

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: May 6, 2009	Submitted By: Laura Dougherty
Court Agenda Date: May 12, 2009	Department: Facilities Management & Planning
	Phone Number: 281-633-7017

**SUMMARY OF ITEM:**  
 Take all appropriate action to accept letter of commitment with Grand Lakes Municipal Utility District No. 4 in regards to the Availability of Water and Sanitary Sewer Service for the 6.486 Acre Tract located at 22333 Grand Corner Drive, Katy TX. 77494

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:**

- 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](mailto: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:

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

**RECOMMENDATION / ACTION REQUESTED:**

Special Handling Requested (specify): Please Approve

5-15-09 2 orig. ret. to Laura at Facilities

FM 10358

APR 28 2009

*SA*  
SCHWARTZ, PAGE & HARDING, L.L.P.  
ATTORNEYS AT LAW

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ABRAHAM I. RUBINSKY  
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ROBERT G. ROGERS

April 27, 2009

Via Regular Mail

Fort Bend County, Texas  
C/o Kelly R. Kaluza & Associates, Inc.  
Attn: Mr. Llarance L. Turner, R.P.L.S.  
3014 Avenue I  
Rosenberg, Texas 77471

Re: Grand Lakes Municipal Utility District No. 4

Dear Mr. Turner:

Enclosed please find two (2) originals of the utility commitment letter issued to Fort Bend County and approved by the Board of Directors at its meeting held on April 27, 2009, relative to the 6.486 acre tract of land located at the 22333 Grand Corner Drive, Katy, Texas 77494, in Fort Bend County.

Please obtain the appropriate acceptance signatures on both originals and return one fully executed original via the enclosed envelope for the District's files.

Should you have any questions concerning the enclosed, please do not hesitate to contact me at your earliest convenience.

Very truly yours,

SCHWARTZ, PAGE & HARDING, L.L.P.

By: Melia Berry  
Melia Berry, Paralegal  
for the District

Enclosures

FM 90358

GRAND LAKES MUNICIPAL UTILITY DISTRICT NO. 4  
1300 Post Oak Boulevard, Suite 1400  
Houston, Texas 77056

April 27, 2009

APR 29 2009

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Fort Bend County, Texas  
C/o Kelly R. Kaluza & Associates, Inc.  
Attn: Mr. Llarance L. Turner, R.P.L.S.  
3014 Avenue I  
Rosenberg, Texas 77471

Re: Grand Lakes Municipal Utility District No. 4 - Availability of  
Water Service and Sanitary Sewer Service to a 6.486 Acre Tract  
of Land Located at 22333 Grand Corner Drive, Katy, Texas,  
77494

Ladies and Gentlemen:

Please let this letter serve to advise that the Board of Directors of Grand Lakes Municipal Utility District No. 4 (the "District") has considered the request of Fort Bend County, Texas ("Customer") for water and sanitary sewer service to the above-captioned 6.486 acre tract of land (the "Tract"), which is described on Exhibit "A" attached hereto. In this regard, representations have been made to the District that development plans for the Tract will include the construction of a governmental office and administrative building for Fort Bend County (Fort Bend County Precinct 3 Annex) consisting of approximately 23,691 square feet of space (the "Improvements") requiring a total sanitary sewer capacity of 2,520 gallons per day, average daily flow, and related water capacity. Based upon the foregoing representations, the District hereby provides its commitment to serve the Tract in accordance with such request, subject to the following conditions:

1. Water service to the Tract will be provided from an existing District water line located in the Grand Corner Drive right-of-way or as may be otherwise determined by the District's engineer in cooperation with Customer.

2. Sanitary sewer service will be provided from an existing sanitary sewer trunk line located in the Grand Corner Drive right-of-way or as may be otherwise determined by the District's engineer in cooperation with Customer.

3. Storm runoff from the Tract is to be conveyed to a storm sewer system the location of which shall be determined by the District's engineer in cooperation with Customer, or as otherwise

may be required by Fort Bend County, the Fort Bend County Drainage District or any other regulatory agency with jurisdiction over said matters.

4. Subject to the other conditions and requirements set forth herein, water supply and wastewater treatment plant capacities in the amounts indicated will be made available as the Improvements are constructed in accordance with the District's then-existing Rate Order and Drought Contingency Plan. Customer has represented to the District that the Tract and the Improvements will be exempt from ad valorem taxation by the District. In that regard, Customer hereby acknowledges that the District may collect fees in accordance with its then existing Rate Order to cover the District's actual costs of the facilities necessary to provide service to the Tract that are financed or are to be financed in whole or in part by tax supported bonds and Customer (or its successor in interest) shall pay such costs to the District prior to service being provided to the Tract in whole or in part.

5. Plans and specifications for additional perimeter and major internal water, sanitary sewer and drainage facilities required to provide service to the Improvements in accordance with, as applicable, City of Houston, Fort Bend County, Fort Bend County Drainage District, and Texas Commission on Environmental Quality standards shall be prepared by a registered professional engineer engaged by Customer and approved by the District and shall be approved by all applicable regulatory authorities as well as the District's Engineer prior to beginning construction of such facilities. Construction of all water, sanitary sewer and drainage facilities shall be inspected by the District's Operator and Engineer to the extent deemed necessary to enable the District's Operator and Engineer to certify to the District that such facilities have been constructed in accordance with the approved plans and specifications.

6. If not previously obtained, Customer will obtain approval by the appropriate governmental authority having jurisdiction over land use, if any of a plat or plats on the Tract which will be duly recorded in the Map Records of Fort Bend County, Texas, prior to the construction of the Improvements on the Tract. A recorded copy of said plat shall be provided to the District's Engineer as evidence of satisfaction of this requirement.

7. No connections to the District's water, sanitary sewer or drainage facilities shall be made or permitted to be made until the District has issued written authorization. Authorization for connections will be issued only after receipt by the District of the District Engineer's approval, evidence of approval by all

applicable regulatory authorities having jurisdiction over the project, receipt by the District's Engineer of a recorded plat of the Tract, conveyance to the District of fee simple absolute title to all facilities to be owned and operated by the District in appropriate easements, and payment of all fees and charges then due.

8. Any deviation from the development plan described above must be submitted to the District for its approval which may result in the Board's reconsideration of this commitment.

9. Construction of all internal water, sanitary sewer and drainage facilities required to provide service to the Tract shall be at the sole cost and expense of Customer without reimbursement by the District.

10. Customer shall obtain and bear the expense of any permits for construction of the water, sanitary sewer and drainage facilities required to serve the Tract. The District will join in such permits for facilities to be owned and operated by the District where required by regulatory authorities but will not bear any permit or bond expense involved.

11. Customer shall be charged the same rates and fees for water and sanitary sewer service as comparable customers within the District at the time that application for such service is requested in accordance with the District's then existing Rate Order, subject, however, to the terms of paragraph 4 above.

12. If Customer, or renter or lessee of Customer, proposes to discharge, or discharges, certain Commercial Waste, as defined in the District's then existing Rate Order or any discharge prohibited by the District's then existing Order Regulating the Introduction of Wastewater Into the Sanitary Sewer System of the District ("Waste Order"), Customer, its renter or lessee, will be required to install garbage grinders and may be required to install grease traps or pretreatment units and/or to take any other action required under the Rate Order or Waste Order.

13. Customer shall not have the right to assign this commitment or any right which may accrue hereunder, in whole or in part, without the prior written consent of the District.

14. Customer shall be required to dedicate the appropriate easements and provide for the necessary sizing of all water, sanitary sewer, storm sewer and drainage ditch facilities to service the balance of the Tract in the event the Tract is

segmentally developed in accordance with the requirements of regulatory authorities having jurisdiction.

15. Except as otherwise provided in paragraph 18 below, this commitment shall automatically expire and shall have no further force and effect one (1) year from the date hereof, relative to any capacity not required by the Improvements (or portion thereof) actually completed or under construction at said time; provided, however, that the terms and provisions of paragraph 4 above shall survive any such termination. The District does, however, agree to consider a renewal of this commitment based upon Customer's proceeding in good faith in the development of the Improvements or additional portions thereof.

16. The District hereby specifically reserves the right at any time after completion of the Improvements on the Tract to reallocate surplus water and sewer capacity not required by such Improvements to other properties within the District.


17. Nothing herein shall be construed as a guarantee of any particular volume or pressure of water supply, it being understood and agreed that the District will use its best efforts to provide water committed hereunder in the same manner as it supplies same to other District customers, but water services and wastewater treatment services may be limited or interrupted for, among other reasons and without limitation, mechanical breakdowns, scheduled maintenance, and repairs. If the District should be prevented, wholly or in part, from providing water and/or wastewater treatment capacity to Customer under the terms set forth herein by reason of any of the foregoing or because of force majeure, including without limitation, acts of God, unavoidable accident, acts of the public enemy, strikes, riots, floods, fires, government restraint or regulations, water well and/or wastewater treatment plant failure or failure of service lines, power failure, drought, or for any other cause beyond the District's control, then the obligation of the District to make such capacity available shall be suspended until such cause is remedied. Customer is further hereby advised that the District is subject to the supervision of various local, state and federal authorities and cannot exercise independent control over all activities and actions affecting development of the Tract or the providing of water and/or wastewater treatment capacity. This commitment is issued subject to the actions and approvals of such authorities as provided by law.

18. This commitment shall automatically expire and shall have no further force and effect if Customer becomes delinquent relative to the payment of standby charges the District may now or hereafter have in effect.

19. This commitment shall not be binding upon the District until Customer returns one (1) fully executed original of this commitment to the District at the address shown on the first page hereof.

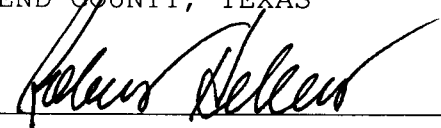
Should you have any questions concerning the above commitment, please do not hesitate to call on me.

Very truly yours,


  
\_\_\_\_\_  
President, Board of Directors  
GRAND LAKES MUNICIPAL UTILITY  
DISTRICT NO. 4

Agreed to and accepted this 12 day of May, 2009.

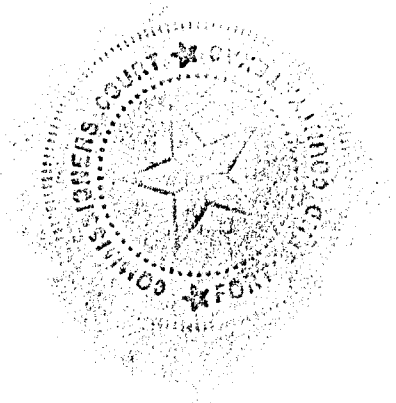
FORT BEND COUNTY, TEXAS

By:   
\_\_\_\_\_  
Name: Robert Hebert  
Title: County Judge

ATTEST:

  
\_\_\_\_\_  
Dianne Wilson, County Clerk

cc: Mr. David Corbin  
Costello, Inc.



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

GRAND CORNER  
6.486 ACRES

DESCRIPTION OF A 6.486 ACRE TRACT OF LAND SITUATED  
IN THE L.A. PATILLO SURVEY, ABSTRACT No. 306 AND THE  
JOEL E. McCRRARY SURVEY, ABSTRACT NO. 403  
FORT BEND COUNTY, TEXAS

Being a 6.486 acre tract of land located in the L.A. Patillo Survey, Abstract No. 306 and the Joel E. McCrury Survey, Abstract No. 403, Fort Bend County, Texas and being out of and a part of a 61.0369 acre residue of a tract described as Tract 2 and being 69.5449 acres in a conveyance to Centennial Homes, Inc. recorded under Fort Bend County Clerk's File (F.B.C.C.F.) No. 9716564 and dated March 21, 1997 said 69.5449 acre tract presently owned by Trendmaker Homes, Inc. by virtue of that Certificate of Amendment dated December 08, 2006 and filed in the Office of the Secretary of State of the State of Texas on December 8, 2006 which amends the name of TMI, Inc. to Trendmaker Homes and by virtue of that Certificate of Merger of Centennial Homes, Inc. into TMI, Inc dated December 27, 2001 and recorded under F.B.C.C.F. No. 2002006336, said 6.486 acre tract being more particularly described by metes and bounds as follows:

**BEGINNING** at a Corp of Engineer's disk in concrete found in the South line of a tract described as Parcel 2E and being 11.318 acres in a conveyance to the State of Texas recorded under F.B.C.C.F. No. 8959074 marking the Northwest corner of a tract described as 76.1 acres to the United States Of America in Civil Action No. 691, same also being the Northeast corner of the herein described tract and the most Northerly Northeast corner of said 69.5449 acre tract;

**THENCE** South 07° 10' 44" East, along and with the West line of said 76.1 acre tract, same being the Easterly line of said 69.5449 acre tract passing a Corp of Engineer's disk in concrete found at 499.86 feet for the Southwest corner of said 76.1 acre tract and an interior corner of said 69.5449 acre tract, continuing for a total distance of 521.36 feet over and across said 69.5449 acre tract to a 5/8 inch iron rod with "Brown & Gay" cap set in the North right-of-way line of Grand Corner Drive (100.00 feet width per plat or map recorded under Plat No. 20070287, Fort Bend County Plat Records) marking the Southeast corner of the herein described tract;

**THENCE**, along and with the Northerly right-of-way line of said Grand Corner Drive the following courses and distances:

South 82° 50' 41" West, 16.93 feet to a 5/8 inch iron rod with "Brown & Gay" cap set marking the beginning of a curve to the left;

In a Westerly direction, along and with said curve to the left having a Radius of 500.00 feet, a Central Angle of 03° 58' 21", a Long Chord which bears South 80° 51' 31" West, 34.66 feet and a total Arc Distance of 34.67 feet to 5/8 inch iron rod with "Brown & Gay" cap set marking the Point of Tangency;

South 78° 52' 20" West, 140.06 feet to a 5/8 inch iron rod with "Brown & Gay" cap set marking the beginning of a curve to the right;

GRAND CORNER  
6.486 ACRES

In a Westerly direction, along and with said curve to the right having a Radius of 400.00 feet, a Central Angle of 16° 43' 14", a Long Chord which bears South 87° 13' 57" West, 116.32 feet and a total Arc Distance of 116.73 feet to 5/8 inch iron rod with "Brown & Gay" cap set in the Southwest line of a 30.00 feet wide pipeline easement described in an conveyance to Lone Star Gas Company and recorded in Volume 588, Page 847 of the Fort Bend County Deed Records;

THENCE North 47° 01' 44" West, along and with the Southwest line of said 30.00 feet wide easement, a distance of 69.68 feet to a 5/8 inch iron rod with "Brown & Gay" cap set in the South line of a 10.00 feet wide fiber optic cable easement described in an conveyance to BCSI, Inc. and recorded under F.B.C.C.F. No. 2003105943 marking an interior corner of the herein described tract;

THENCE South 82° 50' 25" West, along and with the South line of a 10.00 feet wide fiber optic cable easement, a distance of 13.03 feet to a 5/8 inch iron rod with "Brown & Gay" cap set marking a Southwest corner of said 10.00 feet wide fiber optic cable easement, same being the most Westerly Southwest corner of the herein described tract;

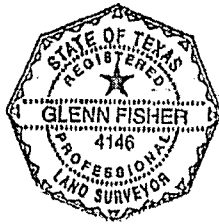
THENCE North 47° 01' 44" West, along and with the Southwest line of said 10.00 feet wide fiber optic cable easement, a distance of 593.92 feet to a 5/8 inch iron rod with "Brown & Gay" cap set in the South line of 14.00 feet wide Utility Easement described in a conveyance recorded under F.B.C.C.F. No. 2004137440, same being a 14.00 feet wide easement described in a conveyance to CenterPoint Energy Houston Electric, LLC and described in a conveyance recorded under F.B.C.C.F. No. 2004151768 marking an angle point in the Southwest line of the herein described tract;

THENCE North 26° 00' 22" West, a distance of 14.79 feet to a 5/8 inch iron rod with "Brown & Gay" cap set in the North line of said 14.00 feet wide easement, same being a Westerly extension of the South line of said 11.318 acre tract, same further being an interior North line of said 69.5449 acre tract set marking the Northwest corner of the herein described tract;

THENCE North 82° 50' 20" East, along and with the North line of said 14.00 feet wide easement, same being a Westerly extension of the South line of said 11.318 acre tract, same further being an interior North line of said 69.5449 acre tract, at a distance of 89.11 feet pass a 5/8 inch iron rod with "Brown & Gay" cap set marking the Southwest corner of said 11.318 acre tract, same being an interior corner of said 69.5449 acre tract, continuing along and with the South line of said 11.318 acre tract, same further being an interior North line of said 69.5449 acre tract, in all a total distance of 750.30 feet to the POINT OF BEGINNING and containing 6.486 acres of land.

GRAND CORNER  
6.486 ACRES

All bearings are grid and are based on the Texas State Plane Coordinate System, South Central Zone and are referenced to monuments found along the east right-of-way line of said SH 99 as shown on a survey of even date prepared by the undersigned in conjunction with this property description.



A handwritten signature in cursive script, appearing to read "Glenn Fisher".

Glenn Fisher RPLS No. 4146  
Brown & Gay Engineers, Inc.  
10777 Westheimer, Suite 400  
Houston, Texas 77042  
Telephone: (281) 558-3700



