGREEMENT FOR THE COLLECTION AND PAYMENT OF TAXES AND FEES

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and d b a Small CAR LP Smart Center Sugar Land, (hereinafter "Dealer"), a corporation authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, §502.111 of the Texas Transportation Code grants the Fort Bend County Commissioners Court (hereinafter "Commissioners Court") the authority to authorize the Fort Bend County Tax Assessor-Collector (hereinafter "Tax Assessor-Collector") to appoint a deputy to register vehicles in the same manner and with the same authority as though done in the office of the Tax Assessor-Collector; and

WHEREAS, §502.112 of the Texas Transportation Code authorizes Tax Assessor-Collector, with the approval of Commissioners Court, to deputize individual employees of Dealer to issue motor vehicle registration receipts and prepare or accept applications for title transfers as full service deputies; and

WHEREAS, Tax Assessor-Collector wishes to deputize individual employees of Dealer for this purpose; and

WHEREAS, Dealer receives a benefit by allowing its' employees to serve as full service deputies; and

WHEREAS, County has determined that this Agreement serves a public purpose.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Article I. Definitions

1.1 Deputy: An employee of Dealer that has been deputized by Tax Assessor-Collector to issue motor vehicle registration receipts and prepare or accept applications for title transfers. An employee of Dealer has not been deputized until such employee has been trained to issue registration receipts by the Tax Assessor-Collector, posted a bond as set forth in Section 3.2, and completed an oath of office.

1.2 Supplies: Form 31 receipts and license plates.

Article II. Term

2.1 This Agreement shall commence on 3/10/09 and terminate on 3/10/10.

2.2 This Agreement shall automatically renew for successive one (1) year terms unless either party submits written notice of its intention not to renew.

2.3 Tax Assessor-Collector may terminate this Agreement at any time without notice.

2.4 This Agreement shall terminate automatically upon the occurrence of any of the following events:

2.4.1 The commencement of a voluntary or involuntary bankruptcy by Dealer.

2.4.2 Failure of Dealer to comply with any provision of this Agreement.

2.4.3 Termination by the Tax Assessor-Collector of the authority of the Deputy without the appointment of a substitute Deputy.

Article III. Duties of Dealer

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Article XVI. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and no oral statements or prior written proposals or agreements not specifically incorporated herein will be of any force or effect.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 10th day of March 09, 2009.

FORT BEND COUNTY

Robert E. Hebert, County Judge
4-7-09

DEALER

KEN ENDERS

ATTEST:

Dianne Wilson, County Clerk

APPROVED:

Patsy Schultz, County Tax Assessor-Collector

Sterling McCall Nissan

MOTOR VEHICLE DEALER AGREEMENT FOR THE COLLECTION AND PAYMENT OF TAXES AND FEES

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and McCall N inc., (hereinafter "Dealer"), a corporation authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, §502.111 of the Texas Transportation Code grants the Fort Bend County Commissioners Court (hereinafter "Commissioners Court") the authority to authorize the Fort Bend County Tax Assessor-Collector (hereinafter "Tax Assessor-Collector") to appoint a deputy to register vehicles in the same manner and with the same authority as though done in the office of the Tax Assessor-Collector; and

WHEREAS, §502.112 of the Texas Transportation Code authorizes Tax Assessor-Collector, with the approval of Commissioners Court, to deputize individual employees of Dealer to issue motor vehicle registration receipts and prepare or accept applications for title transfers as full service deputies; and

WHEREAS, Tax Assessor-Collector wishes to deputize individual employees of Dealer for this purpose; and

WHEREAS, Dealer receives a benefit by allowing its' employees to serve as full service deputies; and

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AGREEMENT

Article I. Definitions

1.1 Deputy: An employee of Dealer that has been deputized by Tax Assessor-Collector to issue motor vehicle registration receipts and prepare or accept applications for title transfers. An employee of Dealer has not been deputized until such employee has been trained to issue registration receipts by the Tax Assessor-Collector, posted a bond as set forth in Section 3.2, and completed an oath of office.

1.2 Supplies: Form 31 receipts and license plates.

Article II. Term

2.1 This Agreement shall commence on March 25, 2009 and terminate on March 25 2010

2.2 This Agreement shall automatically renew for successive one (1) year terms unless either party submits written notice of its intention not to renew.

2.3 Tax Assessor-Collector may terminate this Agreement at any time without notice.

2.4 This Agreement shall terminate automatically upon the occurrence of any of the following events:

2.4.1 The commencement of a voluntary or involuntary bankruptcy by Dealer.

2.4.2 Failure of Dealer to comply with any provision of this Agreement.

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3.7 Dealer shall remit motor vehicle registration fees to a Deputy or the Tax Assessor-Collector in the time and manner provided by law. Payment by Dealer shall be by ACH deposit to the Tax Assessor-Collector.

3.8 Dealer shall follow any and all other rules and procedures prescribed from time to time by Tax Assessor-Collector.

3.9 Dealer shall provide written notice to Tax Assessor-Collector of Dealer's intent to undergo a change of ownership at least 30 days prior to the date of the change.

Article IV. Duties of Deputy

4.1 Dealer acknowledges and agrees that although the Deputy may be an employee of Dealer, the Deputy has taken an oath of office and therefore:

4.1.1 A Deputy must comply with all Tax Assessor-Collector policies and procedures with regards to the issuance of motor vehicle registration receipts, the preparation or acceptance of applications for title transfers, and the collection and delivery of all applicable taxes and fees from Dealer.

4.1.2 A Deputy must accept any application for registration, registration renewal, or title transfer that the Tax Assessor-Collector may accept.

4.1.3 An individual's authority to act as a deputy may be terminated immediately at the sole discretion of the Tax Assessor-Collector

4.2 Each Deputy shall furnish and maintain a bond made payable to the Tax Assessor-Collector in an amount acceptable to the Tax Assessor-Collector. The bond shall be conditioned on the Deputy's proper accounting and remittance of all fees the person collects. Dealer and/or Deputy shall notify the Tax Assessor-Collector immediately of any change in information relating to the bond, including, but not limited to: loss of bond, change of information relating to the bonding company, or any change in bond terms that will affect the County.

Article V. Duties of Tax-Assessor

5.1 Tax Assessor-Collector, at his or her sole discretion, shall deputize one or more employees of Dealer to issue motor vehicle registration receipts and prepare or accept applications for title transfers.

5.2 Tax Assessor-Collector shall provide a Deputy with all necessary training and written copies of all Tax Assessor-Collector policies and procedures with regards to the issuance of motor vehicle registration receipts, the preparation or acceptance of applications for title transfers, and the collection and delivery of all applicable taxes and fees from Dealer.

5.3 Tax Assessor-Collector shall provide a Deputy with the Supplies necessary for the Deputy to perform his or her duties in accordance with Tax Assessor-Collector policies and procedures.

Article VI. Indemnity

DEALER SHALL SAVE HARMLESS COUNTY AND TAX ASSESSOR-COLLECTOR FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING ATTORNEYS FEES, ARISING FROM ACTIVITIES OF DEALER, ITS

AGENTS, OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF DEALER OR ANY OF DEALER'S AGENTS, SERVANTS OR EMPLOYEES.

Article VII. Independent Contractor

The parties to this Agreement are independent contractors. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship. Neither party shall have the authority to act as agent for, or on behalf of, the others, or to represent or bind the other in any manner.

Article VIII. Contract Administration

8.1 All written notices, demands, and other papers or documents to be delivered to County under this Agreement shall be delivered to the Fort Bend County Tax Assessor-Collector, 500 Liberty Street, Suite 101, Richmond, Texas 77469, or at such other place or places as it may from time to time designate by written notice delivered to Dealer. For purposes of notice under this Agreement, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County, 301 Jackson Street, Suite 719, Richmond, Texas 77469, Attention: County Judge.

8.2 All written notices, demands, and other papers or documents to be delivered to Dealer under this Agreement shall be delivered to Sterling McCall Nissan Attention: Chris Firle, or such other place or places as Dealer may designate by written notice delivered to County.

Article IX. Compliance with Laws

Dealer shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Dealer shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Article X. Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

Article XI. Applicable Law

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.

Article XII. Successors and Assigns

17.1 County and Dealer bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Article XIII. Modifications

Any modifications to this Agreement must be in writing and must be signed by both parties.

Article XIV. Severability

If any provision of this Agreement is held illegal, invalid or unenforceable under present or future Applicable Law, such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision were not a part of this Agreement. However, upon the occurrence of such event, either party may terminate this Agreement forthwith upon the delivery of written notice of termination to the other party.

Article XV. Waiver

No waiver by a party of compliance with provisions or conditions of this Agreement on one occasion will be deemed to be a waiver of similar or dissimilar provisions or conditions at the same or any prior or subsequent time with respect to this Agreement.

Article XVI. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and no oral statements or prior written proposals or agreements not specifically incorporated herein will be of any force or effect.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 25 day of March, 2009.

FORT BEND COUNTY

Robert E. Hebert, County Judge 4-7-09

DEALER

Robert Malson

ATTEST:

Dianne Wilson, County Clerk

APPROVED:

Patsy Schultz, County Tax Assessor-Collector

Fort Bend Toyt

MOTOR VEHICLE DEALER AGREEMENT FOR THE COLLECTION AND PAYMENT OF TAXES AND FEES

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and McCall TX Inc., (hereinafter "Dealer"), a corporation authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, §502.111 of the Texas Transportation Code grants the Fort Bend County Commissioners Court (hereinafter "Commissioners Court") the authority to authorize the Fort Bend County Tax Assessor-Collector (hereinafter "Tax Assessor-Collector") to appoint a deputy to register vehicles in the same manner and with the same authority as though done in the office of the Tax Assessor-Collector; and

WHEREAS, §502.112 of the Texas Transportation Code authorizes Tax Assessor-Collector, with the approval of Commissioners Court, to deputize individual employees of Dealer to issue motor vehicle registration receipts and prepare or accept applications for title transfers as full service deputies; and

WHEREAS, Tax Assessor-Collector wishes to deputize individual employees of Dealer for this purpose; and

WHEREAS, Dealer receives a benefit by allowing its' employees to serve as full service deputies; and

WHEREAS, County has determined that this Agreement serves a public purpose.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Article I. Definitions

1.1 Deputy: An employee of Dealer that has been deputized by Tax Assessor-Collector to issue motor vehicle registration receipts and prepare or accept applications for title transfers. An employee of Dealer has not been deputized until such employee has been trained to issue registration receipts by the Tax Assessor-Collector, posted a bond as set forth in Section 3.2, and completed an oath of office.

1.2 Supplies: Form 31 receipts and license plates.

Article II. Term

2.1 This Agreement shall commence on March 25 2009 and terminate on March 25 2010.

2.2 This Agreement shall automatically renew for successive one (1) year terms unless either party submits written notice of its intention not to renew.

2.3 Tax Assessor-Collector may terminate this Agreement at any time without notice.

2.4 This Agreement shall terminate automatically upon the occurrence of any of the following events:

2.4.1 The commencement of a voluntary or involuntary bankruptcy by Dealer.

2.4.2 Failure of Dealer to comply with any provision of this Agreement.

2.4.3 Termination by the Tax Assessor-Collector of the authority of the Deputy without the appointment of a substitute Deputy.

Article III. Duties of Dealer

3.1 Dealer shall submit the names of one or more employees of Dealer who are recommended by Dealer to serve as Deputy. The determination of whether or not to deputize a recommended Dealer employee is at the sole discretion of Tax Assessor-Collector.

3.2 Dealer shall furnish and maintain an inventory bond covering inventory provided by Tax Assessor-Collector in an amount acceptable to the Tax Assessor-Collector. Dealer shall notify the Tax Assessor-Collector immediately of any change in information relating to the bond, including, but not limited to: loss of bond, change of information relating to the bonding company, or any change in bond terms that will affect the County.

3.3 Dealer shall ensure that only a Deputy issues motor vehicle registration receipts and accepts applications for title transfers.

3.4 Dealer shall provide an insurable safe at its place of business to maintain Fees and Supplies. The safe shall be under the direct and exclusive care, custody, and control of a Deputy.

3.5 Dealer shall notify Tax Assessor-Collector within twenty-four (24) hours after a Deputy has ceased employment with Dealer, or when a Deputy is unable or refuses to perform the duties of a Deputy.

3.6 Dealer shall collect motor vehicle sales taxes from vehicle purchasers and remit such funds to a Deputy or the Tax Assessor-Collector in the time and manner provided by law. Payment by Dealer shall be by ACH deposit to the Tax Assessor-Collector.

3.7 Dealer shall remit motor vehicle registration fees to a Deputy or the Tax Assessor-Collector in the time and manner provided by law. Payment by Dealer shall be by ACH deposit to the Tax Assessor-Collector.

3.8 Dealer shall follow any and all other rules and procedures prescribed from time to time by Tax Assessor-Collector.

3.9 Dealer shall provide written notice to Tax Assessor-Collector of Dealer's intent to undergo a change of ownership at least 30 days prior to the date of the change.

Article IV. Duties of Deputy

4.1 Dealer acknowledges and agrees that although the Deputy may be an employee of Dealer, the Deputy has taken an oath of office and therefore:

4.1.1 A Deputy must comply with all Tax Assessor-Collector policies and procedures with regards to the issuance of motor vehicle registration receipts, the preparation or acceptance of applications for title transfers, and the collection and delivery of all applicable taxes and fees from Dealer.

4.1.2 A Deputy must accept any application for registration, registration renewal, or title transfer that the Tax Assessor-Collector may accept.

4.1.3 An individual's authority to act as a deputy may be terminated immediately at the sole discretion of the Tax Assessor-Collector

4.2 Each Deputy shall furnish and maintain a bond made payable to the Tax Assessor-Collector in an amount acceptable to the Tax Assessor-Collector. The bond shall be conditioned on the Deputy's proper accounting and remittance of all fees the person collects. Dealer and/or Deputy shall notify the Tax Assessor-Collector immediately of any change in information relating to the bond, including, but not limited to: loss of bond, change of information relating to the bonding company, or any change in bond terms that will affect the County.

Article V. Duties of Tax-Assessor

5.1 Tax Assessor-Collector, at his or her sole discretion, shall deputize one or more employees of Dealer to issue motor vehicle registration receipts and prepare or accept applications for title transfers.

5.2 Tax Assessor-Collector shall provide a Deputy with all necessary training and written copies of all Tax Assessor-Collector policies and procedures with regards to the issuance of motor vehicle registration receipts, the preparation or acceptance of applications for title transfers, and the collection and delivery of all applicable taxes and fees from Dealer.

5.3 Tax Assessor-Collector shall provide a Deputy with the Supplies necessary for the Deputy to perform his or her duties in accordance with Tax Assessor-Collector policies and procedures.

Article VI. Indemnity

DEALER SHALL SAVE HARMLESS COUNTY AND TAX ASSESSOR-COLLECTOR FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING ATTORNEYS FEES, ARISING FROM ACTIVITIES OF DEALER, ITS

AGENTS, OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF DEALER OR ANY OF DEALER'S AGENTS, SERVANTS OR EMPLOYEES.

Article VII. Independent Contractor

The parties to this Agreement are independent contractors. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship. Neither party shall have the authority to act as agent for, or on behalf of, the others, or to represent or bind the other in any manner.

Article VIII. Contract Administration

8.1 All written notices, demands, and other papers or documents to be delivered to County under this Agreement shall be delivered to the Fort Bend County Tax Assessor-Collector, 500 Liberty Street, Suite 101, Richmond, Texas 77469, or at such other place or places as it may from time to time designate by written notice delivered to Dealer. For purposes of notice under this Agreement, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County, 301 Jackson Street, Suite 719, Richmond, Texas 77469, Attention: County Judge.

8.2 All written notices, demands, and other papers or documents to be delivered to Dealer under this Agreement shall be delivered to Fort Bend Toyota, Attention: Dawn Archer, or such other place or places as Dealer may designate by written notice delivered to County.

Article IX. Compliance with Laws

Dealer shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Dealer shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Article X. Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

Article XI. Applicable Law

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.

Article XII. Successors and Assigns

17.1 County and Dealer bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Article XIII. Modifications

Any modifications to this Agreement must be in writing and must be signed by both parties.

Article XIV. Severability

If any provision of this Agreement is held illegal, invalid or unenforceable under present or future Applicable Law, such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision were not a part of this Agreement. However, upon the occurrence of such event, either party may terminate this Agreement forthwith upon the delivery of written notice of termination to the other party.

Article XV. Waiver

No waiver by a party of compliance with provisions or conditions of this Agreement on one occasion will be deemed to be a waiver of similar or dissimilar provisions or conditions at the same or any prior or subsequent time with respect to this Agreement.

Article XVI. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and no oral statements or prior written proposals or agreements not specifically incorporated herein will be of any force or effect.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 25 day of March 2009 2009.

FORT BEND COUNTY

Robert E. Hebert, County Judge 4-7-09

DEALER

Roger Mason

ATTEST:

Dianne Wilson, County Clerk

APPROVED:

Patsy Schultz, County Tax Assessor-Collector

MOTOR VEHICLE DEALER AGREEMENT FOR THE COLLECTION AND PAYMENT OF TAXES AND FEES

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Rosenberg Imports Ltd, (hereinafter "Dealer"), a corporation authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, §502.111 of the Texas Transportation Code grants the Fort Bend County Commissioners Court (hereinafter "Commissioners Court") the authority to authorize the Fort Bend County Tax Assessor-Collector (hereinafter "Tax Assessor-Collector") to appoint a deputy to register vehicles in the same manner and with the same authority as though done in the office of the Tax Assessor-Collector; and

WHEREAS, §502.112 of the Texas Transportation Code authorizes Tax Assessor-Collector, with the approval of Commissioners Court, to deputize individual employees of Dealer to issue motor vehicle registration receipts and prepare or accept applications for title transfers as full service deputies; and

WHEREAS, Tax Assessor-Collector wishes to deputize individual employees of Dealer for this purpose; and

WHEREAS, Dealer receives a benefit by allowing its' employees to serve as full service deputies; and

WHEREAS, County has determined that this Agreement serves a public purpose.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Article I. Definitions

1.1 Deputy: An employee of Dealer that has been deputized by Tax Assessor-Collector to issue motor vehicle registration receipts and prepare or accept applications for title transfers. An employee of Dealer has not been deputized until such employee has been trained to issue registration receipts by the Tax Assessor-Collector, posted a bond as set forth in Section 3.2, and completed an oath of office.

1.2 Supplies: Form 31 receipts and license plates.

Article II. Term

2.1 This Agreement shall commence on March 27, 2009 and terminate on March 27, 2010.

2.2 This Agreement shall automatically renew for successive one (1) year terms unless either party submits written notice of its intention not to renew.

2.3 Tax Assessor-Collector may terminate this Agreement at any time without notice.

2.4 This Agreement shall terminate automatically upon the occurrence of any of the following events:

2.4.1 The commencement of a voluntary or involuntary bankruptcy by Dealer.

2.4.2 Failure of Dealer to comply with any provision of this Agreement.

2.4.3 Termination by the Tax Assessor-Collector of the authority of the Deputy without the appointment of a substitute Deputy.

Article III. Duties of Dealer

3.1 Dealer shall submit the names of one or more employees of Dealer who are recommended by Dealer to serve as Deputy. The determination of whether or not to deputize a recommended Dealer employee is at the sole discretion of Tax Assessor-Collector.

3.2 Dealer shall furnish and maintain an inventory bond covering inventory provided by Tax Assessor-Collector in an amount acceptable to the Tax Assessor-Collector. Dealer shall notify the Tax Assessor-Collector immediately of any change in information relating to the bond, including, but not limited to: loss of bond, change of information relating to the bonding company, or any change in bond terms that will affect the County.

3.3 Dealer shall ensure that only a Deputy issues motor vehicle registration receipts and accepts applications for title transfers.

3.4 Dealer shall provide an insurable safe at its place of business to maintain Fees and Supplies. The safe shall be under the direct and exclusive care, custody, and control of a Deputy.

3.5 Dealer shall notify Tax Assessor-Collector within twenty-four (24) hours after a Deputy has ceased employment with Dealer, or when a Deputy is unable or refuses to perform the duties of a Deputy.

3.6 Dealer shall collect motor vehicle sales taxes from vehicle purchasers and remit such funds to a Deputy or the Tax Assessor-Collector in the time and manner provided by law. Payment by Dealer shall be by ACH deposit to the Tax Assessor-Collector.

3.7 Dealer shall remit motor vehicle registration fees to a Deputy or the Tax Assessor-Collector in the time and manner provided by law. Payment by Dealer shall be by ACH deposit to the Tax Assessor-Collector.

3.8 Dealer shall follow any and all other rules and procedures prescribed from time to time by Tax Assessor-Collector.

3.9 Dealer shall provide written notice to Tax Assessor-Collector of Dealer's intent to undergo a change of ownership at least 30 days prior to the date of the change.

Article IV. Duties of Deputy

4.1 Dealer acknowledges and agrees that although the Deputy may be an employee of Dealer, the Deputy has taken an oath of office and therefore:

4.1.1 A Deputy must comply with all Tax Assessor-Collector policies and procedures with regards to the issuance of motor vehicle registration receipts, the preparation or acceptance of applications for title transfers, and the collection and delivery of all applicable taxes and fees from Dealer.

4.1.2 A Deputy must accept any application for registration, registration renewal, or title transfer that the Tax Assessor-Collector may accept.

4.1.3 An individual's authority to act as a deputy may be terminated immediately at the sole discretion of the Tax Assessor-Collector

4.2 Each Deputy shall furnish and maintain a bond made payable to the Tax Assessor-Collector in an amount acceptable to the Tax Assessor-Collector. The bond shall be conditioned on the Deputy's proper accounting and remittance of all fees the person collects. Dealer and/or Deputy shall notify the Tax Assessor-Collector immediately of any change in information relating to the bond, including, but not limited to: loss of bond, change of information relating to the bonding company, or any change in bond terms that will affect the County.

Article V. Duties of Tax-Assessor

5.1 Tax Assessor-Collector, at his or her sole discretion, shall deputize one or more employees of Dealer to issue motor vehicle registration receipts and prepare or accept applications for title transfers.

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AGENTS, OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF DEALER OR ANY OF DEALER'S AGENTS, SERVANTS OR EMPLOYEES.

Article VII. Independent Contractor

The parties to this Agreement are independent contractors. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship. Neither party shall have the authority to act as agent for, or on behalf of, the others, or to represent or bind the other in any manner.

Article VIII. Contract Administration

8.1 All written notices, demands, and other papers or documents to be delivered to County under this Agreement shall be delivered to the Fort Bend County Tax Assessor-Collector, 500 Liberty Street, Suite 101, Richmond, Texas 77469, or at such other place or places as it may from time to time designate by written notice delivered to Dealer. For purposes of notice under this Agreement, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County, 301 Jackson Street, Suite 719, Richmond, Texas 77469, Attention: County Judge.

8.2 All written notices, demands, and other papers or documents to be delivered to Dealer under this Agreement shall be delivered to 27309 Southwest Frwy. Rosenberg, TX 77471, Attention: Ernie Guzman, or such other place or places as Dealer may designate by written notice delivered to County.

Article IX. Compliance with Laws

Dealer shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Dealer shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

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Article XV. Waiver

No waiver by a party of compliance with provisions or conditions of this Agreement on one occasion will be deemed to be a waiver of similar or dissimilar provisions or conditions at the same or any prior or subsequent time with respect to this Agreement.

Article XVI. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and no oral statements or prior written proposals or agreements not specifically incorporated herein will be of any force or effect.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 27 day of March, 2009.

FORT BEND COUNTY

Robert E. Hebert, County Judge
4-7-09

DEALER Rosenberg Imports Ltd.

ATTEST:

Dianne Wilson, County Clerk

APPROVED:

Patsy Schultz, County Tax Assessor-Collector

MOTOR VEHICLE DEALER AGREEMENT FOR THE COLLECTION AND PAYMENT OF TAXES AND FEES

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Delmas Ford Inc, (hereinafter "Dealer"), a corporation authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, §502.111 of the Texas Transportation Code grants the Fort Bend County Commissioners Court (hereinafter "Commissioners Court") the authority to authorize the Fort Bend County Tax Assessor-Collector (hereinafter "Tax Assessor-Collector") to appoint a deputy to register vehicles in the same manner and with the same authority as though done in the office of the Tax Assessor-Collector; and

WHEREAS, §502.112 of the Texas Transportation Code authorizes Tax Assessor-Collector, with the approval of Commissioners Court, to deputize individual employees of Dealer to issue motor vehicle registration receipts and prepare or accept applications for title transfers as full service deputies; and

WHEREAS, Tax Assessor-Collector wishes to deputize individual employees of Dealer for this purpose; and

WHEREAS, Dealer receives a benefit by allowing its' employees to serve as full service deputies; and

WHEREAS, County has determined that this Agreement serves a public purpose.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Article I. Definitions

1.1 Deputy: An employee of Dealer that has been deputized by Tax Assessor-Collector to issue motor vehicle registration receipts and prepare or accept applications for title transfers. An employee of Dealer has not been deputized until such employee has been trained to issue registration receipts by the Tax Assessor-Collector, posted a bond as set forth in Section 3.2, and completed an oath of office.

1.2 Supplies: Form 31 receipts and license plates.

Article II. Term

2.1 This Agreement shall commence on 3-13-09 and terminate on 3-13-10.

2.2 This Agreement shall automatically renew for successive one (1) year terms unless either party submits written notice of its intention not to renew.

2.3 Tax Assessor-Collector may terminate this Agreement at any time without notice.

2.4 This Agreement shall terminate automatically upon the occurrence of any of the following events:

2.4.1 The commencement of a voluntary or involuntary bankruptcy by Dealer.

2.4.2 Failure of Dealer to comply with any provision of this Agreement.

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Article III. Duties of Dealer

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3.2 Dealer shall furnish and maintain an inventory bond covering inventory provided by Tax Assessor-Collector in an amount acceptable to the Tax Assessor-Collector. Dealer shall notify the Tax Assessor-Collector immediately of any change in information relating to the bond, including, but not limited to: loss of bond, change of information relating to the bonding company, or any change in bond terms that will affect the County.

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3.4 Dealer shall provide an insurable safe at its place of business to maintain Fees and Supplies. The safe shall be under the direct and exclusive care, custody, and control of a Deputy.

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3.9 Dealer shall provide written notice to Tax Assessor-Collector of Dealer's intent to undergo a change of ownership at least 30 days prior to the date of the change.

Article IV. Duties of Deputy

4.1 Dealer acknowledges and agrees that although the Deputy may be an employee of Dealer, the Deputy has taken an oath of office and therefore:

4.1.1 A Deputy must comply with all Tax Assessor-Collector policies and procedures with regards to the issuance of motor vehicle registration receipts, the preparation or acceptance of applications for title transfers, and the collection and delivery of all applicable taxes and fees from Dealer.

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Article V. Duties of Tax-Assessor

5.1 Tax Assessor-Collector, at his or her sole discretion, shall deputize one or more employees of Dealer to issue motor vehicle registration receipts and prepare or accept applications for title transfers.

5.2 Tax Assessor-Collector shall provide a Deputy with all necessary training and written copies of all Tax Assessor-Collector policies and procedures with regards to the issuance of motor vehicle registration receipts, the preparation or acceptance of applications for title transfers, and the collection and delivery of all applicable taxes and fees from Dealer.

5.3 Tax Assessor-Collector shall provide a Deputy with the Supplies necessary for the Deputy to perform his or her duties in accordance with Tax Assessor-Collector policies and procedures.

Article VI. Indemnity

DEALER SHALL SAVE HARMLESS COUNTY AND TAX ASSESSOR-COLLECTOR FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING ATTORNEYS FEES, ARISING FROM ACTIVITIES OF DEALER, ITS

AGENTS, OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF DEALER OR ANY OF DEALER'S AGENTS, SERVANTS OR EMPLOYEES.

Article VII. Independent Contractor

The parties to this Agreement are independent contractors. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship. Neither party shall have the authority to act as agent for, or on behalf of, the others, or to represent or bind the other in any manner.

Article VIII. Contract Administration

8.1 All written notices, demands, and other papers or documents to be delivered to County under this Agreement shall be delivered to the Fort Bend County Tax Assessor-Collector, 500 Liberty Street, Suite 101, Richmond, Texas 77469, or at such other place or places as it may from time to time designate by written notice delivered to Dealer. For purposes of notice under this Agreement, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County, 301 Jackson Street, Suite 719, Richmond, Texas 77469, Attention: County Judge.

8.2 All written notices, demands, and other papers or documents to be delivered to Dealer under this Agreement shall be delivered to HELFMAN FORD INC Attention: NASIM M FELDMAN, RN or such other place or places as Dealer may designate by written notice delivered to County.

12220 SW Freeway
Stafford TX 77477

Article IX. Compliance with Laws

Dealer shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Dealer shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Article X. Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

Article XI. Applicable Law

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.

Article XII. Successors and Assigns

17.1 County and Dealer bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Article XIII. Modifications

Any modifications to this Agreement must be in writing and must be signed by both parties.

Article XIV. Severability

If any provision of this Agreement is held illegal, invalid or unenforceable under present or future Applicable Law, such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision were not a part of this Agreement. However, upon the occurrence of such event, either party may terminate this Agreement forthwith upon the delivery of written notice of termination to the other party.

Article XV. Waiver

No waiver by a party of compliance with provisions or conditions of this Agreement on one occasion will be deemed to be a waiver of similar or dissimilar provisions or conditions at the same or any prior or subsequent time with respect to this Agreement.

Article XVI. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and no oral statements or prior written proposals or agreements not specifically incorporated herein will be of any force or effect.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 13 day of MARCH, 2009.

FORT BEND COUNTY

Robert E. Hebert, County Judge
4-7-09

DEALER

ATTEST:

Dianne Wilson, County Clerk

APPROVED:

Patsy Schultz, County Tax Assessor-Collector

IN THE MATTER OF APPROVING BILLS FOR FORT BEND COUNTY FOR THE FISCAL YEAR 2009

On this the April day of 7th, 2009 ~~2008~~ at a regular session of Commissioners' Court with the following present:

County Judge

Commissioner, Precinct 1

Commissioner, Precinct 2

Commissioner, Precinct 3

Commissioner, Precinct 4

Now, therefore, be it resolved upon the motions of Commissioner Morrison and seconded by Commissioner Meyers, duly put and carried, it is ordered that the bills be approved in the amount up to $ 7,324,222.67 as presented by Robert Ed Sturdivant, County Auditor.

*******APPROVED*******

County Auditor

Date: _____

Time Reconvened: _____

Time Adjourned or Recessed: _____

Fort Bend County

Scheduled Disbursements for April 7, 2009

Except as indicated all checks will be released after Commissioners' Court on April 7, 2009

Payment Date	Vendor Type	Vendor Name	Vendor Payment	Total FY2009 Payments	
03/31/2009	SUPPLIER	2M BUSINESS PRODUCTS, INC	1,645.55	71,822.25	
04/07/2009	SUPPLIER	2M BUSINESS PRODUCTS, INC	550.52	72,372.77	
04/07/2009	SUPPLIER	A & F ELEVATOR COMPANY, INC	675.00	4,050.00	
04/07/2009	SUPPLIER	A C PLUMBING SUPPLY, INC	55.61	1,233.07	
03/31/2009	SUPPLIER	A J FOYT PAINT & SUPPLIES	109.82	489.61	
03/31/2009	SUPPLIER	A J OUTFITTERS	1,923.00	1,923.00	
03/31/2009	SUPPLIER	A M AUTOMOTIVE	650.00	5,025.00	
04/07/2009	SUPPLIER	A M AUTOMOTIVE	50.00	5,075.00	
03/31/2009	SUPPLIER	ACCUCUT SYSTEMS	144.45	144.45	
03/27/2009	SUPPLIER	ACCURINT	2,806.50		Note: 3
03/31/2009	SUPPLIER	ACETYLENE OXYGEN COMPANY	51.92	1,507.75	
04/07/2009	SUPPLIER	ACETYLENE OXYGEN COMPANY	55.75	1,563.50	
03/31/2009	SUPPLIER	ACEVEDO, JESUS	68.79	205.09	
04/07/2009	EMPLOYEE REIMB	ACOSTA, ROBERT	17.56	97.23	
03/31/2009	SUPPLIER	ACTION CLEANING EQUIPMENT, INC	305.00	950.60	
04/07/2009	SUPPLIER	ACTION CLEANING EQUIPMENT, INC	305.00	1,255.60	
04/07/2009	SUPPLIER	ADA RESOURCES, INC	95.76	19,094.68	
03/31/2009	INDIGENT DEFENSE	ADAMS, GLENDON BRYAN	600.00	11,925.00	
04/07/2009	INDIGENT DEFENSE	ADROGUE, MATIAS J	850.00	8,025.00	
04/07/2009	SUPPLIER	ADT SECURITY SERVICES, INC	137.94	4,175.48	
03/31/2009	SUPPLIER	ADVANCE SAFE AND LOCK	475.04	2,348.86	
04/07/2009	SUPPLIER	ADVANCE SAFE AND LOCK	26.02	2,374.88	
04/07/2009	SUPPLIER	ADVANCED OFFICE SYSTEMS INC	752.00	1,068.69	
03/31/2009	SUPPLIER	ADVANCE'D TEMPORARIES, INC	46,649.40	494,075.42	
04/07/2009	SUPPLIER	ADVANCE'D TEMPORARIES, INC	6,627.42	500,702.84	
03/31/2009	SUPPLIER	ADVANT TECH SOLUTION	262.00	29,660.88	
04/07/2009	SUPPLIER	ADVANT TECH SOLUTION	8,510.00	38,170.88	
04/07/2009	SERVICES	AFC CORPORATE TRANSPORTATION	99,552.91	870,060.54	
03/31/2009	SUPPLIER	AIR COMMUNICATIONS CO, INC	1,085.00	1,085.00	
04/07/2009	SUPPLIER	AIRGAS HOUSTON	1,268.90	8,184.57	
03/27/2009	EE BEN/PAYROLL	ALABAMA CHILD SUPPORT	207.86		Note: 2
03/31/2009	SUPPLIER	ALAMO IRON WORKS, INC	407.04	5,976.74	
04/07/2009	SUPPLIER	ALAMO IRON WORKS, INC	860.50	6,837.24	
03/31/2009	EMPLOYEE REIMB	ALBRIGHT, MICHELLE	95.82	95.82	
03/31/2009	INDIGENT DEFENSE	ALCOCER, MANUELA	450.00	14,120.00	
03/31/2009	SUPPLIER	ALCOHOL MONITORING SYSTEMS	3,752.40	14,370.89	
04/01/2009	TOLL ROAD	ALLEN BOONE HUMPHRIES	4,077.10		Note: 4
04/03/2009	TOLL ROAD	ALLEN BOONE HUMPHRIES	16,210.39		Note: 4
04/07/2009	EMPLOYEE REIMB	ALLEN, SAN JUANITA	27.72	203.75	
04/07/2009	SUPPLIER	ALLIED WASTE SERVICES, 853	99.00	2,254.06	
04/07/2009	SUPPLIER	ALL-RIGHT MOWERS	1,263.98	2,611.28	
04/07/2009	RENTALS	AMBIT ENERGY L P	85.11	2,058.92	
04/07/2009	SUPPLIER	AMERICAN ASSOCIATION	233.82	2,773.30	
03/27/2009	EE BEN/PAYROLL	AMERICAN FAMILY LIFE INSUR	13,901.69		Note: 2
03/30/2009	EE BEN/PAYROLL	AMERICAN FAMILY LIFE INSUR	419.54		Note: 2
04/07/2009	SUPPLIER	AMERICAN FENCE COMPANY, INC	88.20	264.60	
03/31/2009	SUPPLIER	AMERICAN HAT COMPANY	201.00	969.00	
03/27/2009	EE BEN/PAYROLL	AMERICAN HERITAGE LIFE INS	1,206.83		Note: 2
03/30/2009	EE BEN/PAYROLL	AMERICAN HERITAGE LIFE INSURANCE	45.92		Note: 2
03/31/2009	SUPPLIER	AMERICAN LIBRARY ASSOCIATION	75.00	531.50	
03/31/2009	SUPPLIER	AMERICAN MATERIALS	5,448.94	356,565.96	
03/31/2009	SUPPLIER	AMERICAN MESSAGING SERVICES	33.86	4,222.22	
04/07/2009	SUPPLIER	AMERICAN MESSAGING SERVICES	21.10	4,243.32	
03/31/2009	SUPPLIER	AMERICAN PLANNING ASSOCIATION	825.00	1,288.00	
04/07/2009	SUPPLIER	AMERICAN STEEL AND SUPPLY, INC	231.49	4,033.25	
03/31/2009	SUPPLIER	AMERICAN TIRE DISTRIBUTORS INC	1,174.00	33,480.18	
04/07/2009	SUPPLIER	AMERICAN TIRE DISTRIBUTORS INC	18,604.00	52,084.18	
04/07/2009	SUPPLIER	AMERICAN TOWER CORP	369.35	2,216.10	
03/31/2009	SUPPLIER	AMIGOS LIBRARY SERVICES	2,771.30	55,045.85	
03/31/2009	SUPPLIER	AMMON ANALYTICAL LABS, LLC	1,170.00	8,750.16	
03/31/2009	SUPPLIER	AM-PAC TIRE DISTRIBUTORS, INC	9,780.00	16,129.00	
03/31/2009	SUPPLIER	ANCO-WESSENDORFF INSURANCE	71.00	1,171.50	
03/31/2009	SUPPLIER	APPLIED INDUSTRIAL	45.52	789.80	

Payment Date	Vendor Type	Vendor Name	Vendor Payment	Total FY2009 Payments	
04/07/2009	SUPPLIER	AQUA MAKER, LLC	76.59	459.54	
04/07/2009	SUPPLIER	ARAMARK UNIFORM SERVICES, INC	13,125.00	15,502.63	
03/31/2009	SUPPLIER	ARMSTRONG REPAIR CENTER, INC	704.00	704.00	
04/07/2009	INDIGENT DEFENSE	ARNOLD, KEVIN DARNELL	510.00	18,147.50	
04/07/2009	INDIGENT DEFENSE	ARZU, FRANCES	350.00	16,015.00	
03/31/2009	INDIGENT DEFENSE	ASHFORD, ERIC	2,437.50	20,715.00	
04/07/2009	INDIGENT DEFENSE	ASHFORD, ERIC	300.00	21,015.00	
03/31/2009	SUPPLIER	AT & T	2,263.44	647,975.16	
03/31/2009	SUPPLIER	AT & T	540.00	648,515.16	
03/31/2009	SUPPLIER	AT & T	337.60	648,852.76	
03/31/2009	SUPPLIER	AT & T	344.15	649,196.91	
04/07/2009	SUPPLIER	AT & T	13,269.43	662,466.34	
03/31/2009	SUPPLIER	AUTO TRUCK APPRAISERS, INC	93.00	3,242.00	
03/31/2009	SUPPLIER	AUTO TRUCK APPRAISERS, INC	93.00	3,335.00	
03/31/2009	SUPPLIER	AUTO TRUCK APPRAISERS, INC	81.00	3,416.00	
03/31/2009	SUPPLIER	AUTO TRUCK APPRAISERS, INC	81.00	3,497.00	
03/31/2009	SUPPLIER	AUTO TRUCK APPRAISERS, INC	81.00	3,578.00	
03/31/2009	SUPPLIER	AUTO TRUCK APPRAISERS, INC	93.00	3,671.00	
04/07/2009	SUPPLIER	AUTO TRUCK APPRAISERS, INC	93.00	3,764.00	
04/07/2009	EMPLOYEE REIMB.	AVERY, BENITA	6.60	124.31	
03/31/2009	SUPPLIER	AVES AUDIO VISUAL SYSTEMS, INC	200.00	3,448.00	
03/31/2009	SUPPLIER	AZTEC RENTAL CENTER, INC	1,409.96	14,134.96	
03/31/2009	SUPPLIER	B I MONITORING CORPORATION	783.84	1,856.38	
04/07/2009	SUPPLIER	BADO EQUIPMENT SERVICE CO, INC	461.88	39,562.23	
04/07/2009	SUPPLIER	BAILEY'S HOUSE OF GUNS INC	3,088.50	6,740.03	
04/07/2009	EMPLOYEE REIMB.	BAKER, ROBERT N.	133.89	133.89	
03/31/2009	INDIGENT DEFENSE	BANKSTON, DONALD W	1,550.00	27,800.00	
04/07/2009	SUPPLIER	BAYTECH SUPPLY, INC	244.35	11,978.69	
04/07/2009	SUPPLIER	BBC AUDIOBOOKS AMERICA	31.25	6,758.41	
03/31/2009	SUPPLIER	BECK DISASTER RECOVERY, INC	160,312.00	3,360,305.50	
04/07/2009	SUPPLIER	BECK DISASTER RECOVERY, INC	28,563.24	3,388,868.74	
03/31/2009	INDIGENT DEFENSE	BELL INVESTIGATOR COMPANY	3,300.00	3,900.00	
04/07/2009	EMPLOYEE REIMB.	BENNETT, ANDREW	29.70	63.63	
03/31/2009	SUPPLIER	BIDDLE CONSULTING GROUP, INC	459.00	459.00	
04/07/2009	SUPPLIER	BIDWELL INDUSTRIAL GROUP INC	519.73	519.73	
04/07/2009	SERVICES	BIRD, ROBERT	102.00	1,188.00	
03/31/2009	SUPPLIER	BLACKSTONE AUDIO, INC	1,381.90	1,381.90	
03/31/2009	SUPPLIER	BLUE MOON SIGN CO	48.00	2,715.70	
04/07/2009	SUPPLIER	BLUE RIDGE WEST MUD	112.98	821.09	
04/07/2009	SUPPLIER	BMC WEST	1,110.35	7,781.03	
03/31/2009	SUPPLIER	BOB BARKER COMPANY, INC	756.88	97,989.04	
04/07/2009	SUPPLIER	BOB BARKER COMPANY, INC	4,351.86	102,340.90	
03/31/2009	SUPPLIER	BOB'S RADIATOR WORKS	65.00	178.00	
04/07/2009	SUPPLIER	BOETTCHER HLAVINKA COMPANY INC	155.00	155.00	
04/07/2009	EMPLOYEE REIMB.	BOND, RANDY	216.02	610.51	
04/07/2009	SUPPLIER	BOSWORTH PAPERS, INC	196.00	10,260.97	
03/31/2009	SUPPLIER	BOUND TREE MEDICAL LLC	11,877.20	149,606.05	
04/07/2009	SUPPLIER	BOUND TREE MEDICAL LLC	16,521.31	166,127.36	
03/31/2009	SUPPLIER	BOWKER	374.49	5,637.87	
03/31/2009	SUPPLIER	BRAESWOOD OCCUPATIONAL CLINIC	480.00	3,394.90	
04/07/2009	SUPPLIER	BRAESWOOD OCCUPATIONAL CLINIC	880.00	4,274.90	
04/07/2009	EMPLOYEE REIMB.	BRAUN, JEFF	12.91	1,096.97	
04/01/2009	CO CLK/DIST CLERK	BRAZORIA COUNTY SHERIFF	65.00		Note: 1
04/01/2009	CO CLK/DIST CLERK	BRAZORIA COUNTY SHERIFF	130.00		Note: 1
04/07/2009	ONE TIME VENDOR	BRAZOS VALLEY AMATEUR	704.50	704.50	
03/31/2009	SUPPLIER	BRENHAM WHOLESALE GROCERY CO	6,931.78	129,944.45	
04/07/2009	SUPPLIER	BRENHAM WHOLESALE GROCERY CO	10,900.75	140,845.20	
03/27/2009	EE BEN/PAYROLL	BRIDGES, JESICA	92.31		Note: 2
03/31/2009	SUPPLIER	BRILLIANCE AUDIO, INC	281.59	3,300.81	
03/31/2009	SUPPLIER	BRODART CO	5,632.52	244,344.14	
04/07/2009	SUPPLIER	BRODART CO	6,321.17	250,665.31	
04/07/2009	SUPPLIER	BROOKS DUPLICATOR COMPANY	5,595.00	5,595.00	
03/31/2009	SUPPLIER	BROOKS, MICHAEL	50.09	50.09	
04/07/2009	EMPLOYEE REIMB.	BROOKS, MICHAEL	10.80	60.89	
03/31/2009	INDIGENT DEFENSE	BRYANT, KEN	2,475.00	37,800.00	
04/07/2009	SUPPLIER	BURK-KLEINPETER, INC	42,865.35	193,779.62	
03/31/2009	INDIGENT DEFENSE	BURNETT, SHEILA	2,475.00	15,270.00	
04/07/2009	INDIGENT DEFENSE	BURNETT, SHEILA	2,900.00	18,170.00	

Payment Date	Vendor Type	Vendor Name	Vendor Payment	Total FY2009 Payments	
03/30/2009	CO CLK/DIST CLERK	BUTLER, MEGAN SUZANNE	950.00		Note: 1
03/31/2009	INDIGENT DEFENSE	CALDWELL, NEIL	1,689.85	1,689.85	
03/30/2009	CO CLK/DIST CLERK	CANTU, CANDELARIO	712.50		Note: 1
03/31/2009	SUPPLIER	CARL EASTWOOD AND SONS	2,287.75	2,585.01	
04/07/2009	SUPPLIER	CARL EASTWOOD AND SONS	44.22	2,629.23	
04/07/2009	CHILD PROT. SERVICES	CARSON HARTLAGE ENTERPRISES	80.00	80.00	
04/07/2009	SUPPLIER	CARTER-BURGESS, INC	917.88	196,999.51	
04/07/2009	ONE TIME VENDOR	CASTILLO, CAROL	150.00	150.00	
03/31/2009	SUPPLIER	CENTERPOINT ENERGY	268.98	24,124.90	
04/07/2009	SUPPLIER	CENTERPOINT ENERGY	510.99	24,635.89	
03/31/2009	SUPPLIER	CENTERPOINT ENERGY ENTEX	265.49	220,445.43	
04/07/2009	SUPPLIER	CENTERPOINT ENERGY ENTEX	235.65	220,681.08	
03/31/2009	SUPPLIER	CENTRAL HARDWARE NO 2, LLC	224.58	7,863.90	
04/07/2009	SUPPLIER	CENTRAL HARDWARE NO 2, LLC	186.33	8,050.23	
04/07/2009	SUPPLIER	CERTIFIED LABORATORIES	2,021.80	41,355.49	
03/31/2009	SUPPLIER	CHALKS TRUCK PARTS, INC	45.00	8,579.48	
04/03/2009	TOLL ROAD	CHAMPION ENERGY SERVICES,	10,474.33		Note: 4
03/31/2009	SUPPLIER	CHAMPION FASTENER AND	1,626.75	6,898.60	
04/07/2009	SUPPLIER	CHAMPION, PAOLO MD	1,148.67	1,234.91	
04/07/2009	EMPLOYEE REIMB.	CHANG, SHUH-HWEI	14.30	28.60	
03/26/2009	CO CLK/DIST CLERK	CHAO,TONY YAN	14,950.00		Note: 1
04/07/2009	SUPPLIER	CHARNSTROM CO, INC	40.95	176.85	
04/07/2009	SUPPLIER	CHERRY CRUSHED CONCRETE	17,167.71	26,459.73	
03/27/2009	EE BEN/PAYROLL	CHILD SUPPORT SPECIALISTS,	80.76		Note: 2
04/07/2009	EMPLOYEE REIMB.	CHILDERS, CAROLYN J	64.41	411.04	
04/07/2009	SUPPLIER	CHOICEPOINT SERVICES INC	100.00	600.00	
03/30/2009	CO CLK/DIST CLERK	CHUNG, SONG NAM	1,950.00		Note: 1
03/31/2009	SUPPLIER	CINCO MUD 12	269.45	1,883.60	
03/31/2009	SUPPLIER	CINGULAR WIRELESS	3,200.12	89,206.20	
04/07/2009	SUPPLIER	CINGULAR WIRELESS	152.48	89,358.68	
03/31/2009	SUPPLIER	CITY OF HOUSTON, WATER DEPT	108.76	82,042.59	
03/31/2009	SUPPLIER	CITY OF KATY	440,245.62	444,760.35	
03/31/2009	SUPPLIER	CITY OF MISSOURI CITY	266,172.54	338,662.70	
03/31/2009	SUPPLIER	CITY OF MISSOURI CITY	307,180.54	645,843.24	
03/31/2009	SUPPLIER	CITY OF NEEDVILLE	56.62	151,763.47	
04/07/2009	SUPPLIER	CITY OF NEEDVILLE	212.94	151,976.41	
03/31/2009	SUPPLIER	CITY OF PEARLAND	343,172.20	343,172.20	
04/07/2009	SUPPLIER	CITY OF RICHMOND	61,883.32	555,958.51	
03/31/2009	SUPPLIER	CITY OF ROSENBERG	16,802.51	204,537.19	
04/07/2009	SUPPLIER	CITY OF ROSENBERG	1,157.72	205,694.91	
03/31/2009	SUPPLIER	CITY OF SUGAR LAND	209.50	366,204.88	
03/31/2009	SUPPLIER	CITY OF SUGAR LAND	500,697.03	866,901.91	
04/07/2009	VISITING JUDGE	CLARK, A REAGAN	1,603.86	3,515.68	
03/31/2009	SUPPLIER	CLASEN ENTERPRISES	29.00	141.25	
03/31/2009	SUPPLIER	COASTAL BUTANE SERVICE CO	127.50	11,518.50	
04/07/2009	SUPPLIER	COBB, FENDLEY AND ASSOCIATES	11,393.10	270,119.79	
03/26/2009	CO CLK/DIST CLERK	COLLIN COUNTY CONST PCT 4	55.00		Note: 1
04/07/2009	SUPPLIER	COLON, LIVER, GASTRO	699.41	814.21	
03/27/2009	EE BEN/PAYROLL	COLONIAL LIFE AND ACCIDENT	4,523.49		Note: 2
04/07/2009	EMPLOYEE REIMB.	COMEAUX, TAMI C	108.24	341.42	
03/27/2009	EE BEN/PAYROLL	COMMONWEALTH OF MASSACHUSETS	326.00		Note: 2
03/31/2009	SUPPLIER	COMMUNITY TRANSPORTATION	305.00	305.00	
03/31/2009	SUPPLIER	COMPACT DISC SOURCE	186.04	7,236.63	
03/31/2009	SUPPLIER	COMPUTER SHOPPER	19.95	19.95	
04/07/2009	SUPPLIER	COMPUTERIZED FLEET ANALYSIS	600.00	4,600.00	
04/03/2009	TOLL ROAD	CONDREY, JIM	150.00		Note: 4
04/07/2009	SUPPLIER	CONSOLIDATED COMMUNICATIONS	785.12	11,032.80	
04/07/2009	SUPPLIER	CONSOLIDATED PLASTICS CO, INC	244.91	2,317.72	
03/30/2009	CO CLK/DIST CLERK	COOK, CARL D	475.00		Note: 1
04/07/2009	EMPLOYEE REIMB.	COOPER, VANCE T	202.12	299.62	
04/07/2009	SUPPLIER	CORNELL ABRAXAS	7,560.00	52,969.91	
04/07/2009	EMPLOYEE REIMB.	CORNELL, MATT	128.39	128.39	
03/31/2009	SUPPLIER	CORPORATE EXPRESS IMAGING	1,874.02	39,469.97	
04/07/2009	SUPPLIER	CORPORATE EXPRESS IMAGING	676.20	40,146.17	
04/07/2009	SUPPLIER	CORRAL WESTERN WEAR	119.95	119.95	
04/07/2009	SUPPLIER	CORRECTIONAL COUNSELING, INC	5,137.63	7,451.23	
04/07/2009	INDIGENT DEFENSE	CORTES, EDUARDO	850.00	23,837.50	
04/07/2009	SUPPLIER	COURT HARDWARE CO, INC	4.99	138.20	

Payment Date	Vendor Type	Vendor Name	Vendor Payment	Total FY2009 Payments	
03/31/2009	INDIGENT DEFENSE	COX, LEE D	375.00	17,577.50	
03/31/2009	SUPPLIER	CROP PRODUCTION SERVICES	4,536.00	13,608.00	
03/31/2009	INDIGENT DEFENSE	CROWLEY, JAMES SIDNEY	2,250.00	12,925.00	
03/31/2009	ONE TIME VENDOR	CUARENTA, JOE	200.00	200.00	
04/07/2009	SUPPLIER	CUMMINS ALLISON CORPORATION	838.00	1,796.14	
04/07/2009	EMPLOYEE REIMB.	CUMMINS, BRENDA	85.14	163.76	
03/31/2009	SUPPLIER	D AND S TRUCK PARTS	153.56	6,057.01	
04/07/2009	SUPPLIER	D AND S TRUCK PARTS	158.43	6,215.44	
04/07/2009	SUPPLIER	DALLAS CHILDREN'S	1,290.00	1,290.00	
04/01/2009	CO CLK/DIST CLERK	DALLAS COUNTY CONST PCT 5	70.00		Note: 1
04/01/2009	CO CLK/DIST CLERK	DALLAS COUNTY CONST PCT 5	70.00		Note: 1
04/01/2009	CO CLK/DIST CLERK	DALLAS COUNTY CONST PCT 5	70.00		Note: 1
04/01/2009	CO CLK/DIST CLERK	DALLAS COUNTY CONST PCT 5	70.00		Note: 1
04/01/2009	CO CLK/DIST CLERK	DALLAS COUNTY CONST PCT 5	60.00		Note: 1
04/01/2009	CO CLK/DIST CLERK	DALLAS COUNTY CONST PCT 5	70.00		Note: 1
04/01/2009	CO CLK/DIST CLERK	DALLAS COUNTY CONST PCT 5	70.00		Note: 1
04/01/2009	CO CLK/DIST CLERK	DALLAS COUNTY CONST PCT 5	50.00		Note: 1
04/01/2009	CO CLK/DIST CLERK	DALLAS COUNTY CONST PCT 5	70.00		Note: 1
04/01/2009	CO CLK/DIST CLERK	DALLAS COUNTY CONST PCT 5	60.00		Note: 1
04/01/2009	CO CLK/DIST CLERK	DALLAS COUNTY CONST PCT 5	55.00		Note: 1
04/01/2009	CO CLK/DIST CLERK	DALLAS COUNTY CONST PCT 5	70.00		Note: 1
04/01/2009	CO CLK/DIST CLERK	DALLAS COUNTY CONST PCT 5	70.00		Note: 1
04/01/2009	CO CLK/DIST CLERK	DALLAS COUNTY CONST PCT 5	70.00		Note: 1
04/01/2009	CO CLK/DIST CLERK	DALLAS COUNTY CONST PCT 5	70.00		Note: 1
04/01/2009	CO CLK/DIST CLERK	DALLAS COUNTY CONST PCT 5	70.00		Note: 1
04/07/2009	SUPPLIER	DAMON FARM & RANCH	8,100.00	35,019.15	
04/07/2009	SUPPLIER	DAVIDSON, COLIN	290.00	3,130.00	
03/31/2009	SUPPLIER	DAVIS BROTHERS AUTO SUPPLY	559.05	7,634.09	
04/07/2009	SUPPLIER	DAVIS BROTHERS AUTO SUPPLY	49.77	7,683.86	
03/30/2009	CO CLK/DIST CLERK	DEBORD, DIANA	475.00		Note: 1
03/31/2009	SUPPLIER	DELL MARKETING L.P.	2,987.81	461,966.68	
04/07/2009	SUPPLIER	DELL MARKETING L.P.	1,263.06	463,229.74	
04/07/2009	EMPLOYEE REIMB.	DELOZIER, CHRIS	36.59	142.78	
03/31/2009	SUPPLIER	DEMCO, INC	1,999.92	7,885.85	
04/07/2009	SUPPLIER	DEMCO, INC	2,291.95	10,177.80	
04/07/2009	SUPPLIER	DENTICARE, INC	4,578.02	32,631.94	
03/30/2009	CO CLK/DIST CLERK	DEPT OF STATE HEALTH SERVICES	667.95		Note: 1
03/31/2009	INDIGENT DEFENSE	DIAZ, MICHAEL C	130.00	26,935.50	
04/07/2009	INDIGENT DEFENSE	DICK, CHAD	650.00	20,100.00	
03/31/2009	SUPPLIER	DICK'S AUTO ELECTRIC	518.00	3,650.00	
03/31/2009	SUPPLIER	DIRECT ENERGY, L P	381.85	14,508.89	
04/07/2009	SUPPLIER	DIRECT ENERGY, L P	381.85	14,890.74	
04/07/2009	SUPPLIER	DISCOUNT HITCH	900.00	4,074.99	
03/31/2009	SUPPLIER	DITTERT RUBBER STAMP, LTD	677.24	3,337.17	
04/07/2009	EMPLOYEE REIMB.	DITTRICH, PATRICIA	7.15	272.93	
04/07/2009	INDIGENT DEFENSE	DOGGETT, KASEY	225.00	5,310.00	
04/07/2009	SUPPLIER	DOLPHIN GRAPHICS	82.70	123.70	
03/31/2009	ONE TIME VENDOR	DONHONEY, PATRICIA ANN	30.59	30.59	
04/01/2009	CO CLK/DIST CLERK	DONNELLY,RACHEL	10.00		Note: 1
03/31/2009	SUPPLIER	DOOLEY TACKABERRY, INC	116.75	9,835.85	
03/31/2009	SUPPLIER	DUNBAR ARMORED, INC	11,781.90	70,716.80	
04/07/2009	SERVICES	DZOBA, MICHAEL	2,175.00	7,750.00	
03/31/2009	SUPPLIER	E & W DIVERSIFIED SERVICES	1,075.00	1,675.00	
03/27/2009	EE BEN/PAYROLL	EDFUND-ACCOUNTS RECEIVEABL	161.58		Note: 2
03/31/2009	SUPPLIER	EDUCATIONAL RECORD CENTER	12.99	466.10	
04/01/2009	CO CLK/DIST CLERK	EDWARDS,DAMON	110.00		Note: 1
04/01/2009	CO CLK/DIST CLERK	EDWARDS,DAMON	55.00		Note: 1
04/01/2009	CO CLK/DIST CLERK	EDWARDS,DAMON	55.00		Note: 1
04/01/2009	CO CLK/DIST CLERK	EDWARDS,DAMON	55.00		Note: 1
04/01/2009	CO CLK/DIST CLERK	EDWARDS,DAMON	55.00		Note: 1
03/31/2009	SUPPLIER	ELEVATOR TRANSPORTATION	515.00	3,090.00	
04/07/2009	SUPPLIER	ELJURE, CATALINA	680.00	3,145.00	
03/30/2009	CO CLK/DIST CLERK	ELMANSOURY, ANNA	1,950.00		Note: 1
04/07/2009	INDIGENT DEFENSE	EPO, JAMES F	450.00	1,400.00	
04/07/2009	SUPPLIER	ERNIE CROUCHER AUCTIONEERS	14,946.48	14,946.48	
03/31/2009	SUPPLIER	ESP OFFICE SOLUTIONS, LLC	10,465.95	164,270.75	
04/07/2009	SUPPLIER	ESP OFFICE SOLUTIONS, LLC	8,298.00	172,568.75	
04/07/2009	SUPPLIER	ESTRATEGY SOLUTIONS	35.00	35.00	

Payment Date	Vendor Type	Vendor Name	Vendor Payment	Total FY2009 Payments	
03/31/2009	SUPPLIER	EVER CHANGE YOUTH & FAMILY	7,392.00	23,144.00	
04/07/2009	SUPPLIER	EWING IRRIGATION PRODUCTS	258.28	304.58	
04/07/2009	INDIGENT DEFENSE	FADEN, CARY M	1,000.00	75,417.50	
03/27/2009	EE BEN/PAYROLL	FAMILY SUPPORT REGISTRY	139.96		Note: 2
03/27/2009	EE BEN/PAYROLL	FBC EMPLOYEE BENEFIT FUND	119,865.15		Note: 2
03/30/2009	EE BEN/PAYROLL	FBC EMPLOYEE BENEFIT FUND	2,223.73		Note: 2
03/27/2009	EE BEN/PAYROLL	FBC SECTION 125	18,397.27		Note: 2
03/30/2009	EE BEN/PAYROLL	FBC SECTION 125	1,281.88		Note: 2
03/31/2009	SUPPLIER	FEDEX	165.45	1,238.58	
04/01/2009	CO CLK/DIST CLERK	FELIPE RIOS AND SHARON RIO	8.95		Note: 1
03/31/2009	SUPPLIER	FIESTA MART 47	159.34	50,780.58	Note: 3
03/31/2009	SUPPLIER	FINANCIAL BUSINESS MACHINES	650.00	650.00	
03/31/2009	SUPPLIER	FINNEGAN AUTO LP	521.95	4,634.90	
04/07/2009	SUPPLIER	FIRST CHOICE POWER, INC	244.93	7,902.83	
03/31/2009	SUPPLIER	FLEET SAFETY EQUIPMENT, INC	10,648.85	79,974.50	
04/07/2009	SUPPLIER	FLEET SAFETY EQUIPMENT, INC	70.00	80,044.50	
04/07/2009	EMPLOYEE REIMB.	FLESSNER, GLADYS	1.10	1.10	
04/07/2009	SUPPLIER	FLOWERS BAKING COMPANY	1,181.78	21,700.02	
04/07/2009	SUPPLIER	FOODARAMA	690.83	5,231.42	
04/07/2009	INDIGENT DEFENSE	FORLANO, FREDERICK	600.00	18,230.00	
03/31/2009	SUPPLIER	FORT BEND BATTERY/GOLF CARTS	676.87	7,576.84	
03/31/2009	SUPPLIER	FORT BEND BODY SHOP	985.60	62,065.83	
03/31/2009	SUPPLIER	FORT BEND BODY SHOP	1,450.59	63,516.42	
03/31/2009	SUPPLIER	FORT BEND BODY SHOP	3,295.98	66,812.40	
04/07/2009	SUPPLIER	FORT BEND BODY SHOP	8,664.78	75,477.18	
03/27/2009	SUPPLIER	FORT BEND CENTRAL APPRAISAL DISTRICT	235.75		Note: 3
04/07/2009	SUPPLIER	FORT BEND CO WCID 2	686.60	3,082.74	
04/07/2009	EE BEN/PAYROLL	FORT BEND COUNTY	117.00	26,241.76	
03/27/2009	EE BEN/PAYROLL	FORT BEND COUNTY CHILD SUPPORT	166.36		Note: 2
03/30/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	114.40		Note: 1
03/30/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	50.00		Note: 1
03/30/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	50.00		Note: 1
03/30/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	25.00		Note: 1
03/30/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	50.00		Note: 1
03/30/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	50.00		Note: 1
03/30/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	25.00		Note: 1
03/30/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	25.00		Note: 1
03/30/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	50.00		Note: 1
03/30/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	25.00		Note: 1
03/30/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	50.00		Note: 1
03/30/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	25.00		Note: 1
03/30/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	50.00		Note: 1
03/30/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	25.00		Note: 1
03/30/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	37.50		Note: 1
03/30/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	37.50		Note: 1
03/27/2009	EE BEN/PAYROLL	FORT BEND COUNTY DEPUTY	2,561.00		Note: 2
03/26/2009	CO CLK/DIST CLERK	FORT BEND COUNTY DISTRICT	50.00		Note: 1
03/26/2009	CO CLK/DIST CLERK	FORT BEND COUNTY DISTRICT	50.00		Note: 1
03/26/2009	CO CLK/DIST CLERK	FORT BEND COUNTY DISTRICT	50.00		Note: 1
04/01/2009	CO CLK/DIST CLERK	FORT BEND COUNTY DISTRICT	1,346.09		Note: 1
04/01/2009	CO CLK/DIST CLERK	FORT BEND COUNTY DISTRICT	50.00		Note: 1
03/30/2009	CO CLK/DIST CLERK	FORT BEND COUNTY EMERGENCY	14.06		Note: 1
04/07/2009	SUPPLIER	FORT BEND COUNTY MUD #26	85.66	85.66	
04/07/2009	SUPPLIER	FORT BEND HERALD	86.40	5,697.35	
03/31/2009	SUPPLIER	FORT BEND HYDRAULICS INC	641.45	22,457.50	
04/07/2009	SUPPLIER	FORT BEND HYDRAULICS INC	376.36	22,833.86	
03/31/2009	SUPPLIER	FORT BEND MECHANICAL, LTD	1,677.66	78,396.95	
04/07/2009	SUPPLIER	FORT BEND MECHANICAL, LTD	5,800.00	84,196.95	
04/07/2009	SUPPLIER	FORT BEND SERVICES, INC	180.25	1,081.50	
04/07/2009	INDIGENT DEFENSE	FOSTER LAW FIRM	350.00	8,812.50	
03/31/2009	SUPPLIER	FOX AND BUBELA, INC	10,000.00	44,000.00	
03/31/2009	INDIGENT DEFENSE	FRALEY, FRANK J	125.00	17,650.00	
04/07/2009	INDIGENT DEFENSE	FRALEY, FRANK J	230.00	17,880.00	
04/07/2009	INDIGENT DEFENSE	FRANCO, EDUARDO	1,050.00	8,010.00	
03/31/2009	SUPPLIER	FRAZER, LTD	95.00	84,439.06	
04/07/2009	SUPPLIER	FRAZER, LTD	998.40	85,437.46	
04/07/2009	SERVICES	FRESQUEZ, LYNDA J	1,575.00	6,225.00	
03/31/2009	SUPPLIER	G & C BUILDING MAINTENANCE	5,362.50	65,771.37	

Payment Date	Vendor Type	Vendor Name	Vendor Payment	Total FY2009 Payments	
04/07/2009	SUPPLIER	G & C BUILDING MAINTENANCE	1,375.00	67,146.37	
03/31/2009	SUPPLIER	G AND K SERVICES	2,210.00	45,008.91	
04/07/2009	SUPPLIER	G AND K SERVICES	1,049.56	46,058.47	
03/31/2009	SUPPLIER	G T DISTRIBUTORS, INC	6,197.14	36,896.38	
04/07/2009	SUPPLIER	G T DISTRIBUTORS, INC	367.20	37,263.58	
04/07/2009	ONE TIME VENDOR	GAMBOA, MARIA	150.00	150.00	
03/31/2009	EMPLOYEE REIMB.	GANA, GARRY	73.27	73.27	
03/31/2009	SUPPLIER	GATES, CAROLYN L	250.00	4,061.04	
03/31/2009	SUPPLIER	GAYLORD BROS, INC	143.32	5,319.74	
04/07/2009	SUPPLIER	GAYLORD BROS, INC	1,208.28	6,528.02	
04/07/2009	SUPPLIER	GENSCO AIRCRAFT TIRES, INC	16,128.00	16,128.00	
03/31/2009	SUPPLIER	GEXA ENERGY CORP	282.40	1,455,011.05	
03/31/2009	INDIGENT DEFENSE	GILBERT, STEVEN J	300.00	27,192.50	
04/07/2009	INDIGENT DEFENSE	GILBERT, STEVEN J	1,150.00	28,342.50	
04/07/2009	SUPPLIER	GILLEN PEST CONTROL, INC	1,440.50	6,233.00	
04/01/2009	CO CLK/DIST CLERK	GINO SIAS	9.00		Note: 1
04/07/2009	EMPLOYEE REIMB.	GIPSON, STEPHEN	18.65	37.07	
04/07/2009	SUPPLIER	GLOBAL EQUIPMENT COMPANY	2,069.42	5,669.09	
03/31/2009	SUPPLIER	GLOBAL GOVT EDUCATION	14,772.24	45,726.26	
04/07/2009	SUPPLIER	GLOBALSTAR, LLC	217.09	1,974.19	
03/31/2009	SUPPLIER	GOLLAHER, KAREN, PSY D	1,200.00	11,940.00	
03/31/2009	INDIGENT DEFENSE	GONZALEZ, RALPH	1,700.00	65,280.00	
03/31/2009	SUPPLIER	GOVERNMENT FINANCE OFFICERS	725.00	2,060.00	Note: 3
04/07/2009	SUPPLIER	GOVERNMENT FINANCE OFFICERS	1,305.00	3,365.00	
03/31/2009	SUPPLIER	GRAINGER	2,269.37	33,721.06	
04/07/2009	SUPPLIER	GRAINGER	484.55	34,205.61	
03/27/2009	EE BEN/PAYROLL	GREAT SOUTHERN LIFE INSURANCE	2,284.67		Note: 2
03/30/2009	EE BEN/PAYROLL	GREAT SOUTHERN LIFE INSURANCE	237.41		Note: 2
04/07/2009	SUPPLIER	GREENWOOD, MELONESE	82.50	317.51	
04/07/2009	EMPLOYEE REIMB.	GRIGAR, SANDY L.	101.20	420.61	
03/31/2009	INDIGENT DEFENSE	GUERRERO, SONYA	337.50	7,345.00	
03/31/2009	SUPPLIER	GULF COAST PAPER COMPANY	1,795.12	78,364.56	
04/07/2009	SUPPLIER	GULF COAST PAPER COMPANY	10,622.18	88,986.74	
03/31/2009	SUPPLIER	GULF COAST STABILIZED MATERIAL	589.40	24,135.11	
04/07/2009	SUPPLIER	GULF COAST STABILIZED MATERIAL	193.20	24,328.31	
04/07/2009	SUPPLIER	GULF COAST TRADES CENTER	2,463.72	7,039.20	
03/31/2009	SUPPLIER	GUS GEORGE LAW ACADEMY	60.00	450.00	
04/07/2009	SUPPLIER	GUS GEORGE LAW ACADEMY	20.00	470.00	
04/07/2009	SUPPLIER	H.E.B GROCERY CO	111.06	13,682.07	
03/31/2009	INDIGENT DEFENSE	HALL, KEVIN M	400.00	20,257.50	
04/07/2009	INDIGENT DEFENSE	HALL, KEVIN M	1,055.00	21,312.50	
03/31/2009	COURT REPORTER	HALL, MINDY	815.28	11,834.76	
04/07/2009	COURT REPORTER	HALL, MINDY	1,087.04	12,921.80	
03/31/2009	SUPPLIER	HAMCO AUSTIN	86.40	86.40	
04/07/2009	INDIGENT DEFENSE	HAMM, LANCE CRAIG	350.00	350.00	
03/26/2009	CO CLK/DIST CLERK	HANSEN,JANET PIGNATARO	65.00		Note: 1
03/30/2009	CO CLK/DIST CLERK	HAREN, GREGORY P	475.00		Note: 1
03/31/2009	SUPPLIER	HARP'S PLUMBING	5,375.00	8,079.50	
04/07/2009	EMPLOYEE REIMB.	HARRELL, VIRGINIA	31.35	108.71	
03/31/2009	SUPPLIER	HARRIS COUNTY - J I M S	17.20	252,065.40	
03/31/2009	SUPPLIER	HARRIS COUNTY - J I M S	1.50	252,066.90	
04/01/2009	CO CLK/DIST CLERK	HARRIS COUNTY CONST PCT 1	150.00		Note: 1
04/01/2009	CO CLK/DIST CLERK	HARRIS COUNTY CONST PCT 1	75.00		Note: 1
04/01/2009	CO CLK/DIST CLERK	HARRIS COUNTY CONST PCT 1	120.00		Note: 1
04/01/2009	CO CLK/DIST CLERK	HARRIS COUNTY CONST PCT 1	75.00		Note: 1
03/26/2009	CO CLK/DIST CLERK	HARRIS COUNTY CONST PCT 5	75.00		Note: 1
04/01/2009	CO CLK/DIST CLERK	HARRIS COUNTY CONST PCT 5	65.00		Note: 1
04/01/2009	CO CLK/DIST CLERK	HARRIS COUNTY CONST PCT 5	75.00		Note: 1
04/01/2009	CO CLK/DIST CLERK	HARRIS COUNTY CONST PCT 5	75.00		Note: 1
04/01/2009	CO CLK/DIST CLERK	HARRIS COUNTY CONST PCT 5	60.00		Note: 1
04/01/2009	CO CLK/DIST CLERK	HARRIS COUNTY CONST PCT 5	75.00		Note: 1
04/01/2009	CO CLK/DIST CLERK	HARRIS COUNTY CONST PCT 5	75.00		Note: 1
04/01/2009	CO CLK/DIST CLERK	HARRIS COUNTY CONST PCT 5	75.00		Note: 1
04/01/2009	CO CLK/DIST CLERK	HARRIS COUNTY CONST PCT 5	75.00		Note: 1
04/01/2009	CO CLK/DIST CLERK	HARRIS COUNTY CONST PCT 5	50.00		Note: 1
04/01/2009	CO CLK/DIST CLERK	HARRIS COUNTY CONST PCT 6	75.00		Note: 1
04/01/2009	CO CLK/DIST CLERK	HARRIS COUNTY CONST PCT 6	75.00		Note: 1
04/01/2009	CO CLK/DIST CLERK	HARRIS COUNTY CONST PCT 7	75.00		Note: 1

Payment Date	Vendor Type	Vendor Name	Vendor Payment	Total FY2009 Payments	
04/01/2009	CO CLK/DIST CLERK	HARRIS COUNTY CONST PCT 7	75.00		Note: 1
04/03/2009	TOLL ROAD	HARRIS COUNTY TREASURER	53,214.13		Note: 4
03/31/2009	EMPLOYEE REIMB.	HART, TIFFANY	29.70	605.91	
03/26/2009	CO CLK/DIST CLERK	HAYNES,CHARLES	10.00		Note: 1
04/07/2009	SUPPLIER	HAYS COUNTY TREASURER	19,200.00	146,280.00	
03/31/2009	SUPPLIER	HEAD AND GUILD PARTS, INC	1,018.36	5,837.40	
04/07/2009	SUPPLIER	HEADWATERS CONSTRUCTION	5,161.34	5,161.34	
03/31/2009	EMPLOYEE REIMB.	HEALEY, JOHN F, JR	167.46	435.91	
04/07/2009MED	ICAL	HEALTHFIRST TPA INC	237.50	237.50	
03/31/2009	INDIGENT DEFENSE	HECKER, DON A	500.00	42,447.00	
04/07/2009	INDIGENT DEFENSE	HECKER, DON A	600.00	43,047.00	
03/27/2009	EE BEN/PAYROLL	HEITKAMP, WILLIAM E	1,930.68		Note: 2
04/07/2009	SUPPLIER	HELENA CHEMICAL COMPANY	1,656.00	16,806.00	
03/31/2009	SUPPLIER	HELFMAN FORD CO INC	2,186.73	953,072.33	
04/07/2009	SUPPLIER	HELFMAN FORD CO INC	218,324.21	1,171,396.54	
03/31/2009	SUPPLIER	HENRY SCHEIN, INC	1,111.50	10,630.92	
04/07/2009	SUPPLIER	HENRY SCHEIN, INC	670.18	11,301.10	
04/07/2009	EMPLOYEE REIMB.	HENRY, ANGELA	4.29	11.90	
04/07/2009	CHILD PROT. SERVICES	HERNANDEZ, ASENCION - ACE	77.50	530.00	
03/30/2009	CO CLK/DIST CLERK	HERNANDEZ, BETTY	1,950.00		Note: 1
04/07/2009	SUPPLIER	HEWLETT-PACKARD	170.00	6,320.00	
04/07/2009	SUPPLIER	HGAC-HOU/GALV AREA COUNCIL	5,631.44	2,705,880.81	
04/01/2009	CO CLK/DIST CLERK	HIDALGO COUNTY SHERIFF	180.00		Note: 1
04/01/2009	CO CLK/DIST CLERK	HIDALGO COUNTY SHERIFF	60.00		Note: 1
04/01/2009	CO CLK/DIST CLERK	HIDALGO COUNTY SHERIFF	180.00		Note: 1
03/31/2009	SUPPLIER	HIGH QUALITY CLEANING SERVICES	6,738.00	41,670.65	
03/31/2009	SUPPLIER	HILTON BALTIMORE	629.93	629.93	
03/30/2009	CO CLK/DIST CLERK	HINTON, DONNA	475.00		Note: 1
04/07/2009	SUPPLIER	HI-WAY EQUIPMENT CO	669.33	23,502.78	
03/31/2009	SUPPLIER	HODGES READY MIX COMPANY INC	170.00	170.00	
03/31/2009	SUPPLIER	HOME DEPOT CREDIT SERVICES	763.47	45,001.54	
04/07/2009	SUPPLIER	HOME DEPOT CREDIT SERVICES	1,252.98	46,254.52	
03/26/2009	CO CLK/DIST CLERK	HONG,LAI DUC	2,950.00		Note: 1
04/07/2009	EMPLOYEE REIMB.	HORTON, VALERIE	81.42	162.78	
03/31/2009	SUPPLIER	HOUSEHOLD DRIVERS REPORT, INC	176.00	516.00	
03/31/2009	SUPPLIER	HOUSTON CHRONICLE	91.78	406.86	
03/31/2009	SUPPLIER	HOUSTON COMMUNITY NEWSPAPER	240.00	4,248.64	
03/31/2009	SUPPLIER	HOUSTON FREIGHTLINER, INC	36.38	13,020.82	
04/07/2009	SUPPLIER	HOUSTON FREIGHTLINER, INC	546.88	13,567.70	
03/31/2009	SUPPLIER	HOUSTON MEDICAL TESTING	7,668.00	26,236.00	
03/31/2009	SUPPLIER	HOUSTON PIPE LINE COMPANY LP	431,941.95	431,941.95	Note: 3
03/31/2009	SUPPLIER	HOUSTON PLANNING FORUM	150.00	150.00	
03/31/2009	ONE TIME VENDOR	HOWARD, CASSANDRA	150.00	150.00	
04/07/2009	SUPPLIER	HPI INTERNATIONAL, INC	6,784.40	8,392.59	
03/31/2009	SUPPLIER	HWE ACQUISITIONS	533.01	22,833.45	
03/31/2009	SUPPLIER	HYATT PLACE AUSTIN	293.25	782.00	
03/31/2009	SUPPLIER	HYATT PLACE AUSTIN	293.25	782.00	
04/07/2009	SUPPLIER	HYATT PLACE AUSTIN	97.75	879.75	
04/07/2009	SUPPLIER	HYATT REGENCY - SAN ANTONIO	525.00	525.00	
04/07/2009	SUPPLIER	HYATT REGENCY MINNEAPOLIS	730.29	730.29	
03/31/2009	SUPPLIER	ICS	64.00	6,386.00	
03/31/2009	SUPPLIER	IMAGE PROFILES, INC	96.00	9,991.15	
03/31/2009MED	ICAL	IMMUNIZATION ACTION COALITION	60.00	60.00	
03/31/2009	SUPPLIER	IMPRESSIVE PRINTING	3,826.15	27,509.25	
04/07/2009	SUPPLIER	IMPRESSIVE PRINTING	1,115.00	28,624.25	
03/31/2009	SUPPLIER	INDIGENT HEALTHCARE SOLUTIONS	6,661.29	53,227.32	
03/31/2009	SUPPLIER	INGRAM LIBRARY SERVICES	4,139.19	69,768.62	
04/07/2009	SUPPLIER	INGRAM LIBRARY SERVICES	1,062.30	70,830.92	
03/31/2009	SUPPLIER	INSURANCE INFORMATION EXCHANGE	353.30	3,920.55	
03/27/2009	EE BEN/PAYROLL	INTERNAL REVENUE SERVICE	884,080.19		Note: 2
03/27/2009	EE BEN/PAYROLL	INTERNAL REVENUE SERVICE	1,610.79		Note: 2
03/30/2009	EE BEN/PAYROLL	INTERNAL REVENUE SERVICE	27,817.83		Note: 2
03/31/2009	SUPPLIER	INTERNATIONAL LANGUAGE ASSOC.	365.00	365.00	
03/31/2009	SUPPLIER	IRON MOUNTAIN RECORDS	827.78	51,453.62	Note: 3
04/07/2009	SUPPLIER	IRON MOUNTAIN RECORDS	5,606.98	57,060.60	
04/07/2009	SUPPLIER	ISLA GRANDE BEACH RESORT	474.60	1,050.90	
03/31/2009	SUPPLIER	JAMAR TECHNOLOGIES, INC	2,089.00	2,326.56	
04/07/2009	EMPLOYEE REIMB.	JASWAL, SHEILA LACOURSE	19.80	67.77	

Payment Date	Vendor Type	Vendor Name	Vendor Payment	Total FY2009 Payments	
04/07/2009	CHILD PROT. SERVICES	JEFFERSON, ALDO	62.73	62.73	
04/07/2009	SUPPLIER	JIM SHORT, INC	1,750.00	10,500.00	
03/31/2009	SUPPLIER	JOHN SWARTZ POLYGRAPH SERVICE	300.00	750.00	
04/07/2009	INDIGENT DEFENSE	JOHNSON, KATHY J	457.50	12,330.75	
04/07/2009	SUPPLIER	JOHNSON, SHERRI L.	122.50	122.50	
03/31/2009	SUPPLIER	JONES MCCLURE PUBLISHING	287.91	3,436.71	
04/07/2009	SUPPLIER	JONES MCCLURE PUBLISHING	277.00	3,713.71	
04/07/2009	SERVICES	JONES, DONICA	300.00	2,350.00	
04/07/2009	EMPLOYEE REIMB.	JONES, TENNILLE	15.95	962.72	
03/31/2009	SUPPLIER	JOSEPH, DOMINIC MD	515.00	6,865.00	
04/07/2009	SUPPLIER	JPMORGAN CHASE BANK NA	5,670.62	175,721.80	
03/31/2009	SUPPLIER	JUDGE R H GARCIA REGIONAL	7,560.00	31,500.00	
03/31/2009	SUPPLIER	JURADO'S UPHOLSTERY & TRIM	90.00	540.00	
03/27/2009	JUROR PAYMENTS	JUROR PAYMENTS TOTAL	18,250.00		Note: 5
04/07/2009	SUPPLIER	KELLY R KALUZA AND ASSOC INC	2,908.00	451,078.00	
03/31/2009	COURT REPORTER	KELLY, KELLY D	271.76	2,084.48	
03/31/2009	INDIGENT DEFENSE	KIATTA, DAVID W	1,387.50	4,187.50	
04/01/2009	CO CLK/DIST CLERK	KIMBLE,JOE V	55.00		Note: 1
04/07/2009	EMPLOYEE REIMB.	KING, SUSAN T.	72.05	511.11	
03/31/2009	INDIGENT DEFENSE	KING-WITTU, ELIZABETH	592.00	2,620.00	
03/31/2009	SUPPLIER	KNOWLES PUBLISHING, INC.	85.17	271.77	
04/07/2009	EMPLOYEE REIMB.	KOBY, LINDA	29.70	92.88	
03/31/2009	SUPPLIER	KONICA MINOLTA BUSINESS	286.99	3,751.28	
04/07/2009	SUPPLIER	KONICA MINOLTA BUSINESS	373.75	4,125.03	
04/07/2009	INDIGENT DEFENSE	KRASNY, FRED	1,560.00	5,242.50	
04/07/2009	EMPLOYEE REIMB.	KREJCI, MELODY	170.50	906.88	
04/07/2009	EMPLOYEE REIMB.	KRISCH, D'NEAL	284.56	669.21	
04/07/2009	SUPPLIER	KROGER SOUTHWEST	368.52	7,687.85	
03/31/2009	EMPLOYEE REIMB.	KUBENA, TERESA	111.63	111.63	
03/31/2009	SUPPLIER	L GUERRERO AND SONS	10,933.00	33,332.75	
03/31/2009	SUPPLIER	L-3 COMMUNICATIONS	1,251.50	133,657.35	
04/07/2009	SUPPLIER	LA HACIENDA PHARMACY	748.59	2,250.46	
03/31/2009	SUPPLIER	LABATT FOOD SERVICE	8,709.69	152,351.97	
04/07/2009	SUPPLIER	LABATT FOOD SERVICE	1,617.52	153,969.49	
03/31/2009	SUPPLIER	LABELS ETC INC	81.30	1,421.30	
04/07/2009	SUPPLIER	LABORATORY CORPORATION	141.09	141.09	
04/07/2009	CHILD PROT. SERVICES	LAMKIN, PHYLLIS	77.50	530.00	
03/31/2009	SUPPLIER	LANSDOWNE-MOODY CO, INC	472.14	1,065.24	
03/31/2009	ONE TIME VENDOR	LARA, ANNIE	300.00	300.00	
03/26/2009	CO CLK/DIST CLERK	LASSITER LII,JAMES M	65.00		Note: 1
04/07/2009	EMPLOYEE REIMB.	LATEEF, TASNEEM	28.60	50.05	
03/31/2009	SUPPLIER	LAW JOURNAL PRESS	172.88	172.88	
04/07/2009	SUPPLIER	LAWSON PRODUCTS, INC	325.21	1,207.28	
03/31/2009	SUPPLIER	LAWSON SOFTWARE, INC	9,000.00	52,719.00	Note: 3
04/07/2009	SUPPLIER	LAWSON SOFTWARE, INC	3,530.49	56,249.49	
03/31/2009	SUPPLIER	LEAVEY, DEBBIE	2,833.33	20,193.10	
04/07/2009	SUPPLIER	LECTORUM PUBLICATIONS, INC	532.02	532.02	
04/01/2009	CO CLK/DIST CLERK	LEON COUNTY SHERIFF	140.00		Note: 1
04/07/2009	EMPLOYEE REIMB.	LESSEY, LORRAINE M	31.90	990.25	
03/30/2009	CO CLK/DIST CLERK	LINDA A DUCKWORTH AS TRUST	34,369.36		Note: 1
03/30/2009	CO CLK/DIST CLERK	LINDA A DUCKWORTH IN TRUST	51,554.04		Note: 1
04/03/2009	TOLL ROAD	LINEBARGER GOGGAN BLAIR AN	25,186.08		Note: 4
04/07/2009	SUPPLIER	LONE STAR PAVEMENT SERVICES	33,410.52	154,345.56	
03/31/2009	SUPPLIER	LONE STAR UNIFORMS, INC	150.00	118,015.90	
04/07/2009	SUPPLIER	LONE STAR UNIFORMS, INC	15,261.55	133,277.45	
03/31/2009	SUPPLIER	LOWE'S HOME CENTER	4,584.62	15,866.50	
04/07/2009	SUPPLIER	LOWE'S HOME CENTER	1,014.63	16,881.13	
03/31/2009	INDIGENT DEFENSE	LUDWIG, CHRIS	350.00	6,977.00	
03/31/2009	SUPPLIER	LYNN PEAVEY COMPANY	35.30	459.80	
03/31/2009	SUPPLIER	LYONS, DAVID	1,275.00	1,275.00	
04/07/2009	SUPPLIER	M D ANDERSON CANCER CENTER	266.93	266.93	
03/31/2009	INDIGENT DEFENSE	MALDONADO, A E	725.00	10,400.00	
04/07/2009	INDIGENT DEFENSE	MALDONADO, A E	1,525.00	11,925.00	
04/07/2009	SUPPLIER	MARK'S PLUMBING PARTS	83.67	4,241.22	
03/31/2009	SUPPLIER	MARSHALL CAVENDISH CORP	293.45	1,358.75	
03/30/2009	CO CLK/DIST CLERK	MARTINEZ, ESTANISLAO CABEL	475.00		Note: 1
03/31/2009	SUPPLIER	MARTINEZ, SATURNINA	2,934.20	2,934.20	Note: 3
03/31/2009	SUPPLIER	MARTINEZ, SATURNINA	6,500.00	9,434.20	Note: 3

Payment Date	Vendor Type	Vendor Name	Vendor Payment	Total FY2009 Payments	
03/31/2009	INDIGENT DEFENSE	MARTINEZ, STEVEN SCOTT	562.50	14,528.00	
04/07/2009	INDIGENT DEFENSE	MARTINEZ, STEVEN SCOTT	625.00	15,153.00	
03/31/2009	INDIGENT DEFENSE	MARTIN-HART, ERMA	350.00	2,225.00	
03/27/2009	EE BEN/PAYROLL	MATAGORDA COUNTY CHILD SUPPORT	120.00		Note: 2
04/07/2009	SUPPLIER	MATTHEW BENDER AND CO, INC	107.20	35,004.43	
04/07/2009	INDIGENT DEFENSE	MC DANIEL, CAROLYN	2,000.00	20,042.50	
03/31/2009	INDIGENT DEFENSE	MC MEANS, JEFFREY A	350.00	11,250.00	
04/07/2009	INDIGENT DEFENSE	MC MEANS, JEFFREY A	2,400.00	13,650.00	
04/07/2009	INDIGENT DEFENSE	MCCLURE, DAVID B	2,775.00	10,450.00	
03/31/2009	SUPPLIER	MCCLURE, GLEN E	750.00	7,825.00	
03/31/2009	INDIGENT DEFENSE	MCDANIEL, CHRIS J	345.00	16,127.50	
03/31/2009	INDIGENT DEFENSE	MCDONALD, SHAWN M	1,800.00	6,620.00	
04/07/2009	EMPLOYEE REIMB.	MCGUIRE, ROBIN	33.00	33.00	
04/07/2009	EMPLOYEE REIMB.	MEAUX, EDWARD JOSEPH	78.00	14,215.00	
03/31/2009	SUPPLIER	MEISTER MEDIA WORLDWIDE	107.00	107.00	
04/07/2009	INDIGENT DEFENSE	MEITZEN, WILLIAM A	1,000.00	4,525.00	
04/07/2009	SUPPLIER	MELTON, DOROTHY	77.50	210.00	
04/07/2009	SUPPLIER	MEMORIAL HOSPITAL	1,461.59	23,217.65	
03/27/2009	EE BEN/PAYROLL	METLIFE	5,292.66		Note: 2
03/30/2009	EE BEN/PAYROLL	METLIFE	289.11		Note: 2
04/03/2009	TOLL ROAD	MICHAEL BAKER JR, INC	23,260.61		Note: 4
03/31/2009	EMPLOYEE REIMB.	MILLER, ROBIN E	38.78	72.13	
04/01/2009	CO CLK/DIST CLERK	MONTALBO,MARTHA D	65.00		Note: 1
04/01/2009	CO CLK/DIST CLERK	MONTGOMERY COUNTY CONST PC	65.00		Note: 1
03/26/2009	CO CLK/DIST CLERK	MONTY,JACOB M	11.00		Note: 1
03/31/2009	SUPPLIER	MOORE MEDICAL LLC	431.56	34,739.70	
04/07/2009	SUPPLIER	MOORE MEDICAL LLC	249.05	34,988.75	
04/07/2009	EMPLOYEE REIMB.	MORTON, REBECCA SUZY	129.94	530.54	
04/07/2009	EMPLOYEE REIMB.	MOSELEY, DEBRA	95.15	315.11	
03/31/2009	SUPPLIER	MOTOROLA	21,163.47	1,606,610.87	
04/07/2009	SUPPLIER	MOTOROLA	23,874.80	1,630,485.67	
03/31/2009	SUPPLIER	MSC INDUSTRIAL SUPPLY CO, INC	217.80	10,751.60	
04/07/2009	SUPPLIER	MSC INDUSTRIAL SUPPLY CO, INC	813.13	11,564.73	
04/07/2009	SUPPLIER	MTF EQUIPMENT SALES INC	547.10	547.10	
04/07/2009	EMPLOYEE REIMB.	MUNGUIA, BEN	68.41	68.41	
03/31/2009	SUPPLIER	MUNICIPAL EMERGENCY SERVICES	163.72	530.14	
03/31/2009	EMPLOYEE REIMB.	MUNOZ, JEANETTE	454.96	4,541.37	
04/07/2009	SUPPLIER	MUNOZ, RITO JR	200.00	425.00	
03/31/2009	SUPPLIER	MUSTANG TRACTOR & EQUIPMENT CO	2,442.62	507,280.46	
04/07/2009	SUPPLIER	MUSTANG TRACTOR & EQUIPMENT CO	2,913.30	510,193.76	
03/31/2009	SUPPLIER	MYERS TIRE SUPPLY	161.86	1,338.81	
04/07/2009	SUPPLIER	MYERS TIRE SUPPLY	55.10	1,393.91	
03/31/2009	SUPPLIER	N O B C O CONFERENCE	950.00	950.00	
03/31/2009	SUPPLIER	N2IT CONTAINERS, LP	5,027.58	5,027.58	
04/07/2009	SUPPLIER	NAEGELI TRANSPORTATION INC	1,820.00	1,820.00	
03/31/2009	SUPPLIER	NAPA AUTO PARTS	639.43	15,624.61	
04/07/2009	SUPPLIER	NAPA AUTO PARTS	2,032.14	17,656.75	
03/27/2009	EE BEN/PAYROLL	NATIONAL BOND AND TRUST CO	2,077.84		Note: 2
03/31/2009	SUPPLIER	NATIONAL GEOGRAPHIC SOCIETY	34.00	34.00	
03/31/2009	SUPPLIER	NATIONAL NARCOTIC DETECTOR	275.00	275.00	Note: 3
04/07/2009	SUPPLIER	NATIONAL SAFETY COUNCIL	1,670.00	3,595.00	
03/27/2009	EE BEN/PAYROLL	NATIONWIDE RETIREMENT SOLUTIONS	16,062.57		Note: 2
03/30/2009	EE BEN/PAYROLL	NATIONWIDE RETIREMENT SOLUTIONS	1,615.99		Note: 2
04/07/2009	SUPPLIER	NCS PEARSON, INC	365.70	491.10	
03/31/2009	SUPPLIER	NEEDVILLE FEED AND SUPPLY	177.25	8,958.58	
03/27/2009	EE BEN/PAYROLL	NEW MEXICO CHILD SUPPORT	148.38		Note: 2
03/31/2009	SUPPLIER	NEXTEL COMMUNICATIONS	2,982.78	158,425.95	
04/07/2009	SUPPLIER	NEXTEL COMMUNICATIONS	9,663.71	168,089.66	
03/26/2009	CO CLK/DIST CLERK	NGUYEN,XUAN-HUONG THI	14,950.00		Note: 1
04/07/2009	INDIGENT DEFENSE	NJOKU, MICHAEL N	2,160.00	38,017.50	
03/27/2009	EE BEN/PAYROLL	NORTH CAROLINA CHILD SUPPORT	47.08		Note: 2
03/31/2009	SUPPLIER	NORTHERN TOOLS AND EQUIPMENT/	1,111.29	3,168.48	Note: 3
03/31/2009	SUPPLIER	NOTARY PUBLIC UNDERWRITERS	99.75	835.00	
04/07/2009	SUPPLIER	NUECES COUNTY	6,903.00	44,221.18	
04/07/2009	INDIGENT DEFENSE	NUMERO UNO	180.00	5,734.36	
03/31/2009	SUPPLIER	OAK BEND MEDICAL OFFICE, LTD	4,416.73	36,111.23	
03/31/2009	SUPPLIER	OAKBEND MEDICAL CENTER	540.00	215,665.21	
04/07/2009	SUPPLIER	OAKBEND MEDICAL CENTER	95,247.38	310,912.59	

Payment Date	Vendor Type	Vendor Name	Vendor Payment	Total FY2009 Payments	
04/07/2009	SUPPLIER	OFFICE DEPOT	1,274.15	196,959.55	
03/31/2009	SUPPLIER	OFFICE DEPOT INC	14,982.43	195,685.40	
04/07/2009	EMPLOYEE REIMB.	OGDEN, DAVID	179.30	1,037.71	
04/07/2009	EMPLOYEE REIMB.	OGLESBY, DURWIN	17.30	294.66	
03/27/2009	EE BEN/PAYROLL	OHIO CHILD SUPPORT	302.23		Note: 2
04/07/2009	EMPLOYEE REIMB.	OLINGER, DAVID	1,027.98	2,237.56	
03/31/2009	SUPPLIER	OLMSTED-KIRK PAPER COMPANY	908.26	1,322.49	
03/31/2009	SUPPLIER	ONSITEDECALS.COM	317.48	15,137.07	
03/31/2009	SUPPLIER	O'REILLY AUTO PARTS	100.79	6,807.74	
04/07/2009	SUPPLIER	O'REILLY AUTO PARTS	319.96	7,127.70	
03/31/2009	SUPPLIER	OSBURN ASSOCIATES, INC	1,262.00	70,408.01	
04/07/2009	SUPPLIER	OVERDRIVE, INC	39.25	27,608.29	
03/31/2009	SUPPLIER	OVERHEAD DOOR CO OF HOUSTON	847.85	20,187.59	
04/07/2009	SUPPLIER	OVERHEAD DOOR CO OF HOUSTON	438.80	20,626.39	
03/31/2009	SUPPLIER	OZARKA	888.79	10,978.64	
04/07/2009	SUPPLIER	OZARKA	268.71	11,247.35	
04/07/2009	SUPPLIER	PACKWOOD PSYCHOTHERAPY SERVICE	40.00	1,665.00	
03/30/2009	CO CLK/DIST CLERK	PALACIOS, ALICIA B	657.00		Note: 1
03/31/2009	SUPPLIER	PAMELA PRINTING COMPANY	88.00	1,009.00	
04/07/2009	EMPLOYEE REIMB.	PARSON, JAMISHA	7.15	74.42	
03/31/2009	SUPPLIER	PATE ENGINEERS, INC	2,470.60	139,935.60	
03/30/2009	CO CLK/DIST CLERK	PATSY SCHULTZ TAX ASSESSOR	265.02		Note: 1
04/07/2009	EMPLOYEE REIMB.	PATTERSON, BRIAN W	80.30	253.47	
03/31/2009	SERVICES	PATTON, DONNIE R	400.00	2,400.00	
03/27/2009	EE BEN/PAYROLL	PEAKE, DAVID G TRUSTEE	2,536.15		Note: 2
03/31/2009	SUPPLIER	PENGUIN GROUP INK	31.18	670.29	
03/31/2009	INDIGENT DEFENSE	PEREZ- JARAMILLO, MAGGIE	1,425.00	44,627.50	
03/31/2009	SUPPLIER	PERFORMANCE FOOD GROUP	2,338.02	94,900.57	
04/07/2009	SUPPLIER	PERFORMANCE FOOD GROUP	8,314.96	103,215.53	
03/31/2009	SUPPLIER	PETSMART 200	53.98	887.05	
03/31/2009	INDIGENT DEFENSE	PHOENIX, JOYCE	350.00	6,362.50	
03/30/2009	CO CLK/DIST CLERK	PICKNEY, JAMES	1,950.00		Note: 1
03/30/2009	CO CLK/DIST CLERK	PICKNEY, JAMES	1,950.00		Note: 1
04/07/2009	SUPPLIER	PIKETT, KEITH	375.00	2,625.00	
03/31/2009	SUPPLIER	PITNEY BOWES	1,793.64	212,860.70	
03/26/2009	CO CLK/DIST CLERK	PIZZA INN OPERATING ACCT.	10.00		Note: 1
04/07/2009	SUPPLIER	PM CONSTRUCTION	25,171.40	25,171.40	
03/30/2009	CO CLK/DIST CLERK	PORTILLO, SANTOS OTONIEL	4,950.00		Note: 1
03/31/2009	SUPPLIER	POSTMASTER	780.00	33,209.00	
03/31/2009	SUPPLIER	PREMIUM FOODS	2,839.95	63,912.00	
04/07/2009	SUPPLIER	PREMIUM FOODS	1,247.70	65,159.70	
04/07/2009	EMPLOYEE REIMB.	PRESTAGE, GRADY	305.25	3,054.12	
04/07/2009	SUPPLIER	PRO TECH MONITORING	6,272.00	40,160.92	
03/31/2009	SUPPLIER	PROFESSIONAL FOOD SYSTEMS	44.07	264.50	
04/01/2009	TOLL ROAD	PROFESSIONAL PROJECT	1,050.00		Note: 4
04/03/2009	TOLL ROAD	PROFESSIONAL PROJECT	13,185.00		Note: 4
04/03/2009	TOLL ROAD	PROSPERITY BANK	69.55		Note: 4
04/07/2009	SUPPLIER	PSYCHIATRIC SOLUTIONS PC	2,550.00	2,550.00	
04/07/2009	SUPPLIER	PUBLIC AGENCY TRAINING COUNCIL	650.00	2,420.00	
03/31/2009	SUPPLIER	PURA FLO CORPORATION	45.00	315.00	
03/30/2009	CO CLK/DIST CLERK	PYE, JOHN ROY SR	712.50		Note: 1
03/31/2009	SUPPLIER	QC TV CORP	650.00	650.00	
04/07/2009	SUPPLIER	R B EVERETT AND COMPANY	525.58	359,263.69	
04/07/2009	INDIGENT DEFENSE	RACER, MARK W	975.00	18,122.50	
03/31/2009	SUPPLIER	RADIOSHACK	158.32	3,564.40	
03/31/2009	ONE TIME VENDOR	RAMON, LINDA	200.00	200.00	
03/31/2009	SUPPLIER	RANDOM HOUSE, INC	880.00	15,584.32	
04/07/2009	SUPPLIER	RANDOM HOUSE, INC	22.91	15,607.23	
03/31/2009	SUPPLIER	RANGER JOE INTERNATIONAL	878.85	878.85	
03/31/2009	SUPPLIER	RAY GLASS COMPANY INC	242.73	7,919.00	
03/31/2009	SUPPLIER	RECYCLING COALITION OF TEXAS	125.00	745.00	
03/31/2009	SUPPLIER	RED RIVER SPECIALTIES, INC	11,338.50	28,931.10	
03/31/2009	SUPPLIER	REDWOOD BIOTECH	4,526.53	6,026.53	
04/01/2009	CO CLK/DIST CLERK	REHMAN,AGA SAIFUR	7,750.00		Note: 1
03/31/2009	SUPPLIER	RELIANT ENERGY RETAIL SERVICES	7,467.97	188,449.96	
04/07/2009	SUPPLIER	RELIANT ENERGY RETAIL SERVICES	5,688.12	194,138.08	
04/07/2009	SUPPLIER	RESEARCH TECHNOLOGY	559.95	1,395.54	
04/07/2009	EMPLOYEE REIMB.	REYNOLDS, KAYE	194.14	1,805.26	

Payment Date	Vendor Type	Vendor Name	Vendor Payment	Total FY2009 Payments	
04/01/2009	CO CLK/DIST CLERK	ROBINSON, IMMANUEL	38,414.08		Note: 1
03/31/2009	INDIGENT DEFENSE	ROLL, ROXIE	200.00	24,015.00	
04/07/2009	ONE TIME VENDOR	ROMAN, NANCY	150.00	150.00	
03/31/2009	SUPPLIER	ROMCO EQUIPMENT COMPANY	712.15	64,576.97	
04/07/2009	SUPPLIER	ROMCO EQUIPMENT COMPANY	7,664.33	72,241.30	
03/31/2009	SUPPLIER	ROSENBERG CARPET CENTER INC	3,811.58	39,192.33	
03/31/2009	SUPPLIER	ROSENBERG TRACTOR	1,204.70	25,574.88	
03/31/2009	ONE TIME VENDOR	ROSILEZ, JANIE	168.00	168.00	
04/07/2009	SUPPLIER	ROYAL DUKES SOCIAL AND CHARITY	400.00	400.00	
04/07/2009	SUPPLIER	ROYAL PROTECTION GROUP, INC	216.00	2,466.00	
03/31/2009	SUPPLIER	RURAL TRASH SERVICE INC	120.00	840.00	
03/31/2009	SUPPLIER	SAFESITE, INC	1,298.00	7,393.00	
03/31/2009	SUPPLIER	SAFETY SHOE DISTRIBUTORS, LLP	3,581.55	4,136.10	
04/07/2009	SUPPLIER	SAFETY SHOE DISTRIBUTORS, LLP	33,100.39	37,236.49	
03/31/2009	SUPPLIER	SAFETY-KLEEN CORPORATION	62.93	1,439.68	
03/31/2009	INDIGENT DEFENSE	SALCEDA, ALBERTO G	375.00	9,370.00	
04/07/2009	INDIGENT DEFENSE	SALCEDA, ALBERTO G	1,015.00	10,385.00	
04/07/2009	SUPPLIER	SAN ANTONIO MARRIOTT RIVERWALK	481.38	1,164.95	
03/31/2009	SUPPLIER	SAN MARCOS HAYS COUNTY EMS	639.00	639.00	
03/31/2009	INDIGENT DEFENSE	SANTOS, ROBERT L	500.00	14,597.00	
04/07/2009	INDIGENT DEFENSE	SANTOS, ROBERT L	2,945.00	17,542.00	
04/07/2009	SUPPLIER	SCANLIN ELECTRIC INC	156.00	8,487.48	
04/07/2009	SUPPLIER	SCHAUMBURG AND POLK	20,728.84	164,302.99	
03/31/2009	SUPPLIER	SCHEPPS DAIRY	2,889.25	34,583.40	
04/07/2009	SUPPLIER	SCHEPPS DAIRY	1,148.89	35,732.29	
03/31/2009	SUPPLIER	SCHINDLER ELEVATOR CORPORATION	413.00	2,551.40	
03/31/2009	SUPPLIER	SCHOENMANN PRODUCE CO.	988.85	6,976.19	
04/07/2009	SUPPLIER	SCHOENMANN PRODUCE CO.	1,763.85	8,740.04	
04/07/2009	EMPLOYEE REIMB.	SCHULZE, ROSE MARY	46.97	855.43	
03/27/2009	EE BEN/PAYROLL	SECURITY BENEFIT LIFE INS	17,461.07		Note: 2
03/30/2009	EE BEN/PAYROLL	SECURITY BENEFIT LIFE INS	2,320.82		Note: 2
03/31/2009	INDIGENT DEFENSE	SEDITA, PATRICIA FORTNEY	1,450.00	3,025.00	
03/31/2009	SUPPLIER	SEEWEE'S TRAVEL BY JACKIE	179.20	11,965.10	
04/07/2009	SUPPLIER	SEEWEE'S TRAVEL BY JACKIE	5,363.20	17,328.30	
04/07/2009	SUPPLIER	SETH W SILVERMAN MD, PA	1,842.50	30,336.25	
04/07/2009	SUPPLIER	SHANELY SERVICES	183.18	183.18	
03/31/2009	INDIGENT DEFENSE	SHAW, RUBY	600.00	40,630.00	
04/07/2009	INDIGENT DEFENSE	SHAW, RUBY	600.00	41,230.00	
04/07/2009	EMPLOYEE REIMB.	SHELTON, PAULETTE	238.64	2,398.96	
04/07/2009	SUPPLIER	SHERATON FORT WORTH HOTEL SPA	1,028.10	1,028.10	
03/31/2009	SUPPLIER	SHERWIN WILLIAMS CO	138.93	2,277.71	
03/31/2009	SUPPLIER	SHERWIN WILLIAMS CO	16.56	2,277.71	
04/07/2009	SUPPLIER	SHERWIN WILLIAMS CO	178.20	2,455.91	
03/31/2009	SUPPLIER	SHI GOVERNMENT SOLUTIONS INC	3,506.90	79,149.69	
04/07/2009	SUPPLIER	SHI GOVERNMENT SOLUTIONS INC	2,850.00	81,999.69	
03/31/2009	COURT REPORTER	SHOEMAKER, MEREDITH ANNE	233.33	466.66	
03/31/2009	SUPPLIER	SHOPPA'S FARM SUPPLY INC	753.09	23,550.64	
04/07/2009	SUPPLIER	SHOPPA'S FARM SUPPLY INC	58.24	23,608.88	
03/31/2009	SUPPLIER	SHOWCASES	318.45	318.45	
03/31/2009	ONE TIME VENDOR	SILVA, MARGIE	300.00	300.00	
03/31/2009	SUPPLIER	SIMPLEX GRINNELL LP	407.00	41,219.79	
04/07/2009	SUPPLIER	SIMPLEX GRINNELL LP	1,046.10	42,265.89	
04/01/2009	CO CLK/DIST CLERK	SINGER, JEFFREY R	15.00		Note: 1
04/07/2009	SUPPLIER	SIRCHIE FINGER PRINT	460.00	3,552.00	
04/07/2009	SUPPLIER	SIRIUS COMPUTER SOLUTIONS, INC	23,512.68	26,945.20	
03/26/2009	CO CLK/DIST CLERK	SITARAS,STANLEY NICHOLAS	8.00		Note: 1
03/31/2009	SUPPLIER	SKIDRIL, INC	79.88	800.11	
04/07/2009	SUPPLIER	SLAVINSKI, BOBBY	250.00	3,019.94	
04/01/2009	CO CLK/DIST CLERK	SMITH, BRUCE N	5.00		Note: 1
04/07/2009	EMPLOYEE REIMB.	SMITHERS, DONALD LEE	11.20	1,432.36	
04/07/2009	EMPLOYEE REIMB.	SOPCHAK, WESLEY	92.40	280.50	
03/31/2009	SUPPLIER	SOUTH COAST HYDRAULICS	115.35	115.35	
04/07/2009	SUPPLIER	SOUTH TEXAS PAIN MNGMT PA	525.08	525.08	
03/31/2009	SUPPLIER	SOUTHERN TIRE MART, LLC	336.35	32,870.55	
03/31/2009	SUPPLIER	SOUTHWEST TRAILRIDERS ASSOC.	400.00	400.00	
03/31/2009	EMPLOYEE REIMB.	SPEARS, ALAN	166.70	215.81	
04/07/2009	SUPPLIER	SPECIALIZED PRODUCTS CO	145.32	145.32	
04/07/2009	SUPPLIER	SPECTRACOM CORPORATION	663.00	663.00	

Payment Date	Vendor Type	Vendor Name	Vendor Payment	Total FY2009 Payments	
04/07/2009	EMPLOYEE REIMB.	SPENCER, OSHEA	44.01	183.40	
03/31/2009	SUPPLIER	SPRINT FORT BEND COUNTY	7,488.00	188,712.80	
03/31/2009	SUPPLIER	SPRINT WASTE SERVICES L P	379.00	11,735.00	
03/31/2009	SUPPLIER	SRX OPTICAL	9,775.00	11,250.00	
04/07/2009	SUPPLIER	STAHLMAN LUMBER CO	53.75	1,944.75	
03/31/2009	COURT REPORTER	STAPP, SHERYL E	1,358.80	9,882.80	
03/31/2009	SUPPLIER	STAR VIDEO PRODUCTIONS	270.00	4,270.00	
04/07/2009	SUPPLIER	STAR VIDEO PRODUCTIONS	560.00	4,830.00	
04/07/2009	SUPPLIER	STAT CARE OF TEXAS PA	338.76	10,195.81	
03/31/2009	SUPPLIER	STATE BAR OF TEXAS	70.00	2,437.00	
03/31/2009	SUPPLIER	STATE CHEMICAL MFG CO	110.18	2,091.71	
03/27/2009	EE BEN/PAYROLL	STATE COMPTROLLER	437.39		Note: 2
04/07/2009	EE BEN/PAYROLL	STATE COMPTROLLER	9.95	13,208.90	
03/27/2009	EE BEN/PAYROLL	STATE OF LOUISIANA	441.66		Note: 2
03/31/2009	SUPPLIER	STATEWIDE TRAFFIC SIGNAL CO	120,726.66	120,726.66	
03/31/2009	INDIGENT DEFENSE	STEELE, CORINNA	2,155.00	41,702.65	
04/07/2009	INDIGENT DEFENSE	STEELE, CORINNA	5,460.00	47,162.65	
03/31/2009	SUPPLIER	STERICYCLE, INC	13.13	8,378.12	
04/07/2009	SUPPLIER	STERICYCLE, INC	414.26	8,792.38	
03/31/2009	INDIGENT DEFENSE	STEVENS, JAMES A	1,875.00	11,825.00	
04/07/2009	INDIGENT DEFENSE	STEVENS, JAMES A	1,450.00	13,275.00	
04/06/2009	TOLL ROAD	STEWART TITLE CO OF FORT BEND SUGAR LAND	630,590.01		Note: 4
03/31/2009	SUPPLIER	STEWART TITLE COMPANY	112,639.45	541,148.57	Note: 3
04/07/2009	SUPPLIER	STEWART TITLE COMPANY	2,456.95	543,605.52	
04/07/2009	SUPPLIER	STINGER SYSTEMS INC	136.95	136.95	
03/31/2009	INDIGENT DEFENSE	STORNELLO, ROSARIO	500.00	11,985.00	
03/31/2009	SUPPLIER	STREAM ENVIRONMENTAL SOLUTIONS	1,775.00	12,900.00	
03/31/2009	SUPPLIER	STROUHAL TIRE - HUNGERFORD	307.95	1,235.30	
04/07/2009	EMPLOYEE REIMB.	SUMRALL, CINDY	16.28	141.24	
03/31/2009	SUPPLIER	SUNBELT MILL SUPPLY	381.34	2,530.56	
03/31/2009	SUPPLIER	T A C A	315.00	710.00	
03/31/2009	SUPPLIER	T MARSHALL CONSULTANT, INC	1,022.75	6,938.80	
03/31/2009	SUPPLIER	TACNOLOGIES, LTD	3,619.00	4,837.00	
04/03/2009	TOLL ROAD	TALLAS, BOBBIE ANN	150.00		Note: 4
04/07/2009	SUPPLIER	TARGET BANK	2,298.36	21,580.26	
03/31/2009	SUPPLIER	TARMAC MATERIALS, LLC	131,014.00	677,960.40	
03/30/2009	CO CLK/DIST CLERK	TASSO, ADA	475.00		Note: 1
04/07/2009	SUPPLIER	TAYLOR, ERNEST B.	54.00	444.00	
04/01/2009	CO CLK/DIST CLERK	TAYLOR, WARREN	8.00		Note: 1
04/07/2009	INDIGENT DEFENSE	TAYLOR-FELTON, TANGERLIA	285.00	6,245.00	
03/31/2009	SUPPLIER	TEAM SYSTEMS, INC	75.00	19,275.06	
03/31/2009	SUPPLIER	TECH DEPOT	351.17	50,639.20	
04/07/2009	SUPPLIER	TECH DEPOT	846.49	51,485.69	
04/07/2009	SUPPLIER	TEDSI INFRASTRUCTURE GROUP	1,490.00	42,601.85	
04/07/2009	SUPPLIER	TEKPLAN SOLUTIONS LLC	3,805.00	41,090.16	
03/31/2009	SUPPLIER	TERMINIX INTERNATIONAL COMPNAY	1,560.00	6,650.00	
04/07/2009	SUPPLIER	TERMINIX INTERNATIONAL COMPNAY	170.00	6,820.00	
04/03/2009	TOLL ROAD	TERRELL, CLIFF	150.00		Note: 4
03/31/2009	INDIGENT DEFENSE	TERRY, T K	925.00	28,411.25	
04/07/2009	INDIGENT DEFENSE	TERRY, T K	487.50	28,898.75	
03/30/2009	CO CLK/DIST CLERK	TEXAN'S PAINT AND BODY SHOP	11,029.63		Note: 1
03/31/2009	SUPPLIER	TEXAS ADJUDICATED PLACEMENT	2,464.00	8,360.00	
03/31/2009	SUPPLIER	TEXAS AGRILIFE EXTENSION	57,656.00	177,771.98	
04/07/2009	SUPPLIER	TEXAS AMBULANCE ASSOC.	350.00	650.00	
03/31/2009	SUPPLIER	TEXAS ASSOCIATION OF COUNTIES	200.00	166,911.14	
04/07/2009	SUPPLIER	TEXAS ASSOCIATION OF COUNTIES	91,160.30	258,071.44	
03/31/2009	SUPPLIER	TEXAS BAIL BOND COURSE	150.00	150.00	
04/01/2009	CO CLK/DIST CLERK	TEXAS CHILD SUPPORT DISBUR	2,300.00		Note: 1
04/01/2009	CO CLK/DIST CLERK	TEXAS CHILD SUPPORT DISBUR	1,000.00		Note: 1
04/07/2009	SUPPLIER	TEXAS COMMISSION	1,370.00	3,916.00	
03/27/2009	EE BEN/PAYROLL	TEXAS COUNTY & DISTRICT	637,143.18		Note: 2
03/30/2009	EE BEN/PAYROLL	TEXAS COUNTY & DISTRICT	18,415.13		Note: 2
03/27/2009	EE BEN/PAYROLL	TEXAS DEPT OF CRIMINAL JUSTICE	5,636.36		Note: 2
04/07/2009	SUPPLIER	TEXAS DEPT OF HEALTH	316.00	4,377.00	
03/31/2009	SUPPLIER	TEXAS DISTRICT AND COUNTY	55.00	7,041.00	
03/27/2009	EE BEN/PAYROLL	TEXAS GUARANTEED STUDENT	130.64		Note: 2
03/31/2009	SUPPLIER	TEXAS LAWYER	249.00	965.95	
03/31/2009	SUPPLIER	TEXAS MARKING PRODUCTS, INC	38.31	2,234.25	

Payment Date	Vendor Type	Vendor Name	Vendor Payment	Total FY2009 Payments	
04/07/2009	SUPPLIER	TEXAS MARKING PRODUCTS, INC	58.62	2,292.87	
03/31/2009	SUPPLIER	TEXAS STATE DIRECTORY PRESS	149.30	582.65	
03/31/2009	SUPPLIER	TEXAS STATE UNIVERSITY	50.00	475.00	
03/31/2009	SUPPLIER	TEXAS WELDERS SUPPLY CO, INC	940.74	8,180.29	
04/07/2009	SUPPLIER	TEXAS WELDERS SUPPLY CO, INC	166.00	8,346.29	
03/31/2009	SUPPLIER	TEXFORD BATTERY COMPANY INC	353.25	985.81	
04/07/2009	SUPPLIER	TEXFORD BATTERY COMPANY INC	102.76	1,088.57	
03/27/2009	EE BEN/PAYROLL	THE HARTFORD	1,311.00		Note: 2
03/31/2009	SUPPLIER	THE HEITMAN COMPANY, INC	358.00	3,825.96	
04/07/2009	SUPPLIER	THE HEITMAN COMPANY, INC	410.80	4,236.76	
04/07/2009	INDIGENT DEFENSE	THE QUILL LAW FIRM, PC	250.00	8,045.00	
04/07/2009	SUPPLIER	THE SPEEDY STICKER STOP INC.	159.00	719.75	
04/07/2009	SUPPLIER	THOMSON GALE GROUP	77.15	103,901.89	
03/31/2009	SUPPLIER	THYSSENKRUPP ELEVATOR CORP	3,404.71	21,723.66	
04/07/2009	SUPPLIER	TIME CLOCK SALES AND	212.00	2,779.59	
04/07/2009	EMPLOYEE REIMB.	TORRES, DINA	4.29	14.94	
04/07/2009	SUPPLIER	TOTAL TECHNOLOGIES, LLC	51.56	44,079.61	
04/07/2009	SUPPLIER	TRAINING STRATEGIES, INC	850.00	3,600.00	
03/31/2009	SUPPLIER	TRANTEX TRANSPORTATION	1,687.50	15,197.50	
03/26/2009	CO CLK/DIST CLERK	TRAVIS COUNTY CONST PCT 5	65.00		Note: 1
04/01/2009	CO CLK/DIST CLERK	TRAVIS COUNTY CONST PCT 5	70.00		Note: 1
04/01/2009	CO CLK/DIST CLERK	TRAVIS COUNTY CONST PCT 5	60.00		Note: 1
04/01/2009	CO CLK/DIST CLERK	TRAVIS COUNTY CONST PCT 5	60.00		Note: 1
04/01/2009	CO CLK/DIST CLERK	TRAVIS COUNTY CONST PCT 5	60.00		Note: 1
04/07/2009	EMPLOYEE REIMB.	TREVINO, PATRICIA	122.10	220.38	
04/07/2009	SUPPLIER	TROXELL COMMUNICATIONS, INC	884.00	1,874.00	
03/31/2009	INDIGENT DEFENSE	TU, PAUL	1,125.00	31,002.00	
04/07/2009	INDIGENT DEFENSE	TU, PAUL	700.00	31,702.00	
03/31/2009	SUPPLIER	TX ASSOC COURT ADMIN (TACA)	50.00	830.00	
03/27/2009	EE BEN/PAYROLL	TX ATTORNEY GENERALS OFFIC	24,898.77		Note: 2
03/27/2009	EE BEN/PAYROLL	TX ATTORNEY GENERALS OFFICE	25,102.77		Note: 2
03/31/2009	SUPPLIER	TXU ENERGY	1,462.97	36,035.73	
04/07/2009	SUPPLIER	TXU ENERGY	300.00	36,335.73	
03/27/2009	EE BEN/PAYROLL	U S DEPARTMENT OF EDUCATIO	383.24		Note: 2
03/31/2009	SUPPLIER	ULTRA BUILDING SERVICES	1,579.75	10,830.71	
03/31/2009	SUPPLIER	UNITED BEHAVIORAL HEALTH	875.00	875.00	
04/07/2009	SUPPLIER	UNITED PARCEL SERVICE	31.29	1,464.81	
03/27/2009	EE BEN/PAYROLL	UNITED WAY OF THE TEXAS GULF COAST	430.74		Note: 2
03/30/2009	EE BEN/PAYROLL	UNITED WAY OF THE TEXAS GULF COAST	35.00		Note: 2
03/31/2009	SUPPLIER	UNIVERSITY OF TEXAS AT AUSTIN	50.00	5,032.00	
04/07/2009	SUPPLIER	UNUM LIFE INSURANCE	22,600.12	151,321.44	
04/07/2009	SUPPLIER	URETEK USA, INC	125,122.14	299,117.34	
04/07/2009	EMPLOYEE REIMB.	VARGAS, ROSALIE	442.82	813.54	
03/31/2009	INDIGENT DEFENSE	VENZA, JOHN	862.50	13,175.00	
03/31/2009	SUPPLIER	VERIZON WIRELESS	273.48	21,083.26	
03/31/2009	SUPPLIER	VERIZON WIRELESS	33.40	21,116.66	
04/07/2009	SUPPLIER	VERIZON WIRELESS	1,186.42	22,303.08	
04/07/2009	SUPPLIER	VIDEO HORSE WORLD	328.70	328.70	
04/07/2009	SUPPLIER	VISION CARE, INC	9,490.60	63,164.22	
04/07/2009	SUPPLIER	VMSOFT PRODUCTS	270.00	854.00	
04/07/2009	EMPLOYEE REIMB.	VOGLER, MARK	1,181.53	1,612.79	
04/07/2009	SUPPLIER	VOR-TEX INDUSTRIES	6,996.00	21,923.30	
03/31/2009	SUPPLIER	VULCAN MATERIALS COMPANY	9,445.50	33,496.11	
04/01/2009	TOLL ROAD	W J INTERESTS, LLC	860.00		Note: 4
04/03/2009	TOLL ROAD	W J INTERESTS, LLC	1,890.00		Note: 4
03/31/2009	SUPPLIER	W T COX SUBSCRIPTIONS, INC	80,618.96	80,618.96	
03/31/2009	SUPPLIER	WALKERCOM, INC	5,547.00	13,215.97	
03/31/2009	SUPPLIER	WAL-MART PHARMACY 546	1,319.81	26,961.08	Note: 3
03/31/2009	SUPPLIER	WAL-MART PHARMACY 546	11.60	26,972.68	
04/07/2009	SUPPLIER	WAL-MART PHARMACY 546	450.00	27,422.68	
04/07/2009	ONE TIME VENDOR	WASTY, SIDRA	250.00	250.00	
04/07/2009	INDIGENT DEFENSE	WATSON, TEANA V	1,000.00	15,574.50	
04/07/2009	SUPPLIER	WAUKESHA-PEARCE INDUSTRIES INC	461.36	4,607.48	
04/07/2009	SERVICES	WEBB, FRANK	800.00	2,400.00	
03/31/2009	INDIGENT DEFENSE	WEBB, JEFFREY ODE	1,275.00	18,537.50	
03/31/2009	SUPPLIER	WELLINGTON ELECTRIC, INC	3,274.00	11,743.00	
03/31/2009	SUPPLIER	WEST GROUP PAYMENT CENTER	2,690.75	103,208.42	
04/07/2009	SUPPLIER	WEST GROUP PAYMENT CENTER	1,252.21	104,460.63	

Payment Date	Vendor Type	Vendor Name	Vendor Payment	Total FY2009 Payments	
04/07/2009	SUPPLIER	WEST HOUSTON RADIOLOGY	1,525.70	5,898.83	
03/31/2009	SUPPLIER	WESTERN STATES FIRE PROTECTION	325.00	16,058.00	
03/27/2009	EE BEN/PAYROLL	WHARTON COUNTY CHILD	161.54		Note: 2
04/01/2009	CO CLK/DIST CLERK	WHARTON COUNTY SHERIFF	75.00		Note: 1
04/07/2009	SUPPLIER	WHEELING WATER WORKS	189.95	189.95	
04/07/2009	SERVICES	WHITT, KENNETH J	48.00	1,410.00	
03/31/2009	ONE TIME VENDOR	WILLIAMS, MALKIA	250.00	250.00	
04/07/2009	INDIGENT DEFENSE	WILLIAMS, RODNEY O'NEIL	225.00	5,775.00	
03/31/2009	SUPPLIER	WILLO PRODUCTS COMPANY, INC	1,261.58	1,731.58	
04/07/2009	SUPPLIER	WILSON FIRE EQUIPMENT	190.50	4,303.50	
03/31/2009	SUPPLIER	WINDSTREAM	743.90	34,498.86	
04/03/2009	TOLL ROAD	WINDSTREAM	29.06		Note: 4
04/07/2009	SUPPLIER	WINDSTREAM	276.55	34,775.41	
04/07/2009	EMPLOYEE REIMB.	WITTIG, WESLEY	252.77	252.77	
03/31/2009	INDIGENT DEFENSE	WOOLSEY, KAREN	9.33	18,228.83	
04/07/2009	COURT REPORTER	WOOLSEY, KAREN	1,340.00	19,568.83	
04/07/2009	SERVICES	WRIGHT, DWAYNE	800.00	4,800.00	
03/31/2009	SUPPLIER	WYLIE MANUFACTURING CO	234.17	234.17	
04/07/2009	SUPPLIER	WYLIE MANUFACTURING CO	102.28	336.45	
04/03/2009	TOLL ROAD	ZIMMERMAN, JOE R	450.00		Note: 4
03/31/2009	INDIGENT DEFENSE	ZUNIGA, CARTER, MORALES, MCCAL	1,760.00	6,667.50	
04/07/2009	INDIGENT DEFENSE	ZUNIGA, CARTER, MORALES, MCCAL	4,126.00	10,793.50	
			7,894,698.74		

Note: Checks released prior to 4/7/09 for the following disbursements:
(1): Registry, Cash Bond, and Fee Officer Payments of $207,456.58
(2): Payroll and Employee Benefits Payments of $1,846,364.22
(3): Time Sensitive Payments $570,476.07
(4): Toll Road Operations Payments of $780,996.26
(5): Juror Payments of $18,250

Total Payments less time sensitive payments $7,324,222.67

IN THE MATTER OF ~~APPROVING~~ Ratify BILLS FOR FORT BEND COUNTY FOR THE FISCAL YEAR 2009

On this the 7th day of April, ~~2008~~ 2009 at a regular session of Commissioners' Court with the following present:

County Judge
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4

Now, therefore, be it resolved upon the motions of Commissioner Morrison and seconded by Commissioner Patterson, duly put and carried, it is ordered that the bills be approved in the amount up to $ 570,476.07 as presented by Robert Ed Sturdivant, County Auditor.

*******APPROVED*******

County Auditor

Date: _____

Time Reconvened: _____

Time Adjourned or Recessed: _____

4-7-09
#34A

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

ORDER AUTHORIZING SETTLEMENT OF CLAIM

On this 7 day of April 2009, the Commissioners Court of Fort Bend County, Texas, being convened at a regular meeting of the Court, sitting as the governing body of Fort Bend County, upon motion of Commissioner Meyers, seconded by Commissioner Patterson, duly put and carried,

IT IS HEREBY ORDERED that:

The County Attorney is hereby authorized to negotiate the complete terms and provisions for the full and final settlement of:

Cause No. 32,983; The State of Texas and Fort Bend County, vs. Asgor, Ltd., et al.; In the County Court at Law Number Three (3) of Fort Bend County, Texas.

The County Judge is hereby authorized to execute and deliver the settlement agreement recommended for approval by the County Attorney in the above referenced case, and to approve such terms and provisions for the full and final settlement of all claims set forth therein.

IT IS FURTHER ORDERED THAT FUND ACCOUNT

_____ BE DESIGNATED AS THE FUNDING SOURCE.

FORT BEND COUNTY

Robert E. Hebert, County Judge

ATTEST:

Dianne Wilson, County Clerk

WHV:am

4-30-09 orig. ret. to Angela at Co. Attorney

Property Acquisition Services, Inc.

April 15, 2009

Paulette Batts
Executive Assistant
Fort Bend County Engineering
1124 Blume Road
Rosenberg, Texas 77471

AGENDA ITEM
39B 1)
Parcel 4

Re: Katy Flewellen Project - Parcel 4 – I-10 Poorman Investments, Inc.

Dear Ms. Batts:

Please find enclosed the following referenced documents for signature and your review:

- Original Check Request
- Original Deed for County Attorney Review
- Original Settlement Statement
- Original Title Company Disclosure:
  - → Waiver of Inspection & Disclosure to Owner
  - → Tax Agreement
  - → Buyer Correspondence Information Form
  - → Affidavit as to Debts, Liens, & Possession

At this time, we ask that the County have both settlement statements and supporting documents executed for processing. Once these agreements are signed and the check requested processed, my office will pick up all documents from you and deliver all original documents along with the check to the title company for closing.

Thank you for your attention to this matter and please contact me at (281) 343-7171 if I can answer any questions or be of further assistance.

Sincerely,

Shelly for Mark Davis
Project Manager

Enclosures

Approved by Commissioners Court 4/20/09

4-21-09 copy received

19855 Southwest Freeway, Suite 200, Sugar Land, TX 77479 ◆ Office: 281-343-7171 ◆ Fax: 281-343-8181

FORT BEND COUNTY
REQUEST FOR CHECK

Date Requested:	April 14, 2009
Check Needed By:	**ASAP**
Fort Bend County P.O. No.:	_____
Vendor:	**Property Acquisition Services, Inc.**
Address:	19855 Southwest Freeways, Suite 200 Sugar Land, TX 77479 Office (281) 343-7171
Project Location:	Katy Flewellen
Payee:	**Stewart Title Company**
Payee's Address:	1980 Post Oak Blvd., Suite 110 Houston, TX 77056
Payee's Tax ID/SS #:	On File
Amount of Check:	**$9,287.95**
Description:	**Parcel 4-** I-10 Poorman Investments, Inc. 0.1255 acres, James Conner Survey, A 157
Comments:	**PLEASE RETURN CHECK TO PAULETTE BATTS**

Requested By: _____
Mark Davis

WARRANTY DEED

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

THAT THE UNDERSIGNED, **I-10 POORMAN INVESTMENTS, INC., a Texas corporation**, hereinafter called "Grantor", whether one or more, for an in consideration of the sum of EIGHT THOUSAND SEVEN HUNDRED FORTY NINE DOLLARS ($8,749.00) cash, and other good and valuable consideration paid to Grantor by the County of Fort Bend, hereinafter called Grantee, whether one or more, whose mailing address is 301 Jackson St., Richmond, TX 77469 and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby GRANT, SELL and CONVEY unto Grantee, the real property described on attached Exhibit "A", incorporated herein and made a part hereof for all purposes, together with (i) any and all appurtenances belonging or appertaining thereto; (ii) any and all improvements located thereon; (iii) any and all appurtenant easements or rights of way affecting said real property and any of Grantor's rights to use same; (iv) any and all rights of ingress and egress to and from said real property and any of Grantor's rights to use same; (v) any and all mineral rights and interests of Grantor relating to said real property (present or reversionary); (vi) any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other utility facilities to the extent same pertain to or benefit said real property or the improvements located thereon, including without limitation, all reservations of or commitments or letters covering any such use in the future, whether now owned or hereafter acquired; (vii) any and all rights and interests of Grantor in and to any leases covering all or any portion of said real property; and (viii) all right, title and interest of Grantor, if any, in and to (a) any and all roads, streets, alleys and ways (open or proposed) affecting, crossing fronting or bounding said real property, including any awards made or to be made relating thereto including, without limitation, any unpaid awards or damages payable by reason of damages thereto or by reason of widening or of changing of the grade with respect to same, (b) any and all strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to said real property (whether owned or claimed by deed, limitations or otherwise), (c) any and all air rights relating to said real property and (d) any and all reversionary interests in and to said real property (said real property together with any and all of the related improvements, appurtenances, rights and interests referenced in items (i) through (viii) above are herein collectively referred to as the "Property").

This conveyance, however, is made and accepted subject to the following matters, to the extent same are in effect at this time;: any and all restrictions, covenants, assessments, reservations, outstanding mineral interests held by third parties, conditions, and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect and shown of record in the hereinabove mentioned County and State or to the extent that they are apparent upon reasonable inspection of the property; and all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any but only to the extent they are still in effect and relating to the hereinabove described property.

TO HAVE AND TO HOLD the Property together with all singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, subject to the matters herein stated: and Grantor does hereby bind itself and its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantor hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of as to or concerning (a) the nature and condition of the Property or other items conveyed hereunder, including, without limitation, the water, soil and geology, the suitability thereof and of the Property or other items conveyed here under for any and all activities and uses which Grantee may elect to conduct thereon, 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; (b) the nature and extent of any right-of-way, lease, possession, lien encumbrance, license, reservation, condition or otherwise; and (c) the compliance of the Property or its operation with any laws, ordinances or regulations of any governmental entity or body. Grantee acknowledges that Grantee has inspected the Property and that Grantee is relying solely on Grantee's own investigation of the same and not any information provided or to be provided by or on behalf of Grantor. Grantee further acknowledges that any information provided with respect to the Property or other items conveyed hereunder was obtained from a variety of sources, and Grantor (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information. This conveyance is made on an "AS IS", "WHERE IS", and "WITH ALL FAULTS" basis and Grantee expressly acknowledges that, except as otherwise specified herein, Grantor has made no warranty or representation, express or implied, or arising by operation of law, including, but not limited to, any warranty of condition, title (expect as specifically set forth and limited in this Deed), habitability, merchantability or fitness for a particular purpose with respect to the Property, all such representations and warranties, as well as any implied warranties being hereby expressly disclaimed.

By Grantee's acceptance of this Deed, Grantee agrees that Grantor shall not be responsible or liable to Grantee for any conditions affecting the Property, as Grantee is purchasing the same 'AS IS", "WHERE IS", and "WITH ALL FAULTS". Grantee or anyone claiming by, through or under Grantee, hereby fully releases Grantor, Grantor's employees officers, directors, representatives, attorneys and agents from any and all claims that Grantee may now have or hereafter acquire against Grantor, and Grantor's employees, officers, directors, representatives, attorneys, and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any conditions affecting the Property. Grantee further acknowledges and agrees that this release shall be given full force and effect according to each of its expressed terms and provisions, including, but not limited to, those relating to unknown and unsuspected claims, damages and causes of action. This covenant releasing Grantor shall be a covenant running with the Property and shall be binding upon Grantee. Grantor hereby assigns without recourse or representation of any nature to Grantee, effective upon the execution and delivery hereof, any and all claims the Grantor may have for any such errors, omissions or defects in the Property. As a material covenant and condition of this conveyance, Grantee agrees that in the event of any defects, or other conditions affecting the Property, Grantee shall look solely to Grantor's predecessors or to such contractors and consultants as may have contracted for work in connection with the Property for any redress or relief. Upon the assignment by Grantor of Grantor's claims, Grantee releases Grantor of all rights, express or implied, Grantee may have against Grantor arising out of or resulting from any defects in the Property. Grantee further understands that some of Grantor's predecessors in interest may be or become insolvent, bankrupt, judgment proof or otherwise incapable of responding in damages, and Grantee may have no remedy against such predecessor, contractors, or consultants.

EXECUTED this _____ day of _____, 2009.

GRANTOR:

I-10 Poorman Investments, Inc.,
a Texas corporation

_____
BY:

_____
Printed Name:

_____
Title:

Acknowledgement

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me in the _____ day of _____, 2009, by _____, the _____ of I-10 Poorman Investments, Inc., a Texas corporation.

_____
NOTARY PUBLIC, STATE OF TEXAS

(SEAL)

_____
PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

_____

After recording please return to:
Property Acquisition Services, Inc.
19855 Southwest Freeway., Suite 200
Sugar Land, TX 77479

EXHIBIT A

County: **Fort Bend**
Road: **Katy-Flewellen**
Project Limits: **Katy-Gaston to Greenbusch**

PROPERTY DESCRIPTION OF PARCEL 4

Being a 0.1255 of one acre (5,468 square feet) parcel of land situated in the James Conner Survey, Abstract 157 in Fort Bend County, Texas, being out of a residue of a called 48.10 acre tract of land conveyed to I-10 Poorman Investments, Inc. as described by deed filed under Clerk's File Number 2003110474 of the Official Public Records of Real property of Fort Bend County, Texas, dated June 19, 2003 said 0.1255 of one acre parcel being more particularly described by metes and bounds as follows:

COMMENCING from a 5/8-iron rod found for the westerly corner of said residue of a called 48.10 acre tract and being the northwesterly corner of a called 11.197 acre tract of land as described by deed filed under Clerk's File Number 2003169333 of the Official Public Records of Real Property of Fort Bend County, Texas, dated November 25, 2003;

THENCE, South 59°48'40" East (called: South 57°46'08" East) along the common line between said residue of a called 48.10 acre tract and said called 11.197 acre tract, a distance of 1,306.85 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for corner, being on the proposed northwesterly right-of-way line of Katy-Flewellen Road (100-foot width) and being the southwesterly corner and POINT OF BEGINNING of the herein described parcel;

1.) THENCE, North 42°49'08" East along said proposed northwesterly right-of-way line of said Katy-Flewellen Road, a distance of 287.38 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for corner, being on the southeasterly corner of Reserve "A" Wood Creek Bend II Street Dedication Plat according to the map or plat thereof filed under Clerk's File Number 20080132 of the Official Plat Records of Fort Bend County, Texas, said map widens the existing right of way width to 100-foot, being on the northerly line of said residue of a called 48.10 acre tract and being the northwesterly corner of the herein described parcel;

2.) THENCE, South 02°25'19" West along the northerly line said residue of a called 48.10 acre tract, a distance of 30.86 feet to a point for corner, being on the existing northwesterly right-of-way line of said Katy-Flewellen Road (80-foot width, F.B.C.C.F No. 2002132067 plat, F.B.C.P.R. Slide No. 2217B plat and a portion where no instrument of record was found), being the northeasterly corner of said residue of a called 48.10 acre tract and being the northeasterly corner of the herein described parcel;

EXHIBIT A

3.) THENCE, South 42°49'08" West (called: South 44°51'10" West) along said existing northwesterly right-of-way line of said Katy-Flewellen Road, a distance of 259.39 feet to a found 5/8-inch iron rod for corner, being the northeasterly corner of aforementioned called 11.197 acre tract, being the southeasterly corner of said residue of a called 48.10 of acre tract and being the southeasterly corner of the herein described parcel;

4.) THENCE, North 59°48'40" West (called: North 57°46'08" West) along the common line between said called 11.197 acre tract and said residue of a called 48.10 acre tract, a distance of 20.50 feet to the POINT OF BEGINNING and containing an area of 0.1255 of one acre (5,468 square feet) of land.

This property description was prepared in conjunction with a parcel plat of the same date.

Abstracting was completed in August 2008.

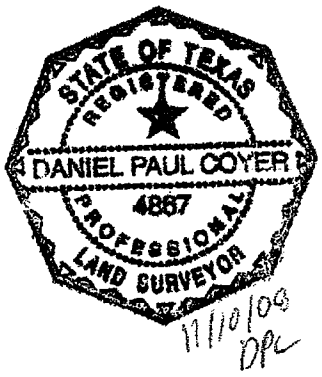
Ground Surveying was completed in September 2008.

The Point of Beginning has coordinates of: X=2,973,982.83 and Y=13,838,079.27.

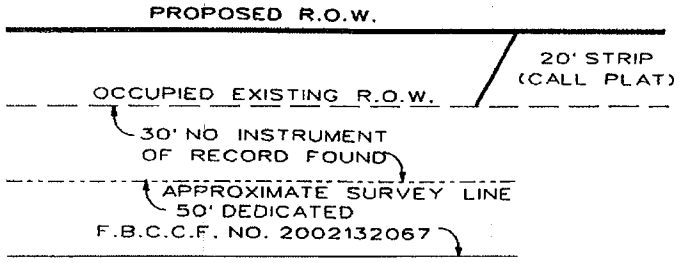
All bearings and coordinates are based on the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983, 1993 adjustment. All distances and coordinates shown are surface and may be converted to grid by multiplying by a combined adjustment factor of 0.999888968.

Daniel Paul Coyer

Daniel Paul Coyer, R.P.L.S
Registered Professional Land Surveyor No. 4867
GeoSurv, Inc. (TSC Surveying Company)
3300 S. Gessner Road, Suite 120
Houston, Texas 77063

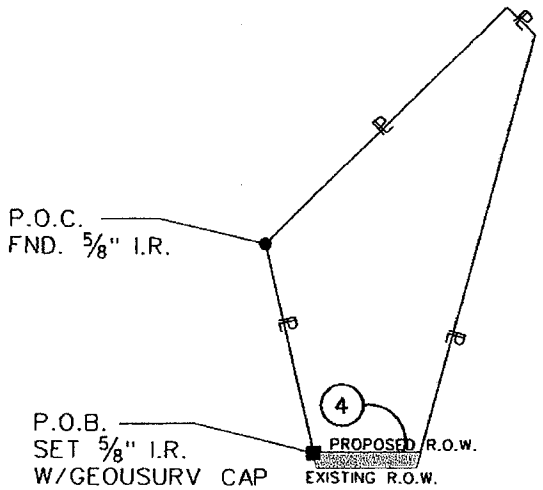


11/10/09 DPC



PROOF OF R.O.W. DETAIL

N.T.S.



KATY FLEWELLEN RD.

PARENT TRACT INSET
PARCEL 4
N.T.S.

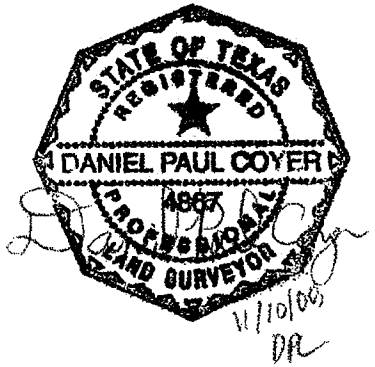
LEGEND

- ■ SET 5/8" I.R. W/GEOSURV CAP
- ● FOUND PROPERTY CORNER UNLESS OTHERWISE NOTED
- ○ POINT
- ℄ PROPERTY LINE

NOTES:

1. ALL BEARINGS AND SURFACE COORDINATES ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983(NAD 83), TEXAS SOUTH CENTRAL ZONE 4204, EPOCH DATE 2001.00. THE HORIZONTAL CONTROL WAS ESTABLISHED UTILIZING GPS STATIC METHODS WITH THE GPS VECTORS BEING PROCESSED TO NGS CORS INFORMATION.

2. ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 0.999888968.



TAKING

AREA WITHIN OCCUPIED R.O.W.	=	0.0000 AC. 00,000 S.F.
AREA OUTSIDE OCCUPIED R.O.W.	=	0.1255 AC. 5,468 S.F.
TOTAL AREA	=	0.1255 AC. 5,468 S.F.

EXISTING ACRES	TAKING ACRES/ S.F.	REMAINDER ACRES
48.10	0.1255 5,468	47.9745

PARCEL 4
PAGE 3 OF 4

GeoSurv
Mapping and Surveying
3300 S. Gessner Rd., Suite 120
Houston, Texas 77063
Tel. 713-784-4666 Fax: 713-784-0900

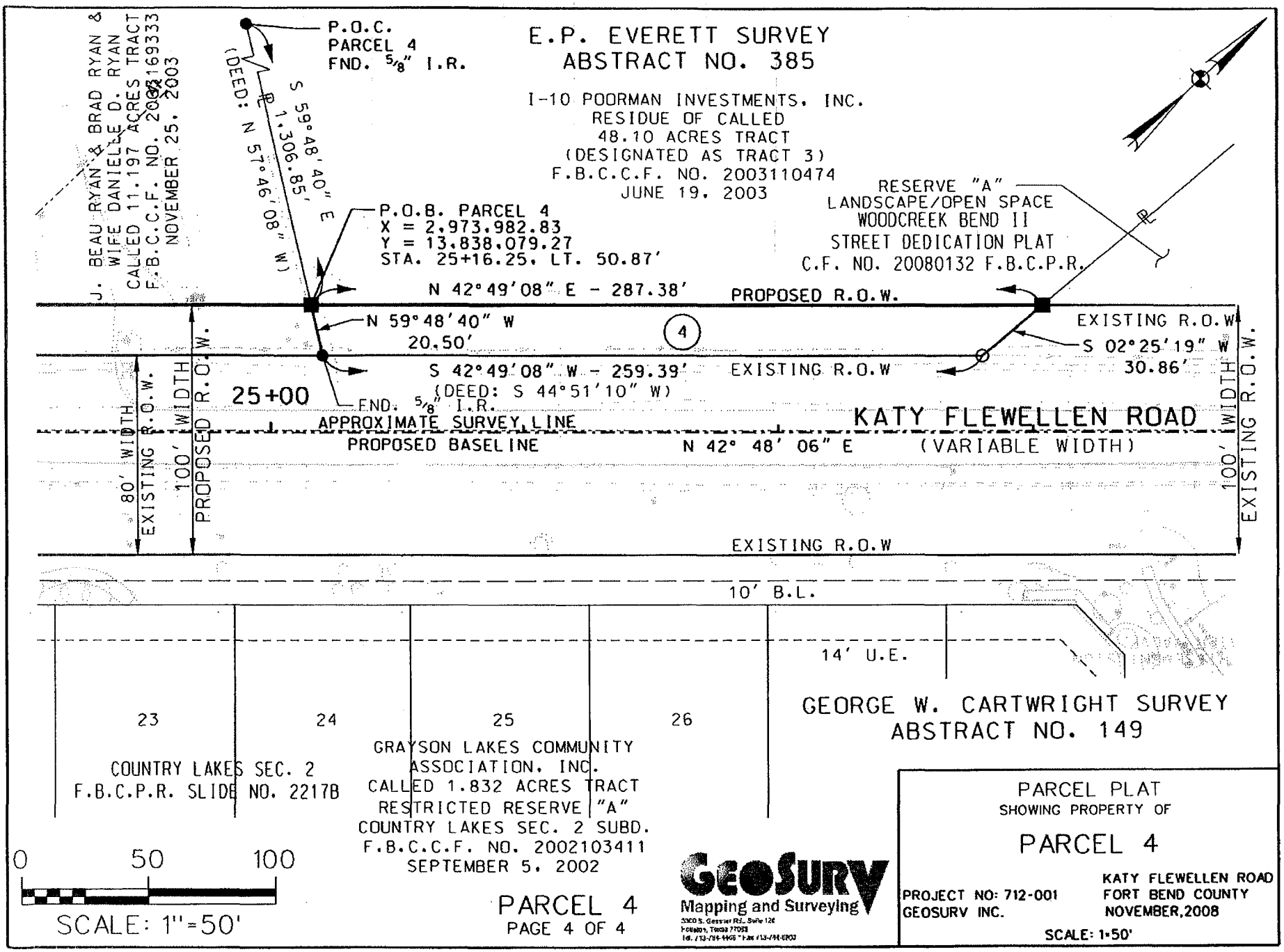
PARCEL PLAT
SHOWING PROPERTY OF

PARCEL 4

KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER, 2008

PROJECT NO: 712-001
GEOSURV INC.

SCALE: 1-50'



PARCEL 4
PAGE 4 OF 4

GEOSURV
Mapping and Surveying
5300 S. Gessner Rd., Suite 126
Houston, Texas 77036
Tel. 713-784-4400 Fax 713-784-4800

PARCEL PLAT
SHOWING PROPERTY OF

PARCEL 4

PROJECT NO: 712-001
GEOSURV INC.

KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER, 2008

SCALE: 1"=50'

A. U.S.DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT	B.TYPE OF LOAN	OMB No. 2502-0265
	1. [ ]FHA 2. [ ]FMHA 3. [ ]CONV. UNINS. 4. [ ]VA 5. [ ]CONV. INS.	
	6. FILE NUMBER: 08301180	7. LOAN NUMBER:
	8. MTG. INS. CASE NO.:	

C.NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("p.o.c.") were paid outside the closing: they are shown here for information purposes and are not included in the totals.

D. NAME OF BORROWER: Fort Bend County

ADDRESS:

E. NAME OF SELLER: I-10 Poorman Investments, Inc.

ADDRESS: SELLER TIN:

F. NAME OF LENDER:

ADDRESS:

G.PROPERTY LOCATION: 0.1255 acres, James Conner Survey, Abstract No. 157
Fort Bend County, Texas
Parcel 4 - Katy Flewellen

H. SETTLEMENT AGENT: STEWART TITLE COMPANY CLOSER: MARC LAROCCA PHONE NUMBER: (713) 627-1310
ADDRESS: 4700 W. SAM HOUSTON PKWY N.
HOUSTON, TEXAS 77041 SETTLEMENT AGENT TIN: 74-0923770

PLACE OF SETTLEMENT: STEWART TITLE COMPANY PHONE NUMBER: (713) 625-8702 I.SETTLEMENT DATE
ADDRESS: 1980 POST OAK BLVD. Closing date:
HOUSTON, TEXAS 77056 Proration date:

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract sales price	8,749.00	401. Contract sales price	8,749.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower(line 1400)	538.95	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid for seller in advance:	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109. Maintenance to		409. Maintenance to	
110. School/Taxes to		410. School/Taxes to	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER:	9,287.95	420. GROSS AMOUNT DUE TO SELLER:	8,749.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money		501. Excess deposit(see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller(line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Commitment Fee		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213. School/Taxes to		513. School/Taxes to	
214.		514. Maintenance to	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER:		520. TOTAL REDUCTION IN AMOUNT:	
300. CASH AT SETTLEMENT FROM/TO BORROWER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross amount due from borrower(line 120)	9,287.95	601. Gross amount due to seller(line 420)	8,749.00
302. Less amounts paid by/for borrower(line 220)		602. Less total reductions in amount due seller(line 520)	
303. CASH [X FROM] [TO] BORROWER:	9,287.95	603. CASH [X TO] [FROM] SELLER:	8,749.00

File 08301180	L. SETTLEMENT CHARGES		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISION Based on $	@	%=		
Division of Commission (line 700) as follows:				
701. $	to			
702. $	to			
703. Commission paid at settlement				
704.				
800. ITEMS PAYABLE IN CONNECTION WITH LOAN.				
801. Loan Origination fee	%			
802. Loan Discount	%			
803. Appraisal fee	to			
804. Credit Report	to			
805. Lender's inspection fee	to			
806. Mortgage Insurance application fee	to			
807. Assumption Fee	to			
808. Commitment Fee	to			
809. FNMA Processing Fee	to			
810. Pictures	to			
811.	to			
812.	to			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE.				
901. Interest from to	@$	/day		
902. Mortgage insurance premium for	mo. to			
903. Hazard insurance premium for	yrs. to			
904. Flood Insurance	yrs. to			
905.				
1000. RESERVES DEPOSITED WITH LENDER				
1001. Hazard Insurance	mo.@$	per mo.		
1002. Mortgage insurance	mo.@$	per mo.		
1003. City property taxes	mo.@$	per mo.		
1004. County property taxes	mo.@$	per mo.		
1005. Annual assessments (Maint.)	mo.@$	per mo.		
1006. School Property Taxes	mo.@$	per mo.		
1007. Water Dist. Prop. Tax	mo.@$	per mo.		
1008. Flood Insurance	mo.@$	per mo.		
1009. Aggregate Accounting Adjustment				
1100. TITLE CHARGES:				
1101. Settlement or closing fee	to			
1102. Abstract or title search	to STEWART TITLE COMPANY		150.00	
1103. Title examination	to			
1104. Title insurance binder	to			
1105. Document preparation	to			
1106. Notary fee	to			
1107. Attorney's fee to	to			
(includes above items No.:				
1108. Title insurance	to STEWART TITLE COMPANY		229.00	
(includes above items No.:)				
1109. Lender's coverage	$			
1110. Owner's coverage 8,749.00	$ 229.00			
1111. Escrow fee	to			
1112. Restrictions	to			
1113. Messenger Fee/Document Delivery	to STEWART TITLE COMPANY		20.00	
1114.	to			
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES				
1201. Recording fees: Deed $ 40.00	Mrtg $	Rel. $ 30.00	70.00	
1202. City/county tax/stamps: Deed $	Mrtg $			
1203. State tax/stamps: Deed $	Mrtg $			
1204. Tax certificates	to STEWART TITLE COMPANY		64.95	
1205.	to			
1206. State of Texas Policy Gty Fee	to STEWART TITLE POLICY GUARANTY FEE		5.00	
1300. ADDITIONAL SETTLEMENT CHARGES				
1301. Survey	to			
1302. Pest inspection	to			
1303.	to			
1304.	to			
1305.	to			
1400. TOTAL SETTLEMENT CHARGES (entered on lines 103, Section J and 502, Section K)			538.95	

CERTIFICATION: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

Borrowers

Sellers

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent

Date

SEE PAGE 3 FOR SIGNATURES, IF APPLICABLE

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18: U.S. Code Section 1001 and Section 1010.

Page 3 to be affixed to
HUD-1 Settlement Statement
GF No. 08301180

CERTIFICATION

Seller's and Purchaser's signature hereon acknowledges his/their approval of tax prorations and signifies their understanding that prorations were based on taxes for the preceding year or estimates for the current year, and in the event of any change for the current year, all necessary adjustments must be made between Seller and Purchaser; likewise any default in delinquent taxes will be reimbursed to Title Company by the Seller.

Title Company, in its capacity as Escrow Agent, is and has been authorized to deposit all funds it receives in this transaction in any financial institution, whether affiliated or not. Title Company shall not be liable for any interest or other charges on the earnest money and shall be under no duty to invest or reinvest funds held by it at any time. Seller and Purchasers hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Title Company has or may have other banking relationships and further consent to the retention by Title Company and/or its affiliates of any and all benefits (including advantageous interest rates on loans) Title Company and/or its affiliates may receive from such financial institutions by reason of their maintenance of said escrow accounts.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

SELLER(S):

I-10 POORMAN INVESTMENTS, INC.

By: _____
Name: _____
Title: _____

PURCHASER (S):

FORT BEND COUNTY

By: _____
Judge Robert E. Hebert
Fort Bend County Judge
4-20-09

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

STEWART TITLE OF HOUSTON

By: _____
Marc LaRocca, Commercial Escrow Officer
Settlement Agent

Date _____

WARNING:
It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

WAIVER OF INSPECTION AND DISCLOSURE NOTICE

RE: Stewart Title of Houston GF No. 08301180;

Brief Description of Property - PARCEL 4 (KATY FLEWELLEN)

Being a 0.1255 of one acre (5,464 square feet) parcel of land situated in the James Conner Survey, Abstract 157 in Fort Bend County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

THE UNDERSIGNED BUYER/BORROWER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING NOTICE FROM STEWART TITLE COMPANY PRIOR TO CLOSING:

1. Waiver of Inspection.

You may refuse to accept an exception to "Rights of Parties in Possession." "Rights of Parties in Possession" means one or more persons who are themselves actually physically occupying the land or a portion thereof under a claim of right which may be adverse to the record owner of the land as shown in Schedule A of the Commitment. The Company may require an inspection and additional charge for reasonable and actual costs to inspect, and may make additional exceptions for matters the inspection reveals. If you do not delete this paragraph, you consent to this exception and waive inspection of the land.
YOU MAY REFUSE TO ACCEPT THIS EXCEPTION BY MARKING OUT THIS PARAGRAPH 1AND

PAYING THE ADDITIONAL COSTS INVOLVED.

2. Receipt of Commitment.

You acknowledge having received and reviewed a copy of the Title Commitment issued in connection with this transaction. You understand that your Owner Policy will contain the exceptions set forth in Schedule B, and any unresolved items set forth in Schedule C of the Commitment, and any additional exceptions to title resulting from the documents involved in this transaction, and any additional exceptions reflected by an exhibit attached hereto.

3. Survey.

If we have been furnished with a current survey of the subject property acceptable to us, you may request amendment of the "Area and Boundary Exception" to read "Shortages in Area." The Area and Boundary Exceptions is as follows: "Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements." You must furnish a current survey. The survey must be acceptable to the Company. You also must pay an additional premium equal to 15% of the basic premium charge. The Company may make additional exceptions for items shown on the survey.
YOU MAY REQUIRE AMENDMENT OF THE AREA AND BOUNDARY EXCEPTION BY MARKING

OUT THIS PARAGRAPH 3 AND BY COMPLYING WITH ITS PROVISIONS BEFORE COMPLETION

OF THIS CLOSING.

4. Arbitration.

This Paragraph 4 does not apply to the Residential Owner Policy (T-1R), and if applicable the parties must later agree to arbitrate under such policy if the land covers a one to four family residential property or condominium unit.

If this is not residential, as stated above, you may require deletion of the arbitration provision of the Owner Policy. If you do not delete this provision, either you or the Company may require arbitration, if the law allows. There is no charge to delete this provision.

IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 4.

5. Notice.

You may wish to consult an attorney to discuss matters shown in Schedule B and C of the Commitment. These matters will affect your title and use of your land. Your Title Insurance Policy will be a legal contract between you and the Company. The Commitment and Policy are not abstracts of title, title reports or representations of title. They are contracts of indemnity. We do not represent that your intended use of the property is allowed under the law or in the restrictions on your land.

ACKNOWLEDGED as of 20 April, 2009.

FORT BEND COUNTY

By: _____

Judge Robert E. Hebert
Fort Bend County Judge

TAX AGREEMENT

Stewart Title Company
Houston, Texas

GF#08301180

Brief Description of Property - PARCEL 4 (KATY FLEWELLEN)

Being a 0.1255 of one acre (5,464 square feet) parcel of land situated in the James Conner Survey, Abstract 157 in Fort Bend County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

We, the undersigned, hereby acknowledge that the taxes WERE NOT prorated in the above captioned file at the time of closing.

The Seller(s) acknowledge that they are responsible for all taxes prior to the date of closing. Should it develop at a later date that taxes, other than those collected, are due for prior years, Seller(s) agree to make full settlement to Stewart Title Company, upon notification.

SELLER recognizes their responsibility for current year taxes. Further, SELLER agrees to contact all taxing authorities to notify them of the change in ownership of subject property to assure proper receipt of future tax notice.

By the execution hereof, Buyer(s) and Seller(s) acknowledge that: (1) the tax information obtained by Stewart Title Company was procured only for the benefit of Stewart Title Company and only for the purpose of determining the insurability of the property, (ii) that no party other than Stewart Title Company is entitled to rely on such information, and (iii) that the tax information and prorations have been provided to the Buyer(s), Seller(s), and Lender(s) as a courtesy only. Buyer and Seller hereby release Stewart Title Company from all liability and claims for damages resulting from proration of taxes in this transaction.

We agree that Stewart Title Company shall not be held responsible for such tax prorations in any event.

SELLER(S):

I-10 POORMAN INVESTMENTS, INC.

By: _____
Name: _____
Title: _____

PURCHASER (S):

FORT BEND COUNTY

By: _____
Judge Robert E. Hebert
Fort Bend County Judge

4-20-09

STEWART TITLE

BUYER CORRESPONDENCE INFORMATION FORM

GF NO. 07126526

All correspondence in connection with this transaction should be addressed to:

Property Acquisition Services, Inc.
19855 Southwest Freeway, Suite 200
Sugar Land, Texas 77479
Attention: Shelly Johnson

PHONE NUMBER: 281-343-7171

E-MAIL ADDRESS: sjohnson@pascorp.com

FORT BEND COUNTY

By: _____ Date: 4-20-09

Judge Robert E. Hebert
Fort Bend County Judge

AFFIDAVIT AS TO DEBTS, LIENS AND POSSESSION

RE: Stewart Title of Houston GF No. 08301180

Brief Description of Property - PARCEL 4 (KATY FLEWELLEN)

Being a 0.1255 of one acre (5,464 square feet) parcel of land situated in the James Conner Survey, Abstract 157 in Fort Bend County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

BEFORE ME, the undersigned authority, on this day personally appeared
I-10 POORMAN INVESTMENTS, INC.
Owner/Seller

known to me to be the person(s) whose name(s) are subscribed hereto and upon his/her oath deposes and says:

1. No proceedings in bankruptcy or receivership have been instituted by or against him/her or the entity which they represent in the subject transaction.

2. If acting in their individual capacity, that there has been no change in their marital status since acquiring the subject property.

3. There exists no unpaid debts for lighting fixture, plumbing, water heaters, air conditioning, kitchen equipment, carpeting, fences, roofing, street paving, or any other form of personal or fixture items that are located on the subject property whether secured by financing statements, security agreements or otherwise, except the following:_____.

4. There are no loans, unpaid judgments, or liens of any kind, including federal and/or state liens, and no unpaid association fees or governmental taxes, charges or assessments of any kind affecting the subject property except:_____.

5. All labor and material costs associated with any improvements on the subject property have been paid, and there are now no claims for unpaid labor or material costs for the construction of improvements affecting the subject property except:_____.

6. There are no leases, contracts to sell the land, rights of first refusal, or parties in possession other than the party making this Affidavit, except for:_____.

7. If this involves a sale, the Seller is not a non-resident alien, foreign corporation, foreign trust, foreign estate or other foreign entity as defined by the Internal Revenue Service. The **Seller's United States Employer's tax identification number or Social Security Number is:** _____. This information may be disclosed to the Internal Revenue Service, and is furnished to the Buyer to inform the Buyer that withholding of tax on this sale is not required under Section 1445 of the Internal Revenue Code.

8. Except as specifically disclosed herein, the party making this Affidavit agrees to pay on demand any and all amounts secured by any liens, claims, or rights which currently apply to the subject property or are subsequently established against the subject property, and which were created by or known to the undersigned, or have an inception date prior to the closing of this transaction and the recording of the deed and mortgage.

9. The party making this Affidavit hereby acknowledges and agrees that the Buyer/Borrower/Purchaser, Lender, and/or Title Company are relying on the truth of the statements and information contained herein, and would not purchase, lend money thereon or issue title policies unless said statements, information and representations were accurately made. If the party for whom I am making this Affidavit is an entity, I hereby represent that I have authority to sign this Affidavit on behalf of such entity.

IT IS SPECIALLY UNDERSTOOD AND AGREED THAT ANY AND ALL SPACES ON THIS FORM THAT I HAVE NOT COMPLETED OR OTHERWISE LEFT BLANK ARE THEREBY INTENDED TO STATE "NONE" OR "NOT APPLICABLE" AS THE CASE MAY BE.

IN WITNESS WHEREOF I/we have signed my/our name(s):

I-10 POORMAN INVESTMENTS, INC.

By: _____
Name: _____
Title: _____

SWORN TO AND SUBSCRIBED before me the undersigned authority, on this _____ day of

_____, 2009.

_____
Notary Public in and for
The State of Texas

Property Acquisition Services, Inc.

April 9, 2009

Paulette Batts
Executive Assistant
Fort Bend County Engineering
1124 Blume Road
Rosenberg, Texas 77471

4-7-09
AGENDA ITEM
39 B 1 Parcel 8

Re: Katy Flewellen Project - Parcel 8 – Antonios & Stavrolua Tsounakas

Dear Ms. Batts:

Please find enclosed the following referenced documents for signature and your review:

- Original Check Request
- Original Deed for County Attorney Review
- Original Title Company Documents/Disclosures:
  - → Settlement Statement
  - → Waiver of Inspection & Disclosure to Owner
  - → Tax Agreement
  - → Buyer Correspondence Information Form
  - → Info for Real Estate 1099-S Report Filing
  - → Affidavit as to Debts, Liens, & Possession

At this time, we ask that the County have the settlement statement and supporting documents executed for processing. Once these agreements are signed and the check request processed, my office will pick up all documents from you and deliver all original documents along with the check to the title company for closing.

Thank you for your attention to this matter and please contact me at (281) 343-7171 if I can answer any questions or be of further assistance.

Sincerely,

Mark Davis
Project Manager

Enclosures

Approved as to Form by County Attorney's Office 4/10/09

4-24-09 copy received

19855 Southwest Freeway, Suite 200, Sugar Land, TX 77479 • Office: 281-343-7171 • Fax: 281-343-8181

FORT BEND COUNTY
REQUEST FOR CHECK

Date Requested:	April 9, 2009
Check Needed By:	**ASAP**
Fort Bend County P.O. No.:	_____
Vendor:	**Property Acquisition Services, Inc.**
Address:	19855 Southwest Freeways, Suite 200 Sugar Land, TX 77479 Office (281) 343-7171
Project Location:	Katy Flewellen
Payee:	**Stewart Title Company**
Payee's Address:	1980 Post Oak Blvd., Suite 110 Houston, TX 77056
Payee's Tax ID/SS #:	On File
Amount of Check:	**$90,441.95**
Description:	**Parcel 8**- Antonios & Stavrolua Tsounakas 0.9383 acres, John McKnight Survey, A 292
Comments:	
	PLEASE RETURN CHECK TO PAULETTE BATTS

Requested By: _____

for Mark Davis

WARRANTY DEED

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

THAT THE UNDERSIGNED, **ANTONIOS TSOUNAKAS and wife, STAVROLUA TSOUNAKAS**, hereinafter called "Grantor", whether one or more, for an in consideration of the sum of EIGHTY NINE THOUSAND FIVE HUNDRED DOLLARS ($89,500.00) cash, and other good and valuable consideration paid to Grantor by the County of Fort Bend, hereinafter called Grantee, whether one or more, whose mailing address is 301 Jackson St., Richmond, TX 77469 and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby GRANT, SELL and CONVEY unto Grantee, the real property described on attached Exhibit "A", incorporated herein and made a part hereof for all purposes, together with (i) any and all appurtenances belonging or appertaining thereto; (ii) any and all improvements located thereon; (iii) any and all appurtenant easements or rights of way affecting said real property and any of Grantor's rights to use same; (iv) any and all rights of ingress and egress to and from said real property and any of Grantor's rights to use same; (v) any and all mineral rights and interests of Grantor relating to said real property (present or reversionary); (vi) any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other utility facilities to the extent same pertain to or benefit said real property or the improvements located thereon, including without limitation, all reservations of or commitments or letters covering any such use in the future, whether now owned or hereafter acquired; (vii) any and all rights and interests of Grantor in and to any leases covering all or any portion of said real property; and (viii) all right, title and interest of Grantor, if any, in and to (a) any and all roads, streets, alleys and ways (open or proposed) affecting, crossing fronting or bounding said real property, including any awards made or to be made relating thereto including, without limitation, any unpaid awards or damages payable by reason of damages thereto or by reason of widening or of changing of the grade with respect to same, (b) any and all strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to said real property (whether owned or claimed by deed, limitations or otherwise), (c) any and all air rights relating to said real property and (d) any and all reversionary interests in and to said real property (said real property together with any and all of the related improvements, appurtenances, rights and interests referenced in items (i) through (viii) above are herein collectively referred to as the "Property").

This conveyance, however, is made and accepted subject to the following matters, to the extent same are in effect at this time;: any and all restrictions, covenants, assessments, reservations, outstanding mineral interests held by third parties, conditions, and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect and shown of record in the hereinabove mentioned County and State or to the extent that they are apparent upon reasonable inspection of the property; and all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any but only to the extent they are still in effect and relating to the hereinabove described property.

TO HAVE AND TO HOLD the Property together with all singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, subject to the matters herein stated: and Grantor does hereby bind itself and its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantor hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of as to or concerning (a) the nature and condition of the Property or other items conveyed hereunder, including, without limitation, the water, soil and geology, the suitability thereof and of the Property or other items conveyed here under for any and all activities and uses which Grantee may elect to conduct thereon, 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; (b) the nature and extent of any right-of-way, lease, possession, lien encumbrance, license, reservation, condition or otherwise; and (c) the compliance of the Property or its operation with any laws, ordinances or regulations of any governmental entity or body. Grantee acknowledges that Grantee has inspected the Property and that Grantee is relying solely on Grantee's own investigation of the same and not any information provided or to be provided by or on behalf of Grantor. Grantee further acknowledges that any information provided with respect to the Property or other items conveyed hereunder was obtained from a variety of sources, and Grantor (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information. This conveyance is made on an "AS IS", "WHERE IS", and "WITH ALL FAULTS" basis and Grantee expressly acknowledges that, except as otherwise specified herein, Grantor has made no warranty or representation, express or implied, or arising by operation of law, including, but not limited to, any warranty of condition, title (expect as specifically set forth and limited in this Deed), habitability, merchantability or fitness for a particular purpose with respect to the Property, all such representations and warranties, as well as any implied warranties being hereby expressly disclaimed.

By Grantee's acceptance of this Deed, Grantee agrees that Grantor shall not be responsible or liable to Grantee for any conditions affecting the Property, as Grantee is purchasing the same 'AS IS", "WHERE IS", and "WITH ALL FAULTS". Grantee or anyone claiming by, through or under Grantee, hereby fully releases Grantor, Grantor's employees officers, directors, representatives, attorneys and agents from any and all claims that Grantee may now have or hereafter acquire against Grantor, and Grantor's employees, officers, directors, representatives, attorneys, and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any conditions affecting the Property. Grantee further acknowledges and agrees that this release shall be given full force and effect according to each of its expressed terms and provisions, including, but not limited to, those relating to unknown and unsuspected claims, damages and causes of action. This covenant releasing Grantor shall be a covenant running with the Property and shall be binding upon Grantee. Grantor hereby assigns without recourse or representation of any nature to Grantee, effective upon the execution and delivery hereof, any and all claims the Grantor may have for any such errors, omissions or defects in the Property. As a material covenant and condition of this conveyance, Grantee agrees that in the event of any defects, or other conditions affecting the Property, Grantee shall look solely to Grantor's predecessors or to such contractors and consultants as may have contracted for work in connection with the Property for any redress or relief. Upon the assignment by Grantor of Grantor's claims, Grantee releases Grantor of all rights, express or implied, Grantee may have against Grantor arising out of or resulting from any defects in the Property. Grantee further understands that some of Grantor's predecessors in interest may be or become insolvent, bankrupt, judgment proof or otherwise incapable of responding in damages, and Grantee may have no remedy against such predecessor, contractors, or consultants.

It is understood and agreed that the purchase price has been adjusted by prior negotiation to reflect that all of the subject Property is sold by Grantor and purchased by Grantee subject to the foregoing.

EXECUTED this _____ day of _____, 2009.

GRANTOR:

_____
By: Antonios Tsounakas

_____
By: Stavrolua Tsounakas

Acknowledgement

STATE OF TEXAS

COUNTY OF _____

The foregoing instrument was acknowledged before me in the _____ day of _____, 2009, by Antonios Tsounakas and wife, Stavrolua Tsounakas.

_____
NOTARY PUBLIC, STATE OF TEXAS

(SEAL)

_____
PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

_____

After recording please return to:
Property Acquisition Services, Inc.
19855 Southwest Freeway., Suite 200
Sugar Land, TX 77479

EXHIBIT A

County: **Fort Bend**
Road: **Katy-Flewellen**
Project Limits: **Katy-Gaston to Greenbusch**

PROPERTY DESCRIPTION OF PARCEL 8

Being a 0.9383 of one acre (40,873 square feet) parcel of land situated in the John McKnight Survey, Abstract 292 in Fort Bend County, Texas, being out of a called 15.597 acre tract of land conveyed to Antonios Tsounakas and Wife, Stavroula Tsounakas as described by deed filed under Clerk's File Number 2005009890 of the Official Public Records of Real Property of Fort Bend County, Texas, dated January 21, 2005, said 0.9383 of one acre parcel being more particularly described by metes and bounds as follows:

COMMENCING from a 1/2-inch iron pipe found for the southwesterly corner of said called 15.597 acre tract and being on the northerly line of a residue of a called 248.57 acre tract of land as described by deed file under Clerk's File Number 9770482 of the Official Public Records of Real Property of Fort Bend County, Texas, dated October 28, 1997 and being a northeasterly corner of a called 31.318 acre tract of land as described by deed filed under Clerk's File Number 2003110477 of the Official Public Records of Real Property of Fort Bend County, Texas, dated June 19, 2003;

THENCE, South 46°53'57" East (called North 45°00'01" West) along the common line between said residue of a called 248.57 and said called 15.597 acre tract, a distance of 962.42 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for corner, being on the proposed northwesterly right-of-way line of Katy-Flewellen Road (variable width) and being the southwesterly corner and POINT OF BEGINNING of the herein described parcel;

1.) THENCE, North 42°49'08" East along said proposed northwesterly right-of-way line of said Katy-Flewellen Road, a distance of 817.53 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for corner, being on the southwesterly line of a called 2.40 acre tract of land as described by deed recorded in Volume 433, Page 35 of the Deed Records of Fort Bend County, Texas, dated October 7, 1962, being on the northeasterly line of said called 15.597 acre tract and being the northwesterly corner of the herein described parcel;

EXHIBIT A

2.) THENCE, South 47°07'39" East (called: South 44°52'11" East) along the common line between said called 15.597 acre tract and said called 2.40 acre tract, a distance of 50.00 feet to a P.K.. nail with shiner found for corner, being on the approximate survey line of aforementioned John McKnight Survey located within the occupied right-of-way of said Katy-Flewellen Road (no instrument of record was found), being the southeasterly corner of said called 2.40 acre tract, being the northeasterly corner of said called 15.597 acre tract and being the northeasterly corner of the herein described parcel;

3.) THENCE, South 42°49'08" West (called: South 45°05'23" West, 817.46 feet) along said survey line, a distance of 817.41 feet to a P.K.. nail with shiner for corner, being the northeasterly corner of aforementioned residue of a called 248.57 acre tract, being the southeasterly residue corner of said called 15.597 acre tract and being the southeasterly corner of the herein described parcel;

4.) THENCE, North 47°15'37" West along the common line between said called 15.597 acre tract and said residue of a called 248.57 acre tract, a distance of 50.00 feet to the POINT OF BEGINNING and containing an area of 0.9383 of one acre (40,873 square feet) of land.

This property description was prepared in conjunction with a parcel plat of the same date.

Abstracting was completed in August 2008.

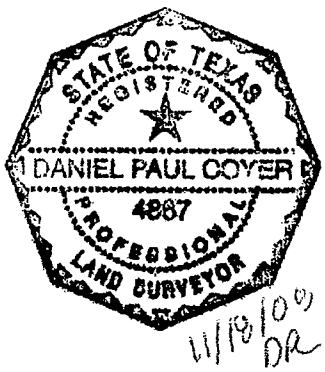
Ground Surveying was completed in September 2008.

The Point of Beginning has coordinates of: X=2,975,381.73 and Y=13,839,588.95.

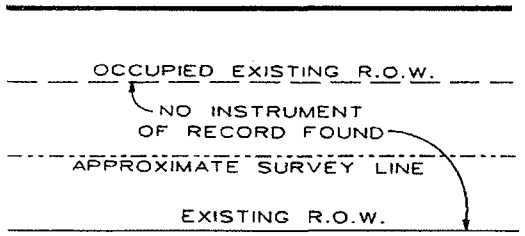
All bearings and coordinates are based on the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983, 1993 adjustment. All distances and coordinates shown are surface and may be converted to grid by multiplying by a combined adjustment factor of 0.999888968.

Daniel Paul Coyer

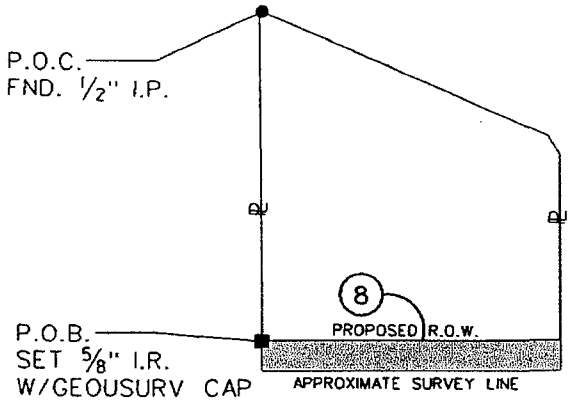
Daniel Paul Coyer, R.P.L.S.
Registered Professional Land Surveyor No. 4867
GeoSurv, Inc. (TSC Surveying Company)
3300 S. Gessner Road, Suite 120
Houston, Texas 77063



11/19/08 DR



PROOF OF R.O.W. DETAIL
N.T.S.



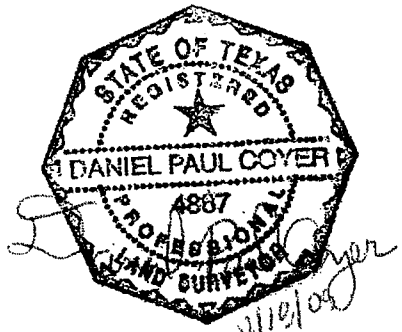
PARENT TRACT INSET
PARCEL 8
N.T.S.

LEGEND

- ■ SET 5/8" I.R. W/GEOSURV CAP
- ● FOUND PROPERTY CORNER UNLESS OTHERWISE NOTED
- ○ POINT
- ℄ PROPERTY LINE

NOTES:
1. ALL BEARINGS AND SURFACE COORDINATES ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983(NAD 83), TEXAS SOUTH CENTRAL ZONE 4204, EPOCH DATE 2001.00. THE HORIZONTAL CONTROL WAS ESTABLISHED UTILIZING GPS STATIC METHODS WITH THE GPS VECTORS BEING PROCESSED TO NGS CORS INFORMATION.

2. ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 0.999888968.



TAKING

AREA WITHIN OCCUPIED R.O.W.	=	0.5666 AC. 24,678 S.F.
AREA OUTSIDE OCCUPIED R.O.W.	=	0.3718 AC. 16,195 S.F.
TOTAL AREA	=	0.9383 AC. 40,873 S.F.

EXISTING ACRES	TAKING ACRES/ S.F.	REMAINDER ACRES
15.597	0.9383 40,873	14.6587

PARCEL 8
PAGE 3 OF 6

GeoSurv
Mapping and Surveying
5300 S. Gessner Rd., Suite 12E
Houston, Texas 77092
tel. 713-784-4400 * fax 713-784-0800

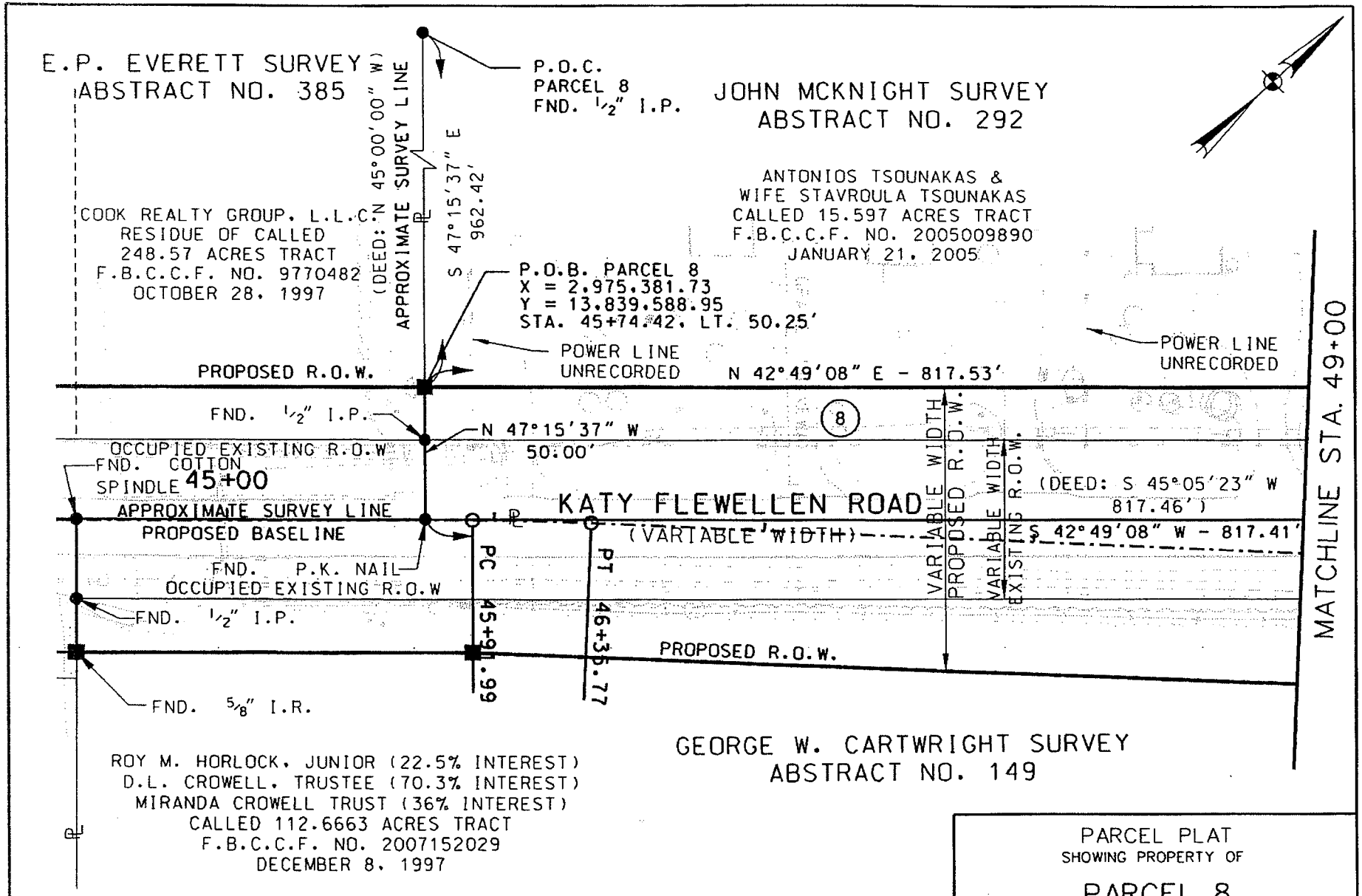
PARCEL PLAT
SHOWING PROPERTY OF

PARCEL 8

KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER, 2008

PROJECT NO: 712-001
GEOSURV INC.

SCALE: 1"=50'



PARCEL 8
PAGE 4 OF 6

GeoSurv
Mapping and Surveying

PARCEL PLAT
SHOWING PROPERTY OF

PARCEL 8

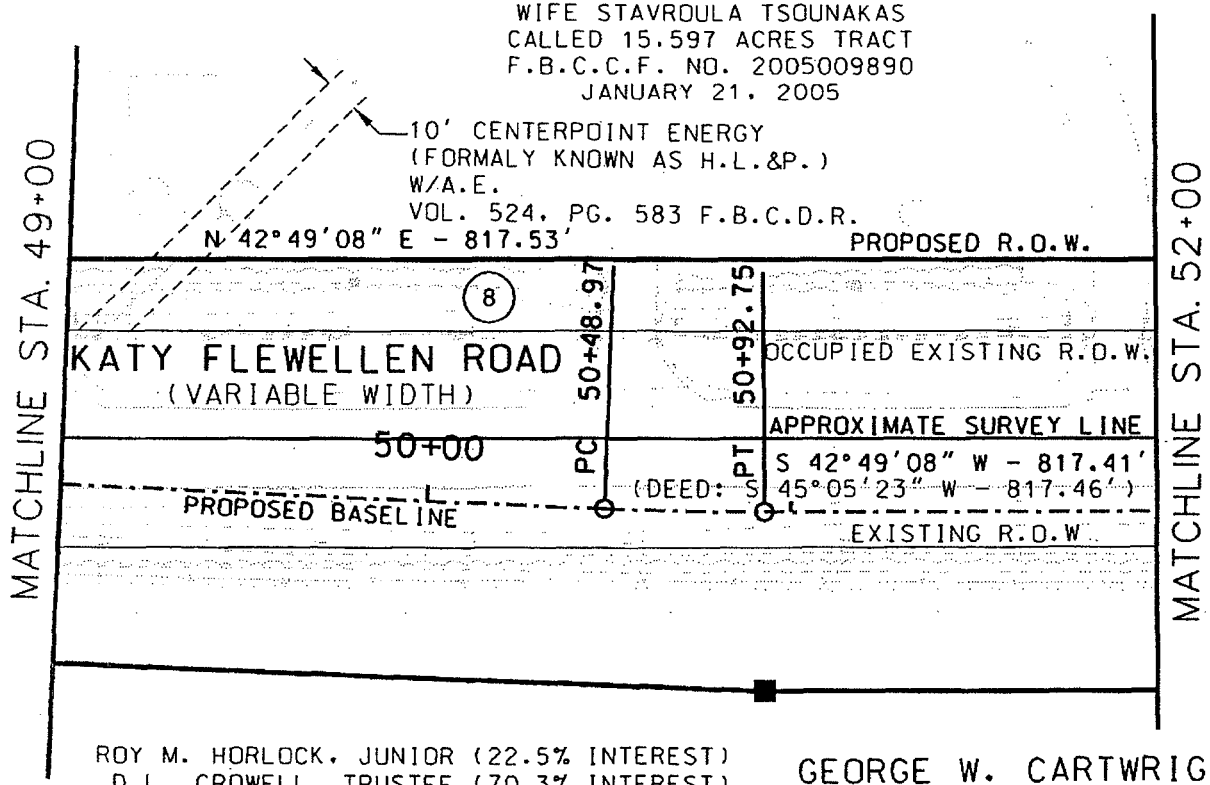
KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER, 2008

PROJECT NO: 712-001
GEOSURV INC.

SCALE: 1-50'

JOHN MCKNIGHT SURVEY
ABSTRACT NO. 292

ANTONIOS TSOUNAKAS &
WIFE STAVROULA TSOUNAKAS
CALLED 15.597 ACRES TRACT
F.B.C.C.F. NO. 2005009890
JANUARY 21, 2005



ROY M. HORLOCK, JUNIOR (22.5% INTEREST)
D.L. CROWELL, TRUSTEE (70.3% INTEREST)
MIRANDA CROWELL TRUST (36% INTEREST)
CALLED 112.6663 ACRES TRACT
F.B.C.C.F. NO. 2007152029
DECEMBER 8, 1997

GEORGE W. CARTWRIGHT SURVEY
ABSTRACT NO. 149

0 50 100
SCALE: 1"=50'

PARCEL 8
PAGE 5 OF 6

GeoSurv
Mapping and Surveying
3000 S. Gessner Rd., Suite 120
Houston, Texas 77063
Tel. 713-784-4400 * Fax 713-784-0800

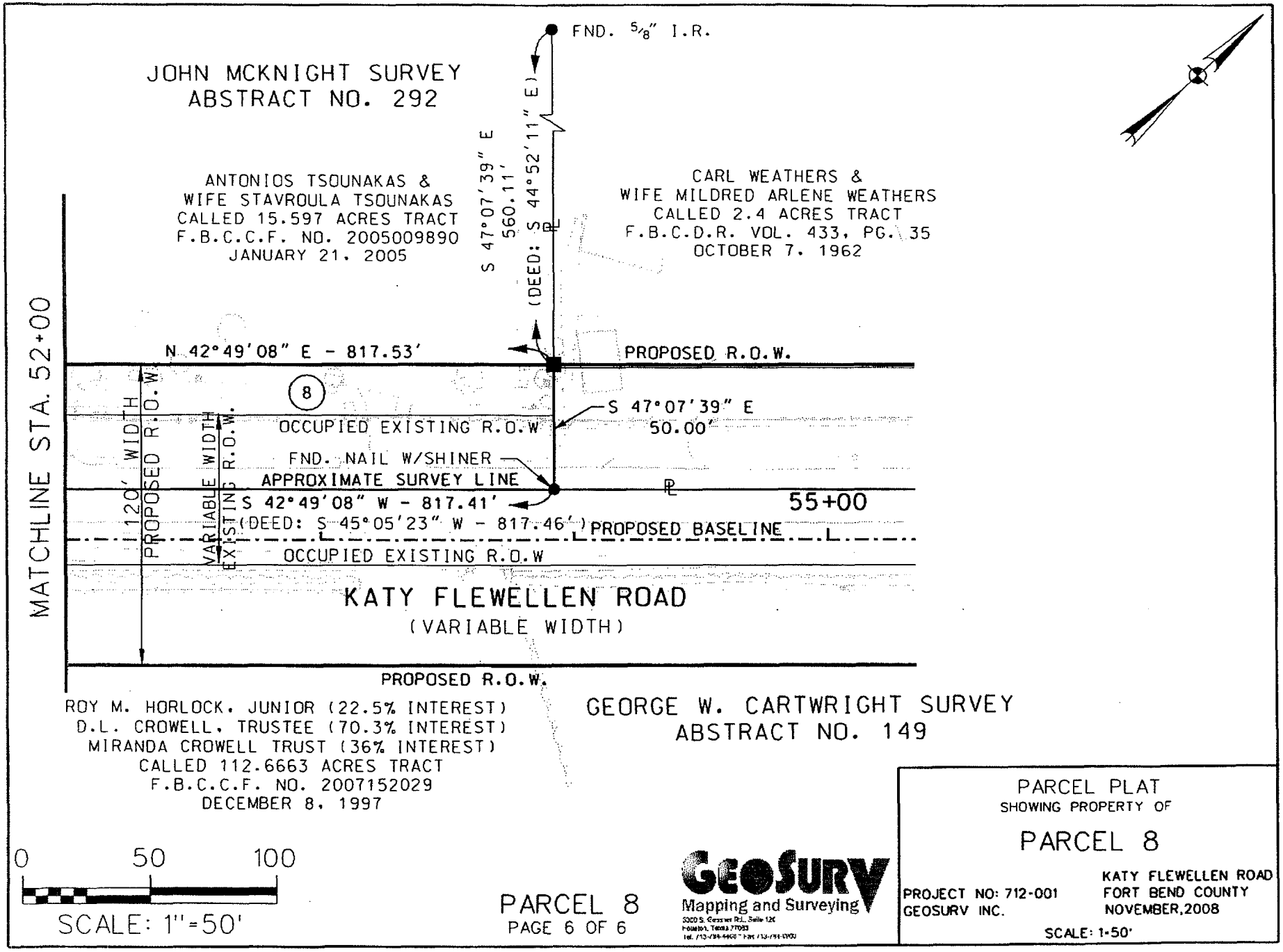
PARCEL PLAT
SHOWING PROPERTY OF

PARCEL 8

KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER, 2008

PROJECT NO: 712-001
GEOSURV INC.

SCALE: 1"=50'



PARCEL 8
PAGE 6 OF 6

GeoSurv
Mapping and Surveying

PARCEL PLAT
SHOWING PROPERTY OF

PARCEL 8

KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER, 2008

PROJECT NO: 712-001
GEOSURV INC.

SCALE: 1"=50'

A. U.S.DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT	B.TYPE OF LOAN	OMB No. 2502-0265
	1. [ ]FHA 2. [ ]FMHA 3. [ ]CONV. UNINS.	
	4. [ ]VA 5. [ ]CONV. INS.	
	6. FILE NUMBER: 09300191	7. LOAN NUMBER:
	8. MTG. INS. CASE NO.:	

C.NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("p.o.c.") were paid outside the closing: they are shown here for information purposes and are not included in the totals.

D. NAME OF BORROWER: Fort Bend County

ADDRESS:

E. NAME OF SELLER: Antonios Tsounakas, Stavrolua Tsounakas

ADDRESS: SELLER TIN:

F. NAME OF LENDER:

ADDRESS:

G.PROPERTY LOCATION: 0.9383 acre parcel out of John McKinght Svy., A-292
Fort Bend County, Texas
Parcel 8 - Greenbusch

H. SETTLEMENT AGENT: STEWART TITLE COMPANY CLOSER: MARC LAROCCA PHONE NUMBER: (713) 627-1310
ADDRESS: 4700 W. SAM HOUSTON PKWY N.
HOUSTON, TEXAS 77041 SETTLEMENT AGENT TIN: 74-0923770

PLACE OF SETTLEMENT: STEWART TITLE COMPANY PHONE NUMBER: (713) 625-8702 I.SETTLEMENT DATE
ADDRESS: 1980 POST OAK BLVD. Closing date: 02/28/09
HOUSTON, TEXAS 77056 Proration date: 02/28/09

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract sales price	89,500.00	401. Contract sales price	89,500.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower(line 1400)	941.95	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid for seller in advance:	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109. Maintenance to		409. Maintenance to	
110. School/Taxes to		410. School/Taxes to	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER:	90,441.95	420. GROSS AMOUNT DUE TO SELLER:	89,500.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money		501. Excess deposit(see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller(line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Commitment Fee		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213. School/Taxes to		513. School/Taxes to	
214.		514. Maintenance to	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER:		520. TOTAL REDUCTION IN AMOUNT:	
300. CASH AT SETTLEMENT FROM/TO BORROWER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross amount due from borrower(line 120)	90,441.95	601. Gross amount due to seller(line 420)	89,500.00
302. Less amounts paid by/for borrower(line 220)		602. Less total reductions in amount due seller(line 520)	
303. CASH [X FROM] [TO] BORROWER:	90,441.95	603. CASH [X TO] [FROM] SELLER:	89,500.00

File 09300191

L. SETTLEMENT CHARGES

	PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISION Based on $ @ % =		
Division of Commission (line 700) as follows:		
701. $ to		
702. $ to		
703. Commission paid at settlement		
704.		
800. ITEMS PAYABLE IN CONNECTION WITH LOAN.		
801. Loan Origination fee %		
802. Loan Discount %		
803. Appraisal fee to		
804. Credit Report to		
805. Lender's inspection fee to		
806. Mortgage Insurance application fee to		
807. Assumption Fee to		
808. Commitment Fee to		
809. FNMA Processing Fee to		
810. Pictures to		
811. to		
812. to		
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE.		
901. Interest from to @$ /day		
902. Mortgage insurance premium for mo. to		
903. Hazard insurance premium for yrs. to		
904. Flood Insurance yrs. to		
905.		
1000. RESERVES DEPOSITED WITH LENDER		
1001. Hazard Insurance mo.@$ per mo.		
1002. Mortgage insurance mo.@$ per mo.		
1003. City property taxes mo.@$ per mo.		
1004. County property taxes mo.@$ per mo.		
1005. Annual assessments (Maint.) mo.@$ per mo.		
1006. School Property Taxes mo.@$ per mo.		
1007. Water Dist. Prop. Tax mo.@$ per mo.		
1008. Flood Insurance mo.@$ per mo.		
1009. Aggregate Accounting Adjustment		
1100. TITLE CHARGES:		
1101. Settlement or closing fee to		
1102. Abstract or title search to		
1103. Title examination to		
1104. Title insurance binder to		
1105. Document preparation to		
1106. Notary fee to		
1107. Attorney's fee to to		
(includes above items No.:		
1108. Title insurance to STEWART TITLE COMPANY	772.00	
(includes above items No.:)		
1109. Lender's coverage $		
1110. Owner's coverage 89,500.00 $ 772.00		
1111. Escrow fee to		
1112. Restrictions to		
1113. Messenger Fee/Document Delivery to STEWART TITLE COMPANY	20.00	
1114. to		
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES		
1201. Recording fees: Deed $ 50.00 Mrtg $ Rel. $ 30.00	80.00	
1202. City/county tax/stamps: Deed $ Mrtg $		
1203. State tax/stamps: Deed $ Mrtg $		
1204. Tax certificates to STEWART TITLE COMPANY	64.95	
1205. to		
1206. State of Texas Policy Gty Fee to STEWART TITLE POLICY GUARANTY FEE	5.00	
1300. ADDITIONAL SETTLEMENT CHARGES		
1301. Survey to		
1302. Pest inspection to		
1303. to		
1304. to		
1305. to		
1400. TOTAL SETTLEMENT CHARGES (entered on lines 103, Section J and 502, Section K)	941.95	

CERTIFICATION: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

Borrowers

Sellers

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent

Date

SEE PAGE 3 FOR SIGNATURES, IF APPLICABLE

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18: U.S. Code Section 1001 and Section 1010.

Page 3 to be affixed to
HUD-1 Settlement Statement
GF No. 09300191

CERTIFICATION

Seller's and Purchaser's signature hereon acknowledges his/their approval of tax prorations and signifies their understanding that prorations were based on taxes for the preceding year or estimates for the current year, and in the event of any change for the current year, all necessary adjustments must be made between Seller and Purchaser; likewise any default in delinquent taxes will be reimbursed to Title Company by the Seller.

Title Company, in its capacity as Escrow Agent, is and has been authorized to deposit all funds it receives in this transaction in any financial institution, whether affiliated or not. Title Company shall not be liable for any interest or other charges on the earnest money and shall be under no duty to invest or reinvest funds held by it at any time. Seller and Purchasers hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Title Company has or may have other banking relationships and further consent to the retention by Title Company and/or its affiliates of any and all benefits (including advantageous interest rates on loans) Title Company and/or its affiliates may receive from such financial institutions by reason of their maintenance of said escrow accounts.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

SELLER(S):

By: _____
Antonios Tsounakas

By: _____
Stavrolua Tsounakas

PURCHASER (S):

FORT BEND COUNTY

By: _____
Judge Robert E. Hebert
Fort Bend County Judge 4-17-09

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

STEWART TITLE OF HOUSTON

By: _____ Date _____
Marc LaRocca, Commercial Escrow Officer
Settlement Agent

WARNING:
It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

WAIVER OF INSPECTION AND DISCLOSURE NOTICE

RE: Stewart Title of Houston GF No. 09300191;

Brief Description of Property: PARCEL 8: Greenbusch, Fort Bend County

Being a 0.9383 of one acre (40,873 square feet) parcel of land, more or less, out of the John McKnight Survey, Abstract No. 292 in Fort Bend County, Texas, and being the same property more fully described by metes and bounds on Exhibit "A" attached hereto.

THE UNDERSIGNED BUYER/BORROWER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING NOTICE FROM STEWART TITLE COMPANY PRIOR TO CLOSING:

1. Waiver of Inspection.

You may refuse to accept an exception to "Rights of Parties in Possession." "Rights of Parties in Possession" means one or more persons who are themselves actually physically occupying the land or a portion thereof under a claim of right which may be adverse to the record owner of the land as shown in Schedule A of the Commitment. The Company may require an inspection and additional charge for reasonable and actual costs to inspect, and may make additional exceptions for matters the inspection reveals. If you do not delete this paragraph, you consent to this exception and waive inspection of the land.
YOU MAY REFUSE TO ACCEPT THIS EXCEPTION BY MARKING OUT THIS PARAGRAPH 1AND

PAYING THE ADDITIONAL COSTS INVOLVED.

2. Receipt of Commitment.

You acknowledge having received and reviewed a copy of the Title Commitment issued in connection with this transaction. You understand that your Owner Policy will contain the exceptions set forth in Schedule B, and any unresolved items set forth in Schedule C of the Commitment, and any additional exceptions to title resulting from the documents involved in this transaction, and any additional exceptions reflected by an exhibit attached hereto.

3. Survey.

If we have been furnished with a current survey of the subject property acceptable to us, you may request amendment of the "Area and Boundary Exception" to read "Shortages in Area." The Area and Boundary Exceptions is as follows: "Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements." You must furnish a current survey. The survey must be acceptable to the Company. You also must pay an additional premium equal to 15% of the basic premium charge. The Company may make additional exceptions for items shown on the survey.
YOU MAY REQUIRE AMENDMENT OF THE AREA AND BOUNDARY EXCEPTION BY MARKING

OUT THIS PARAGRAPH 3 AND BY COMPLYING WITH ITS PROVISIONS BEFORE COMPLETION

OF THIS CLOSING.

4. Arbitration.

This Paragraph 4 does not apply to the Residential Owner Policy (T-1R), and if applicable the parties must later agree to arbitrate under such policy if the land covers a one to four family residential property or condominium unit.

If this is not residential, as stated above, you may require deletion of the arbitration provision of the Owner Policy. If you do not delete this provision, either you or the Company may require arbitration, if the law allows. There is no charge to delete this provision.

IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 4.

5. Notice.

You may wish to consult an attorney to discuss matters shown in Schedule B and C of the Commitment. These matters will affect your title and use of your land. Your Title Insurance Policy will be a legal contract between you and the Company. The Commitment and Policy are not abstracts of title, title reports or representations of title. They are contracts of indemnity. We do not represent that your intended use of the property is allowed under the law or in the restrictions on your land.

ACKNOWLEDGED as of 17 April, 2009.

FORT BEND COUNTY

By: _____
Judge Robert E. Hebert
Fort Bend County Judge

TAX AGREEMENT

Stewart Title Company
Houston, Texas

GF No.: 09300191 – Parcel 8, Greenbusch

Brief Description of Property: PARCEL 8: Greenbusch, Fort Bend County

Being a 0.9383 of one acre (40,873 square feet) parcel of land, more or less, out of the John McKnight Survey, Abstract No. 292 in Fort Bend County, Texas, and being the same property more fully described by metes and bounds on Exhibit "A" attached hereto.

We, the undersigned, hereby acknowledge that the taxes WERE NOT prorated in the above captioned file at the time of closing.

The Seller(s) acknowledge that they are responsible for all taxes prior to the date of closing. Should it develop at a later date that taxes, other than those collected, are due for prior years, Seller(s) agree to make full settlement to Stewart Title Company, upon notification.

SELLER recognizes their responsibility for current year taxes. Further, SELLER agrees to contact all taxing authorities to notify them of the change in ownership of subject property to assure proper receipt of future tax notice.

By the execution hereof, Buyer(s) and Seller(s) acknowledge that: (1) the tax information obtained by Stewart Title Company was procured only for the benefit of Stewart Title Company and only for the purpose of determining the insurability of the property, (ii) that no party other than Stewart Title Company is entitled to rely on such information, and (iii) that the tax information and prorations have been provided to the Buyer(s), Seller(s), and Lender(s) as a courtesy only. Buyer and Seller hereby release Stewart Title Company from all liability and claims for damages resulting from proration of taxes in this transaction.

We agree that Stewart Title Company shall not be held responsible for such tax prorations in any event.

Buyer: **FT. BEND COUNTY**

By: _____
Judge Robert E. Hebert,
Fort Bend County Judge 4-17-09

Seller(s):

By : _____
Antonios Tsounakas

By: _____
Stavrolua Tsounakas

STEWART TITLE

BUYER CORRESPONDENCE INFORMATION FORM

GF NO. 07126526

All correspondence in connection with this transaction should be addressed to:

Property Acquisition Services, Inc.
19855 Southwest Freeway, Suite 200
Sugar Land, Texas 77479
Attention: Shelly Johnson

Is this a temporary address? _____ YES _____ NO

If YES, please indicate until what date: _____

PHONE NUMBER: 281 – 343-7171

E-MAIL ADDRESS: sjohnson@pascorp.com

FORT BEND COUNTY

By: _____ Date: 4-17-09

Judge Robert E. Hebert
Fort Bend County Judge

41/LaRocca

INFORMATION FOR REAL ESTATE 1099-S REPORT FILING

As Required by the Internal Revenue Service

SOLICITATION

Section 6045 of the Internal Revenue Code, as amended by the Tax Reform Act of 1986, requires the reporting of certain information to the IRS on real estate transactions. The information may also be sent to other third parties. You are required by law to provide Stewart title Company with your correct taxpayer identification number. If you do not provide Stewart Title Company with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

File No. 09300191 **Taxpayer I. D. No.** _____

SELLER'S NAME and MAILING ADDRESS

Leslie A. and Antonios Tsounakas

_____

_____

TRANSACTION INFORMATION

Closing Date: _____, _____, 2009

Brief Description of Property: PARCEL 8: Greenbusch, Fort Bend County

Being a 0.9383 of one acre (40,873 square feet) parcel of land, more or less, out of the John McKnight Survey, Abstract No. 292 in Fort Bend County, Texas, and being the same property more fully described by metes and bounds on Exhibit "A" attached hereto.

Contract Sales Price: $89,500.00

If multiple Sellers, allocation of sales price amount among the Sellers: _____

Has the Seller received (or will receive) property (other than cash and consideration treated as cash) or services as part of the consideration for this transaction? _____ (Yes or No)

CERTIFICATION

Under penalty of perjury, I certify that the number shown on this form is my correct Taxpayer Identification Number. I also certify that the other information shown herein is correct. I acknowledge receipt of a copy of this form.

By: _____
Antonios Tsounakas

By: _____
Stavrolua Tsounakas

AFFIDAVIT AS TO DEBTS, LIENS AND POSSESSION

RE: Stewart Title of Houston GF No. 09300191

Brief Description of Property: PARCEL 8: Greenbusch, Fort Bend County
|
Being a 0.9383 of one acre (40,873 square feet) parcel of land, more or less, out of the John McKnight Survey, Abstract No. 292 in Fort Bend County, Texas, and being the same property more fully described by metes and bounds on Exhibit "A" attached hereto.

BEFORE ME, the undersigned authority, on this day personally appeared
Leslie A. and Antonios Tsounakas
Owner/Seller

known to me to be the person(s) whose name(s) are subscribed hereto and upon his/her oath deposes and says:

1. No proceedings in bankruptcy or receivership have been instituted by or against him/her or the entity which they represent in the subject transaction.

2. If acting in their individual capacity, that there has been no change in their marital status since acquiring the subject property.

3. There exists no unpaid debts for lighting fixture, plumbing, water heaters, air conditioning, kitchen equipment, carpeting, fences, roofing, street paving, or any other form of personal or fixture items that are located on the subject property whether secured by financing statements, security agreements or otherwise, except the following:_____.

4. There are no loans, unpaid judgments, or liens of any kind, including federal and/or state liens, and no unpaid association fees or governmental taxes, charges or assessments of any kind affecting the subject property except:_____.

5. All labor and material costs associated with any improvements on the subject property have been paid, and there are now no claims for unpaid labor or material costs for the construction of improvements affecting the subject property except:_____.

6. There are no leases, contracts to sell the land, rights of first refusal, or parties in possession other than the party making this Affidavit, except for:_____.

7. If this involves a sale, the Seller is not a non-resident alien, foreign corporation, foreign trust, foreign estate or other foreign entity as defined by the Internal Revenue Service. The **Seller's United States Employer's tax identification number or Social Security Number is:** _____. This information may be disclosed to the Internal Revenue Service, and is furnished to the Buyer to inform the Buyer that withholding of tax on this sale is not required under Section 1445 of the Internal Revenue Code.

8. Except as specifically disclosed herein, the party making this Affidavit agrees to pay on demand any and all amounts secured by any liens, claims, or rights which currently apply to the subject property or are subsequently established against the subject property, and which were created by or known to the undersigned, or have an inception date prior to the closing of this transaction and the recording of the deed and mortgage.

9. The party making this Affidavit hereby acknowledges and agrees that the Buyer/Borrower/Purchaser, Lender, and/or Title Company are relying on the truth of the statements and information contained herein, and would not purchase, lend money thereon or issue title policies unless said statements, information and representations were accurately made. If the party for whom I am making this Affidavit is an entity, I hereby represent that I have authority to sign this Affidavit on behalf of such entity.

IT IS SPECIALLY UNDERSTOOD AND AGREED THAT ANY AND ALL SPACES ON THIS FORM THAT I HAVE NOT COMPLETED OR OTHERWISE LEFT BLANK ARE THEREBY INTENDED TO STATE "NONE" OR "NOT APPLICABLE" AS THE CASE MAY BE.

IN WITNESS WHEREOF I/we have signed my/our name(s):

By: _____
Antonios Tsounakas

By: _____
Stavrolua Tsounakas

SWORN TO AND SUBSCRIBED before me the undersigned authority, on this _____ day of

_____, 2009.

_____
Notary Public in and for
The State of Texas

Property Acquisition Services, Inc.

April 9, 2009

Paulette Batts
Executive Assistant
Fort Bend County Engineering
1124 Blume Road
Rosenberg, Texas 77471

4-7-09
AGENDA ITEM
#39 B1 Parcel 13

Re: Katy Flewellen Project - Parcel 013 – Ronald Kimzey & Carl King

Dear Ms. Batts:

Please find enclosed the following referenced documents for signature and your review:

- Original Check Request
- Original Deed for County Attorney Review
- Original Title Company Documents/Disclosures:
  - → Settlement Statement
  - → Waiver of Inspection & Disclosure to Owner
  - → Tax Agreement
  - → Buyer Correspondence Information Form
  - → Two Info for Real Estate 1099-S Report Filing documents
  - → Affidavit as to Debts, Liens, & Possession
  - → Two Marital Status Affidavits

At this time, we ask that the County have the settlement statement and supporting documents executed for processing. Once these agreements are signed and the check request processed, my office will pick up all documents from you and deliver all original documents along with the check to the title company for closing.

Thank you for your attention to this matter and please contact me at (281) 343-7171 if I can answer any questions or be of further assistance.

Sincerely,

Shelly Z
for Mark Davis
Project Manager

Enclosures

Approved as to form by County Attorney's Office
4/14/09
WA

4-21-09 copy received

FORT BEND COUNTY
REQUEST FOR CHECK

Date Requested:	April 9, 2009
Check Needed By:	**ASAP**
Fort Bend County P.O. No.:	_____
Vendor:	**Property Acquisition Services, Inc.**
Address:	19855 Southwest Freeways, Suite 200 Sugar Land, TX 77479 Office (281) 343-7171
Project Location:	Katy Flewellen
Payee:	**Stewart Title Company**
Payee's Address:	1980 Post Oak Blvd., Suite 110 Houston, TX 77056
Payee's Tax ID/SS #:	On File
Amount of Check:	**$40,889.36**
Description:	**Parcel 013**- Ronald M. Kimzey & Carl B. King 0.3802 acres, George W. Cartwright Survey, #149
Comments:	
	PLEASE RETURN CHECK TO PAULETTE BATTS

Requested By: Shelly for Mark Davis

WARRANTY DEED

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

THAT THE UNDERSIGNED, **R. M. KIMZEY aka RONALD MARTIN KIMZEY, a single person and CARL B. KING, a married person but not joined herein by his spouse as this property does not constitute part of their homestead**, hereinafter called "Grantor", whether one or more, for an in consideration of the sum of FORTY THOUSAND ONE HUNDRED FIFTY SIX DOLLARS ($40,156.00) cash, and other good and valuable consideration paid to Grantor by the County of Fort Bend, hereinafter called Grantee, whether one or more, whose mailing address is 301 Jackson St., Richmond, TX 77469 and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby GRANT, SELL and CONVEY unto Grantee, the real property described on attached Exhibit "A", incorporated herein and made a part hereof for all purposes, together with (i) any and all appurtenances belonging or appertaining thereto; (ii) any and all improvements located thereon; (iii) any and all appurtenant easements or rights of way affecting said real property and any of Grantor's rights to use same; (iv) any and all rights of ingress and egress to and from said real property and any of Grantor's rights to use same; (v) any and all mineral rights and interests of Grantor relating to said real property (present or reversionary); (vi) any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other utility facilities to the extent same pertain to or benefit said real property or the improvements located thereon, including without limitation, all reservations of or commitments or letters covering any such use in the future, whether now owned or hereafter acquired; (vii) any and all rights and interests of Grantor in and to any leases covering all or any portion of said real property; and (viii) all right, title and interest of Grantor, if any, in and to (a) any and all roads, streets, alleys and ways (open or proposed) affecting, crossing fronting or bounding said real property, including any awards made or to be made relating thereto including, without limitation, any unpaid awards or damages payable by reason of damages thereto or by reason of widening or of changing of the grade with respect to same, (b) any and all strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to said real property (whether owned or claimed by deed, limitations or otherwise), (c) any and all air rights relating to said real property and (d) any and all reversionary interests in and to said real property (said real property together with any and all of the related improvements, appurtenances, rights and interests referenced in items (i) through (viii) above are herein collectively referred to as the "Property").

This conveyance, however, is made and accepted subject to the following matters, to the extent same are in effect at this time;: any and all restrictions, covenants, assessments, reservations, outstanding mineral interests held by third parties, conditions, and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect and shown of record in the hereinabove mentioned County and State or to the extent that they are apparent upon reasonable inspection of the property; and all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any but only to the extent they are still in effect and relating to the hereinabove described property.

TO HAVE AND TO HOLD the Property together with all singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, subject to the matters herein stated: and Grantor does hereby bind itself and its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantor hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of as to or concerning (a) the nature and condition of the Property or other items conveyed hereunder, including, without limitation, the water, soil and geology, the suitability thereof and of the Property or other items conveyed here under for any and all activities and uses which Grantee may elect to conduct thereon, 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; (b) the nature and extent of any right-of-way, lease, possession, lien encumbrance, license, reservation, condition or otherwise; and (c) the compliance of the Property or its operation with any laws, ordinances or regulations of any governmental entity or body. Grantee acknowledges that Grantee has inspected the Property and that Grantee is relying solely on Grantee's own investigation of the same and not any information provided or to be provided by or on behalf of Grantor. Grantee further acknowledges that any information provided with respect to the Property or other items conveyed hereunder was obtained from a variety of sources, and Grantor (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information. This conveyance is made on an "AS IS", "WHERE IS", and "WITH ALL FAULTS" basis and Grantee expressly acknowledges that, except as otherwise specified herein, Grantor has made no warranty or representation, express or implied, or arising by operation of law, including, but not limited to, any warranty of condition, title (expect as specifically set forth and limited in this Deed), habitability, merchantability or fitness for a particular purpose with respect to the Property, all such representations and warranties, as well as any implied warranties being hereby expressly disclaimed.

By Grantee's acceptance of this Deed, Grantee agrees that Grantor shall not be responsible or liable to Grantee for any conditions affecting the Property, as Grantee is purchasing the same 'AS IS", "WHERE IS", and "WITH ALL FAULTS". Grantee or anyone claiming by, through or under Grantee, hereby fully releases Grantor, Grantor's employees officers, directors, representatives, attorneys and agents from any and all claims that Grantee may now have or hereafter acquire against Grantor, and Grantor's employees, officers, directors, representatives, attorneys, and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any conditions affecting the Property. Grantee further acknowledges and agrees that this release shall be given full force and effect according to each of its expressed terms and provisions, including, but not limited to, those relating to unknown and unsuspected claims, damages and causes of action. This covenant releasing Grantor shall be a covenant running with the Property and shall be binding upon Grantee. Grantor hereby assigns without recourse or representation of any nature to Grantee, effective upon the execution and delivery hereof, any and all claims the Grantor may have for any such errors, omissions or defects in the Property. As a material covenant and condition of this conveyance, Grantee agrees that in the event of any defects, or other conditions affecting the Property, Grantee shall look solely to Grantor's predecessors or to such contractors and consultants as may have contracted for work in connection with the Property for any redress or relief. Upon the assignment by Grantor of Grantor's claims, Grantee releases Grantor of all rights, express or implied, Grantee may have against Grantor arising out of or resulting from any defects in the Property. Grantee further understands that some of Grantor's predecessors in interest may be or become insolvent, bankrupt, judgment proof or otherwise incapable of responding in damages, and Grantee may have no remedy against such predecessor, contractors, or consultants.

It is understood and agreed that the purchase price has been adjusted by prior negotiation to reflect that all of the subject Property is sold by Grantor and purchased by Grantee subject to the foregoing.

EXECUTED this _____ day of _____, 2009.

GRANTOR:

_____

BY: R. M. Kimzey aka Ronald Martin Kimzey

Acknowledgement

STATE OF TEXAS

COUNTY OF _____

The foregoing instrument was acknowledged before me in the _____ day of _____, 2009, by R. M. Kimzey aka Ronald Martin Kimzey.

_____

NOTARY PUBLIC, STATE OF TEXAS

(SEAL)

_____

PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

_____

After recording please return to:
Property Acquisition Services, Inc.
19855 Southwest Freeway., Suite 200
Sugar Land, TX 77479

GRANTOR:

_____

BY: Carl B. King

Acknowledgement

STATE OF TEXAS

COUNTY OF _____

The foregoing instrument was acknowledged before me in the _____ day of _____, 2009, by Carl B. King.

_____

NOTARY PUBLIC, STATE OF TEXAS

(SEAL)

_____

PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

_____

After recording please return to:
Property Acquisition Services, Inc.
19855 Southwest Freeway., Suite 200
Sugar Land, TX 77479

EXHIBIT _____

County: **Fort Bend**
Road: **Katy-Flewellen**
Project Limits: **Katy-Gaston to Greenbusch**

PROPERTY DESCRIPTION OF PARCEL 13

Being a 0.3802 of one acre (16,562 square feet) parcel of land situated in the George W. Cartwright Survey, Abstract 149 in Fort Bend County, Texas, being out of a called 3.0 acre tract of land conveyed to R.M. Kimzey as described by deed filed under Clerk's File Number 9668924 of the Official Public Records of Real Property of Fort Bend County, Texas, dated October 16, 1996, said 0.3802 of one acre parcel being more particularly described by metes and bounds as follows:

COMMENCING from a found 3/4-inch iron rod for the easterly corner for said called 3.0 acre tract and being the southerly corner of a called 3.0093 acre tract described by deed filed under Clerk's File Number 8901444 of the Official Public Records of Fort Bend County, Texas, dated December 7, 1988;

THENCE, North 46°55'53" West (called South 44°24' East) along the common line between said called 3.0 acre tract and said called 3.0093 acre tract, a distance of 371.76 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for corner, being on the proposed southeasterly right of way line of Katy-Flewellen Road (variable width, 100-foot at this point) and being the northeasterly and POINT OF BEGINNING of the herein described parcel;

1.) THENCE, South 42°48'09" West along said proposed southeasterly right of way line of Katy-Flewellen Road, a distance of 81.51 feet, along the proposed right-of-way to a 5/8-inch iron rod with GeoSurv plastic cap set for an interior corner of the herein described parcel;

2.) THENCE, South 40°30'13" West along said proposed southeasterly right of way line of Katy-Flewellen Road, a distance of 228.97 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for corner, being on the northeasterly line of a called 6.7965 acre tract of land as described by deed filed under Clerk's File Numbers 2005095128 of the Official Public Records of Real Property of Fort Bend County, Texas, dated July 27, 2005, being on the southwesterly line of said called 3.0 acre tract and being the southeasterly corner of the herein described parcel;

EXHIBIT _____

3.) THENCE, North 46°54'10" West (called North 45°38'48" East) along the adjoining line between said called 3.0 acre tract and said called 6.7965 acre tract, in passing at 29.96 feet a found 1/2-inch iron rod on the occupied existing southeasterly right of way line of Katy-Flewellen Road, in all, a total distance of 59.19 feet to a point for corner, being on the approximate survey line of aforementioned George W. Cartwright Survey located within the occupied right-of-way of said Katy-Flewellen Road (no instrument of record was found), being the northerly corner of said called 6.7965 acre tract, being the westerly corner of said called 3.0 acre tract and being the northwesterly corner of the herein described parcel;

4.) THENCE, North 42°48'09" East (called North 44°24'00" East) along said approximate survey line of said George W. Cartwright Survey, a distance of 310.22 feet to a point for corner, being the westerly corner of aforementioned called 3.0093 acre tract, being the northerly corner of said called 3.0 acre tract and being the northwesterly corner of the herein described parcel

5.) THENCE, South 46°55'53" East (called South 44°24' East) along aforementioned common line between said called 3.0 acre tract and said called 3.0093 acre tract, passing at 30.79 feet a found 1/2-inch iron rod on aforementioned occupied existing southeasterly right of way line of Katy-Flewellen Road, in all, a total distance of 50.00 feet, to the POINT OF BEGINNING and containing an area of 0.3802 acre (16,562 square feet) of land.

This property description was prepared in conjunction with a parcel plat of the same date.

Abstracting was completed in August 2008.

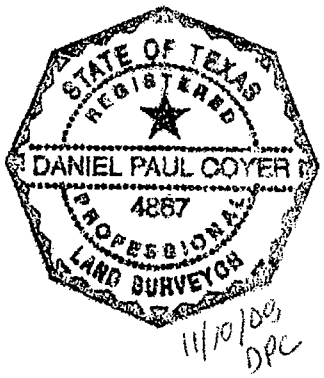
Ground Surveying was completed in September 2008.

The Point of Beginning has coordinates of: X=2,977,392.62 and Y=13,841,611.24.

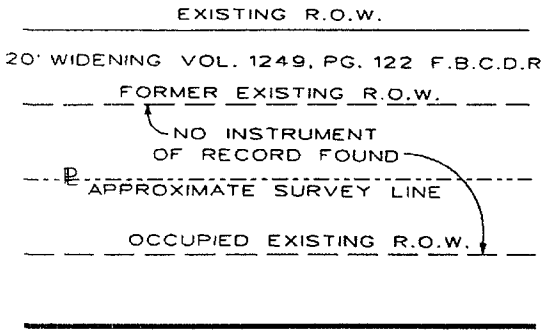
All bearings and coordinates are based on the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983, 1993 adjustment. All distances and coordinates shown are surface and may be converted to grid by multiplying by a combined adjustment factor of 0.999888968.

Daniel Paul Coyer

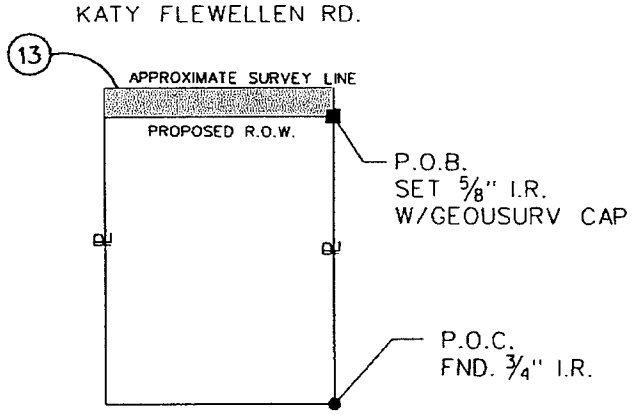
Daniel Paul Coyer, R.P.L.S.
Registered Professional Land Surveyor No. 4867
GeoSurv, Inc. (TSC Surveying Company)
3300 S. Gessner Road, Suite 120
Houston, Texas 77063



11/10/08 DPC



PROOF OF R.O.W. DETAIL
N.T.S.



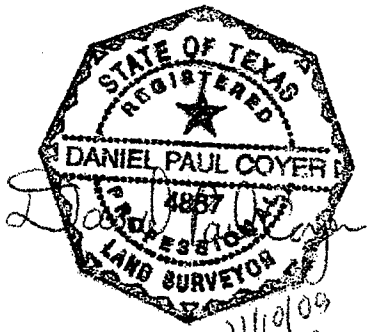
PARENT TRACT INSET
PARCEL 13
N.T.S.

LEGEND

- ■ SET 5/8" I.R. W/GEOSURV CAP
- ● FOUND PROPERTY CORNER UNLESS OTHERWISE NOTED
- ○ POINT
- ℄ PROPERTY LINE

NOTES:
1. ALL BEARINGS AND SURFACE COORDINATES ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983(NAD 83), TEXAS SOUTH CENTRAL ZONE 4204, EPOCH DATE 2001.00. THE HORIZONTAL CONTROL WAS ESTABLISHED UTILIZING GPS STATIC METHODS WITH THE GPS VECTORS BEING PROCESSED TO NGS CORS INFORMATION.

2. ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 0.999888968.



TAKING

AREA WITHIN OCCUPIED R.O.W.	=	0.2137 AC. 9,310 S.F.
AREA OUTSIDE OCCUPIED R.O.W.	=	0.1665 AC. 7,252 S.F.
TOTAL AREA	=	0.3802 AC. 16,562 S.F.

EXISTING ACRES	TAKING ACRES/ S.F.	REMAINDER ACRES
3.0	0.3802 16,562	2.6198

PARCEL PLAT
SHOWING PROPERTY OF

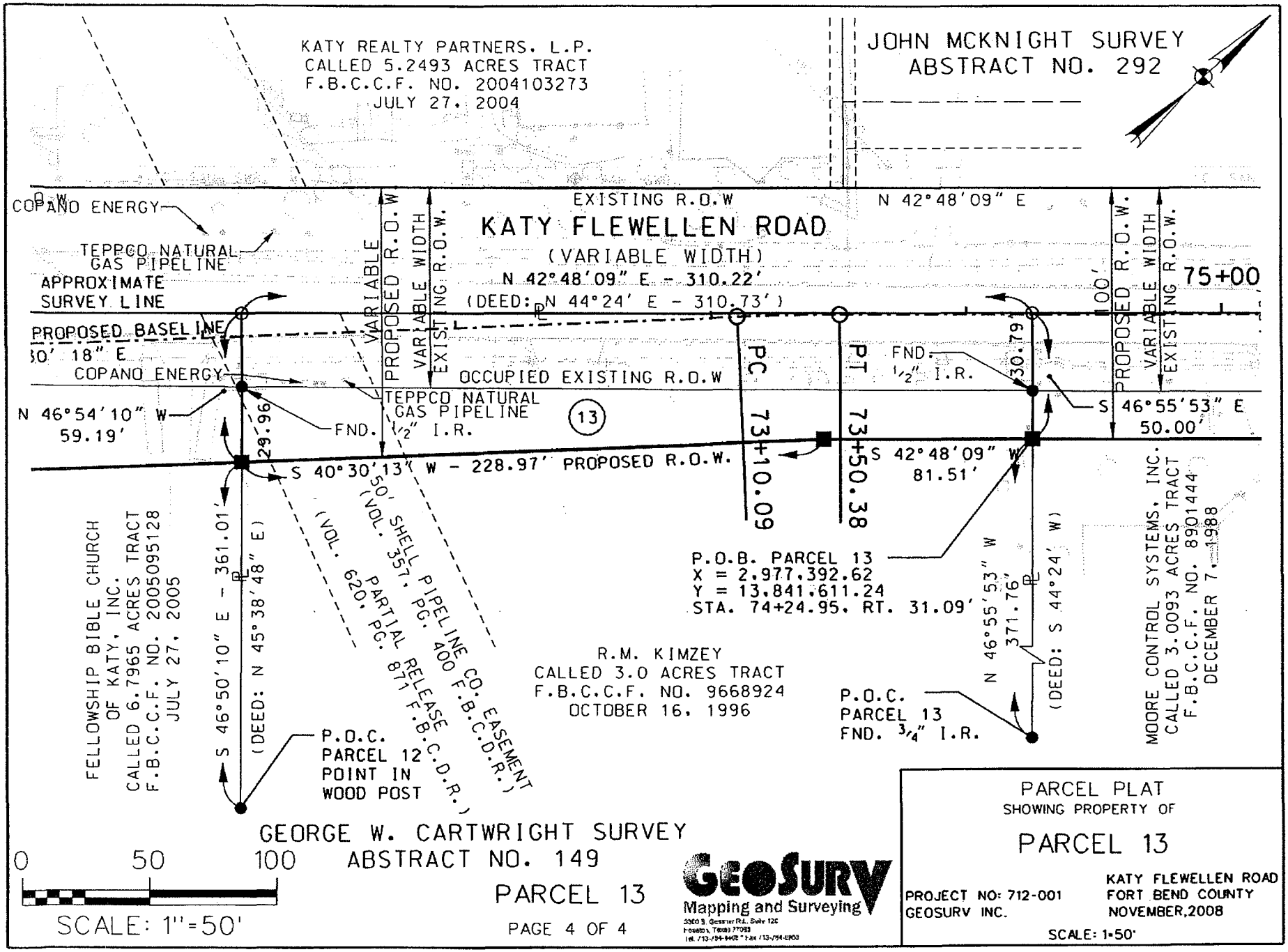
PARCEL 13

KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER, 2008

PROJECT NO: 712-001
GEOSURV INC.

SCALE: 1-50'

GEOSURV
Mapping and Surveying
3300 S. Gessner Rd., Suite 120
Houston, Texas 77063
tel. 713-784-4400 * fax 713-784-0900


KATY REALTY PARTNERS. L.P.
CALLED 5.2493 ACRES TRACT
F.B.C.C.F. NO. 2004103273
JULY 27. 2004
JOHN MCKNIGHT SURVEY
ABSTRACT NO. 292
EXISTING R.O.W
N 42°48'09" E
KATY FLEWELLEN ROAD
(VARIABLE WIDTH)
N 42°48'09" E - 310.22'
(DEED: N 44°24' E - 310.73')
COPANO ENERGY
TEPPCO NATURAL GAS PIPELINE
APPROXIMATE SURVEY LINE
PROPOSED BASELINE
50' 18" E
COPANO ENERGY
OCCUPIED EXISTING R.O.W
TEPPCO NATURAL GAS PIPELINE
VARIABLE
PROPOSED R.O.W
VARIABLE WIDTH
EXISTING R.O.W.
75+00
PC
73+10.09
PT
73+50.38
FND. 1/2" I.R.
30.79'
100'
PROPOSED R.O.W.
VARIABLE WIDTH
EXISTING R.O.W.
N 46°54'10" W
59.19'
FND. 1/2" I.R.
29.96'
13
S 46°55'53" E
50.00'
S 40°30'13" W - 228.97' PROPOSED R.O.W.
S 42°48'09" W
81.51'
P.O.B. PARCEL 13
X = 2,977,392.62
Y = 13,841,611.24
STA. 74+24.95. RT. 31.09'
FELLOWSHIP BIBLE CHURCH
OF KATY, INC.
CALLED 6.7965 ACRES TRACT
F.B.C.C.F. NO. 2005095128
JULY 27, 2005
S 46°50'10" E - 361.01'
(DEED: N 45°38'48" E)
50' SHELL PIPELINE CO. EASEMENT
(VOL. 357, PG. 400 F.B.C.D.R.)
PARTIAL RELEASE
(VOL. 620, PG. 871 F.B.C.D.R.)
P.O.C.
PARCEL 12
POINT IN
WOOD POST
R.M. KIMZEY
CALLED 3.0 ACRES TRACT
F.B.C.C.F. NO. 9668924
OCTOBER 16, 1996
N 46°55'53" W
371.76'
(DEED: S 44°24' W)
P.O.C.
PARCEL 13
FND. 3/4" I.R.
MOORE CONTROL SYSTEMS, INC.
CALLED 3.0093 ACRES TRACT
F.B.C.C.F. NO. 8901444
DECEMBER 7, 1988
GEORGE W. CARTWRIGHT SURVEY
ABSTRACT NO. 149
PARCEL 13
0 50 100
SCALE: 1"=50'
PAGE 4 OF 4
GEOSURV
Mapping and Surveying
PARCEL PLAT
SHOWING PROPERTY OF
PARCEL 13
PROJECT NO: 712-001
GEOSURV INC.
KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER,2008
SCALE: 1=50'

A. U.S.DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT	B.TYPE OF LOAN	OMB No. 2502-0265
	1. [ ]FHA 2. [ ]FMHA 3. [ ]CONV. UNINS. 4. [ ]VA 5. [ ]CONV. INS.	
	6. FILE NUMBER: 08301184	7. LOAN NUMBER:
	8. MTG. INS. CASE NO.:	

C.NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("p.o.c.") were paid outside the closing: they are shown here for information purposes and are not included in the totals.

D. NAME OF BORROWER: Fort Bend County

ADDRESS:

E. NAME OF SELLER: R. M. Kimzey, aka Ronald Martin Kimzey, Carl B. King

ADDRESS: SELLER TIN:

F. NAME OF LENDER:

ADDRESS:

G.PROPERTY LOCATION: 0.3802 acres, George W. Cartwright Svy., Abs. 149
Fort Bend County, Texas
Parcel 13 Katy-Flewellen

H. SETTLEMENT AGENT: STEWART TITLE COMPANY CLOSER: MARC LAROCCA PHONE NUMBER: (713) 627-1310
ADDRESS: 4700 W. SAM HOUSTON PKWY N.
HOUSTON, TEXAS 77041 SETTLEMENT AGENT TIN: 74-0923770

PLACE OF SETTLEMENT: STEWART TITLE COMPANY PHONE NUMBER: (713) 625-8702 I.SETTLEMENT DATE
ADDRESS: 1980 POST OAK BLVD. Closing date:
HOUSTON, TEXAS 77056 Proration date:

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract sales price	40,156.00	401. Contract sales price	40,156.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower(line 1400)	733.36	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid for seller in advance:	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109. Maintenance to		409. Maintenance to	
110. School/Taxes to		410. School/Taxes to	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER:	40,889.36	420. GROSS AMOUNT DUE TO SELLER:	40,156.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money		501. Excess deposit(see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller(line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Commitment Fee		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213. School/Taxes to		513. School/Taxes to	
214.		514. Maintenance to	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER:		520. TOTAL REDUCTION IN AMOUNT:	
300. CASH AT SETTLEMENT FROM/TO BORROWER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross amount due from borrower(line 120)	40,889.36	601. Gross amount due to seller(line 420)	40,156.00
302. Less amounts paid by/for borrower(line 220)		602. Less total reductions in amount due seller(line 520)	
303. CASH [X FROM] [TO] BORROWER:	40,889.36	603. CASH [X TO] [FROM] SELLER:	40,156.00

File 08301184

L. SETTLEMENT CHARGES

			PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISION Based on $	@	% =		
Division of Commission (line 700) as follows:				
701. $	to			
702. $	to			
703. Commission paid at settlement				
704.				
800. ITEMS PAYABLE IN CONNECTION WITH LOAN.				
801. Loan Origination fee	%			
802. Loan Discount	%			
803. Appraisal fee	to			
804. Credit Report	to			
805. Lender's inspection fee	to			
806. Mortgage Insurance application fee	to			
807. Assumption Fee	to			
808. Commitment Fee	to			
809. FNMA Processing Fee	to			
810. Pictures	to			
811.	to			
812.	to			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE.				
901. Interest from to	@$	/day		
902. Mortgage insurance premium for	mo. to			
903. Hazard insurance premium for	yrs. to			
904. Flood Insurance	yrs. to			
905.				
1000. RESERVES DEPOSITED WITH LENDER				
1001. Hazard Insurance	mo.@$	per mo.		
1002. Mortgage insurance	mo.@$	per mo.		
1003. City property taxes	mo.@$	per mo.		
1004. County property taxes	mo.@$	per mo.		
1005. Annual assessments (Maint.)	mo.@$	per mo.		
1006. School Property Taxes	mo.@$	per mo.		
1007. Water Dist. Prop. Tax	mo.@$	per mo.		
1008. Flood Insurance	mo.@$	per mo.		
1009. Aggregate Accounting Adjustment				
1100. TITLE CHARGES:				
1101. Settlement or closing fee	to			
1102. Abstract or title search	to STEWART TITLE COMPANY		150.00	
1103. Title examination	to			
1104. Title insurance binder	to			
1105. Document preparation	to			
1106. Notary fee	to			
1107. Attorney's fee to	to			
(includes above items No.:				
1108. Title insurance	to STEWART TITLE COMPANY		438.00	
(includes above items No.:)				
1109. Lender's coverage	$			
1110. Owner's coverage 40,156.00	$ 438.00			
1111. Escrow fee	to			
1112. Restrictions	to			
1113. Messenger Fee/Document Delivery	to STEWART TITLE COMPANY		20.00	
1114.	to			
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES				
1201. Recording fees: Deed $ 50.00	Mrtg $	Rel. $	50.00	
1202. City/county tax/stamps: Deed $	Mrtg $			
1203. State tax/stamps: Deed $	Mrtg $			
1204. Tax certificates	to STEWART TITLE COMPANY		70.36	
1205.	to			
1206. State of Texas Policy Gty Fee	to STEWART TITLE POLICY GUARANTY FEE		5.00	
1300. ADDITIONAL SETTLEMENT CHARGES				
1301. Survey	to			
1302. Pest inspection	to			
1303.	to			
1304.	to			
1305.	to			
1400. TOTAL SETTLEMENT CHARGES (entered on lines 103, Section J and 502, Section K)			733.36	

CERTIFICATION: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

Borrowers

Sellers

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent

Date

SEE PAGE 3 FOR SIGNATURES, IF APPLICABLE

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18: U.S. Code Section 1001 and Section 1010.

Page 3 to be affixed to
HUD-1 Settlement Statement
GF No. 08301184

CERTIFICATION

Seller's and Purchaser's signature hereon acknowledges his/their approval of tax prorations and signifies their understanding that prorations were based on taxes for the preceding year or estimates for the current year, and in the event of any change for the current year, all necessary adjustments must be made between Seller and Purchaser; likewise any default in delinquent taxes will be reimbursed to Title Company by the Seller.

Title Company, in its capacity as Escrow Agent, is and has been authorized to deposit all funds it receives in this transaction in any financial institution, whether affiliated or not. Title Company shall not be liable for any interest or other charges on the earnest money and shall be under no duty to invest or reinvest funds held by it at any time. Seller and Purchasers hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Title Company has or may have other banking relationships and further consent to the retention by Title Company and/or its affiliates of any and all benefits (including advantageous interest rates on loans) Title Company and/or its affiliates may receive from such financial institutions by reason of their maintenance of said escrow accounts.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

SELLER(S):

By: _____
R.M. Kimzey, also known as
Ronald Martin Kimzey

By: _____
Carl B. King

PURCHASER (S):

FORT BEND COUNTY

By: _____
Judge Robert E. Hebert
Fort Bend County Judge 4-17-09

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

STEWART TITLE OF HOUSTON

By: _____
Marc LaRocca, Commercial Escrow Officer
Settlement Agent

Date _____

WARNING:
It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

WAIVER OF INSPECTION AND DISCLOSURE NOTICE

RE: Stewart Title of Houston GF No. 08301184;

Brief Description of Property: PARCEL 13 – Katy Flewellen

Being a 0.3802 of one acre (16,562 square feet) parcel of land in the George W. Cartwright Survey, Abstract 149 in Fort Bend County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

THE UNDERSIGNED BUYER/BORROWER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING NOTICE FROM STEWART TITLE COMPANY PRIOR TO CLOSING:

1. Waiver of Inspection.

You may refuse to accept an exception to "Rights of Parties in Possession." "Rights of Parties in Possession" means one or more persons who are themselves actually physically occupying the land or a portion thereof under a claim of right which may be adverse to the record owner of the land as shown in Schedule A of the Commitment. The Company may require an inspection and additional charge for reasonable and actual costs to inspect, and may make additional exceptions for matters the inspection reveals. If you do not delete this paragraph, you consent to this exception and waive inspection of the land.
YOU MAY REFUSE TO ACCEPT THIS EXCEPTION BY MARKING OUT THIS PARAGRAPH 1AND

PAYING THE ADDITIONAL COSTS INVOLVED.

2. Receipt of Commitment.

You acknowledge having received and reviewed a copy of the Title Commitment issued in connection with this transaction. You understand that your Owner Policy will contain the exceptions set forth in Schedule B, and any unresolved items set forth in Schedule C of the Commitment, and any additional exceptions to title resulting from the documents involved in this transaction, and any additional exceptions reflected by an exhibit attached hereto.

3. Survey.

If we have been furnished with a current survey of the subject property acceptable to us, you may request amendment of the "Area and Boundary Exception" to read "Shortages in Area." The Area and Boundary Exceptions is as follows: "Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements." You must furnish a current survey. The survey must be acceptable to the Company. You also must pay an additional premium equal to 15% of the basic premium charge. The Company may make additional exceptions for items shown on the survey.
YOU MAY REQUIRE AMENDMENT OF THE AREA AND BOUNDARY EXCEPTION BY MARKING

OUT THIS PARAGRAPH 3 AND BY COMPLYING WITH ITS PROVISIONS BEFORE COMPLETION

OF THIS CLOSING.

4. Arbitration.

This Paragraph 4 does not apply to the Residential Owner Policy (T-1R), and if applicable the parties must later agree to arbitrate under such policy if the land covers a one to four family residential property or condominium unit.

If this is not residential, as stated above, you may require deletion of the arbitration provision of the Owner Policy. If you do not delete this provision, either you or the Company may require arbitration, if the law allows. There is no charge to delete this provision.

IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 4.

5. Notice.

You may wish to consult an attorney to discuss matters shown in Schedule B and C of the Commitment. These matters will affect your title and use of your land. Your Title Insurance Policy will be a legal contract between you and the Company. The Commitment and Policy are not abstracts of title, title reports or representations of title. They are contracts of indemnity. We do not represent that your intended use of the property is allowed under the law or in the restrictions on your land.

ACKNOWLEDGED as of 17 April, _____, 2009.

FORT BEND COUNTY

By: _____

Judge Robert E. Hebert
Fort Bend County Judge

TAX AGREEMENT

Stewart Title Company
Houston, Texas

GF#08301184

Brief Description of Property: PARCEL 13 – Katy Flewellen

Being a 0.3802 of one acre (16,562 square feet) parcel of land in the George W. Cartwright Survey, Abstract 149 in Fort Bend County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

We, the undersigned, hereby acknowledge that the taxes WERE NOT prorated in the above captioned file at the time of closing.

The Seller(s) acknowledge that they are responsible for all taxes prior to the date of closing. Should it develop at a later date that taxes, other than those collected, are due for prior years, Seller(s) agree to make full settlement to Stewart Title Company, upon notification.

SELLER recognizes their responsibility for current year taxes. Further, SELLER agrees to contact all taxing authorities to notify them of the change in ownership of subject property to assure proper receipt of future tax notice.

By the execution hereof, Buyer(s) and Seller(s) acknowledge that: (1) the tax information obtained by Stewart Title Company was procured only for the benefit of Stewart Title Company and only for the purpose of determining the insurability of the property, (ii) that no party other than Stewart Title Company is entitled to rely on such information, and (iii) that the tax information and prorations have been provided to the Buyer(s), Seller(s), and Lender(s) as a courtesy only. Buyer and Seller hereby release Stewart Title Company from all liability and claims for damages resulting from proration of taxes in this transaction.

We agree that Stewart Title Company shall not be held responsible for such tax prorations in any event.

Buyer: **FT. BEND COUNTY**

By: _____
Judge Robert E. Hebert,
Fort Bend County Judge 4-17-09

Seller(s):

By: _____
R.M. Kimzey, also known as
Ronald Martin Kimzey

By: _____
Carl B. King

STEWART TITLE

BUYER CORRESPONDENCE INFORMATION FORM

GF NO. 07126526

All correspondence in connection with this transaction should be addressed to:

Property Acquisition Services, Inc.
19855 Southwest Freeway, Suite 200
Sugar Land, Texas 77479
Attention: Shelly Johnson

PHONE NUMBER: 281-343-7171

E-MAIL ADDRESS: sjohnson@pascorp.com

FORT BEND COUNTY

By: _____ Date: 4-17-09

Judge Robert E. Hebert
Fort Bend County Judge

41/LaRocca

INFORMATION FOR REAL ESTATE 1099-S REPORT FILING

As Required by the Internal Revenue Service

SOLICITATION

Section 6045 of the Internal Revenue Code, as amended by the Tax Reform Act of 1986, requires the reporting of certain information to the IRS on real estate transactions. The information may also be sent to other third parties. You are required by law to provide Stewart title Company with your correct taxpayer identification number. If you do not provide Stewart Title Company with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

File No. 08301184 **Taxpayer I. D. No.** _____

SELLER'S NAME and MAILING ADDRESS

R.M. Kimzey aka Ronald Martin Kimzey

_____

_____

TRANSACTION INFORMATION

Closing Date: _____, _____, 2009

Brief Description of Property: PARCEL 13 – Katy Flewellen

Being a 0.3802 of one acre (16,562 square feet) parcel of land in the George W. Cartwright Survey, Abstract 149 in Fort Bend County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

Contract Sales Price: $40,156.00

If multiple Sellers, allocation of sales price amount among the Sellers: _____

Has the Seller received (or will receive) property (other than cash and consideration treated as cash) or services as part of the consideration for this transaction? _____ (Yes or No)

CERTIFICATION

Under penalty of perjury, I certify that the number shown on this form is my correct Taxpayer Identification Number. I also certify that the other information shown herein is correct. I acknowledge receipt of a copy of this form.

By: _____
R.M. Kimzey, also known as
Ronald Martin Kimzey

41/LaRocca

INFORMATION FOR REAL ESTATE 1099-S REPORT FILING

As Required by the Internal Revenue Service

SOLICITATION

Section 6045 of the Internal Revenue Code, as amended by the Tax Reform Act of 1986, requires the reporting of certain information to the IRS on real estate transactions. The information may also be sent to other third parties. You are required by law to provide Stewart title Company with your correct taxpayer identification number. If you do not provide Stewart Title Company with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

File No. 09300191 **Taxpayer I. D. No.** _____

SELLER'S NAME and MAILING ADDRESS

Carl B. King

_____

_____

TRANSACTION INFORMATION

Closing Date: _____ , _____ , 2009

Brief Description of Property: PARCEL 13 – Katy Flewellen

Being a 0.3802 of one acre (16,562 square feet) parcel of land in the George W. Cartwright Survey, Abstract 149 in Fort Bend County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

Contract Sales Price: $40,156.00

If multiple Sellers, allocation of sales price amount among the Sellers: _____

Has the Seller received (or will receive) property (other than cash and consideration treated as cash) or services as part of the consideration for this transaction? _____ (Yes or No)

CERTIFICATION

Under penalty of perjury, I certify that the number shown on this form is my correct Taxpayer Identification Number. I also certify that the other information shown herein is correct. I acknowledge receipt of a copy of this form.

By: _____
Carl B. King

AFFIDAVIT AS TO DEBTS, LIENS AND POSSESSION

RE: Stewart Title of Houston GF No. 08301184

Brief Description of Property: PARCEL 13 – Katy Flewellen

Being a 0.3802 of one acre (16,562 square feet) parcel of land in the George W. Cartwright Survey, Abstract 149 in Fort Bend County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

BEFORE ME, the undersigned authority, on this day personally appeared
R.M. Kimzey, also known as Ronald Martin Kimzey and Carl B. King
Owner(s)/Seller(s)

known to me to be the person(s) whose name(s) are subscribed hereto and upon his/her oath deposes and says:

1. No proceedings in bankruptcy or receivership have been instituted by or against him/her or the entity which they represent in the subject transaction.

2. If acting in their individual capacity, that there has been no change in their marital status since acquiring the subject property.

3. There exists no unpaid debts for lighting fixture, plumbing, water heaters, air conditioning, kitchen equipment, carpeting, fences, roofing, street paving, or any other form of personal or fixture items that are located on the subject property whether secured by financing statements, security agreements or otherwise, except the following:_____.

4. There are no loans, unpaid judgments, or liens of any kind, including federal and/or state liens, and no unpaid association fees or governmental taxes, charges or assessments of any kind affecting the subject property except:_____.

5. All labor and material costs associated with any improvements on the subject property have been paid, and there are now no claims for unpaid labor or material costs for the construction of improvements affecting the subject property except:_____.

6. There are no leases, contracts to sell the land, rights of first refusal, or parties in possession other than the party making this Affidavit, except for:_____.

7. If this involves a sale, the Seller is not a non-resident alien, foreign corporation, foreign trust, foreign estate or other foreign entity as defined by the Internal Revenue Service. The **Seller's United States Employer's tax identification number or Social Security Number is:** _____. This information may be disclosed to the Internal Revenue Service, and is furnished to the Buyer to inform the Buyer that withholding of tax on this sale is not required under Section 1445 of the Internal Revenue Code.

8. Except as specifically disclosed herein, the party making this Affidavit agrees to pay on demand any and all amounts secured by any liens, claims, or rights which currently apply to the subject property or are subsequently established against the subject property, and which were created by or known to the undersigned, or have an inception date prior to the closing of this transaction and the recording of the deed and mortgage.

9. The party making this Affidavit hereby acknowledges and agrees that the Buyer/Borrower/Purchaser, Lender, and/or Title Company are relying on the truth of the statements and information contained herein, and would not purchase, lend money thereon or issue title policies unless said statements, information and representations were accurately made. If the party for whom I am making this Affidavit is an entity, I hereby represent that I have authority to sign this Affidavit on behalf of such entity.

IT IS SPECIALLY UNDERSTOOD AND AGREED THAT ANY AND ALL SPACES ON THIS FORM THAT I HAVE NOT COMPLETED OR OTHERWISE LEFT BLANK ARE THEREBY INTENDED TO STATE "NONE" OR "NOT APPLICABLE" AS THE CASE MAY BE.

IN WITNESS WHEREOF I/we have signed my/our name(s):

By: _____
R.M Kimzey, also known as
Ronald Martin Kimzey

By: _____
Carl B. King

SWORN TO AND SUBSCRIBED before me the undersigned authority, on this _____ day of

_____, 2009.

_____
Notary Public in and for
The State of Texas

MARITAL STATUS AFFIDAVIT

File No.: 08301184

Before me, the undersigned authority, personally appeared R. M. Kimzey, aka Ronald Martin Kimzey, "Affiant", who being by me duly sworn on his/her oath stated the following: I am competent to make this affidavit, and have personal knowledge that the facts recited herein are true, correct and complete.

My name is _____ and I am the owner of the following described property:

PARCEL 13: Katy-Flewellen

Being a 0.3802 of one acre (16,562 square feet) parcel of land in the George W. Cartwright Survey, Abstract 149 in Fort Bend County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

I acquired title to the above described property on _____ and on that date, I was ( ) single or ( ) married to _____.

MARITAL STATUS FROM THE DATE OF ACQUISITION TO DATE OF AFFIDAVIT

☐ I have remained unmarried since the date of acquisition through the date of this affidavit.

☐ I have remained married to my current spouse from date of acquisition through the date of this affidavit.

☐ I married _____ on _____ and we have remained married to each other since that date through the date of this affidavit.

☐ I have been married more than once since the date of acquisition. Details for each marriage follow:

( ) I was married to _____ on _____, which marriage was terminated by ( ) death ( ) divorce on _____.

( ) I was married to _____ on _____, which marriage was terminated by ( ) death ( ) divorce on _____.

( ) I was married to _____ on _____, which marriage was terminated by ( ) death ( ) divorce on _____.

I have no marriages, from and including the date of acquisition up to and including the date of this affidavit, other than those I have disclosed above. I have not made any agreement to be declared married or lived together with another person as if husband and wife, nor represented to others in Texas that we were husband and wife.

Affiant knows that Stewart Title Guaranty Company and STEWART TITLE COMPANY are relying on the statements contained herein to be true and correct, and without the true facts contained herein, it would not issue its title policy.

_____ Date: _____

R. M. Kimzey, aka Ronald Martin Kimzey

Sworn to and subscribed before me, the undersigned authority, by R. M. Kimzey, aka Ronald Martin Kimzey on this the _____ day of _____, _____.

_____

Notary Public in and for the State of Texas

MARITAL STATUS AFFIDAVIT

File No.: 08301184

Before me, the undersigned authority, personally appeared Carl B. King, "Affiant", who being by me duly sworn on his/her oath stated the following: I am competent to make this affidavit, and have personal knowledge that the facts recited herein are true, correct and complete.

My name is _____ and I am the owner of the following described property:

PARCEL 13: Katy-Flewellen

Being a 0.3802 of one acre (16,562 square feet) parcel of land in the George W. Cartwright Survey, Abstract 149 in Fort Bend County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

I acquired title to the above described property on _____ and on that date, I was ( ) single or ( ) married to _____.

MARITAL STATUS FROM THE DATE OF ACQUISITION TO DATE OF AFFIDAVIT

☐ I have remained unmarried since the date of acquisition through the date of this affidavit.

☐ I have remained married to my current spouse from date of acquisition through the date of this affidavit.

☐ I married _____ on _____ and we have remained married to each other since that date through the date of this affidavit.

☐ I have been married more than once since the date of acquisition. Details for each marriage follow:

( ) I was married to _____ on _____,
which marriage was terminated by ( ) death ( ) divorce on _____.

( ) I was married to _____ on _____,
which marriage was terminated by ( ) death ( ) divorce on _____.

( ) I was married to _____ on _____,
which marriage was terminated by ( ) death ( ) divorce on _____.

I have no marriages, from and including the date of acquisition up to and including the date of this affidavit, other than those I have disclosed above. I have not made any agreement to be declared married or lived together with another person as if husband and wife, nor represented to others in Texas that we were husband and wife.

Affiant knows that Stewart Title Guaranty Company and STEWART TITLE COMPANY are relying on the statements contained herein to be true and correct, and without the true facts contained herein, it would not issue its title policy.

_____ Date: _____
Carl B. King

Sworn to and subscribed before me, the undersigned authority, by Carl B. King on this the _____ day of _____, _____.

_____
Notary Public in and for the State of Texas

Property Acquisition Services, Inc.

April 9, 2009

4-7-09
AGENDA ITEM
#39 B1 Parcel 14

Paulette Batts
Executive Assistant
Fort Bend County Engineering
1124 Blume Road
Rosenberg, Texas 77471

Re: Katy Flewellen Project - Parcel 14 – Moore Control Systems, Inc.

Dear Ms. Batts:

Please find enclosed the following referenced documents for signature and your review:

- Original Check Request
- Original Deed for County Attorney Review
- Original Title Company Documents/Disclosures:
  - → Settlement Statement
  - → Waiver of Inspection & Disclosure to Owner
  - → Tax Agreement
  - → Buyer Correspondence Information Form
  - → Affidavit as to Debts, Liens, & Possession

At this time, we ask that the County have the settlement statement and supporting documents executed for processing. Once these agreements are signed and the check request processed, my office will pick up all documents from you and deliver all original documents along with the check to the title company for closing.

Thank you for your attention to this matter and please contact me at (281) 343-7171 if I can answer any questions or be of further assistance.

Sincerely,

Shelly J

Mark Davis
Project Manager

Enclosures

Approved as to form by County Attorney's Office 4/16/09

4-21-09 Copy received

19855 Southwest Freeway, Suite 200, Sugar Land, TX 77479 • Office: 281-343-7171 • Fax: 281-343-8181

FORT BEND COUNTY
REQUEST FOR CHECK

Date Requested:	April 9, 2009
Check Needed By:	**ASAP**
Fort Bend County P.O. No.:	_____
Vendor:	**Property Acquisition Services, Inc.**
Address:	19855 Southwest Freeways, Suite 200 Sugar Land, TX 77479 Office (281) 343-7171
Project Location:	Katy Flewellen
Payee:	**Stewart Title Company**
Payee's Address:	1980 Post Oak Blvd., Suite 110 Houston, TX 77056
Payee's Tax ID/SS #:	On File
Amount of Check:	**$43,399.36**
Description:	**Parcel 14**- Moore Control Systems, Inc. 0.3553 acres, George W. Cartwright Survey, A 149
Comments:	

PLEASE RETURN CHECK TO PAULETTE BATTS

Requested By: _____

for Mark Davis

WARRANTY DEED

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

THAT THE UNDERSIGNED, **MOORE CONTROL SYSTEMS, INC.**, hereinafter called "Grantor", whether one or more, for an in consideration of the sum of FORTY TWO THOUSAND SIX HUNDRED TWENTY DOLLARS ($42,620.00) cash, and other good and valuable consideration paid to Grantor by the County of Fort Bend, hereinafter called Grantee, whether one or more, whose mailing address is 301 Jackson St., Richmond, TX 77469 and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby GRANT, SELL and CONVEY unto Grantee, the real property described on attached Exhibit "A", incorporated herein and made a part hereof for all purposes, together with (i) any and all appurtenances belonging or appertaining thereto; (ii) any and all improvements located thereon; (iii) any and all appurtenant easements or rights of way affecting said real property and any of Grantor's rights to use same; (iv) any and all rights of ingress and egress to and from said real property and any of Grantor's rights to use same; (v) any and all mineral rights and interests of Grantor relating to said real property (present or reversionary); (vi) any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other utility facilities to the extent same pertain to or benefit said real property or the improvements located thereon, including without limitation, all reservations of or commitments or letters covering any such use in the future, whether now owned or hereafter acquired; (vii) any and all rights and interests of Grantor in and to any leases covering all or any portion of said real property; and (viii) all right, title and interest of Grantor, if any, in and to (a) any and all roads, streets, alleys and ways (open or proposed) affecting, crossing fronting or bounding said real property, including any awards made or to be made relating thereto including, without limitation, any unpaid awards or damages payable by reason of damages thereto or by reason of widening or of changing of the grade with respect to same, (b) any and all strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to said real property (whether owned or claimed by deed, limitations or otherwise), (c) any and all air rights relating to said real property and (d) any and all reversionary interests in and to said real property (said real property together with any and all of the related improvements, appurtenances, rights and interests referenced in items (i) through (viii) above are herein collectively referred to as the "Property").

This conveyance, however, is made and accepted subject to the following matters, to the extent same are in effect at this time;: any and all restrictions, covenants, assessments, reservations, outstanding mineral interests held by third parties, conditions, and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect and shown of record in the hereinabove mentioned County and State or to the extent that they are apparent upon reasonable inspection of the property; and all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any but only to the extent they are still in effect and relating to the hereinabove described property.

TO HAVE AND TO HOLD the Property together with all singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, subject to the matters herein stated: and Grantor does hereby bind itself and its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantor hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of as to or concerning (a) the nature and condition of the Property or other items conveyed hereunder, including, without limitation, the water, soil and geology, the suitability thereof and of the Property or other items conveyed here under for any and all activities and uses which Grantee may elect to conduct thereon, 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; (b) the nature and extent of any right-of-way, lease, possession, lien encumbrance, license, reservation, condition or otherwise; and (c) the compliance of the Property or its operation with any laws, ordinances or regulations of any governmental entity or body. Grantee acknowledges that Grantee has inspected the Property and that Grantee is relying solely on Grantee's own investigation of the same and not any information provided or to be provided by or on behalf of Grantor. Grantee further acknowledges that any information provided with respect to the Property or other items conveyed hereunder was obtained from a variety of sources, and Grantor (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information. This conveyance is made on an "AS IS", "WHERE IS", and "WITH ALL FAULTS" basis and Grantee expressly acknowledges that, except as otherwise specified herein, Grantor has made no warranty or representation, express or implied, or arising by operation of law, including, but not limited to, any warranty of condition, title (expect as specifically set forth and limited in this Deed), habitability, merchantability or fitness for a particular purpose with respect to the Property, all such representations and warranties, as well as any implied warranties being hereby expressly disclaimed.

By Grantee's acceptance of this Deed, Grantee agrees that Grantor shall not be responsible or liable to Grantee for any conditions affecting the Property, as Grantee is purchasing the same 'AS IS", "WHERE IS", and "WITH ALL FAULTS". Grantee or anyone claiming by, through or under Grantee, hereby fully releases Grantor, Grantor's employees officers, directors, representatives, attorneys and agents from any and all claims that Grantee may now have or hereafter acquire against Grantor, and Grantor's employees, officers, directors, representatives, attorneys, and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any conditions affecting the Property. Grantee further acknowledges and agrees that this release shall be given full force and effect according to each of its expressed terms and provisions, including, but not limited to, those relating to unknown and unsuspected claims, damages and causes of action. This covenant releasing Grantor shall be a covenant running with the Property and shall be binding upon Grantee. Grantor hereby assigns without recourse or representation of any nature to Grantee, effective upon the execution and delivery hereof, any and all claims the Grantor may have for any such errors, omissions or defects in the Property. As a material covenant and condition of this conveyance, Grantee agrees that in the event of any defects, or other conditions affecting the Property, Grantee shall look solely to Grantor's predecessors or to such contractors and consultants as may have contracted for work in connection with the Property for any redress or relief. Upon the assignment by Grantor of Grantor's claims, Grantee releases Grantor of all rights, express or implied, Grantee may have against Grantor arising out of or resulting from any defects in the Property. Grantee further understands that some of Grantor's predecessors in interest may be or become insolvent, bankrupt, judgment proof or otherwise incapable of responding in damages, and Grantee may have no remedy against such predecessor, contractors, or consultants.

It is understood and agreed that the purchase price has been adjusted by prior negotiation to reflect that all of the subject Property is sold by Grantor and purchased by Grantee subject to the foregoing.

EXECUTED this _____ day of _____, 2009.

GRANTOR:

Moore Control Systems, Inc.

_____
BY:

_____
Printed Name:

_____
Title:

Acknowledgement

STATE OF TEXAS

COUNTY OF _____

The foregoing instrument was acknowledged before me in the _____ day of _____, 2009, by _____, the _____ of Moore Control Systems, Inc.

_____
NOTARY PUBLIC, STATE OF TEXAS

(SEAL)

_____
PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

_____

After recording please return to:
Property Acquisition Services, Inc.
19855 Southwest Freeway., Suite 200
Sugar Land, TX 77479

EXHIBIT A

County: **Fort Bend**
Road: **Katy-Flewellen**
Project Limits: **Katy-Gaston to Greenbusch**

PROPERTY DESCRIPTION OF PARCEL 14

Being a 0.3553 of one acre (15,475 square feet) parcel of land situated in the George W. Cartwright Survey, Abstract 149 in Fort Bend County, Texas, being out of a called 3.0093 acre tract of land conveyed to the Moore Control Systems, Inc. by deed filed under Clerk's File Number 8901444 of the Official Public Records of Real Property of Fort Bend County, Texas, dated December 7, 1988, said 0.3553 of one acre parcel being more particularly described by metes and bounds as follows:

COMMENCING from a 5/8-inch iron rod found for the easterly corner of said called 3.0093 acre tract, being the former southerly corner of the a called 3.0 acre tract of land as described by deed filed under Clerk's File Number 9118910 of the Official Public Records of Real Property of Fort Bend County, Texas, dated April 1, 1991;

THENCE, North 47°01'57" West (called: South 45°21'16" East) along said northeasterly line of said called 3.0093 acre tract, same being along the southwesterly line of said called 3.0 acre tract, a distance of 373.32 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for corner, being on the proposed southeasterly right-of-way line of Katy-Flewellen Road (100-foot width) and being the northeasterly corner and POINT OF BEGINNING of the herein described parcel;

1.) THENCE, South 42°48'09" West along said proposed southeasterly right-of-way line of said Katy-Flewellen Road, a distance of 309.54 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for corner, being on the northeasterly line of a called 3.0 acre tract of land as described by deed filed under Clerk's File Number 9668924 of the Official Public Records of Real Property of Fort Bend County, Texas, dated October 16, 1996, being on the southwesterly line said called 3.0093 acre tract and being the southeasterly corner of the herein described parcel;

2.) THENCE, North 46°55'53" West (called: North 44°24' East) along the common line between said called 3.0 acre tract and called 3.0093 acre tract, passing at a distance of 30.79 feet a found 1/2-inch iron rod on the occupied existing southeasterly right of way line of Katy-Flewellen Road, in all, a total distance of 50.00 feet to a point for corner, being on the approximate survey line of aforementioned George W. Cartwright Survey located within the occupied right of way of said Katy-Flewellen Road (no instrument of record was found), being the northerly corner of said called 3.0 acre tract, being the westerly corner of said called 3.0093 acre tract and being the southwesterly corner of the herein described parcel, from which a found 3/4-inch iron rod bears South 46°55'53" East, 371.76 feet;

EXHIBIT A

3.) THENCE, North 42°48'09" East (called: North 44°24' East, 310.40 feet), along said approximate survey line of aforementioned George W. Cartwright, a distance of 309.45 to a point for corner, being the westerly corner of aforementioned called 3.0 acre tract, being the northerly corner of said called 3.0093 acre tract and being the northwesterly corner of the herein described parcel;

4.) THENCE, South 47°01'57" East (called: South 47°21'16" East) along the common line between said called 3.0 acre tract and called 3.0093 acre tract, , passing at a distance of 32.35 feet a found 5/8-inch iron rod on aforementioned occupied existing southeasterly right of way line of Katy-Flewellen Road, in all, a total distance of 50.00 feet to the POINT OF BEGINNING and containing an area of 0.3553 of one acre (15,475 square feet) of land.

This property description was prepared in conjunction with a parcel plat of the same date.

Abstracting was completed in August 2008.

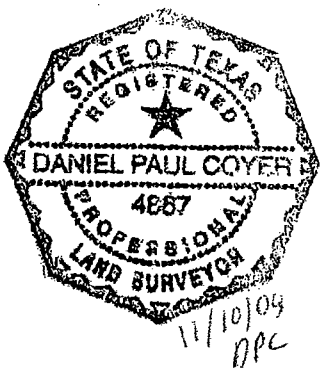
Ground Surveying was completed in September 2008.

The Point of Beginning has coordinates of: X=2,977,602.95 and Y=13,841,838.35.

All bearings and coordinates are based on the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983, 1993 adjustment. All distances and coordinates shown are surface and may be converted to grid by multiplying by a combined adjustment factor of 0.999888968.

Daniel Paul Coyer

Daniel Paul Coyer, R.P.L.S
Registered Professional Land Surveyor No. 4867
GeoSurv, Inc. (TSC Surveying Company)
3300 S. Gessner Road, Suite 120
Houston, Texas 77063



11/10/08
DPC

EXISTING R.O.W.

20' WIDENING VOL. 1249, PG. 122 F.B.C.D.R.

FORMER EXISTING R.O.W.

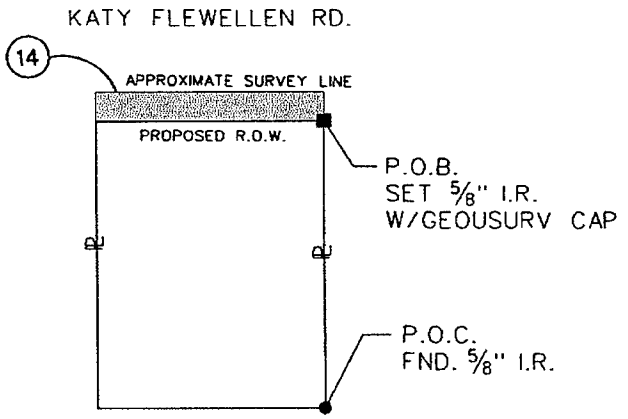
NO INSTRUMENT OF RECORD FOUND

℄ APPROXIMATE SURVEY LINE

OCCUPIED EXISTING R.O.W.

PROPOSED R.O.W.

PROOF OF R.O.W. DETAIL
N.T.S.



PARENT TRACT INSET
PARCEL 14
N.T.S.

LEGEND

- ■ SET 5/8" I.R. W/GEOSURV CAP
- ● FOUND PROPERTY CORNER UNLESS OTHERWISE NOTED
- ○ POINT
- ℄ PROPERTY LINE

NOTES:
1. ALL BEARINGS AND SURFACE COORDINATES ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983(NAD 83), TEXAS SOUTH CENTRAL ZONE 4204, EPOCH DATE 2001.00. THE HORIZONTAL CONTROL WAS ESTABLISHED UTILIZING GPS STATIC METHODS WITH THE GPS VECTORS BEING PROCESSED TO NGS CORS INFORMATION.

2. ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 0.999888968.

TAKING

AREA WITHIN OCCUPIED R.O.W.	-	0.2244 AC. 9,771 S.F.
AREA OUTSIDE OCCUPIED R.O.W.	-	0.1309 AC. 5,704 S.F.
TOTAL AREA	-	0.3553 AC. 15,475 S.F.

EXISTING ACRES	TAKING ACRES/ S.F.	REMAINDER ACRES
3.0093	0.3553 15,475	2.6540

STATE OF TEXAS
REGISTERED
DANIEL PAUL COYER
4867
PROFESSIONAL
LAND SURVEYOR

11/10/08

GEOSURV
Mapping and Surveying
5300 S. Gessner Rd., Suite 126
Houston, Texas 77063
tel. 713-784-4400 * fax 713-784-4403

PARCEL 14
PAGE 3 OF 4

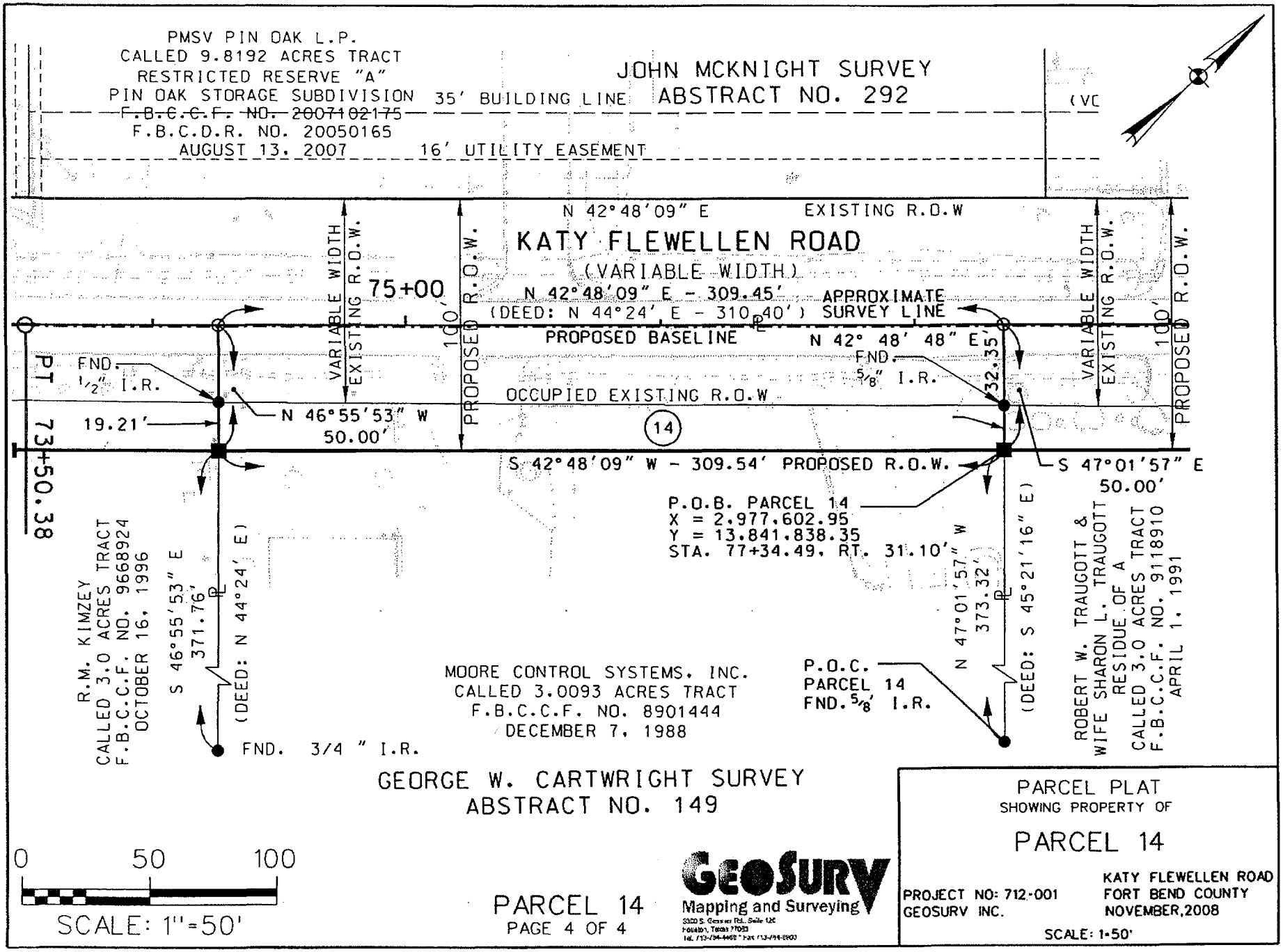
PARCEL PLAT
SHOWING PROPERTY OF

PARCEL 14

KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER,2008

PROJECT NO: 712-001
GEOSURV INC.

SCALE: 1"=50'



PARCEL 14
PAGE 4 OF 4

GeoSurv
Mapping and Surveying
3300 S. Gessner Rd., Suite 126
Houston, Texas 77063
Tel. 713-784-4460 * Fax 713-784-8800

PARCEL PLAT
SHOWING PROPERTY OF

PARCEL 14

KATY FLEWELLEN ROAD
FORT BEND COUNTY
NOVEMBER, 2008

PROJECT NO: 712-001
GEOSURV INC.

SCALE: 1"=50'

A. U.S.DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT	B.TYPE OF LOAN	OMB No. 2502-0265
	1. [ ]FHA 2. [ ]FMHA 3. [ ]CONV. UNINS. 4. [ ]VA 5. [ ]CONV. INS.	
	6. FILE NUMBER: 08301185	7. LOAN NUMBER:
	8. MTG. INS. CASE NO.:	

C.NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("p.o.c.") were paid outside the closing: they are shown here for information purposes and are not included in the totals.

D. NAME OF BORROWER: FORT BEND COUNTY

ADDRESS:

E. NAME OF SELLER: Moore Control Systems, Inc.

ADDRESS: SELLER TIN:

F. NAME OF LENDER:

ADDRESS:

G.PROPERTY LOCATION: 0.3553 acres in George W. Cartwright Svy., ABS. #149
Fort Bend County, Texas
Parcel 14 Katy Flewellen

H. SETTLEMENT AGENT: STEWART TITLE COMPANY CLOSER: MARC LAROCCA PHONE NUMBER: (713) 627-1310
ADDRESS: 4700 W. SAM HOUSTON PKWY N.
HOUSTON, TEXAS 77041 SETTLEMENT AGENT TIN: 74-0923770

PLACE OF SETTLEMENT: STEWART TITLE COMPANY PHONE NUMBER: (713) 625-8702 I.SETTLEMENT DATE
ADDRESS: 1980 POST OAK BLVD. Closing date:
HOUSTON, TEXAS 77056 Proration date:

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract sales price	42,620.00	401. Contract sales price	42,620.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower(line 1400)	779.36	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid for seller in advance:	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109. Maintenance to		409. Maintenance to	
110. School/Taxes to		410. School/Taxes to	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER:	43,399.36	420. GROSS AMOUNT DUE TO SELLER:	42,620.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money		501. Excess deposit(see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller(line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Commitment Fee		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213. School/Taxes to		513. School/Taxes to	
214.		514. Maintenance to	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER:		520. TOTAL REDUCTION IN AMOUNT:	
300. CASH AT SETTLEMENT FROM/TO BORROWER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross amount due from borrower(line 120)	43,399.36	601. Gross amount due to seller(line 420)	42,620.00
302. Less amounts paid by/for borrower(line 220)		602. Less total reductions in amount due seller(line 520)	
303. CASH [X FROM] [TO] BORROWER:	43,399.36	603. CASH [X TO] [FROM] SELLER:	42,620.00

File 08301185	L. SETTLEMENT CHARGES		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISION Based on $	@	%=		
Division of Commission (line 700) as follows:				
701. $	to			
702. $	to			
703. Commission paid at settlement				
704.				
800. ITEMS PAYABLE IN CONNECTION WITH LOAN.				
801. Loan Origination fee	%			
802. Loan Discount	%			
803. Appraisal fee	to			
804. Credit Report	to			
805. Lender's inspection fee	to			
806. Mortgage Insurance application fee	to			
807. Assumption Fee	to			
808. Commitment Fee	to			
809. FNMA Processing Fee	to			
810. Pictures	to			
811.	to			
812.	to			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE.				
901. Interest from to	@$	/day		
902. Mortgage insurance premium for	mo. to			
903. Hazard insurance premium for	yrs. to			
904. Flood Insurance	yrs. to			
905.				
1000. RESERVES DEPOSITED WITH LENDER				
1001. Hazard Insurance	mo.@$	per mo.		
1002. Mortgage insurance	mo.@$	per mo.		
1003. City property taxes	mo.@$	per mo.		
1004. County property taxes	mo.@$	per mo.		
1005. Annual assessments (Maint.)	mo.@$	per mo.		
1006. School Property Taxes	mo.@$	per mo.		
1007. Water Dist. Prop. Tax	mo.@$	per mo.		
1008. Flood Insurance	mo.@$	per mo.		
1009. Aggregate Accounting Adjustment				
1100. TITLE CHARGES:				
1101. Settlement or closing fee	to			
1102. Abstract or title search	to STEWART TITLE COMPANY		150.00	
1103. Title examination	to			
1104. Title insurance binder	to			
1105. Document preparation	to			
1106. Notary fee	to			
1107. Attorney's fee to	to			
(includes above items No.:				
1108. Title insurance	to STEWART TITLE COMPANY		454.00	
(includes above items No.:)				
1109. Lender's coverage	$			
1110. Owner's coverage 42,620.00	$ 454.00			
1111. Escrow fee	to			
1112. Restrictions	to			
1113. Messenger Fee/Document Delivery	to STEWART TITLE COMPANY		20.00	
1114.	to			
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES				
1201. Recording fees: Deed $ 50.00	Mrtg $ 30.00	Rel. $	80.00	
1202. City/county tax/stamps: Deed $	Mrtg $			
1203. State tax/stamps: Deed $	Mrtg $			
1204. Tax certificates	to STEWART TITLE COMPANY		70.36	
1205.	to			
1206. State of Texas Policy Gty Fee	to STEWART TITLE POLICY GUARANTY FEE		5.00	
1300. ADDITIONAL SETTLEMENT CHARGES				
1301. Survey	to			
1302. Pest inspection	to			
1303.	to			
1304.	to			
1305.	to			
1400. TOTAL SETTLEMENT CHARGES (entered on lines 103, Section J and 502, Section K)			779.36	

CERTIFICATION: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

Borrowers Sellers

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent Date

SEE PAGE 3 FOR SIGNATURES, IF APPLICABLE

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18: U.S. Code Section 1001 and Section 1010.

CERTIFICATION

Seller's and Purchaser's signature hereon acknowledges his/their approval of tax prorations and signifies their understanding that prorations were based on taxes for the preceding year or estimates for the current year, and in the event of any change for the current year, all necessary adjustments must be made between Seller and Purchaser; likewise any default in delinquent taxes will be reimbursed to Title Company by the Seller.

Title Company, in its capacity as Escrow Agent, is and has been authorized to deposit all funds it receives in this transaction in any financial institution, whether affiliated or not. Title Company shall not be liable for any interest or other charges on the earnest money and shall be under no duty to invest or reinvest funds held by it at any time. Seller and Purchasers hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Title Company has or may have other banking relationships and further consent to the retention by Title Company and/or its affiliates of any and all benefits (including advantageous interest rates on loans) Title Company and/or its affiliates may receive from such financial institutions by reason of their maintenance of said escrow accounts.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

SELLER(S):

MOORE CONTROL SYSTEMS, INC.

By: _____
Name: _____
Title: _____

PURCHASER (S):

FORT BEND COUNTY

By: _____
Judge Robert E. Hebert
Fort Bend County Judge 4-17-09

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

STEWART TITLE OF HOUSTON

By: _____ _____
Marc LaRocca, Commercial Escrow Officer — Date
Settlement Agent

WARNING:
It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

WAIVER OF INSPECTION AND DISCLOSURE NOTICE

RE: Stewart Title of Houston GF No. 08301185;

Brief Description of Property - PARCEL 14 (KATY FLEWELLEN)

Being a 0.3553 of one acre (15,475 square feet) parcel of land situated in the George W. Cartwright Survey, Abstract 149 in Fort Bend County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

THE UNDERSIGNED BUYER/BORROWER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING NOTICE FROM STEWART TITLE COMPANY PRIOR TO CLOSING:

1. Waiver of Inspection.

You may refuse to accept an exception to "Rights of Parties in Possession." "Rights of Parties in Possession" means one or more persons who are themselves actually physically occupying the land or a portion thereof under a claim of right which may be adverse to the record owner of the land as shown in Schedule A of the Commitment. The Company may require an inspection and additional charge for reasonable and actual costs to inspect, and may make additional exceptions for matters the inspection reveals. If you do not delete this paragraph, you consent to this exception and waive inspection of the land.
YOU MAY REFUSE TO ACCEPT THIS EXCEPTION BY MARKING OUT THIS PARAGRAPH 1AND

PAYING THE ADDITIONAL COSTS INVOLVED.

2. Receipt of Commitment.

You acknowledge having received and reviewed a copy of the Title Commitment issued in connection with this transaction. You understand that your Owner Policy will contain the exceptions set forth in Schedule B, and any unresolved items set forth in Schedule C of the Commitment, and any additional exceptions to title resulting from the documents involved in this transaction, and any additional exceptions reflected by an exhibit attached hereto.

3. Survey.

If we have been furnished with a current survey of the subject property acceptable to us, you may request amendment of the "Area and Boundary Exception" to read "Shortages in Area." The Area and Boundary Exceptions is as follows: "Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements." You must furnish a current survey. The survey must be acceptable to the Company. You also must pay an additional premium equal to 15% of the basic premium charge. The Company may make additional exceptions for items shown on the survey.
YOU MAY REQUIRE AMENDMENT OF THE AREA AND BOUNDARY EXCEPTION BY MARKING

OUT THIS PARAGRAPH 3 AND BY COMPLYING WITH ITS PROVISIONS BEFORE COMPLETION

OF THIS CLOSING.

4. Arbitration.

This Paragraph 4 does not apply to the Residential Owner Policy (T-1R), and if applicable the parties must later agree to arbitrate under such policy if the land covers a one to four family residential property or condominium unit.

If this is not residential, as stated above, you may require deletion of the arbitration provision of the Owner Policy. If you do not delete this provision, either you or the Company may require arbitration, if the law allows. There is no charge to delete this provision.

IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 4.

5. Notice.

You may wish to consult an attorney to discuss matters shown in Schedule B and C of the Commitment. These matters will affect your title and use of your land. Your Title Insurance Policy will be a legal contract between you and the Company. The Commitment and Policy are not abstracts of title, title reports or representations of title. They are contracts of indemnity. We do not represent that your intended use of the property is allowed under the law or in the restrictions on your land.

ACKNOWLEDGED as of 17 April, 2009.

FORT BEND COUNTY

By: _____

Judge Robert E. Hebert
Fort Bend County Judge

TAX AGREEMENT

Stewart Title Company
Houston, Texas

GF No.: 08301185 – Parcel 14 (Katy Flewellen)

Brief Description of Property:
Being a 0.3553 of one acre (15,475 square feet) parcel of land situated in the George W. Cartwright Survey, Abstract 149 in Fort Bend County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

We, the undersigned, hereby acknowledge that the taxes WERE NOT prorated in the above captioned file at the time of closing.

The Seller(s) acknowledge that they are responsible for all taxes prior to the date of closing. Should it develop at a later date that taxes, other than those collected, are due for prior years, Seller(s) agree to make full settlement to Stewart Title Company, upon notification.

SELLER recognizes their responsibility for current year taxes. Further, SELLER agrees to contact all taxing authorities to notify them of the change in ownership of subject property to assure proper receipt of future tax notice.

By the execution hereof, Buyer(s) and Seller(s) acknowledge that: (1) the tax information obtained by Stewart Title Company was procured only for the benefit of Stewart Title Company and only for the purpose of determining the insurability of the property, (ii) that no party other than Stewart Title Company is entitled to rely on such information, and (iii) that the tax information and prorations have been provided to the Buyer(s), Seller(s), and Lender(s) as a courtesy only. Buyer and Seller hereby release Stewart Title Company from all liability and claims for damages resulting from proration of taxes in this transaction.

We agree that Stewart Title Company shall not be held responsible for such tax prorations in any event.

Buyer: **FT. BEND COUNTY**

By: _____
Judge Robert E. Hebert,
Fort Bend County Judge 4-17-09

Seller(s): **MOORE CONTROL SYSTEMS, INC.**

By : _____
Name: _____
Title: _____

STEWART TITLE

BUYER CORRESPONDENCE INFORMATION FORM

GF NO. 07126526

All correspondence in connection with this transaction should be addressed to:

Property Acquisition Services, Inc.
19855 Southwest Freeway, Suite 200
Sugar Land, Texas 77479
Attention: Shelly Johnson

PHONE NUMBER: 281-343-7171

E-MAIL ADDRESS: sjohnson@pascorp.com

FORT BEND COUNTY

By: _____ Date: 4-17-09

Judge Robert E. Hebert
Fort Bend County Judge

AFFIDAVIT AS TO DEBTS, LIENS AND POSSESSION

RE: Stewart Title of Houston GF No. 08301185

Brief Description of Property - PARCEL 14 (KATY FLEWELLEN)

Being a 0.3553 of one acre (15,475 square feet) parcel of land situated in the George W. Cartwright Survey, Abstract 149 in Fort Bend County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

BEFORE ME, the undersigned authority, on this day personally appeared
Moore Control Systems, Inc.
Owner/Seller

known to me to be the person(s) whose name(s) are subscribed hereto and upon his/her oath deposes and says:

1. No proceedings in bankruptcy or receivership have been instituted by or against him/her or the entity which they represent in the subject transaction.

2. If acting in their individual capacity, that there has been no change in their marital status since acquiring the subject property.

3. There exists no unpaid debts for lighting fixture, plumbing, water heaters, air conditioning, kitchen equipment, carpeting, fences, roofing, street paving, or any other form of personal or fixture items that are located on the subject property whether secured by financing statements, security agreements or otherwise, except the following:_____.

4. There are no loans, unpaid judgments, or liens of any kind, including federal and/or state liens, and no unpaid association fees or governmental taxes, charges or assessments of any kind affecting the subject property except:_____.

5. All labor and material costs associated with any improvements on the subject property have been paid, and there are now no claims for unpaid labor or material costs for the construction of improvements affecting the subject property except:_____.

6. There are no leases, contracts to sell the land, rights of first refusal, or parties in possession other than the party making this Affidavit, except for:_____.

7. If this involves a sale, the Seller is not a non-resident alien, foreign corporation, foreign trust, foreign estate or other foreign entity as defined by the Internal Revenue Service. The **Seller's United States Employer's tax identification number or Social Security Number is: _____.** This information may be disclosed to the Internal Revenue Service, and is furnished to the Buyer to inform the Buyer that withholding of tax on this sale is not required under Section 1445 of the Internal Revenue Code.

8. Except as specifically disclosed herein, the party making this Affidavit agrees to pay on demand any and all amounts secured by any liens, claims, or rights which currently apply to the subject property or are subsequently established against the subject property, and which were created by or known to the undersigned, or have an inception date prior to the closing of this transaction and the recording of the deed and mortgage.

9. The party making this Affidavit hereby acknowledges and agrees that the Buyer/Borrower/Purchaser, Lender, and/or Title Company are relying on the truth of the statements and information contained herein, and would not purchase, lend money thereon or issue title policies unless said statements, information and representations were accurately made. If the party for whom I am making this Affidavit is an entity, I hereby represent that I have authority to sign this Affidavit on behalf of such entity.

IT IS SPECIALLY UNDERSTOOD AND AGREED THAT ANY AND ALL SPACES ON THIS FORM THAT I HAVE NOT COMPLETED OR OTHERWISE LEFT BLANK ARE THEREBY INTENDED TO STATE "NONE" OR "NOT APPLICABLE" AS THE CASE MAY BE.

IN WITNESS WHEREOF I/we have signed my/our name(s):

MOORE CONTROL SYSTEMS, INC.

By: _____
Name: _____
Title: _____

SWORN TO AND SUBSCRIBED before me the undersigned authority, on this _____ day of

_____, 2009.

_____
Notary Public in and for
The State of Texas

Property Acquisition Services, Inc.

April 15, 2009

AGENDA ITEM
39B2 Parcel 1

Paulette Batts
Executive Assistant
Fort Bend County Engineering
1124 Blume Road
Rosenberg, Texas 77471

Re: Greenbusch Project - Parcel 1 – Pin Oak Homeowners Association

Dear Ms. Batts:

Please find enclosed the following referenced documents for signature and your review:

- Original Check Request
- Original Deed for County Attorney Review
- Original Settlement Statement
- Original Title Company Disclosure:
  - → Waiver of Inspection & Disclosure to Owner
  - → Tax Agreement
  - → Buyer Correspondence Information Form
  - → Notice to Purchasers of Real Property – MUD 37
  - → Info for Real Estate 1099-S Report Filing
  - → Affidavit as to Debts, Liens, & Possession

At this time, we ask that the County have both settlement statements and supporting documents executed for processing. Once these agreements are signed and the check requested processed, my office will pick up all documents from you and deliver all original documents along with the check to the title company for closing.

Thank you for your attention to this matter and please contact me at (281) 343-7171 if I can answer any questions or be of further assistance.

Sincerely,

for Mark Davis
Project Manager

Enclosures

Approved by Commissioners Court 4/20/09

4-21-09 Copy received

19855 Southwest Freeway, Suite 200, Sugar Land, TX 77479 • Office: 281-343-7171 • Fax: 281-343-8181

FORT BEND COUNTY
REQUEST FOR CHECK

Date Requested:	April 14, 2009
Check Needed By:	**ASAP**
Fort Bend County P.O. No.:	_____
Vendor:	**Property Acquisition Services, Inc.**
Address:	19855 Southwest Freeways, Suite 200 Sugar Land, TX 77479 Office (281) 343-7171
Project Location:	Greenbusch
Payee:	**Stewart Title Company**
Payee's Address:	1980 Post Oak Blvd., Suite 110 Houston, TX 77056
Payee's Tax ID/SS #:	On File
Amount of Check:	**$11,055.95**
Description:	**Parcel 1**- Pin Oak Homeowners Association 0.017 acres, I & G N Railroad Survey, A-267
Comments:	**PLEASE RETURN CHECK TO PAULETTE BATTS**

Requested By: Shelly J for Mark Davis

Special Warranty Deed

Date: _____

Grantor: Pin Oak Homeowners Association

Grantor's Mailing Address:

Pin Oak Homeowners Association
16360 Park Ten Place, Ste. #310
Houston, TX 77084

Grantee: FORT BEND COUNTY, a Texas governmental entity

Grantee's Mailing Address:

FORT BEND COUNTY
301 Jackson St., Ste.719
Richmond Texas 77469
Fort Bend County

Consideration:

TEN THOUSAND FIVE HUNDRED FORTY ONE AND NO/100 DOLLARS ($10,541.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

Being a tract or parcel containing .017 acre (762 square feet) of land situated in the I. & G.N. Railroad Survey, Abstract Number 267, Fort Bend County, Texas, and being out and a part of Restricted Reserve "B" of Pin Oak Village Section Three, a subdivision of record in slide number 1240A, Fort Bend County Plat Records, Fort Bend County, Texas.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing

rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing by reason of the applicable water district; and taxes for 2009, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

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 heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, 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.

Pin Oak Homeowners Association

_____

By:

_____

Printed Name:

_____

Title:

STATE OF TEXAS)

COUNTY OF _____)

Before me on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act of Pin Oak Homeowners Association, for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2009.

_____
Notary Public, State of Texas
My commission expires: _____

AFTER RECORDING RETURN TO:

Property Acquisition Services, Inc.
19855 Southwest Freeway, Suite 200
Sugar Land, Texas 77479

EXHIBIT "A"

PARCEL 1

DESCRIPTION OF A TRACT OF LAND CONTAINING
0.017 ACRE (762 SQUARE FEET) SITUATED IN
THE I. & G.N. RAILROAD SURVEY, ABSTRACT NUMBER 267,
FORT BEND COUNTY, TEXAS

Being a tract or parcel containing 0.017 acre (762 square feet) of land situated in the I. & G.N. Railroad Survey, Abstract Number 267, Fort Bend County, Texas, and being out and a part of Restricted Reserve "B" of Pin Oak Village Section Three, a subdivision of record in Slide Number 1240A, Fort Bend County Plat Records, Fort Bend County, Texas. Said 0.017 acre tract being more particularly described by metes and bounds as follows (bearings are oriented to the Texas Coordinate System of 1983, South Central Zone):

COMMENCING FOR REFERENCE at a 5/8-inch iron rod found in the westerly right-of-way (R.O.W.) line of Pin Oak Road (100 feet wide), as recorded in Pin Oak Village Section One, a subdivision of record in Volume 28, Page 14, Fort Bend County Map Records, marking the most easterly north corner of said Restricted Reserve "B";

THENCE, South 16°39'41" East, along the easterly line of said Restricted Reserve "B" and along the westerly R.O.W. line of said Pin Oak Road, a distance of 139.25 feet to a 5/8-inch iron rod with yellow cap stamped "Cobb, Fendley & Associates" set marking the **POINT OF BEGINNING** and northerly corner of the herein described tract;

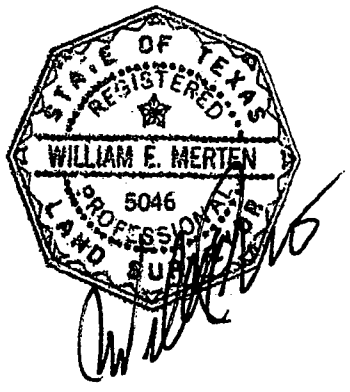
THENCE, South 16°39'41" East, continuing along the easterly line of said Restricted Reserve "B" and along the westerly R.O.W. line of said Pin Oak Road, a distance of 64.35 feet to a 5/8-inch iron rod with yellow cap stamped "Cobb, Fendley & Associates" set in the northeasterly line of a called 1.000 acre tract conveyed to Fred I. Ormiston and wife, Natali Ormiston by deed recorded under County Clerk's File Number 2005131327, of the Official Records of Fort Bend County, Texas, marking the southerly corner of said Restricted Reserve "B" and the herein described tract;

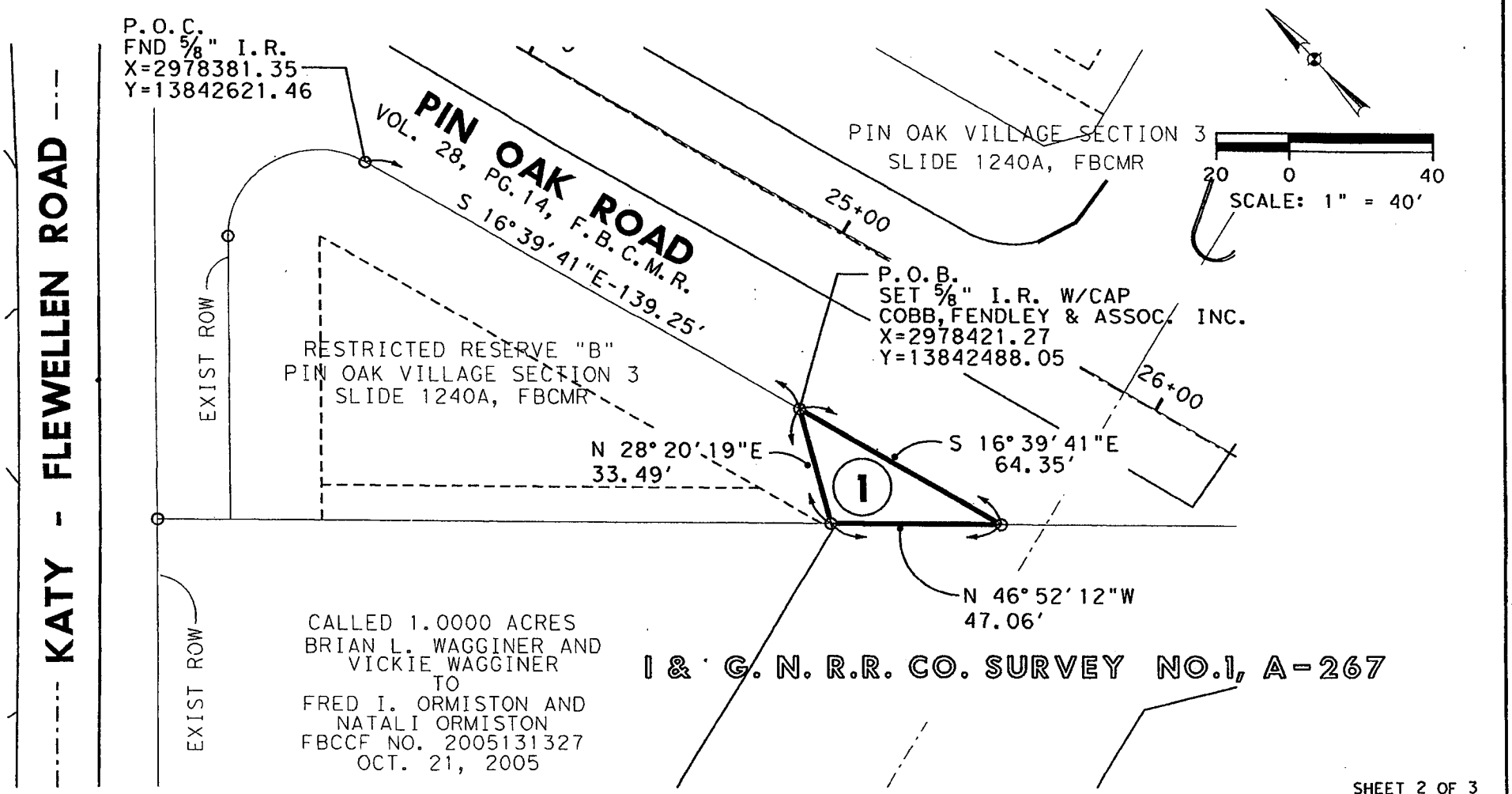
THENCE, North 46°52'12" West, along the southwesterly line of said Restricted Reserve "B and along the northeasterly line of said 1.000 acre tract, a distance of 47.06 feet to a 5/8-inch iron rod with yellow cap stamped "Cobb, Fendley & Associates" set marking the westerly corner of the herein described tract;

THENCE, North 28°20'19" East, over and across said Restricted Reserve "B", a distance of 33.49 feet to the **POINT OF BEGINNING** and containing 0.017 acre (762 square feet) of land.

COBB, FENDLEY & ASSOCIATES, INC.
13430 Northwest Freeway, Suite 1100
Houston, Texas 77040
Phone: 713-462-3242

Job No. 0412-005-02
March 12, 2008
Rev. May 9, 2008





SHEET 2 OF 3

EXISTING ACREAGE	ROW TAKING ACRE / SQ FT	REMAINING ACREAGE
0.2947	0.017 / 762	0.2777

I, William E. Merten, A Registered Professional Land Surveyor, hereby certify that this plat and the accompanying legal description of even date, represent an actual survey made on the ground under my supervision.

William E. Merten
Registered Professional
Land Surveyor
No. 5046-State of Texas
Date: MAY 9 2008

STATE OF TEXAS
REGISTERED
WILLIAM E. MERTEN
5046
PROFESSIONAL
LAND SURVEYOR

REV. NO.	DESCRIPTION	DATE	APP.

Cobb Fendley & ASSOCIATES
13430 NORTHWEST FRWY, SUITE 1100
HOUSTON, TEXAS 77040
(713) 462-3242

DATE	DRAWN	CHECKED	APPROVED	SCALE
	LDW	WM/SF	SF	

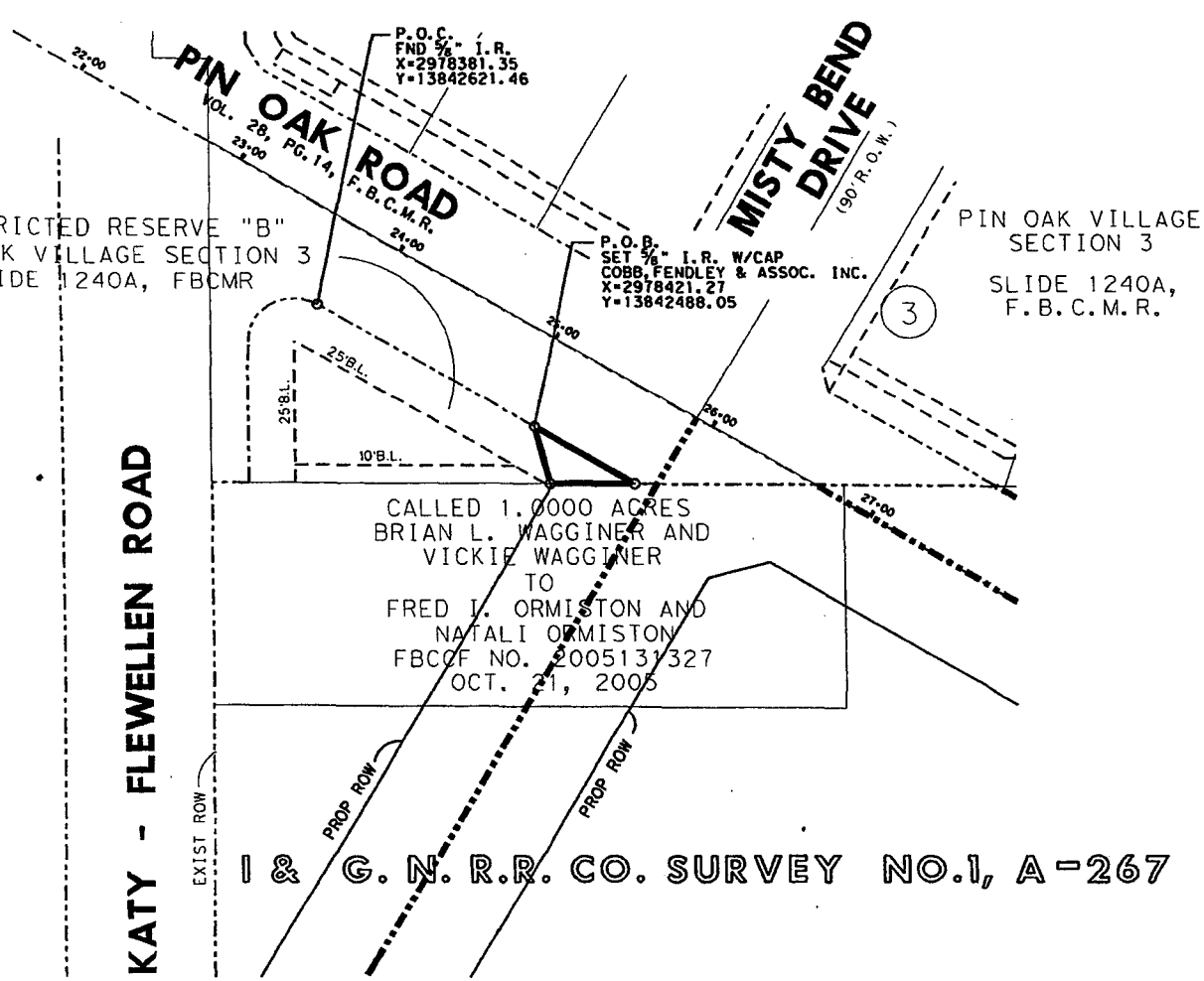
GREENBUSCH ROAD
SURVEY PLAT OF A 0.017 ACRE
TRACT OF LAND SITUATED IN THE
I. & G.N. RAILROAD SURVEY NO.1, A-267
FORT BEND COUNTY, TEXAS

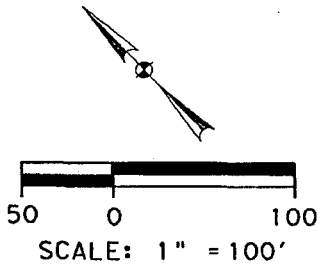
PARCEL NO. 1

ROW CSJ #	COUNTY	HWY/ROAD
	FORT BEND	

d:\cfa\2007\12019.greenbusch\sur\dgn\070412005_row_PARCEL 1.dgn

5/29/2008





Notes:

1. Area quantities designated with (C) were calculated from the deed referenced, area was not specified in the deed.
2. All bearings and coordinates are based on the Texas Coordinate System of 1983, South Central Zone referenced to the Harris County TSARP Monument System (2001 adjustment). Coordinates and distances shown hereon are surface and may be converted to grid by multiplying by a scale factor of 0.999888968.
3. Field information shown hereon is based on an "on the ground" survey performed by Cobb Fendley & Associates, Inc. from July 2007 through April 2008 under account numbers 0412-005-02 and 0712-019-01.
4. Set 5/8" iron rods with yellow cap stamped "Cobb Fendley & Associates" at all tract corners unless otherwise shown.
5. Fort Bend County Map Records, F.B.C.M.R.
6. Fort Bend County Plat Records, F.B.C.P.R.
7. Fort Bend County Deed Records, F.B.C.D.R.
8. Fort Bend County Clerks File , F.B.C.C.F.
9. Drawing is referenced to a metes and bounds description prepared by Cobb, Fendley & Assoc. Inc. of even date herewith.

SHEET 3 OF 3

EXISTING ACREAGE	ROW TAKING ACRE / SQ FT	REMAINING ACREAGE
0.2947	0.017 / 762	0.2777

I, William E. Merten, A Registered Professional Land Surveyor, hereby certify that this plat and the accompanying legal description of even date, represent an actual survey made on the ground under my supervision.

William E. Merten
Registered Professional
Land Surveyor
No. 5046-State of Texas
Date: MAY 9 2008

STATE OF TEXAS
REGISTERED
WILLIAM E. MERTEN
5046
PROFESSIONAL
LAND SURVEYOR

REV. NO.	DESCRIPTION	DATE	APP.

Cobb Fendley & ASSOCIATES
13430 NORTHWEST FRWY, SUITE 1100
HOUSTON, TEXAS 77040
(713) 462-3242

DATE	DRAWN	CHECKED	APPROVED	SCALE
	LDW	WM/SF	SF	

GREENBUSCH ROAD
SURVEY PLAT OF A 0.017 ACRE TRACT OF LAND SITUATED IN THE I. & G.N. RAILROAD SURVEY NO. 1, A-267 FORT BEND COUNTY, TEXAS

PARCEL NO. 1

ROW CSJ #	COUNTY	HWY/ROAD
	FORT BEND	

d:\cfa\2007\#12019_greenbusch\sur*dgn\#070412005_row_PAR1-1.dgn

5/29/2008

A. U.S.DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT	B.TYPE OF LOAN	OMB No. 2502-0265
	1. [ ]FHA 2. [ ]FMHA 3. [ ]CONV. UNINS. 4. [ ]VA 5. [ ]CONV. INS.	
	6. FILE NUMBER: 08300265	7. LOAN NUMBER:
	8. MTG. INS. CASE NO.:	

C.NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("p.o.c.") were paid outside the closing: they are shown here for information purposes and are not included in the totals.

D. NAME OF BORROWER: FORT BEND COUNTY

ADDRESS:

E. NAME OF SELLER: Pin Oak Homeowners Association

ADDRESS: SELLER TIN:

F. NAME OF LENDER:

ADDRESS:

G.PROPERTY LOCATION: 0.017 ac I.&G.N. Railroad Svy, A-267 and/part Rest B
Pin Oak Vil. Sec.3 Ft Bend
Parcel 1 Greenbusch

H. SETTLEMENT AGENT: STEWART TITLE COMPANY CLOSER: MARC LAROCCA PHONE NUMBER: (713) 627-1310
ADDRESS: 4700 W. SAM HOUSTON PKWY N.
HOUSTON, TEXAS 77041 SETTLEMENT AGENT TIN: 74-0923770

PLACE OF SETTLEMENT: STEWART TITLE COMPANY PHONE NUMBER: (713) 625-8702 I.SETTLEMENT DATE
ADDRESS: 1980 POST OAK BLVD. Closing date:
HOUSTON, TEXAS 77056 Proration date:

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract sales price	10,541.00	401. Contract sales price	10,541.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower(line 1400)	514.95	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid for seller in advance:	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109. Maintenance to		409. Maintenance to	
110. School/Taxes to		410. School/Taxes to	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER:	11,055.95	420. GROSS AMOUNT DUE TO SELLER:	10,541.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money		501. Excess deposit(see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller(line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Commitment Fee		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213. School/Taxes to		513. School/Taxes to	
214.		514. Maintenance to	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER:		520. TOTAL REDUCTION IN AMOUNT:	
300. CASH AT SETTLEMENT FROM/TO BORROWER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross amount due from borrower(line 120)	11,055.95	601. Gross amount due to seller(line 420)	10,541.00
302. Less amounts paid by/for borrower(line 220)		602. Less total reductions in amount due seller(line 520)	
303. CASH [X FROM] [TO] BORROWER:	11,055.95	603. CASH [X TO] [FROM] SELLER:	10,541.00

File 08300265 **L. SETTLEMENT CHARGES**			PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISION Based on $	@	%=		
Division of Commission (line 700) as follows:				
701. $	to			
702. $	to			
703. Commission paid at settlement				
704.				
800. ITEMS PAYABLE IN CONNECTION WITH LOAN.				
801. Loan Origination fee	%			
802. Loan Discount	%			
803. Appraisal fee	to			
804. Credit Report	to			
805. Lender's inspection fee	to			
806. Mortgage Insurance application fee	to			
807. Assumption Fee	to			
808. Commitment Fee	to			
809. FNMA Processing Fee	to			
810. Pictures	to			
811.	to			
812.	to			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE.				
901. Interest from to	@$	/day		
902. Mortgage insurance premium for	mo. to			
903. Hazard insurance premium for	yrs. to			
904. Flood Insurance	yrs. to			
905.				
1000. RESERVES DEPOSITED WITH LENDER				
1001. Hazard Insurance	mo.@$	per mo.		
1002. Mortgage insurance	mo.@$	per mo.		
1003. City property taxes	mo.@$	per mo.		
1004. County property taxes	mo.@$	per mo.		
1005. Annual assessments (Maint.)	mo.@$	per mo.		
1006. School Property Taxes	mo.@$	per mo.		
1007. Water Dist. Prop. Tax	mo.@$	per mo.		
1008. Flood Insurance	mo.@$	per mo.		
1009. Aggregate Accounting Adjustment				
1100. TITLE CHARGES:				
1101. Settlement or closing fee	to			
1102. Abstract or title search	to STEWART TITLE COMPANY		150.00	
1103. Title examination	to			
1104. Title insurance binder	to			
1105. Document preparation	to			
1106. Notary fee	to			
1107. Attorney's fee to	to			
(includes above items No.:				
1108. Title insurance	to STEWART TITLE COMPANY		235.00	
(includes above items No.:)				
1109. Lender's coverage	$			
1110. Owner's coverage 10,541.00	$ 235.00			
1111. Escrow fee	to			
1112. Restrictions	to			
1113. Messenger Fee/Document Delivery	to STEWART TITLE COMPANY		20.00	
1114.	to			
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES				
1201. Recording fees: Deed $ 40.00	Mrtg $	Rel. $	40.00	
1202. City/county tax/stamps: Deed $	Mrtg $			
1203. State tax/stamps: Deed $	Mrtg $			
1204. Tax certificates	to STEWART TITLE COMPANY		64.95	
1205.	to			
1206. State of Texas Policy Gty Fee	to STEWART TITLE POLICY GUARANTY FEE		5.00	
1300. ADDITIONAL SETTLEMENT CHARGES				
1301. Survey	to			
1302. Pest inspection	to			
1303.	to			
1304.	to			
1305.	to			
1400. TOTAL SETTLEMENT CHARGES (entered on lines 103, Section J and 502, Section K)			514.95	

CERTIFICATION: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

Borrowers

Sellers

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent

Date

SEE PAGE 3 FOR SIGNATURES, IF APPLICABLE

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18: U.S. Code Section 1001 and Section 1010.

Page 3 to be affixed to
HUD-1 Settlement Statement
GF No. 08300265

CERTIFICATION

Seller's and Purchaser's signature hereon acknowledges his/their approval of tax prorations and signifies their understanding that prorations were based on taxes for the preceding year or estimates for the current year, and in the event of any change for the current year, all necessary adjustments must be made between Seller and Purchaser; likewise any default in delinquent taxes will be reimbursed to Title Company by the Seller.

Title Company, in its capacity as Escrow Agent, is and has been authorized to deposit all funds it receives in this transaction in any financial institution, whether affiliated or not. Title Company shall not be liable for any interest or other charges on the earnest money and shall be under no duty to invest or reinvest funds held by it at any time. Seller and Purchasers hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Title Company has or may have other banking relationships and further consent to the retention by Title Company and/or its affiliates of any and all benefits (including advantageous interest rates on loans) Title Company and/or its affiliates may receive from such financial institutions by reason of their maintenance of said escrow accounts.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

SELLER(S):

PIN OAK HOMEOWNERS ASSOCIATION

By: _____
Name: _____
Title: _____

PURCHASER (S):

FORT BEND COUNTY

By: _____
Judge Robert E. Hebert
Fort Bend County Judge
4-20-09

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

STEWART TITLE OF HOUSTON

By: _____
Marc LaRocca, Commercial Escrow Officer
Settlement Agent

Date _____

WARNING:
It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

WAIVER OF INSPECTION AND DISCLOSURE NOTICE

RE: Stewart Title of Houston GF No. 08300265;

Brief Description of Property: Parcel 1 – Greenbusch

A tract or parcel containing 0.017 acre (762 square feet) of land, situated in the I. & G.N. Railroad Survey, Abstract Number 267, Fort Bend County, Texas and being out and a part of Restricted Reserve "B" of PIN OAK VILLAGE, SECTION THREE (3), an addition in Fort Bend County, Texas, according to the map or plat thereof recorded in Slide No. 1240/A, of the Map/Plat Records of Fort Bend County, Texas.

THE UNDERSIGNED BUYER/BORROWER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING NOTICE FROM STEWART TITLE COMPANY PRIOR TO CLOSING:

1. Waiver of Inspection.

You may refuse to accept an exception to "Rights of Parties in Possession." "Rights of Parties in Possession" means one or more persons who are themselves actually physically occupying the land or a portion thereof under a claim of right which may be adverse to the record owner of the land as shown in Schedule A of the Commitment. The Company may require an inspection and additional charge for reasonable and actual costs to inspect, and may make additional exceptions for matters the inspection reveals. If you do not delete this paragraph, you consent to this exception and waive inspection of the land.
YOU MAY REFUSE TO ACCEPT THIS EXCEPTION BY MARKING OUT THIS PARAGRAPH 1AND

PAYING THE ADDITIONAL COSTS INVOLVED.

2. Receipt of Commitment.

You acknowledge having received and reviewed a copy of the Title Commitment issued in connection with this transaction. You understand that your Owner Policy will contain the exceptions set forth in Schedule B, and any unresolved items set forth in Schedule C of the Commitment, and any additional exceptions to title resulting from the documents involved in this transaction, and any additional exceptions reflected by an exhibit attached hereto.

3. Survey.

If we have been furnished with a current survey of the subject property acceptable to us, you may request amendment of the "Area and Boundary Exception" to read "Shortages in Area." The Area and Boundary Exceptions is as follows: "Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements." You must furnish a current survey. The survey must be acceptable to the Company. You also must pay an additional premium equal to 15% of the basic premium charge. The Company may make additional exceptions for items shown on the survey.
YOU MAY REQUIRE AMENDMENT OF THE AREA AND BOUNDARY EXCEPTION BY MARKING

OUT THIS PARAGRAPH 3 AND BY COMPLYING WITH ITS PROVISIONS BEFORE COMPLETION

OF THIS CLOSING.

4. Arbitration.

This Paragraph 4 does not apply to the Residential Owner Policy (T-1R), and if applicable the parties must later agree to arbitrate under such policy if the land covers a one to four family residential property or condominium unit.

If this is not residential, as stated above, you may require deletion of the arbitration provision of the Owner Policy. If you do not delete this provision, either you or the Company may require arbitration, if the law allows. There is no charge to delete this provision.

IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 4.

5. Notice.

You may wish to consult an attorney to discuss matters shown in Schedule B and C of the Commitment. These matters will affect your title and use of your land. Your Title Insurance Policy will be a legal contract between you and the Company. The Commitment and Policy are not abstracts of title, title reports or representations of title. They are contracts of indemnity. We do not represent that your intended use of the property is allowed under the law or in the restrictions on your land.

ACKNOWLEDGED as of 20 April, 2009.

FORT BEND COUNTY

By: _____
Judge Robert E. Hebert
Fort Bend County Judge

TAX AGREEMENT

Stewart Title Company
Houston, Texas

GF#08300265

Brief Description of Property: Parcel 1 – Greenbusch

A tract or parcel containing 0.017 acre (762 square feet) of land, situated in the I. & G.N. Railroad Survey, Abstract Number 267, Fort Bend County, Texas and being out and a part of Restricted Reserve "B" of PIN OAK VILLAGE, SECTION THREE (3), an addition in Fort Bend County, Texas, according to the map or plat thereof recorded in Slide No. 1240/A, of the Map/Plat Records of Fort Bend County, Texas.

We, the undersigned, hereby acknowledge that the taxes WERE NOT prorated in the above captioned file at the time of closing.

The Seller(s) acknowledge that they are responsible for all taxes prior to the date of closing. Should it develop at a later date that taxes, other than those collected, are due for prior years, Seller(s) agree to make full settlement to Stewart Title Company, upon notification.

SELLER recognizes their responsibility for current year taxes. Further, SELLER agrees to contact all taxing authorities to notify them of the change in ownership of subject property to assure proper receipt of future tax notice.

By the execution hereof, Buyer(s) and Seller(s) acknowledge that: (1) the tax information obtained by Stewart Title Company was procured only for the benefit of Stewart Title Company and only for the purpose of determining the insurability of the property, (ii) that no party other than Stewart Title Company is entitled to rely on such information, and (iii) that the tax information and prorations have been provided to the Buyer(s), Seller(s), and Lender(s) as a courtesy only. Buyer and Seller hereby release Stewart Title Company from all liability and claims for damages resulting from proration of taxes in this transaction.

We agree that Stewart Title Company shall not be held responsible for such tax prorations in any event.

Buyer: **FT. BEND COUNTY**

By: Robert Hebert
Judge Robert E. Hebert,
Fort Bend County Judge 4-20-09

Seller(s): **PIN OAK HOMEOWNERS ASSOCIATION**

By: _____
Name: _____
Title: _____

STEWART TITLE

BUYER CORRESPONDENCE INFORMATION FORM

GF NO. 07126526

All correspondence in connection with this transaction should be addressed to:

Property Acquisition Services, Inc.
19855 Southwest Freeway, Suite 200
Sugar Land, Texas 77479
Attention: Shelly Johnson

PHONE NUMBER: 281-343-7171

E-MAIL ADDRESS: sjohnson@pascorp.com

FORT BEND COUNTY

By: _____ Date: 4-20-09

Judge Robert E. Hebert
Fort Bend County Judge

GF NO. **08300265**

NOTICE TO PURCHASERS OF REAL PROPERTY

The real property, described below, which you are about to purchase is located in the

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT No. 37

The district has taxing authority separate from any other taxing authority, and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. As of this date, the rate of taxes levied by the District on real property located in the District is $0.63 on each $100 of assessed valuation. The total amount of bonds which has been approved by the voters and which have been or may, at this date, be issued is $10,000,000.00 and the aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the District and payable in whole or in part from property taxes is $5,800,000.00.

The District has the authority to adopt and impose a standby fee on property in the District that has water, sewer, sanitary, or drainage facilities and services available but not connected and which does not have a house, building, or other improvement located thereon and does not substantially utilize the utility capacity available to the property. The District may exercise the authority without holding an election on the matter. As of this date, the most recent amount of the standby fee is $0.00. An unpaid standby fee is a personal obligation of the person that owned the property at the time of imposition and is secured by a lien on the property. Any person may request a certificate from the District stating the amount, if any, of unpaid standby fees on a tract of property in the District.

The purpose of this District is to provide water, sewer, drainage, and flood control facilities and services within the District through the issuance of bonds payable in whole or in part from property taxes. The cost of these utility facilities is not included in the purchase price of your property, and these utility facilities are owned or to be owned by the District. The legal description of the property you are acquiring is as follows:

Brief Description of Property: Parcel 1 – Greenbusch

A tract or parcel containing 0.017 acre (762 square feet) of land, situated in the I. & G.N. Railroad Survey, Abstract Number 267, Fort Bend County, Texas and being out and a part of Restricted Reserve "B" of PIN OAK VILLAGE, SECTION THREE (3), an addition in Fort Bend County, Texas, according to the map or plat thereof recorded in Slide No. 1240/A, of the Map/Plat Records of Fort Bend County, Texas.

SELLER(S):

PIN OAK HOMEOWNERS ASSOCIATION

By: _____
Name: _____
Title: _____

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing or purchase of the real property.

PURCHASER(S):

FORT BEND COUNTY

By: _____
Judge Robert E. Hebert
Fort Bend County Judge

STATE OF TEXAS
COUNTY OF HARRIS

This instrument is acknowledged before me on April 20 _____, 2009 by _____ of Pin Oak Homeowners Association. its _____ for the purposes and in the capacity therein stated.

_____
Notary Public in and for the
State of Texas

STATE OF TEXAS
COUNTY OF HARRIS

This instrument is acknowledged before me on April 20 _____, 2009 by Judge Robert E. Hebert, Fort Bend County Judge for the purposes and in the capacity therein stated.

ANN WERLEIN
Notary Public, State of Texas
My Commission Expires
FEBRUARY 24, 2011

_____
Notary Public in and for the
State of Texas

41/LaRocca

INFORMATION FOR REAL ESTATE 1099-S REPORT FILING

As Required by the Internal Revenue Service

SOLICITATION

Section 6045 of the Internal Revenue Code, as amended by the Tax Reform Act of 1986, requires the reporting of certain information to the IRS on real estate transactions. The information may also be sent to other third parties. You are required by law to provide Stewart title Company with your correct taxpayer identification number. If you do not provide Stewart Title Company with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

File No. 08300265 **Taxpayer I. D. No.** _____

SELLER'S NAME and MAILING ADDRESS

Pin Oak Homeowners Association

_____

_____

TRANSACTION INFORMATION

Closing Date: _____, _____, 2009

Brief Description of Property: Parcel 1 – Greenbusch

A tract or parcel containing 0.017 acre (762 square feet) of land, situated in the I. & G.N. Railroad Survey, Abstract Number 267, Fort Bend County, Texas and being out and a part of Restricted Reserve "B" of PIN OAK VILLAGE, SECTION THREE (3), an addition in Fort Bend County, Texas, according to the map or plat thereof recorded in Slide No. 1240/A, of the Map/Plat Records of Fort Bend County, Texas.

Contract Sales Price: $10,541.00

If multiple Sellers, allocation of sales price amount among the Sellers: _____

Has the Seller received (or will receive) property (other than cash and consideration treated as cash) or services as part of the consideration for this transaction? _____ (Yes or No)

CERTIFICATION

Under penalty of perjury, I certify that the number shown on this form is my correct Taxpayer Identification Number. I also certify that the other information shown herein is correct. I acknowledge receipt of a copy of this form.

SELLER (S):

PIN OAK HOMEOWNERS ASSOCIATION

By: _____
Name: _____
Title: _____

AFFIDAVIT AS TO DEBTS, LIENS AND POSSESSION

RE: Stewart Title of Houston GF No. 08300265

Brief Description of Property: Parcel 1 – Greenbusch

A tract or parcel containing 0.017 acre (762 square feet) of land, situated in the I. & G.N. Railroad Survey, Abstract Number 267, Fort Bend County, Texas and being out and a part of Restricted Reserve "B" of PIN OAK VILLAGE, SECTION THREE (3), an addition in Fort Bend County, Texas, according to the map or plat thereof recorded in Slide No. 1240/A, of the Map/Plat Records of Fort Bend County, Texas.

BEFORE ME, the undersigned authority, on this day personally appeared
Pin Oak Homeowners Association
Owner(s)/Seller(s)

known to me to be the person(s) whose name(s) are subscribed hereto and upon his/her oath deposes and says:

1. No proceedings in bankruptcy or receivership have been instituted by or against him/her or the entity which they represent in the subject transaction.

2. If acting in their individual capacity, that there has been no change in their marital status since acquiring the subject property.

3. There exists no unpaid debts for lighting fixture, plumbing, water heaters, air conditioning, kitchen equipment, carpeting, fences, roofing, street paving, or any other form of personal or fixture items that are located on the subject property whether secured by financing statements, security agreements or otherwise, except the following:_____.

4. There are no loans, unpaid judgments, or liens of any kind, including federal and/or state liens, and no unpaid association fees or governmental taxes, charges or assessments of any kind affecting the subject property except:_____.

5. All labor and material costs associated with any improvements on the subject property have been paid, and there are now no claims for unpaid labor or material costs for the construction of improvements affecting the subject property except:_____.

6. There are no leases, contracts to sell the land, rights of first refusal, or parties in possession other than the party making this Affidavit, except for:_____.

7. If this involves a sale, the Seller is not a non-resident alien, foreign corporation, foreign trust, foreign estate or other foreign entity as defined by the Internal Revenue Service. The **Seller's United States Employer's tax identification number or Social Security Number is:** _____. This information may be disclosed to the Internal Revenue Service, and is furnished to the Buyer to inform the Buyer that withholding of tax on this sale is not required under Section 1445 of the Internal Revenue Code.

8. Except as specifically disclosed herein, the party making this Affidavit agrees to pay on demand any and all amounts secured by any liens, claims, or rights which currently apply to the subject property or are subsequently established against the subject property, and which were created by or known to the undersigned, or have an inception date prior to the closing of this transaction and the recording of the deed and mortgage.

9. The party making this Affidavit hereby acknowledges and agrees that the Buyer/Borrower/Purchaser, Lender, and/or Title Company are relying on the truth of the statements and information contained herein, and would not purchase, lend money thereon or issue title policies unless said statements, information and representations were accurately made. If the party for whom I am making this Affidavit is an entity, I hereby represent that I have authority to sign this Affidavit on behalf of such entity.

IT IS SPECIALLY UNDERSTOOD AND AGREED THAT ANY AND ALL SPACES ON THIS FORM THAT I HAVE NOT COMPLETED OR OTHERWISE LEFT BLANK ARE THEREBY INTENDED TO STATE "NONE" OR "NOT APPLICABLE" AS THE CASE MAY BE.

IN WITNESS WHEREOF I/we have signed my/our name(s):

SELLER(S):

PIN OAK HOMEOWNERS ASSOCIATION

By: _____
Name: _____
Title: _____

SWORN TO AND SUBSCRIBED before me the undersigned authority, on this _____ day of

_____, 2009.

_____
Notary Public in and for
The State of Texas

DD2

FORT BEND COUNTY FY 2009
DRAINAGE DISTRICT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted:	**April 1, 2009**	**Submitted By:**	**Mark Vogler**
		Department:	**Drainage District**
Court Agenda Date:	**April 7, 2009**	**Phone Number:**	**281/342-2863**

SUMMARY OF ITEM:

Accept Monthly Report for January and February 2009.

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☒
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☒

List Supporting Documents Attached: January and February Report and Summary Memorandum

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:

- **Completely fill out agenda form: incomplete forms will not be processed.**
- **Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.**
- **All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.**

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ **(✓ when completed)**
If by E-Mail to ospindon@co.fort-bend.tx.us **If by Fax to (281) 341-8609**
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☐	Auditor	(281-341-3774)	☐	Comm. Pct. 1	(281-342-0587)
☐	Budget Officer	(281-344-3954)	☐	Comm. Pct. 2	(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	☐	Comm. Pct. 3	(281-242-9060)
☐	Purchasing Agent	(281-341-8642)	☐	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☐	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Accept Monthly Report for January and February 2009.

Special Handling Requested (specify):

DRAINAGE DISTRICT
FORT BEND COUNTY, TEXAS

Monthly Report
January 2009

Minimal work was done on the removal of vegetation from channels during January 2009. Personnel usually operating vegetation maintenance equipment were reassigned to other projects that included equipment maintenance and repairs to the maintenance facility.

The bridge crew worked on a variety of projects that included the rebuilding of a bridge across Buffalo Creek I-B-3, and a watergate across Snake Creek I-C-4. The crew also replaced two (2) low water crossings across Snake Creek I-C-4.

Work continued on the excavation of Big Creek II-B where the Northwest 9570 and LinkBelt LS308H draglines combined to dig sixteen thousand, two hundred (16,200) cubic yards of spoil material.

The following charts indicate which projects received work and the equipment that was assigned to each during January 2009.

Engineering/Administration: P. O. Box 1028 * 1004 Blume Road * Rosenberg, Texas 77471 * (281) 342-2863
Construction/Maintenance: 1022 Blume Road * Rosenberg, Texas 77471 * (281) 342-0141

FORT BEND COUNTY DRAINAGE DISTRICT
HEAVY EQUIPMENT REPORT
From: 1/1/2009 To: 1/31/2009

	JOB CODE	EQUIPMENT CODE	DATE
1.	I-A - MOUND CREEK		
		D759 - D759-2002 LINK-BELT 290LX XVTR	1/15, 1/16
2.	I-A-1 - GUY CREEK		
		E531 - E531-CASE 450	1/12
3.	I-B - CEDAR CREEK		
		D753 - D753-2001 CAT D6M TRCTR W/DOZR	1/26, 1/27, 1/28, 1/29
		D834 - D834-2008 CAT D6T	1/28, 1/29, 1/30
4.	I-B-3 - BUFFALO CREEK		
		D759 - D759-2002 LINK-BELT 290LX XVTR	1/05, 1/06, 1/07, 1/08, 1/09
		E133 - E133-NORTHWEST 41AIR DRAGLINE	1/05, 1/06, 1/07, 1/08
		E531 - E531-CASE 450	1/28
5.	I-C - SNAKE CREEK		
		D792 - D792-2005 VOLVO	1/05
		D804 - D804-2005 D3G CATERPILLAR DOZR	1/23, 1/26, 1/27
		D816 - D816-2006 KOMATSU D61-PX15	1/07
6.	I-C-4 - SNAKE CREEK		
		D753 - D753-2001 CAT D6M TRCTR W/DOZR	1/05, 1/07, 1/08, 1/09, 1/12, 1/13, 1/14, 1/15, 1/16, 1/20, 1/21, 1/23
		D804 - D804-2005 D3G CATERPILLAR DOZR	1/05, 1/07, 1/08, 1/09, 1/12, 1/13, 1/14, 1/15, 1/16, 1/20, 1/21, 1/22, 1/23
		D816 - D816-2006 KOMATSU D61-PX15	1/05, 1/13
7.	II-A-2 - TURKEY CREEK		
		D661 - D661-CASE 590 LOADER	1/13, 1/14, 1/15
		D816 - D816-2006 KOMATSU D61-PX15	1/28, 1/29
8.	II-B - BIG CREEK		
		D664 - D664 - 96 FORD F350 4WD(SPRAY)	1/29
		D716 - D716-CAT D8R	1/16, 1/20, 1/21, 1/22, 1/26, 1/28
		D789 - D789-04' LNKBLT LS308H DRAGLIN	1/05, 1/06, 1/07, 1/12, 1/13, 1/14, 1/15, 1/16, 1/20, 1/21, 1/22, 1/23, 1/26, 1/27, 1/28, 1/29, 1/30
		D790 - D790-2004 VOLVO EC240DLC EXC	1/30
		D816 - D816-2006 KOMATSU D61-PX15	1/23, 1/26, 1/27, 1/29, 1/30
		D830 - D830-2008 CAT 12M	1/30
		D834 - D834-2008 CAT D6T	1/05, 1/06, 1/07, 1/08, 1/09
		E133 - E133-NORTHWEST 41AIR DRAGLINE	1/12, 1/13, 1/14, 1/15, 1/16
		E135 - E135-NORTHWEST 9570 DRAGLINE	1/05, 1/06, 1/07, 1/20, 1/21, 1/22, 1/23, 1/26, 1/27, 1/28, 1/29, 1/30
9.	II-B-24 - COTTONWOOD CREEK		
		D804 - D804-2005 D3G CATERPILLAR DOZR	1/28, 1/29, 1/30
		E531 - E531-CASE 450	1/15, 1/28, 1/29, 1/30
10.	II-B-3 - COON CREEK		
		E531 - E531-CASE 450	, 1/22
11.	II-B-4 - SEABOURNE CREEK		
		D804 - D804-2005 D3G CATERPILLAR DOZR	1/30
12.	II-D - RABBS BAYOU		
		D766 - D766-2002 CAT D3GLGP	1/29, 1/30
		D790 - D790-2004 VOLVO EC240BLC EXC	1/05, 1/07, 1/08, 1/12, 1/13, 1/14
13.	II-F - FULSHEAR CREEK		
		D667 - D667 - 97 FORD LT9000	1/12, 1/13, 1/14, 1/15, 1/16
		D781 D781-2003 KOMATSU D61PX DOZER	1/05, 1/09, 1/12, 1/13, 1/14, 1/15, 1/16, 1/20, 1/21, 1/23, 1/26, 1/27
		D790 - D790-2004 VOLVO EC240BLC EXC	1/09, 1/26, 1/27, 1/28, 1/29
		D824 - D824-2007 CAT D3G	1/05, 1/07, 1/08
		D834 - D834-2008 CAT D6T	1/09, 1/12, 1/13, 1/14, 1/15, 1/16, 1/20, 1/21, 1/22, 1/23, 1/26, 1/27
14.	II-K - OYSTER CREEK		

	JOB CODE	EQUIPMENT CODE	DATE
		D681 - D681-CASE 590 LOADER	1/21
		D759 - D759-2002 LINK-BELT 290LX XVTR	1/28, 1/29, 1/30
		D792 - D792-2005 VOLVO	1/08, 1/12, 1/13, 1/14, 1/15, 1/16, 1/20, 1/21, 1/22, 1/23, 1/27, 1/28, 1/29
		D824 - D824-2007 CAT D3G	1/12, 1/13, 1/14, 1/15, 1/16, 1/20, 1/21, 1/22, 1/23, 1/26, 1/27, 1/28, 1/29, 1/30
15.	H-L - BULLHEAD SLOUGH		
		D759 - D759-2002 LINK-BELT 290LX XVTR	1/12, 1/13, 1/14, 1/15
16.	ROCK PILE - ROCK PILE		
		E241 - E241-CASE 855C LOADER#7402317	1/07
17.	ROSENBERG - CITY OF ROSENBERG		
		D790 - D790-2004 VOLVO EC240BLC EXC	1/15, 1/16, 1/20, 1/21, 1/22, 1/23

FORT BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT
From: 1/1/2009 To: 1/31/2009

	JOB CODE	EQUIPMENT CODE	DATE
1.	I-A-1 - GUY CREEK		
		D713 - D713-JD 6110	1/13
2.	I-C-4 - SNAKE CREEK		
		D595 - D595-JOHN DEERE 2555	1/20, 1/21, 1/23
		D645 - D645-1995 FORD 5840 4WD SLPMWR	1/20, 1/21, 1/23
3.	II-(D) -		
		D713 - D713-JD 6110	1/20, 1/21, 1/23
4.	II-A - COW CREEK		
		D713 - D713-JD 6110	, 1/02, 1/05
5.	II-A-2 - TURKEY CREEK		
		D713 - D713-JD 6110	1/05, 1/12
6.	II-C-0 - WATER LAKE BAYOU		
		D713 - D713-JD 6110	, 1/30
7.	II-B-2 - DRY CREEK		
		D713 - D713-JD 6110	, 1/21, 1/22, 1/26, 1/27, 1/28, 1/30
8.	II-B-4 - SEABOURNE CREEK		
		D747 - D747-2001 JD 6210 TRACTOR	1/15
9.	II-B-5 - DEER CREEK		
		D664 - D664 - 98 FORD F350 4WD(SPRAY)	1/02
		D701 - D701-JD 6110	1/05
10.	II-B-5-F -		
		D701 - D701-JD 6110	1/05
11.	II-D - RABBS BAYOU		
		D713 - D713-JD 6110	1/20
12.	II-F - FULSHEAR CREEK		
		D596 - D596-JOHN DEERE 2555	1/07, 1/12, 1/23, 1/29
		D815 - D815-2006 JOHN DEERE TRACTOR	1/08
13.	II-F-2 - HADY CREEK		
		D815 - D815-2006 JOHN DEERE TRACTOR	, 1/05
14.	II-K - OYSTER CREEK		
		D710 - D710 - NH TS100	1/27, 1/30
15.	II-YY - WEST SIMONTON DITCH		
		D815 - D815-2006 JOHN DEERE TRACTOR	1/05, 1/08
16.	V-A - WILLOW FORK OF BUFFALO BAYOU		
		D596 - D596-JOHN DEERE 2555	1/30
		D732 - D732 - JD 4WD TOP TRACTOR	1/05
		D764 - D764-2002 JD 6220 TRACTOR	1/05, 1/14
		D823 - D823-2007 JD 6220	1/14, 1/15, 1/20, 1/21
		D831 - D831-2008 JD 6230	1/05, 1/15, 1/16, 1/21
17.	V-A-6 - WILLOW FORK OF BUFFALO BAYOU		
		D596 - D596-JOHN DEERE 2555	1/27
18.	V-B - LONGPOINT SLOUGH		
		D704 - D704-2002 JD 6220 TRACTOR	1/05
		D823 - D823-2007 JD 6220	1/05
		D831 - D831-2008 JD 6230	1/05
19.	V-B-1 - LONGPOINT SLOUGH		
		D732 - D732 - JD 4WD TOP TRACTOR	1/05

FORT BEND COUNTY DRAINAGE DISTRICT
SPRAYER USAGE REPORT
From: 1/1/2009 To: 1/31/2009

	JOB CODE	EQUIPMENT CODE	DATE
1.	II-B-2 - DRY CREEK		
		D400 - D400	1/22
2.	IX - BRAYS BAYOU		
		D400 - D400	1/23
3.	V-A-6 - WILLOW FORK OF BUFFALO BAYOU		
		D673 - D673-1997 FORD F250	1/29
4.	VII - KEEGANS BAYOU		
		D400 - D400	1/27
5.	X-A - CHOCOLATE BAYOU		
		D400 - D400	1/27

DRAINAGE DISTRICT
FORT BEND COUNTY, TEXAS

Monthly Report
February 2009

The removal of vegetation from channels during February, 2009 was accomplished primarily by herbicide applications. Applications for the 2009 growing season began on February 12. The applications were made by tractor mounted rigs, and truck mounted, computer injected applicators. The primary target was Giant Ragweed, although all actively growing broadleaf annual species were affected. The early season application controls the ragweed plants in their seedling stage when they are most easily controlled. Later season applications require higher herbicide rates and increased costs with reduced effectiveness. A total of seventy-one (71) channels that included Turkey Creek I-D, Dry Creek II-B-2, Fulshear Creek II-F, and Deer Creek II-B-5 received applications.

The bridge crew worked on a variety of projects that included the installation of a pipe crossing across Snake Creek I-C-2, and watergate repairs on Snake Creek I-C, Cow Creek II-A, Cedar Creek I-B, and Willow Fork of Buffalo Bayou II-A.

The excavation of Big Creek II-B where the Northwest 9570 and LinkBelt LS308H draglines dug thirty three thousand (33,000) cubic yards of spoil material. The excavation is now complete up to Boothline Road.

The following charts indicate which projects received work and the equipment assigned to each during February, 2009.

Engineering/Administration: P. O. Box 1028 * 1004 Blume Road * Rosenberg, Texas 77471 * (281) 342-2863
Construction/Maintenance: 1022 Blume Road * Rosenberg, Texas 77471 * (281) 342-0141

FORT BEND COUNTY DRAINAGE DISTRICT
HEAVY EQUIPMENT REPORT
From: 2/1/2009 To: 2/28/2009

	JOB CODE	EQUIPMENT CODE	DATE
1.	I-A - MOUND CREEK		
		D805 - D805-1993 FORD L8000	2/17
		D806 - D806-1991 FORD LT8000	2/12, 2/13, 2/19, 2/20
2.	I-A-1 - GUY CREEK		
		D806 - D806-1991 FORD LT8000	2/20, 2/23, 2/24
3.	I-B - CEDAR CREEK		
		D753 - D753-2001 CAT D6M TRCTR W/DOZR	2/02, 2/03, 2/04, 2/05, 2/06, 2/09, 2/10, 2/11, 2/12, 2/13, 2/16, 2/17, 2/18, 2/19, 2/20, 2/23, 2/24, 2/25, 2/26, 2/27
		D806 - D806-1991 FORD LT8000	2/23
		D834 - D834-2008 CAT D6T	2/03, 2/04, 2/05, 2/06, 2/09, 2/10, 2/11, 2/12, 2/13, 2/16, 2/17
4.	I-B-3 - BUFFALO CREEK		
		D755 - D755-2002 CAT 246 SKID STR LDR	2/18
5.	I-C - SNAKE CREEK		
		D755 - D755-2002 CAT 246 SKID STR LDR	, 2/16, 2/18
		D759 - D759-2002 LINK-BELT 290LX XVTR	2/04, 2/05, 2/06, 2/09, 2/10, 2/11, 2/12, 2/13
6.	II-A - COW CREEK		
		D805 - D805-1993 FORD L8000	2/24, 2/25, 2/26
		D807 - D807-1989 FORD LT9000	2/26
7.	II-A-2 - TURKEY CREEK		
		D805 - D805-1993 FORD L8000	2/24, 2/25
		D806 - D806-1991 FORD LT8000	2/17, 2/19
		D807 - D807-1989 FORD LT9000	2/23, 2/24, 2/25
8.	II-AA - BRAZOS RIVER		
		D766 - D766-2002 CAT D3GLGP	2/18
9.	II-B - BIG CREEK		
		D664 - D664 - 96 FORD F350 4WD(SPRAY)	2/26
		D681 - D681-CASE 590 LOADER	2/03, 2/04, 2/05
		D716 - D716-CAT D8R	2/02, 2/03, 2/05, 2/06, 2/10, 2/11, 2/13, 2/16, 2/17, 2/18, 2/19, 2/20, 2/23, 2/24, 2/25, 2/26
		D759 - D759-2002 LINK-BELT 290LX XVTR	2/23, 2/24, 2/25, 2/26, 2/27
		D781 - D781-2003 KOMATSU D61PX DOZER	2/19, 2/20, 2/23, 2/24, 2/26
		D789 - D789-04' LNKBLT LS308H DRAGLIN	2/02, 2/03, 2/04, 2/05, 2/06, 2/09, 2/10, 2/11, 2/12, 2/13, 2/17, 2/18, 2/19, 2/20, 2/23, 2/24, 2/25
		D790 - D790-2004 VOLVO EC240BLC EXC	2/02, 2/09, 2/13, 2/16, 2/17, 2/27
		D792 - D792-2005 VOLVO	2/10, 2/11, 2/12, 2/13
		D816 - D816-2006 KOMATSU D61-PX15	2/02, 2/09, 2/10, 2/11, 2/12, 2/13, 2/16, 2/17, 2/18
		D830 - D830-2008 CAT 12M	2/04, 2/05, 2/16, 2/17
		E135 - E135-NORTHWEST 9570 DRAGLINE	2/02, 2/03, 2/04, 2/05, 2/06, 2/09, 2/10, 2/11, 2/12, 2/13, 2/16, 2/17, 2/18, 2/19, 2/20, 2/23, 2/24, 2/25, 2/26, 2/27
		E531 - E531-CASE 450	2/03
10.	II-B ALT - BIG CREEK BYPASS		
		D755 - D755-2002 CAT 246 SKID STR LDR	2/26
		D816 - D816-2006 KOMATSU D61-PX15	2/24, 2/25, 2/26, 2/27
		D826 - D826-2007 VOLVO A25D	2/24, 2/25
		D834 - D834-2008 CAT D6T	2/19, 2/20, 2/23, 2/24, 2/25, 2/26
11.	II-B-0 - WATER LAKE BAYOU		
		D807 - D807-1989 FORD LT9000	2/26
12.	II-D-10 - FAIRCHILDS CREEK		
		D681 - D681-CASE 590 LOADER	2/02
		D806 - D806-1991 FORD LT8000	2/24, 2/25, 2/26
13.	II-B-10-G-1 -		

	JOB CODE	EQUIPMENT CODE	DATE
		D681 - D681-CASE 590 LOADER	2/02, 2/03
14.	II-B-2 - DRY CREEK		
		D805 - D805-1993 FORD L8000	2/12, 2/17, 2/19, 2/20
15.	II-B-24 - COTTONWOOD CREEK		
		D804 - D804-2005 D3G CATERPILLAR DOZR	2/02, 2/03, 2/04
		E531 - E531-CASE 450	2/02, 2/03
16.	II-B-2-A -		
		D805 - D805-1993 FORD L8000	2/20, 2/23, 2/24
17.	II-B-3 - COON CREEK		
		D804 - D804-2005 D3G CATERPILLAR DOZR	2/03, 2/04, 2/05, 2/09, 2/10, 2/11, 2/12, 2/13, 2/17, 2/18, 2/19, 2/20, 2/23, 2/24, 2/26, 2/27, 2/28
		E531 - E531-CASE 450	2/09, 2/10, 2/11
18.	II-B-3-D -		
		D804 - D804-2005 D3G CATERPILLAR DOZR	2/06
		E531 - E531-CASE 450	2/04, 2/05
19.	II-B-5 - DEER CREEK		
		D755 - D755-2002 CAT 246 SKID STR LDR	2/16
20.	II-B-6 - BIG CREEK		
		D681 - D681-CASE 590 LOADER	2/03
21.	II-CC-1 - COOLEY DITCH		
		D670 - D670 - 1997 FORD LT9513	2/13
22.	II-D - RABBS BAYOU		
		D670 - D670 - 1997 FORD LT9513	, 2/20
		D766 - D766-2002 CAT D3GLGP	2/02, 2/09
23.	II-F - FULSHEAR CREEK		
		D836 - D836-JD GATOR	2/19
24.	II-F-2 - HADY CREEK		
		D670 - D670 - 1997 FORD LT9513	2/12
25.	II-GG - BRAZOS RIVER		
		D670 - D670 - 1997 FORD LT9513	2/12
26.	II-H - BRAZOS RIVER		
		D790 - D790-2004 VOLVO EC240BLC EXC	2/03, 2/04, 2/05, 2/06
		D792 - D792-2005 VOLVO	2/04, 2/05
27.	II-K - OYSTER CREEK		
		D681 - D681-CASE 590 LOADER	2/23
		D759 - D759-2002 LINK-BELT 290LX XVTR	2/02, 2/03
		D792 - D792-2005 VOLVO	2/02, 2/03, 2/04, 2/05, 2/06
		D824 - D824-2007 CAT D3G	2/02, 2/03, 2/04, 2/05, 2/06, 2/09, 2/10, 2/11, 2/16, 2/17, 2/18, 2/20
28.	II-K-1 - STAFFORD RUN CREEK		
		D656 - D656 - 89 FORD F350	2/16
		D667 - D667 - 97 FORD LT8000	2/10, 2/12, 2/13, 2/18, 2/27
		D681 - D681-CASE 590 LOADER	2/11
		D792 - D792-2005 VOLVO	2/13, 2/17, 2/20, 2/23, 2/24, 2/25, 2/26, 2/27
		D824 - D824-2007 CAT D3G	2/11, 2/13, 2/23, 2/24, 2/26, 2/27
		D829 - D829-2008 RHINO FN15	2/25
29.	II-L - BULLHEAD SLOUGH		
		D670 - D670 - 1997 FORD LT9513	2/17, 2/19, 2/20
30.	II-N - FULSHEAR FARMS		
		D670 - D670 - 1997 FORD LT9513	, 2/17
31.	II-NN - AYLOR DITCH		

	JOB CODE	EQUIPMENT CODE	DATE
		D670 - D670 - 1997 FORD LT9513	, 2/12, 2/13
32.	II-O - BRAZOS RIVER		
		D670 - D670 - 1997 FORD LT9513	, 2/17
33.	II-VV - COUNTY LINE DITCH		
		D670 - D670 - 1997 FORD LT9513	, 2/12
34.	II-YY - WEST SIMONTON DITCH		
		D670 - D670 - 1997 FORD LT9513	, 2/13
35.	I-J - SAN BERNARD RIVER		
		D766 - D766-2002 CAT D3GLGP	2/25, 2/26
36.	V-(8) -		
		D766 - D766-2002 CAT D3GLGP	, 2/11, 2/16, 2/18
37.	V-A - WILLOW FORK OF BUFFALO BAYOU		
		D766 - D766-2002 CAT D3GLGP	, 2/19
		D790 - D790-2004 VOLVO EC240BLC EXC	2/17, 2/18
38.	V-A-3 - WILLOW FORK OF BUFFALO BAYOU		
		D766 - D766-2002 CAT D3GLGP	2/10
39.	V-A-7 - WILLOW FORK OF BUFFALO BAYOU		
		D667 - D667 - 97 FORD LT9000	2/03, 2/04, 2/05
		D669 - D669 - 98 INT'L 4900	2/20, 2/23, 2/24
		D790 - D790-2004 VOLVO EC240BLC EXC	2/19, 2/20, 2/24
40.	V-B - LONGPOINT SLOUGH		
		D766 - D766-2002 CAT D3GLGP	2/11
41.	VIII-C-1 - WILLOW WATERHOLE		
		D790 - D790-2004 VOLVO EC240BLC EXC	2/25, 2/26

FORT BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT
From: 2/1/2009 To: 2/28/2009

	JOB CODE	EQUIPMENT CODE	DATE
1.	I C SNAKE CREEK		
		D710 - D710 - NH TS100	2/27
2.	I-C-5 - SNAKE CREEK		
		D710 - D710 - NH TS100	2/27
		D747 - D747-2001 JD 6210 TRACTOR	2/26, 2/27
3.	II-B-24 - COTTONWOOD CREEK		
		D641 - D641 1995 JD 6200 TRACTOR	2/06
4.	II-B-3 - COON CREEK		
		D645 - D645-1995 FORD 5640 4WD SLPMWR	2/24, 2/25, 2/26, 2/27
5.	II-D - RABBS BAYOU		
		D596 - D596-JOHN DEERE 2555	2/10
6.	II-F - FULSHEAR CREEK		
		D593 - D593-JOHN DEERE 2555	2/23
		D596 - D596-JOHN DEERE 2555	2/25, 2/26
		D732 - D732 - JD 4WD TOP TRACTOR	2/25, 2/26
7.	II-K - OYSTER CREEK		
		D710 - D710 - NH TS100	2/03
		D713 - D713-JD 6110	2/23, 2/27
		D815 - D815-2006 JOHN DEERE TRACTOR	2/23
8.	II-K-3 - OYSTER CREEK		
		D710 - D710 - NH TS100	2/05
9.	I-J - SAN BERNARD RIVER		
		D596 - D596-JOHN DEERE 2555	2/26
		D732 - D732 - JD 4WD TOP TRACTOR	2/26
10.	LANDFILL - N/A		
		D747 - D747-2001 JD 6210 TRACTOR	2/25
11.	V-(B) -		
		D596 - D596-JOHN DEERE 2555	2/17, 2/18
12.	V-B - LONGPOINT SLOUGH		
		D596 - D596-JOHN DEERE 2555	, 2/17

FORT BEND COUNTY DRAINAGE DISTRICT
SPRAYER USAGE REPORT
From: 2/1/2009 To: 2/28/2009

	JOB CODE	EQUIPMENT CODE	DATE
1.	I-A - MOUND CREEK		
		D625 - D625-6200JD MFWD TRACTOR	2/12, 2/17, 2/20
		D641 - D641 1995 JD 6200 TRACTOR	2/12, 2/13, 2/17, 2/23
2.	I-A-1 - GUY CREEK		
		D625 - D625-6200JD MFWD TRACTOR	2/17, 2/20, 2/23, 2/24
		D641 - D641 1995 JD 6200 TRACTOR	2/20, 2/24
3.	I-A-1-A -		
		D641 - D641 1995 JD 6200 TRACTOR	, 2/20
4.	I-A-2 - MOUND CREEK		
		D625 - D625-6200JD MFWD TRACTOR	2/19
		D641 - D641 1995 JD 6200 TRACTOR	2/19, 2/20
5.	I-A-4 - MOUND CREEK		
		D641 - D641 1995 JD 6200 TRACTOR	, 2/17
6.	I-B - CEDAR CREEK		
		D625 - D625-6200JD MFWD TRACTOR	2/23
		D641 - D641 1995 JD 6200 TRACTOR	2/23
7.	I-D - TURKEY CREEK		
		D644 - D644-FORD 5640 MFD	2/19, 2/20, 2/23, 2/25
		D748 - D748-JD 4WD TOP TRACTOR	2/17, 2/19, 2/20, 2/23, 2/25, 2/26
8.	I-D-10 - TURKEY CREEK		
		D748 - D748-JD 4WD TOP TRACTOR	, 2/20
9.	I-D-11 - TURKEY CREEK		
		D644 - D644-FORD 5640 MFD	2/23
10.	I-D-2 - TURKEY CREEK		
		D644 - D644-FORD 5640 MFD	, 2/26
11.	I-D-6 - TURKEY CREEK		
		D644 - D644-FORD 5640 MFD	, 2/23
12.	I-D-7 - TURKEY CREEK		
		D644 - D644-FORD 5640 MFD	, 2/20
13.	I-D-8 - TURKEY CREEK		
		D644 - D644-FORD 5640 MFD	, 2/25
		D748 - D748-JD 4WD TOP TRACTOR	2/25
14.	I-E - DRY BRANCH		
		D644 - D644-FORD 5640 MFD	2/26
		D748 - D748-JD 4WD TOP TRACTOR	2/26
15.	I-F - MEANS DITCH		
		D644 - D644-FORD 5640 MFD	2/13, 2/17
		D748 - D748-JD 4WD TOP TRACTOR	2/13, 2/17
16.	I-G - EAST BERNARD DITCH		
		D644 - D644-FORD 5640 MFD	2/13
		D748 - D748-JD 4WD TOP TRACTOR	2/13
17.	I-G-1 - EAST BERNARD DITCH		
		D644 - D644-FORD 5640 MFD	2/13
18.	I-G-2 - EAST BERNARD DITCH		
		D748 - D748-JD 4WD TOP TRACTOR	2/12
19.	I-G-2-A -		
		D748 - D748-JD 4WD TOP TRACTOR	2/12
20.	I-H - JACKSON DITCH		
		D748 - D748-JD 4WD TOP TRACTOR	, 2/23, 2/24
21.	II-A - COW CREEK		

	JOB CODE	EQUIPMENT CODE	DATE
		D594 - D594-JOHN DEERE 2555	2/24
		D616 - D616-6200MFWD TRACTOR	2/26
		D702 - D702-JD 6110	2/26
		D712 - D712-JD 4WD TRACTOR	2/24
		D782 - D782-2004 FORD CAB & CHASSIS	2/24, 2/25, 2/26
22.	II-A-2 - TURKEY CREEK		
		D594 - D594-JOHN DEERE 2555	2/17, 2/24, 2/25
		D712 - D712-JD 4WD TRACTOR	2/17, 2/23, 2/24, 2/25
		D782 - D782-2004 FORD CAB & CHASSIS	2/24, 2/25
23.	II-A-2-A -		
		D594 - D594-JOHN DEERE 2555	2/23
		D712 - D712-JD 4WD TRACTOR	2/23
24.	II-A-2-B -		
		D594 - D594-JOHN DEERE 2555	2/23, 2/24
		D712 - D712-JD 4WD TRACTOR	2/23, 2/24
25.	II-A-2-C -		
		D594 - D594-JOHN DEERE 2555	2/19
		D712 - D712-JD 4WD TRACTOR	2/17, 2/19
26.	II-A-5 - COW CREEK		
		D594 - D594-JOHN DEERE 2555	2/25, 2/26
		D712 - D712-JD 4WD TRACTOR	2/25, 2/26
27.	II-AA - BRAZOS RIVER		
		D719 - D719-4WD FORD SPRAY TRUCK	2/12
28.	II-B-10 - FAIRCHILDS CREEK		
		D595 - D595-JOHN DEERE 2555	2/25
		D625 - D625-6200JD MFWD TRACTOR	2/25
		D641 - D641 1995 JD 6200 TRACTOR	2/25
		D701 - D701-JD 6110	2/25
29.	II-B-10-A -		
		D595 - D595-JOHN DEERE 2555	2/25
		D701 - D701-JD 6110	2/25, 2/26
30.	II-B-10-C -		
		D625 - D625-6200JD MFWD TRACTOR	2/25
		D641 - D641 1995 JD 6200 TRACTOR	2/25
31.	II-B-10-G -		
		D625 - D625-6200JD MFWD TRACTOR	2/26
		D641 - D641 1995 JD 6200 TRACTOR	2/26
32.	II-B-2 - DRY CREEK		
		D616 - D616-6200MFWD TRACTOR	2/12, 2/17, 2/20, 2/24
		D702 - D702-JD 6110	2/12, 2/17, 2/19, 2/24
		D782 - D782-2004 FORD CAB & CHASSIS	2/12, 2/17, 2/19, 2/20
33.	II-B-2-A -		
		D616 - D616-6200MFWD TRACTOR	2/24, 2/25
		D702 - D702-JD 6110	2/24, 2/25
		D782 - D782-2004 FORD CAB & CHASSIS	2/20, 2/23, 2/24
34.	II-B-2-A-2 -		
		D782 - D782-2004 FORD CAB & CHASSIS	, 2/20
35.	II-B-3 - COON CREEK		
		D784 - D784-2004 FORD CAB & CHASSIS	2/23, 2/24, 2/25
36.	II-B-3-E -		
		D784 - D784-2004 FORD CAB & CHASSIS	, 2/24
37.	II-B-3-G -		
		D784 - D784-2004 FORD CAB & CHASSIS	, 2/23

FORT BEND COUNTY DRAINAGE DISTRICT
SPRAYER USAGE REPORT
From: 2/1/2009 To: 2/28/2009

	JOB CODE	EQUIPMENT CODE	DATE
38.	II-B-3-G-1 -		
		D784 - D784-2004 FORD CAB & CHASSIS	2/23
39.	II-B-4 - SEABOURNE CREEK		
		D784 - D784-2004 FORD CAB & CHASSIS	, 2/17, 2/19, 2/20
40.	II-B-5 - DEER CREEK		
		D595 - D595-JOHN DEERE 2555	2/12, 2/17, 2/20, 2/23, 2/24, 2/25
		D701 - D701-JD 6110	2/12, 2/17, 2/20, 2/24, 2/25
41.	II-B-5-C -		
		D595 - D595-JOHN DEERE 2555	2/20, 2/24
		D701 - D701-JD 6110	2/20, 2/25
42.	II-B-5-E -		
		D595 - D595-JOHN DEERE 2555	2/23
		D701 - D701-JD 6110	2/24
43.	II-B-5-E-1 -		
		D595 - D595-JOHN DEERE 2555	2/23
44.	II-B-5-E-2 -		
		D595 - D595-JOHN DEERE 2555	2/23
45.	II-B-5-F -		
		D595 - D595-JOHN DEERE 2555	, 2/19
		D701 - D701-JD 6110	2/19
46.	II-B-6 - BIG CREEK		
		D784 - D784-2004 FORD CAB & CHASSIS	2/25, 2/26
47.	II-B8 - GUYLER DITCH		
		D640 - D640-JD SKIDDER W/CIBOLO SWING	2/19, 2/20
48.	II-CC-1 - COOLEY DITCH		
		D719 - D719-4WD FORD SPRAY TRUCK	2/13
49.	II-D - RABBS BAYOU		
		D644 - D644-FORD 5640 MFD	2/17
50	II-D-12 - RABBS BAYOU		
		D644 - D644-FORD 5640 MFD	2/17
51.	II-E-10 - FLEWELLEN DITCH		
		D640 - D640-JD SKIDDER W/CIBOLO SWING	2/25
52.	II-E-10-B -		
		D640 - D640-JD SKIDDER W/CIBOLO SWING	, 2/26
53.	II-F - FULSHEAR CREEK		
		D640 - D640-JD SKIDDER W/CIBOLO SWING	, 2/24, 2/25
54.	II-F-1 - BROOKSHIRE CREEK		
		D640 - D640-JD SKIDDER W/CIBOLO SWING	, 2/23, 2/24
55.	II-F-1-D -		
		D640 - D640-JD SKIDDER W/CIBOLO SWING	2/24
56.	II-F-2 - HADY CREEK		
		D640 - D640-JD SKIDDER W/CIBOLO SWING	, 2/20
		D719 - D719-4WD FORD SPRAY TRUCK	2/12
57.	II-F-2-B -		
		D640 - D640-JD SKIDDER W/CIBOLO SWING	2/20
58.	II-J - DUVAL DITCH		
		D640 - D640-JD SKIDDER W/CIBOLO SWING	, 2/12, 2/13
		D644 - D644-FORD 5640 MFD	2/12
59.	II-J-1 - DUVAL DITCH		

FORT BEND COUNTY DRAINAGE DISTRICT
SPRAYER USAGE REPORT
From: 2/1/2009 To: 2/28/2009

	JOB CODE	EQUIPMENT CODE	DATE
		D640 - D640-JD SKIDDER W/CIBOLO SWING	2/13
60.	II-J-2 - DUVAL DITCH		
		D640 - D640-JD SKIDDER W/CIBOLO SWING	, 2/12
61.	II-J-6 - DUVAL DITCH		
		D640 - D640-JD SKIDDER W/CIBOLO SWING	, 2/13
62.	II-L - BULLHEAD SLOUGH		
		D719 - D719-4WD FORD SPRAY TRUCK	2/17, 2/19, 2/20
63.	II-M - ROBINOWITZ DITCH		
		D784 - D784-2004 FORD CAB & CHASSIS	2/12
64.	II-N - FULSHEAR FARMS		
		D719 - D719-4WD FORD SPRAY TRUCK	2/17
65.	II-NN - AYLOR DITCH		
		D640 - D640-JD SKIDDER W/CIBOLO SWING	2/13, 2/19
		D719 - D719-4WD FORD SPRAY TRUCK	2/13
66.	II-O-1 - BRAZOS RIVER		
		D719 - D719-4WD FORD SPRAY TRUCK	, 2/17
67.	II-QQ - BRAZOS RIVER		
		D719 - D719-4WD FORD SPRAY TRUCK	, 2/12
68.	II-RR - SCHUECH DITCH		
		D719 - D719-4WD FORD SPRAY TRUCK	2/12
69.	II-VV - COUNTY LINE DITCH		
		D719 - D719-4WD FORD SPRAY TRUCK	2/12
70.	II-YY - WEST SIMONTON DITCH		
		D719 - D719-4WD FORD SPRAY TRUCK	, 2/13
71.	I-K - SAN BERNARD RIVER		
		D644 - D644-FORD 5640 MFD	2/24
		D748 - D748-JD 4WD TOP TRACTOR	2/23
72.	VII-A-1 - KEEGANS BAYOU		
		D400 - D400	2/03
73.	VII-A-1-A -		
		D400 - D400	2/03
74.	VII-C - KEEGANS BAYOU		
		D400 - D400	, 2/04
75.	VII-C-1 - KEEGANS BAYOU		
		D400 - D400	2/04
76.	VII-C-2 - KEEGANS BAYOU		
		D400 - D400	2/04

AGENDA ITEM

7C1
DD3A

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 04/01/2009	**Submitted By:**
	Department: County Judge
Court Agenda Date: 04/07/2009	**Phone Number: 281-341-8608**

SUMMARY OF ITEM:

Approve request for Historic Site Property Tax Exemption for The George Ranch Historical Park for year 2009.

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:

- **Completely fill out agenda form: incomplete forms will not be processed.**
- **Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.**
- **All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.**

DISTRIBUTION:

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If by E-Mail to ospindon@co.fort-bend.tx.us **If by Fax to (281) 341-8609**
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☑	Auditor	(281-341-3774)	☑	Comm. Pct. 1	(281-342-0587)
☑	Budget Officer	(281-344-3954)	☑	Comm. Pct. 2	(281-403-8009)
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☑	Purchasing Agent	(281-341-8642)	☑	Comm. Pct. 4	(281-980-9077)
☑	Information Technology	(281-341-4526)	☑	County Clerk	(281-341-8697)
☐	Other:		☑	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

CO JUDGE BOB HEBERT Fax:2813418609 Apr 1 2009 11:41 P.01

The George Foundation
Est. 1945

215 Morton Street
Mail to: 310 Morton Street
PMB Suite C
Richmond, Texas 77469

281-342-0109 tel
281-341-7655 fax

March 4, 2009

Honorable Robert E. Hebert
County Judge
Fort Bend County, Texas
301 Jackson, Suite 719
Richmond, Texas 77469

Re: 2009 Ad Valorem Tax Exemption Application for Historic Site Exemption – The George Ranch Historical Park

Dear Judge Hebert:

Enclosed please find the 2009 Historic Site Exemption Application for The George Ranch Historical Park, along with an acreage description.

Thank you very much for your consideration in this matter, and should you have questions, please feel free to give me a call.

Very truly yours,

THE GEORGE FOUNDATION

Sandra G. Thompson
Chief Financial Officer

Enclosure

cc: Roland C. Adamson, Executive Director

P.02 Apr 1 2009 11:41 Fax:2813418609 CO JUDGE BOB HEBERT

AGENDA ITEM

7C2

5D3B

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 04/01/2009	**Submitted By:**
	Department: County Judge
Court Agenda Date: 04/07/2009	**Phone Number:** 281-341-8608

SUMMARY OF ITEM:

Approve request for Historic Site Property Tax Exemption for The Morton Ferry Home, located at 402 North Second Street, Richmond, Texas, for year 2009.

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐

REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:

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☑	Purchasing Agent	(281-341-8642)	☑	Comm. Pct. 4	(281-980-9077)
☑	Information Technology	(281-341-4526)	☑	County Clerk	(281-341-8697)
☐	Other:		☑	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

CO JUDGE BOB HEBERT Fax:2813418609 APR 1 2009 11:50 P.01

9022 Chatsworth
Houston, TX 77024
March 31, 2009

The Honorable Robert E. Hebert
County Judge
Fort Bend County
Suite 719
301 Jackson Street
Richmond, TX 77469

Dear Judge Hebert,

This is a request to grant an Ad Valorem Tax Exemption for The Morton Ferry Home located at 402 North Second Street in Richmond, Texas for the year 2009.

Although your file has pictures and information on the Morton Ferry Home, I will be glad to resend if you need them.

I have mailed a request asking the Logans, the property owners to the North, to cut down the tall dead cedar tree which could damage the Morton Ferry home if it falls but have not received a reply.

If you need additional information, please use the mailing address above or call my cell 832 439 7626 or 713 686-6279. I am also faxing this letter.

Cordially,

Betsy Vaughan

Betsy Vaughan

1C3
DD3C

AGENDA ITEM

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 04/01/2009	**Submitted By:**
	Department: County Judge
Court Agenda Date: 04/07/2009	**Phone Number: 281-341-8608**

SUMMARY OF ITEM:

Approve request for Historic Site Property Tax Exemption for The Darst Yoder House, located at 300 South Ninth Street, Richmond, Texas, for year 2009.

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

DESCRIPTION OF LAWSQN ACCOUNT: _____

Instructions to submit Agenda Request Form:

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If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
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☐	Information Technology	(281-341-4526)	☐	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

CO JUDGE BOB HEBERT Fax:2813418609 Apr 1 2009 12:00 P.01

AGENDA ITEM

March 28, 2009

Fort Bend County

TO: County Judge Robert E. Hebert
Commissioner Richard Morrison
Commissioner Grady Prestage
Commissioner Andy Meyers
Commissioner James Patterson
Roy Cordes, County Attorney

SUBJECT: Historic Site Property Tax Exemption 2008
Darst Home
300 South 9th Street
Richmond, TX

Gentlemen:

I again respectfully submit here with an application for 100 percent Tax Exemption for the aforementioned Historic site property.

I have submitted an application to the Fort Bend Central Appraisal District, Mr. Harris Watson, according to law.

I sincerely appreciate your kind attention to this request and trust it will Merit your approval.

Sincerely,

Paul G. Johnston
(281) 342-4506

CO JUDGE BOB HEBERT Fax:2813418609 Mar 1 2009 12:00 P.02

By the authority vested in it by the Legislature of the State of Texas, the Texas Historical Commission hereby designates

THE DARST-YODER HOUSE

of the city of **Richmond** county of **Fort Bend** as a Recorded Texas Historic Landmark and duly certifies that said structure is worthy of preservation because of its outstanding contribution to the heritage of Texas.

Governor of Texas

Chairman, Texas Historical Commission

November 26, 1975
Date

AGENDA ITEM 19B

DD4

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 4/2/2009

Court Agenda Date: 4/7/2009

Submitted By:
Department: County Judge
Phone Number: 281-341-8608

SUMMARY OF ITEM: Take all appropriate action on request by The Archaeological Conservancy for archeological site property tax exemption for five properties located in Missouri City for tax year 2009.

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

List Supporting Documents Attached: *Correspondence from the Conversancy*

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:

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☑	Purchasing Agent	(281-341-8642)	☑	Comm. Pct. 4	(281-980-9077)
☑	Information Technology	(281-341-4526)	☑	County Clerk	(281-341-8697)
☐	Other:		☑	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

The Archaeological Conservancy

5301 Central Avenue NE, Suite 902
Albuquerque, New Mexico 87108-1517
(505) 266-1540

February 20, 2008

Patsy Schultz
Fort Bend Co Gen
500 Liberty St.
Richmond, Texas 77469-3500

Re: G01 Fort Bend Co Gen
Application for Historic or Archeological Site Property Tax Exemption
2605-01-000-0041-907 (R197553)
2605-05-000-0042-907 (R203466)
2605-05-000-0041-907 (R203467)
2605-01-000-0051-907 (R197552)
0077-00-000-1516-907 (R197554)

Dear Ms. Schultz:

Enclosed are the 2009 applications for historic or archeological site property tax exemptions for five properties owned by The Archaeological Conservancy. Also enclosed is a copy of City of Missouri City Ordinance No. O-98-31 and a copy of the recorded Texas Historical Commission document establishing the properties as State Archaeological Landmarks. Applications are being submitted concurrently to CAD Fort Bend Central Appraisal District, S07 Fort Bend ISD, J07 Houston Com Col, C09 City of Missouri City, M96 Forth Bend MUD 46, G01 Fort Bend Co Gen, D01 Fort Bend Dmg, and F01 Fort Bend Co LFRC. Please let me know if you need additional information.

Thank you.

Sincerely,

James B. Walker
Southwest Regional Director

FEC MAR - 2 2009 TAX

Apr 2 2009 15:22 P.02

NOTICE OF DESIGNATION

AS A STATE ARCHAEOLOGICAL LANDMARK

STATE OF TEXAS

COUNTY OF FORT BEND

KNOWN ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the Texas Historical Commission (hereinafter called "the Commission"), a duly constituted agency of the State of Texas, under the authority of Sec. 191.001 et sequitur of the Texas Natural Resources Code, has on the 24th day of April, 1998, designated as a State Archaeological Landmark the following described real property located in Fort Bend County, Texas, to wit:

Three tracts of land located within the Elijah Roark League, Abstract No. 77, Fort Bend County, Texas more particularly described in a Special Warranty Deed from Colony Bay Limited to The Archaeological Conservancy, dated November 16, 1995, recorded as document number FBC 9574793, Fort Bend County Deed Records, (for further information see complete metes and bounds survey) and

WHEREAS, such designation imposes certain restrictions on the use of said land under the provisions of Chapter 191, Texas Natural Resources Code, to wit, such land may not be taken, altered, damaged, destroyed, salvaged, or excavated without a permit from the Commission,

NOW THEREFORE, be it known that the above-described real property is a State Archaeological Landmark and shall be held, sold, and conveyed subject to the restrictions placed upon it by law as so designated, which restrictions shall run with the land and shall be binding on all parties having any right, title or interest in or to the above-designated property or any part thereof, and to their heirs, successors, and assigns.

SIGNED this 3rd day of June 1998.

John L. Nau, III
Chairman, Texas Historical Commission

Apr 2 2009 15:22 P.04

STATE OF TEXAS

COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, personally appeared this day John L. Nau III, known to me to be the person whose signature is affixed to the foregoing instrument and who after being duly sworn, state that he signed the above document in the capacity and for the purposes therein stated and that all matters contained therein are true and correct.

Veronica Twomey

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS THE 3rd DAY OF June, 1998, to certify which witness my hand and official seal.

Veronica Twomey
SIGNATURE

Veronica Twomey
PRINTED NAME

VERONICA TWOMEY
Notary Public, State of Texas
My Commission Expires 1-23-99

NOTARY PUBLIC IN AND FOR
STATE OF TEXAS
COUNTY OF TRAVIS

My Commission Expires: January 23 1999

Ret.
The Archaeological Conservancy
Attn. Mr. Jim Walker
5301 Central Ave NE #1218
Albuquerque, NM 87108-1517

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

6 [illegible] 02:19 PM 9846927
$13.00
DIANNE [illegible] COUNTY CLERK
FORT BEND COUNTY, TEXAS

Apr 2 2009 15:22 P.05

ORDINANCE NO. O-98-31

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS, DESIGNATING CERTAIN PROPERTIES OWNED BY THE ARCHAEOLOGICAL CONSERVANCY OF ALBUQUERQUE, NEW MEXICO, AS STATE ARCHAEOLOGICAL LANDMARKS, DESIGNATING SUCH PROPERTIES AS STATE ARCHAEOLOGICAL LANDMARKS THAT ARE IN NEED OF TAX RELIEF TO ENCOURAGE THEIR PRESERVATION; DESCRIBING THE PROPERTY UPON WHICH SUCH ARCHAEOLOGICAL LANDMARKS ARE SITUATED; EXEMPTING ONE HUNDRED PERCENT (100%) OF THE VALUE OF SUCH ARCHAEOLOGICAL LANDMARKS FROM THE CITY OF MISSOURI CITY AD VALOREM TAXATION UNTIL OTHERWISE RESCINDED; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

* * * * *

WHEREAS, certain properties owned by The Archaeological Conservancy of Albuquerque, New Mexico located in the City of Missouri City and more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes, were designated as State Archaeological Landmarks by the Texas Historical Commission on April, 24, 1998; and

WHEREAS, such properties are archaeologically significant sites that are in need of tax relief to encourage their preservation, and

WHEREAS, Section 11.24 of the Texas Tax Code authorizes the City of Missouri City to exempt from property taxation one hundred percent (100%) of the value of such archaeological properties; now, therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS:

Section 1. The facts and recitations set forth in the preamble hereof are hereby found to be true and correct.

Section 2. The properties owned by The Archaeological Conservancy of Albuquerque, New Mexico being approximately .561, .960 and .165 acres and being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes, are hereby designated as State Archaeological Landmarks and hereby found to be, and designated as, archaeologically significant sites in need of property tax relief to encourage their preservation.

Section 3. One hundred percent (100%) of the value of the historical properties owned by The Archaeological Conservancy of Albuquerque, New Mexico, being approximately .561, .960

Apr 2 2009 15:23 P.06

and .165 acres and situated upon tracts of land more particularly described in Exhibit "A" attached hereto, is hereby exempted from City of Missouri City, Texas, ad valorem taxation until otherwise rescinded by official action of the City Council of the City of Missouri City, Texas.

PASSED, and APPROVED on first reading this 6th day of July, 1998.

PASSED, APPROVED and ADOPTED on second and final reading this 20th day of July, 1998.

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

Archord 7/17/98 2:52 PM
I:\CC980720

Apr 2 2009 15:23 P.07

Fort Bend Co. M.U.D. #46:

Acct # 105-000-0042 (PT) Restricted Reserve "D" Acres 0.165

Acct # 101-000-0041 (PT) Restricted Reserve "D" Acres 0.561 Site 1 Colony Lakes Sec 1

Acct # 100-000-0051 (PT) Restricted Reserve "E" Acres 0.249 (PT) Site 2 Colony Lakes Sec 1

Acct # 100-000-0115 (PT) Site 2 Acres 0.262 0077 E Roark

Acct # 105-000-0041 (PT) Restricted Reserve "D" Acres 0.449 Colony Lakes Sec 5

AS PER ORIGINAL

TRACT ONE (1)

FIELD NOTE DESCRIPTION FOR 0.561 ACRES (24,425 SQUARE FEET) OF LAND LOCATED IN THE ELIJAH ROARK LEAGUE, ABSTRACT NO. 77, SITUATED IN FORT BEND COUNTY, TEXAS; AND BEING A PART OF A CALLED 338.781 ACRE TRACT OF LAND CONVEYED BY DEED TO COLONY BAY LIMITED AS RECORDED IN VOLUME 2609, PAGE 879 OF THE FORT BEND COUNTY DEED RECORDS. THE SAID 0.561 ACRES (24,425 SQUARE FEET) OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (ALL BEARINGS ARE REFERENCED TO THE NORTHEASTERLY LINE OF SAID 338.781 ACRE TRACT, S 36°02'00" E).

COMMENCING at a point for the most Easterly Southeast corner of the said 338.781 Acre Tract, said point also being the Southwest corner of a 0.426 Acre (Parcel No. 26) as recorded in Volume 2563, Page 605 of the Fort Bend County Deed Records, said point also falling on the Westerly right-of-way line of State Highway No. 6, from which a found Highway Monument bears N 26°35'52" W, a distance of 1.07 feet;

THENCE N 26°35'55" W, along and with said Westerly right-of-way of State Highway No. 6, and the Westerly line of said 0.426 Acre (Parcel No. 26), a distance of 311.07 feet to a point;

THENCE N 88°12'46" W, leaving the said Westerly right-of-way of State Highway No. 6, a distance of 1,629.20 feet to the POINT OF BEGINNING of the tract herein described, said point also being the Southwest corner of Lot 10, Block 3 of Colony Lakes Section One (Proposed);

THENCE N 88°12'46" W, along and with the North line of a 75' Texas Eastern Pipeline Corp. Easement as recorded in Volume 712, Page 397 of the Fort Bend County Deed Records, a distance of 173.48 feet to a point for the Southwesterly corner of the tract herein described, said point also being the Southeast corner of Lot 22, Block 1 of said Colony Lakes Section One (Proposed);

THENCE N 28°18'29" W, leaving the North line of said 75' Texas Eastern Pipeline Corp Easement, and along and with the Proposed East Lot Line of said Lot 22, Block 3 of Colony Lakes Section One, a distance of 162.77 feet to a point for the Northwest corner of the tract herein described, said point also being an angle point of said Lot 22, Block 3 of Colony Lakes Section One (Proposed);

THENCE N 77°58'51" E, a distance of 123.57 feet to a point for the Northeast corner of the tract herein described, said point also falling on the Proposed Rear Lot Line for Lot 13, Block 3 of said Colony Lakes Section One;

THENCE S 36°38'07" E, along and with the Proposed Rear Lot Line for Lots 13 through Lot 10, Block 3 of said Colony Lakes Section One, a distance of 217.39 feet to the POINT OF BEGINNING of the tract herein described and containing 0.561 Acres (24,425 square feet) of Land.

EXHIBIT "A"

AS PER ORIGINAL

TRACT TWO (2)

FIELD NOTE DESCRIPTION FOR 0.960 ACRES (41,800 SQUARE FEET) OF LAND LOCATED IN THE ELIJAH ROARK LEAGUE, ABSTRACT NO. 77, SITUATED IN FORT BEND COUNTY, TEXAS; AND BEING A PART OF A CALLED 338.781 ACRE TRACT OF LAND CONVEYED BY DEED TO COLONY BAY LIMITED AS RECORDED IN VOLUME 2609, PAGE 879 OF THE FORT BEND COUNTY DEED RECORDS. THE SAID 0.960 ACRES (41,800 SQUARE FEET) OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (ALL BEARINGS ARE REFERENCED TO THE NORTHEASTERLY LINE OF SAID 338.781 ACRE TRACT, S 36°02'00" E).

COMMENCING at a point for the most Easterly Southeast corner of the said 338.781 Acre Tract, said point also being the Southwest corner of a 0.426 Acre (Parcel No. 26) as recorded in Volume 2563, Page 605 of the Fort Bend County Deed Records, said point also falling on the Westerly right-of-way line of State Highway No. 6, from which a found Highway Monument bears N 26°35'52" W, a distance of 1.07 feet;

THENCE N 26°35'55" W, along and with said Westerly right-of-way of State Highway No. 6, and the Westerly line of said 0.426 Acre (Parcel No. 26), a distance of 311.07 feet to a point;

THENCE N 88°12'46" W, leaving the said Westerly right-of-way of State Highway No. 6, a distance of 1,109.20 feet to a point falling on the North line of said 75' Texas Eastern Pipeline Corp. Easement, as recorded in Volume 712, Page 397 of the Fort Bend County Deed Records;

THENCE S 01°47'14" W, leaving the North line of said 75' Texas Eastern Pipeline Corp. Easement a distance of 27.00 feet to a point for the POINT OF BEGINNING of the tract herein described;

THENCE N 88°12'46" W, a distance of 380.00 feet to a point for the Southwest corner of the tract herein described;

THENCE N 01°47'14" E, at a distance of 27.00 feet passing a point on the North line of said 75' Texas Eastern Pipeline Corp. Easement, and continuing for a total distance of 110.00 feet to a point for the Northwest corner of the tract herein described;

THENCE S 88°12'46" E, a distance of 380.00 feet to a point for the Northeast corner of the tract herein described;

THENCE S 01°47'14" W, at a distance of 83.00 feet passing said point on the North line of said 75' Texas Eastern Pipeline Corp. Easement, and continuing for a total distance of 110.00 feet to the POINT OF BEGINNING of the tract herein described and containing 0.960 Acres (41,800 square feet) of Land.

EXHIBIT "A"

AS PER ORIGINAL

TRACT THREE (3)

FIELD NOTE DESCRIPTION FOR 0.165 ACRES (7,200 SQUARE FEET) OF LAND LOCATED IN THE ELIJAH ROARK LEAGUE, ABSTRACT NO. 77, SITUATED IN FORT BEND COUNTY, TEXAS; AND BEING A PART OF A CALLED 338.781 ACRE TRACT OF LAND CONVEYED BY DEED TO COLONY BAY LIMITED AS RECORDED IN VOLUME 2609, PAGE 879 OF THE FORT BEND COUNTY DEED RECORDS. THE SAID 0.165 ACRES (7,200 SQUARE FEET) OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (ALL BEARINGS ARE REFERENCED TO THE NORTHEASTERLY LINE OF SAID 338.781 ACRE TRACT, S 36°02'00" E).

COMMENCING at a point for the most Easterly Southeast corner of the said 338.781 Acre Tract, said point also being the Southwest corner of a 0.426 Acre (Parcel No. 26) as recorded in Volume 2563, Page 605 of the Fort Bend County Deed Records, said point also falling on the Westerly right-of-way line of State Highway No. 6, from which a found Highway Monument bears N 26°35'52" W, a distance of 1.07 feet;

THENCE N 26°35'55" W, along and with said Westerly right-of-way of State Highway No. 6, and the Westerly line of said 0.426 Acre (Parcel No. 26), a distance of 311.07 feet to a point;

THENCE N 88°12'46" W, leaving the said Westerly right-of-way of State Highway No. 6, a distance of 867.20 feet to a point for the POINT OF BEGINNING of the tract herein described, said point also falling on the North line of a 75' Texas Eastern Pipeline Corp. Easement, as recorded in Volume 712, Page 397 of the Fort Bend County Deed Records;

THENCE N 88°12'46" W, continuing along and with the North line of said 75' Texas Eastern Pipeline Corp. Easement, a distance of 90.00 feet to a point for the Southwest corner of the tract herein described;

THENCE N 01°47'14" E, leaving the North line of said 75' Texas Eastern Pipeline Corp. Easement, a distance of 80.00 feet to a point for the Northwest corner of the tract herein described;

THENCE S 88°12'46" E, a distance of 90.00 feet to a point for the Northeast corner of the tract herein described;

THENCE S 01°47'14" W, at a distance of 80.00 feet to the POINT OF BEGINNING of the tract herein described and containing 0.165 Acres (7,200 square feet) of Land.

EXHIBIT "A"

FILED AND RECORDED
12-19-95 2:40 P KN $17.00 9574793

Dianne Wilson - Co. Clerk
Fort Bend Co., TX

RECORDER'S MEMORANDUM
This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

DD5

Office of County Purchasing Agent
Gilbert D. Jalomo, Jr., CPPB

4520 Reading Road
Rosenberg TX 77471

Office (281) 341-8640
Fax (281) 341-8645

TO: Office of the County Judge
Fort Bend County, Texas

FROM: Gilbert Jalomo
County Purchasing Agent

SUBJECT: Agenda Items – Drainage Board on April 7, 2009

Regular Agenda:

Take all appropriate action on Bid 09-057 – Shredders

Fort Bend County Tabulation
Bid 09-057
15' Shredders

Recommendation: Shoppa's Farm Supply 2 each of shredder 1 and 1 each of shredder 2
Funding: Drainage District

Company	Shredder 1: Equal to John Deere CX15	Shredder 2: Equal to Rhino FN15 Nitro	Shredder 3: Equal to Schulte XH1500
Alvin Equipment - Alvin	No Bid	$16,660.00 Rhino	No Bid
Brookside Equipment - Houston	$13,959.86 John Deere	No Bid	No Bid
Hlavinka Equipment - Rosenberg	No Bid	$16,923.00 Rhino	No Bid
Lansdowne Moody - Houston	No Bid	$15,773.16 Rhino	No Bid
Rosenberg Tracotr - Rosenberg	$15,464.00 John Deere	$15,990.00 Rhino	No Bid
Shoppa's Farm Supply - East Bernard	$13,549.00 John Deere	$15,349.00 Rhino	$21,499.00 Schulte

DD5

MEMORANDUM

TO: **Judge Robert Hebert**
County Judge

FROM: **Debbie Kaminski**
Assistant Purchasing Agent

SUBJECT: **Please sign the attached contracts approved in Commissioners Court on 04/07/09. Thank you.**

DATE: **April 8, 2009**

RETURN TO: **Purchasing Department**
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg

4-7-09
Bid 09-057
Drainage # 5
AGENDA ITEM

COUNTY JUDGE
RECEIVED
APR 13 2009

Bid 09-056 # 33A

4-17-09 Orig. rec't. to Cheryl at Purchasing

Fort Bend County, Texas
Invitation for Bid

Purchase of New 15 Foot Shredders
for Fort Bend County
BID 09-057

SUBMIT BIDS TO:

Fort Bend County
Purchasing Department
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg, TX 77471

****NOTE:**
All correspondence must include the term "Purchasing Department" in address to assist in proper delivery

SUBMIT NO LATER THAN:

Thursday, March 12, 2009
1:30 PM (Central)

MARK ENVELOPE:

Bid 09-057
Shredders

ALL BIDS MUST BE RECEIVED IN COUNTY PURCHASING OFFICE BEFORE RECEIVING DATE AND TIME SPECIFIED.
BIDS RECEIVED WILL THEN BE OPENED AND PUBLICLY READ.
BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED UNOPENED.

Results will not be given by phone.
Results will be provided to bidders in writing after Commissioners Court award.

Fort Bend County is always conscious and extremely appreciative of your effort in the preparation of this bid. Requests for information must be in writing and directed to:
Debbie Kaminski, CPPB
Assistant County Purchasing Agent
kaminskd@co.fort-bend.tx.us or
Fax:281-341-8645

Prepared: 02/18/09
Issued: 02/25/09

Vendor Information

Shoppa's Farm Supply, Inc.
Legal Name of Contracting Company

[redacted]
Federal ID Number (Company or Corporation) or Social Security Number (Individual)

979 335-4887 — Telephone Number
979 335-6569 — Facsimile Number

628 South Dill Street
Complete Mailing Address (for Correspondence)

East Bernard TX 77435
City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

Richard Harris Sales
Authorized Representative and Title (printed)

rharris@shoppas.com
Authorized Representative's Email Address

Signature of Authorized Representative

Initials of Bidder:_____

1.0 GENERAL REQUIREMENTS:

1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.

1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.

1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

1.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change.

1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 4520 Reading Road, Suite A, Rosenberg, Texas no later than 1:30 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, Texas 77471.

1.6 Governing Forms: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.

1.7 Addendums: When specifications are revised, the Fort Bend County Purchasing Department will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.

Initials of Bidder: RL

1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.

1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

Initials of Bidder: RL

1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.

1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

Initials of Bidder: M

1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

Initials of Bidder: M

1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility.

1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.

1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.

1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

Initials of Bidder: _____

1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.

1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.

1.34 Interlocal Participation: Additional governmental entities, within Fort Bend County, may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

Initials of Bidder: M

1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier. Written documentation of the increase must be provided to the Purchasing Agent. No application for a price increase may be submitted within the first four (4) months of this contract. Increases of more that 25% of the original bid price will not be considered.

2.0 TERMS AND CONDITIONS:

2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.

2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.

2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.

2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.

2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.

2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

Initials of Bidder: NL

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

Initials of Bidder: M

2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.

2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.

2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.

Initials of Bidder: M

2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.

2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.

2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

Initials of Bidder: RL

2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trace shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.

2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.

2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.

2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

Initials of Bidder: _____

3.0 SCOPE:

It is the intent of Fort Bend County to purchase one (1) or more new 15' shredders. Unit is to be furnished with standard equipment and accessories as listed in the manufacturer's printed literature for the model bid.

4.0 DELIVERY:

Delivery of tractors ordered must be completed within sixty (60) calendar days after receipt of purchase order issued by the Fort Bend County Purchasing Agent. Delivery must be made to the Fort Bend County Department stated on the purchase order at time of issue.

5.0 BID FORM COMPLETION:

Fill out, initial each page, SIGN CONTRACT SHEET, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder MUST sign the contract sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of bid. If an error is made, vendor **MUST** draw a line through error and initial each change.

6.0 REQUIRED EQUIPMENT:

Bidder must state exactly the equipment bid in the space provided. Failure to meet or exceed each and every specification and/or failure to list equipment bid may result in disqualification of bid. Name brands specified are for reference only, see Section 1.18 above.

6.1 **List Make and Model:** Must be new current production model, John Deere CX15 or equal.

CX 15 - John Deere

6.2 **Cutting Width:** 15 feet.

☒ Meets or exceeds specifications ☐ Does not meet specifications

6.3 **Weight:** 5500 pounds minimum.

☒ Meets or exceeds specifications ☐ Does not meet specifications

6.4 **Top Deck Thickness:** 10-gauge minimum with deck rings.

☒ Meets or exceeds specifications ☐ Does not meet specifications

Initials of Bidder: M

6.5 **Gearbox Rating:** Transfer 160 continuous; Center 120 continuous and Outer 120 continuous minimum.

☒ Meets or exceeds specifications ☐ Does not meet specifications

6.6 **Wing Flex:** 90 degrees up and 22 degrees down.

☒ Meets or exceeds specifications ☐ Does not meet specifications

6.7 **Cutting Height:** 1" or lower to 16" or higher minimum.

☒ Meets or exceeds specifications ☐ Does not meet specifications

6.8 **Design:** Must be designed and recommended for a 50 to 65 horsepower tractor.

☒ Meets or exceeds specifications ☐ Does not meet specifications

6.9 **Tires:** Six (6) 26 x 9 x 14.5 HD ag tires with air spring/shock absorber suspension.

☒ Meets or exceeds specifications ☐ Does not meet specifications

6.10 **540 PTO.**

☒ Meets or exceeds specifications ☐ Does not meet specifications

6.11 **Warranty:** Three (3) year 100% parts and labor on gearboxes.

☒ Meets or exceeds specifications ☐ Does not meet specifications

6.12 **Manuals:** Operators – 1 per unit plus 1 shop copy; Parts – 1 per order and Technical – 1 per order.

☒ Meets or exceeds specifications ☐ Does not meet specifications

7.0 UNIT BID PRICE:

Unit bid price, for one (1) new shredder John Deere or equal, as specified herein, F.O.B. point of delivery in Fort Bend County, Texas:

$ 13,549.00 ea.

Initials of Bidder: M

8.0 REQUIRED EQUIPMENT:

Bidder must state exactly the equipment bid in the space provided. Failure to meet or exceed each and every specification and/or failure to list equipment bid may result in disqualification of bid. Name brands specified are for reference only, see Section 1.18 above.

8.1 **List Make and Model:** Must be new current production model, Rhino FN15 Nitro or equal.

Rhino FN155311 NITRO

8.2 **Cutting Width:** 15 feet.

☒ Meets or exceeds specifications ☐ Does not meet specifications

8.3 **Weight:** 5500 pounds minimum and 6100 pounds maximum.

☒ Meets or exceeds specifications ☐ Does not meet specifications

8.4 **Top Deck Thickness:** 7-gauge minimum with deck rings.

☒ Meets or exceeds specifications ☐ Does not meet specifications

8.5 **Gearbox Rating: Power Divider**: 325 horsepower minimum.

☒ Meets or exceeds specifications ☐ Does not meet specifications

8.6 **Gearbox Rating: Center and Wings:** 285 horsepower minimum with 2-9/16" diameter output shaft.

☒ Meets or exceeds specifications ☐ Does not meet specifications

8.7 **Wing Flex:** 90 degrees up and 22 degrees down.

☒ Meets or exceeds specifications ☐ Does not meet specifications

8.8 **Cutting Height:** 1" or lower to 14-1/2" or higher minimum.

☒ Meets or exceeds specifications ☐ Does not meet specifications

8.9 **Design:** Must be designed and recommended for a 50 to 65 horsepower tractor.

☒ Meets or exceeds specifications ☐ Does not meet specifications

Initials of Bidder: M

8.10 **Constant Velocity Drive Line.**

☒ Meets or exceeds specifications ☐ Does not meet specifications

8.11 **Tires:** Six (6) foam filled airplane tires.

☒ Meets or exceeds specifications ☐ Does not meet specifications

8.12 **540 PTO.**

☒ Meets or exceeds specifications ☐ Does not meet specifications

8.13 **Replaceable Skid Shoes.**

☒ Meets or exceeds specifications ☐ Does not meet specifications

8.14 **Pintle Hook Hitch.**

☒ Meets or exceeds specifications ☐ Does not meet specifications

8.15 **Warranty:** Five (5) year 100% parts and labor on gearboxes and two (2) year 100% parts and labor on drive line.

☒ Meets or exceeds specifications ☐ Does not meet specifications

8.16 **Manuals:** Operators – 1 per unit plus 1 shop copy per order; Parts - 1 per order; Shop/technical – 1 per order

☒ Meets or exceeds specifications ☐ Does not meet specifications

9.0 UNIT BID PRICE:

Unit bid price, for one (1) new shredder Rhino or equal, as specified herein, F.O.B. point of delivery in Fort Bend County, Texas:

$ 15,349.00 ea

Initials of Bidder: M

10.0 REQUIRED EQUIPMENT:

Bidder must state exactly the equipment bid in the space provided. Failure to meet or exceed each and every specification and/or failure to list equipment bid may result in disqualification of bid. Name brands specified are for reference only, see Section 1.18 above.

10.1 **List Make and Model:** Must be new current production model, Schulte XH1500 Series 3 or equal.

Schulte XH 1500 Series III

10.2 **Cutting Width:** 15 feet.

☒ Meets or exceeds specifications ☐ Does not meet specifications

10.3 **Weight:** 5500 pounds minimum and 6100 pounds maximum.

☒ Meets or exceeds specifications ☐ Does not meet specifications

10.4 **Top Deck Thickness:** 7-gauge minimum.

☒ Meets or exceeds specifications ☐ Does not meet specifications

10.5 **Gearbox Rating: Power Divider**: 260 horsepower minimum.

☐ Meets or exceeds specifications ☐ Does not meet specifications

10.6 **Gearbox Rating: Center and Wings:** 160 horsepower minimum with 2-3/8" diameter output shaft.

☒ Meets or exceeds specifications ☐ Does not meet specifications

10.7 **Wing Flex:** 90 degrees up and 25 degrees down.

☒ Meets or exceeds specifications ☐ Does not meet specifications

10.8 **Cutting Height:** 1-1/2" or lower to 17-1/2" or higher minimum.

☒ Meets or exceeds specifications ☐ Does not meet specifications

10.9 **Design:** Must be designed for a 60 to 70 horsepower tractor.

☒ Meets or exceeds specifications ☐ Does not meet specifications

Initials of Bidder: M

10.10 **3/8" thick formed deck rings.**

☒ Meets or exceeds specifications ☐ Does not meet specifications

10.11 **Suspension:** Eight (8) foam filled airplane tires on 4 tandem walking axles.

☒ Meets or exceeds specifications ☐ Does not meet specifications

10.12 **540 PTO.**

☒ Meets or exceeds specifications ☐ Does not meet specifications

10.13 **Replaceable Skid Shoes.**

☒ Meets or exceeds specifications ☐ Does not meet specifications

10.14 **Equal Angle Hitch.**

☒ Meets or exceeds specifications ☐ Does not meet specifications

10.15 **Warranty:** Five (5) year 100% parts and labor on gearboxes.

☒ Meets or exceeds specifications ☐ Does not meet specifications

10.16 **Manuals:** Operators – 1 per unit plus 1 shop copy per order; Parts - 1 per order and Shop/technical – 1 per order

☒ Meets or exceeds specifications ☐ Does not meet specifications

11.0 UNIT BID PRICE:

Unit bid price, for one (1) new shredder Schulte or equal, as specified herein, F.O.B. point of delivery in Fort Bend County, Texas:

$ 21,499.00 ea

12.0 FORT BEND COUNTY REPRESENTATIVE:

Point of contact for this contract is Debbie Kaminski, CPPB, Assistant County Purchasing Agent (281) 341-8643 or kaminskd@co.fort-bend.tx.us.

Initials of Bidder: LJ

Bid# 09-057

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 7th day of April, 2009, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and Shoppa's
(company name)

(hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Shredders** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 7th day of April 2009.

Fort Bend County, Texas

By: Robert Hebert
County Judge

By: [signature]
Signature of Contractor

By: Richard Harris Sales
Printed Name and Title