

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:	09/16/2009	Submitted By:	Mary Reveles
Court Agenda Date:	09/22/2009	Department:	County Attorney
		Phone Number:	341-4554

SUMMARY OF ITEM:

ENGINEERING:

Take all appropriate action on the Interlocal Agreement between Fort Bend County and Fort Bend County Municipal Utility District No. 34 for use of the storm sewer system within Fort Bend County including the portion of such system located within the right-of-way of Katy Gaston Road between F.M. 1093 and Fry Road.

RENEWAL AGREEMENT/APPOINTMENT YES NO

REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES NO

List Supporting Documents Attached: Agreement approved by City of Rosenberg.

FINANCIAL SUMMARY: BUDGETED ITEM: YES NO N/A

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

DESCRIPTION OF LAWSOM ACCOUNT: _____ (Fund Mobility Bond Projects.)

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:

<input 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 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"/>	Road & Bridge		<input checked="" type="checkbox"/>	County Clerk	(281-341-8697)
<input checked="" type="checkbox"/>	Engineering		<input checked="" type="checkbox"/>	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify): 10-1-09 2 orig. ret. to Mary
 at Co. Attorney

ARTICLE I
DEFINITIONS; CONSENTS

Section 1.01: Definitions. Unless the context or the usage of the particular word or phrase requires a different interpretation, in addition to terms defined elsewhere herein, the following terms and phrases shall have the meanings indicated below:

A. "Commission" shall mean the Texas Commission on Environmental Quality, or its successors.

B. "County" shall mean Fort Bend County.

C. "County Engineer" shall mean the Fort Bend County Engineer.

D. "County System" shall mean that portion of the County's storm sewer system within the Katy Gaston Road right-of-way from F.M. 1093 to Fry Road and extending northwest to Little Prong Creek, as more fully depicted on Exhibit "A" attached hereto and incorporated herein for all purposes.

C. "District" shall mean Fort Bend County Municipal Utility District No. 34, a body politic and political subdivision of the State of Texas, operating pursuant to Chapter 49 and Chapter 54, Texas Water Code, as amended.

D. "District's Engineer" shall mean Jacobs Engineering Group Inc., or its successors duly appointed by the District.

E. "Effluent" shall mean the treated wastewater effluent discharged from the Plant that meets the criteria set forth by the Commission in its rules and in the discharge permit issued for the Plant.

F. "Party" or "Parties" shall mean District and the County, singularly or collectively, as applicable, and their successors and assigns hereunder.

G. "Plant" shall mean the 0.25 MGD wastewater treatment plant to be built in one or more phases on the Plant Site and owned and operated by the District.

H. "Plant Site" shall mean the approximate 1.0829 acre tract of land on which the Plant is located, which tract of land is as more fully described by metes and bounds on Exhibit "C" attached hereto and incorporated herein for all purposes.

I. "Subject Tract" shall mean the approximate 37.8516 acre tract of land located at the northeast corner of Katy Gaston Road and F.M. 1093, as more fully described by metes and bounds on Exhibit "B" attached hereto and incorporated herein for all purposes.

J. "May" is permissive; "Shall" is mandatory.

Section 1.02: Consents. Any consent or approval required to be given by either Party must be given in writing by an officer of the Party, unless otherwise specified, and any notice to be

given to the Party must be given to the representative of the Party set forth in Section 7.07 hereof, unless otherwise specified.

ARTICLE II USE OF COUNTY SYSTEM

Section 2.01: Use of County System. Subject to the terms and conditions set forth herein, the District shall be entitled to discharge Effluent from the Plant into the County System for the purpose of conveyance of such Effluent to Little Prong Creek. The amount of Effluent discharged by the District into the County System shall not exceed 0.25 MGD. The District shall only be entitled to discharge Effluent into the County System and shall operate the Plant in such a manner to ensure the Effluent regularly meets the requirements of the Commission, the United States Environmental Protection Agency ("EPA"), and any other regulatory entities with jurisdiction over discharges of Effluent. In the event the District discharges anything other than Effluent into the County System or the volume of Effluent discharged by the District into the County System exceeds the limitation set forth in this Section, upon notification of same, the District shall immediately take all reasonable measures to eliminate the unauthorized discharge and take any and all remedial measures reasonably requested by the County.

Section 2.02: Construction, Extension, Improvement and Maintenance of County System. The Parties acknowledge that the County, at its sole cost and expense, has heretofore constructed and/or acquired the County System. The Parties further acknowledge and agree that the County may, from time to time and in its sole discretion, construct or acquire expansions, extensions, additions, modifications or other improvements to the County System; provided, however, the District shall not be responsible for financing any portion of such expansions, extensions, additions, modifications or other improvements. To the extent possible and necessary, the District agrees to cooperate with the County to operate the Plant in such a manner to moderate the timing, frequency and volume of discharges of Effluent into the County System while the County is performing capital improvements or modifications to the County System. Subject to the provisions of Section 2.04 hereof, the County shall be responsible for all maintenance and repair of the County System.

Section 2.03: Initial Tie-In. The District's Engineer shall prepare the plans and specifications for the tie-in of the Plant outfall to the County System, which plans shall be provided to the County Engineer for review and approval, which approval shall not be unreasonably withheld or delayed. Upon written approval of such plans by the County Engineer, the District shall perform the physical tie-in to the County System. The District shall provide the County with ten (10) days prior written notice such that the County may inspect the tie-in at the time such work is performed. In the event the County prefers to perform the tie-in to the County System, the County shall notify the District of same and provide the District with ten (10) days prior written notice such that the District may inspect the tie-in at the time such work is performed.

Section 2.04: Duty to Repair. The District shall, at all times, take all reasonable steps to ensure that its discharge of Effluent into the County System does not damage the County System. In the event that the District's discharge of Effluent causes damage to the County System, the District shall be responsible for the cost and expense to repair any such damage to the County System. Such repairs shall, as closely as reasonably possible and practicable, return the County System to its condition prior to the occurrence of the damage; provided, however, nothing herein shall obligate the District to repair normal wear and tear to the County System caused by the District's discharge of Effluent.

Section 2.05: Maintenance of Plant; Liability for Effluent. The County shall have no responsibility or liability arising out of the operation or maintenance of the Plant nor the District's discharge of Effluent into the County System. Possession and control of the Effluent shall pass from the District to the County once it has been discharged into the County System; provided, however, in the event the County is assessed any fine or penalty by the Commission, EPA, or any other regulatory entities with jurisdiction as the direct result of the District's discharge of Effluent into the County System, the District shall be responsible for the payment of such fine or penalty.

ARTICLE III ASSIGNMENT

The District may not assign or partially assign this Agreement or its rights hereunder to other parties without the express written consent of the County. Notwithstanding the foregoing, if a city annexes the District in its entirety and such city assumes the obligations of the District, this Agreement shall remain in full force and effect and such city shall be entitled to the benefits of the District hereunder and shall be required to assume the obligations of the District hereunder.

ARTICLE IV OTHER AGREEMENTS

The County reserves the right to enter into additional agreements with other persons, corporations, partnerships or political subdivisions of the State of Texas or any other entities concerning use of the County System for conveyance and disposal of Effluent and storm water; provided, however, the County covenants and agrees that it will not so agree with others to such an extent as to impair the County's ability to perform fully and punctually its obligations to the District under this Agreement.

ARTICLE V FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the terms specified of any obligation or duty placed on such party (other than monetary obligations) by reason of strikes, stoppages of labor; riots; fire; invasions; insurrections; accidents; orders of any court, judge or civil authority; acts of God; or any cause reasonably beyond such party's control and not attributable to its neglect, then, in such event, the time for performance of such obligation or duty shall be suspended until such inability to perform is removed.

ARTICLE VI TERM AND TERMINATION

Section 6.01: Term. This Agreement shall be in force and effect from the date of execution by the County hereof for a term of forty (40) years, and shall thereafter be automatically extended for additional ten (10) year terms unless earlier terminated in accordance with any other provision hereof.

Section 6.02: Termination. This Agreement may be terminated for cause at any time upon one hundred twenty (120) days written notice to the other Party; provided, however, the non-performing party shall be entitled to cure any breach within such one hundred twenty (120) day period to avoid termination for same.

If to County: Fort Bend County
1124-52 Blume Road
P.O. Box 1449
Rosenberg, Texas 77471
(281) 342-3039
(281) 342-7366 fax
Attention: County Engineer

Section 7.08: Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.

Section 7.09: Information Sharing. The District shall promptly provide the County with a copy of all reports submitted by the District to the Texas Commission on Environmental Quality (“TCEQ”) pertaining to the Plant and/or Plant Site.

Section 7.10: Venue. 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, and venue for any litigation arising out of or related to this Agreement shall lie solely in the court of appropriate jurisdiction located in Fort Bend County, Texas.

Section 7.11 Entire Agreement; Amendment and Attachments. This Agreement contains the entire agreement between the Parties, and no agreement shall be effective to change, modify, or terminate this Agreement, in whole or in part, unless such agreement is in writing and duly signed by the Party against whom enforcement of such change, modification, or termination is sought. Attached hereto are Exhibits A, B & C which are made part of this Agreement for all purposes.

ARTICLE VIII RELEASE AND INSURANCE

Section 8.01: Release. To the extent permitted by the constitution and laws of the State of Texas, the District, its predecessors, successors, and assigns hereby release, relinquish, and discharge the County, its predecessors, successors, assigns, legal representatives, and its former, present, and future agents, employees, and officers (collectively referred to in this paragraph as “the County”) from any liability to the District as a result of the joint or concurrent negligence of the County as a result of any injury, including death or damage to persons or property, where such damage is sustained in connection with the County System or rights or duties under this Agreement.

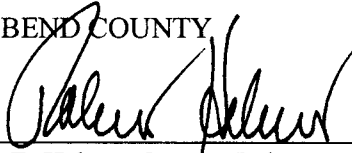
Section 8.02: Insurance. The District will require all third party contractors, subcontractors, and vendors (collectively, “Contractors”) who perform work or provide services at the County System on behalf of the District to maintain such levels of insurance as are customary for the size and kind of work or services to be provided. The District shall obtain copies of insurance policies from the Contractors and deliver to the County copies of such policies. All such policies must contain an agreement that the insurer will notify the District in

writing not less than thirty (30) days before any reduction in coverage or cancellation of any policy.

ARTICLE IX.
EXECUTION

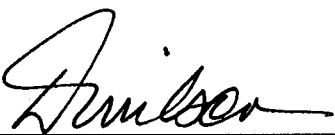
IN WITNESS WHEREOF, this Agreement has been executed in multiple counterparts by the Parties to be effective upon the date of approval by the County.

FORT BEND COUNTY

By: 
Robert E. Hebert, County Judge

Date: 9-22-09

Attest:


Dianne Wilson, County Clerk

FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 34

By: _____
Billy E. Haehnel,
President, Board of Directors
"District"

TATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2009, by Billy E. Haehnel, the President of the Board of Directors of Fort Bend County Municipal Utility District No. 34, on behalf of said District.

Given under my hand and seal of office this the ____ day of _____, A.D., 2009.

(SEAL)

Notary Public, in and for the State of Texas

EXHIBIT B

Exhibit B

Legal description of 37.8516 acre tract, being 39.1391 acres SAVE AND EXCEPT 1.2875 acres, as follows:

**METES AND BOUNDS DESCRIPTION
OF
39.1391 ACRES
L.A. PATILLO SURVEY
ABSTRACT NO. 307
FORT BEND COUNTY, TEXAS**

A PARCEL OF LAND CONTAINING 39.1391 ACRES (1,704,898 SQUARE FEET) MORE OR LESS BEING THAT CERTAIN 39.1391 ACRE TRACT 1, CONVEYED FROM VISTA PROPERTIES COMPANY TO JERROL W. SPRINGER, TRUSTEE, AS RECORDED IN FILE NO. 97-64484, OFFICIAL RECORDS, FORT BEND COUNTY, TEXAS, (O.R.F.B.C.T.), SAID 39.1391 ACRE TRACT BEING SITUATED IN THE L.A. PATILLO SURVEY, ABSTRACT NO. 307 IN FORT BEND COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A SET 5/8 INCH IRON ROD WITH CAP STAMPED CIVIL-SURV. AT THE INTERSECTION OF THE NORTH LINE OF F.M. 1093, 100 FOOT RIGHT-OF-WAY, WITH THE WEST LINE OF GASTON ROAD, AS RECORDED IN SLIDE NO. 589 B AND 570 A, PLAT RECORDS, FORT BEND COUNTY, TEXAS, FOR THE SOUTHEAST CORNER OF THE SAID 39.1391 ACRE TRACT 1;

THENCE, S 85° 38' 37" W, WITH THE SAID NORTH LINE OF F.M. 1093, SAME BEING THE SAID SOUTH LINE OF THE SAID 39.1391 ACRE TRACT 1, A DISTANCE OF 1949.11 FEET TO A FOUND PK NAIL IN ASPHALT, IN THE CENTERLINE OF KATY-GASTON ROAD, DESCRIBED AS 60 FEET IN WIDTH, IN FILE NO. 82-06272, O.R.F.B.C.T., FOR THE SOUTHWEST CORNER OF THE SAID 39.1391 ACRE TRACT 1;

THENCE, N 44° 56' 41" W, WITH THE SAID CENTERLINE OF KATY-GASTON ROAD, SAME BEING THE WEST LINE OF THE SAID 39.1391 ACRE TRACT 1, A DISTANCE OF 987.81 FEET TO A POINT, FOR THE NORTHWEST CORNER OF THE SAID 39.1391 ACRE TRACT 1;

THENCE, N 85° 37' 37" E, WITH THE NORTH LINE OF THE SAID 39.1391 ACRE TRACT 1, AT A DISTANCE OF 28.80 FEET, PASS A FOUND 5/8 INCH IRON ROD WITH CAP, AND AT A DISTANCE OF 65.84 FEET PASS THE SOUTHWEST CORNER OF THAT CERTAIN 6.000 ACRE TRACT, CONVEYED FROM NNP-SEVEN MEADOWS, LP TO NNP-TV MANAGEMENT LLC, AS RECORDED IN FILE NO. 2000-109765, O.R.F.B.C.T.; AND WITH THE SOUTH LINE OF THE SAID 6.0000 ACRE TRACT, AT A DISTANCE OF 558.08 FEET, PASS THE SOUTHEAST CORNER OF THE SAID 6.0000 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF BLOCK 8, SEVEN MEADOWS, SECTION 6, AS RECORDED IN SLIDE 2316 B, PLAT RECORDS, FORT BEND COUNTY, TEXAS, AND WITH THE SOUTH LINE OF SAID BLOCK 8, SEVEN MEADOWS, SECTION 6, AT A DISTANCE OF 1104.23 FEET PASS THE SOUTHEAST CORNER OF SAID BLOCK 8, SEVEN MEADOWS, SECTION 6, SAME BEING THE SOUTHWEST CORNER OF BLOCK 1, SEVEN MEADOWS, SECTION 5, AS RECORDED IN SLIDE NO. 2817 A, PLAT RECORDS, FORT BEND COUNTY, TEXAS, AND WITH THE SOUTH LINE OF SAID BLOCK 1, SEVEN MEADOWS, SECTION 5, A TOTAL DISTANCE OF 2801.67 FEET, TO A FOUND 5/8 INCH IRON ROD, IN THE SAID WEST LINE OF GASTON ROAD, 100 FOOT RIGHT-OF-WAY, AT THIS POINT, FOR THE SOUTHEAST CORNER OF SAID SEVEN MEADOWS, SECTION 6, SAME BEING THE NORTHEAST CORNER OF THE SAID 39.1391 ACRE TRACT 1;

THENCE, WITH THE SAID WEST LINE OF GASTON ROAD, SAME BEING THE EAST LINE OF THE SAID 39.1391 ACRE TRACT 1, THE FOLLOWING (5) FIVE COURSES AND DISTANCES:

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1. S 04° 20' 23" E, A DISTANCE OF 61.28 FEET TO A FOUND 5/8 INCH IRON ROD FOR A POINT OF CURVATURE,
2. A DISTANCE OF 17.71 FEET, ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 02° 01' 44", AND A CHORD WHICH BEARS, S 03° 19' 31" E, A DISTANCE OF 17.70 FEET TO A FOUND 5/8 INCH IRON ROD FOR A POINT OF TANGENCY,
3. S 02° 18' 40" E, A DISTANCE OF 264.76 FEET TO A FOUND 5/8 INCH IRON ROD FOR A POINT OF CURVATURE,
4. A DISTANCE OF 17.71 FEET, ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 02° 01' 44", AND A CHORD WHICH BEARS, S 03° 19' 31" E, A DISTANCE OF 17.70 FEET TO A FOUND 5/8 INCH IRON ROD FOR A POINT OF TANGENCY, AND
5. S 04° 20' 23" E, A DISTANCE OF 388.72 FEET TO THE POINT OF BEGINNING AND CONTAINING 39.1391 ACRES (1,704,898 SQUARE FEET) OF LAND MORE OR LESS.

SAVE AND EXCEPT:

**METES AND BOUNDS DESCRIPTION
OF
1.2875 ACRES
L.A. PATILLO SURVEY
ABSTRACT NO. 307
FORT BEND COUNTY, TEXAS**

A PARCEL OF LAND CONTAINING 1.2875 ACRES (56,084 SQUARE FEET) MORE OR LESS BEING OUT OF THAT CERTAIN 39.1391 ACRE TRACT 1, CONVEYED FROM VISTA PROPERTIES COMPANY TO JERROL W. SPRINGER, TRUSTEE, AS RECORDED IN FILE NO. 97-54484, OFFICIAL RECORDS, FORT BEND COUNTY, TEXAS, (O.R.F.B.C.T.), SAID 1.2875 ACRE TRACT BEING SITUATED IN THE L.A. PATILLO SURVEY, ABSTRACT NO. 307 IN FORT BEND COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A POINT IN THE CENTERLINE OF KATY-GASTON ROAD, DESCRIBED AS 80 FEET IN WIDTH, IN FILE NO. 92-06272, O.R.F.B.C.T., FOR THE NORTHWEST CORNER OF THE SAID 39.1391 ACRE TRACT 1;

THENCE, N 85° 39' 37" E, WITH THE NORTH LINE OF THE SAID 39.1391 ACRE TRACT 1, AT A DISTANCE OF 39.50 FEET, PASS A FOUND 5/8 INCH IRON ROD WITH CAP, AND AT A DISTANCE OF 66.84 FEET, PASS THE SOUTHWEST CORNER OF THAT CERTAIN 6.0000 ACRE TRACT, CONVEYED FROM NNP-SEVEN MEADOWS, LP TO NNP-TV MANAGEMENT LLC, AS RECORDED IN FILE NO. 2000-109785, O.R.F.B.C.T., AND WITH THE SOUTH LINE OF THE SAID 6.0000 ACRE TRACT, A TOTAL DISTANCE OF 478.47 FEET TO A SET 5/8 INCH IRON ROD WITH CAP STAMPED CIVIL-SURV, FROM WHICH, THE SOUTHEAST CORNER OF THE SAID 6.0000 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF BLOCK 8, SEVEN MEADOWS, SECTION 8, AS RECORDED IN SLIDE 2318 B, PLAT RECORDS, FORT BEND COUNTY, TEXAS, BEARS, N 85° 39' 37" E, 80.21 FEET;

THENCE, S 45° 04' 19" W, CROSSING A PORTION OF THE SAID 39.1391 ACRE TRACT 1, A DISTANCE OF 381.83 FEET TO A SET 5/8 INCH IRON ROD WITH CAP STAMPED CIVIL-SURV IN THE SAID CENTERLINE OF KATY-GASTON ROAD, SAME BEING THE WEST LINE OF THE SAID 39.1391 ACRE TRACT 1, FROM WHICH, A FOUND PK NAIL IN ASPHALT, IN THE NORTH LINE OF F.M. 1083, 100 FOOT RIGHT-OF-WAY, SAME BEING IN THE SAID CENTERLINE OF KATY-GASTON ROAD, FOR THE SOUTHWEST CORNER OF THE SAID 39.1391 ACRE TRACT 1, BEARS, S 44° 55' 41" E, 677.61 FEET;

THENCE, N 44° 55' 41" W, WITH THE SAID CENTERLINE OF KATY-GASTON ROAD, SAME BEING THE SAID WEST LINE OF THE 39.1391 ACRE TRACT 1, A DISTANCE OF 310.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.2875 ACRES (56,084 SQUARE FEET) OF LAND MORE OR LESS.



Clifton Seward 06/05/07
CLIFTON SEWARD, R.P.L.S., # 4337

THIS DESCRIPTION IS BASED ON A SURVEY PREPARED BY CIVIL-SURV LAND SURVEYING, L.C. DURING JULY 2005.

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EXHIBIT C

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BEGINNING, AT A POINT IN THE CENTERLINE OF KATY-GASTON ROAD, DESCRIBED AS 60 FEET IN WIDTH, IN FILE NO. 92-08272, O.R.F.B.C.T., FOR THE NORTHWEST CORNER OF THE SAID 39.1391 ACRE TRACT 1;

THENCE, N 85° 39' 37" E, WITH THE NORTH LINE OF THE SAID 39.1391 ACRE TRACT 1, AT A DISTANCE OF 39.50 FEET, PASS A FOUND 5/8 INCH IRON ROD WITH CAP, AND AT A DISTANCE OF 65.84 FEET, PASS THE SOUTHWEST CORNER OF THAT CERTAIN 6.0000 ACRE TRACT, CONVEYED FROM NNP-SEVEN MEADOWS, LP TO NNP-TV MANAGEMENT LLC, AS RECORDED IN FILE NO. 2000-109785, O.R.F.B.C.T., AND WITH THE SOUTH LINE OF THE SAID 6.0000 ACRE TRACT, A TOTAL DISTANCE OF 476.47 FEET TO A SET 5/8 INCH IRON ROD WITH CAP STAMPED CIVIL-SURV, FROM WHICH, THE SOUTHEAST CORNER OF THE SAID 6.0000 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF BLOCK 6, SEVEN MEADOWS, SECTION 6, AS RECORDED IN SLIDE 2318 B, PLAT RECORDS, FORT BEND COUNTY, TEXAS, BEARS, N 85° 39' 37" E, 80.21 FEET;

THENCE, S 45° 04' 19" W, CROSSING A PORTION OF THE SAID 39.1391 ACRE TRACT 1, A DISTANCE OF 361.83 FEET TO A SET 5/8 INCH IRON ROD WITH CAP STAMPED CIVIL-SURV IN THE SAID CENTERLINE OF KATY-GASTON ROAD, SAME BEING THE WEST LINE OF THE SAID 39.1391 ACRE TRACT 1, FROM WHICH, A FOUND PK NAIL IN ASPHALT, IN THE NORTH LINE OF F.M. 1093, 100 FOOT RIGHT-OF-WAY, SAME BEING IN THE SAID CENTERLINE OF KATY-GASTON ROAD, FOR THE SOUTHWEST CORNER OF THE SAID 39.1391 ACRE TRACT 1, BEARS, S 44° 55' 41" E, 677.61 FEET;

THENCE, N 44° 55' 41" W, WITH THE SAID CENTERLINE OF KATY-GASTON ROAD, SAME BEING THE SAID WEST LINE OF THE 39.1391 ACRE TRACT 1, A DISTANCE OF 310.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.2875 ACRES (56,084 SQUARE FEET) OF LAND MORE OR LESS.



Clifton Seward 06/05/07
CLIFTON SEWARD, R.P.L.S., # 4337

THIS DESCRIPTION IS BASED ON A SURVEY PREPARED BY CIVIL-SURV LAND SURVEYING, L.C. DURING JULY 2005.