

**AGREEMENT**

This Agreement (the "Agreement") is made and entered into effective as of the 22 day of May, 2012 by and between The Orchard Lake Estates Homeowners' Association, Inc., a Texas Nonprofit corporation, ("OLE") and Fort Bend County (the "County").

**RECITALS**

Whereas, OLE currently owns certain real property (the "Property") underlying a stone wall (the "Wall") which is located along Highway 1464, which borders Orchard Lake Estates and which is bounded to the North by Orchard Lake Estates Drive and to the South by Oyster Creek;

Whereas, OLE desires to convey the Property and the Wall to Fort Bend County, and Fort Bend County is agreeable to accepting the conveyance Property and Wall in exchange for OLE's agreement to maintain the Property and Wall;

**AGREEMENT**

For good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. **CONVEYANCE**

OLE hereby conveys to Fort Bend County the following real property and improvements:

All of the real property underlying a stone wall approximately 1,700 linear feet in length which borders Orchard Lake Estates and which is located along Highway 1464 bounded to the North by Orchard Lake Estates Drive and to the South by Oyster Creek, together with all improvements including the stone wall.

2. **DEED**

OLE shall execute a deed (the "Deed") in the form attached hereto as Exhibit "A" conveying the Subject Property and improvements.

3. **ACCEPTANCE OF DEED**

Upon execution of the Deed by OLE, the County shall accept the Deed and record same in the Fort Bend County Real Property Records.

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4. **COOPERATION WITH TXDOT FOR IMPROVEMENTS TO WALL**

The County shall permit the Texas Department of Transportation ("TxDOT") to increase the height of the Wall and make such other modifications to the Wall as are required by TxDOT to satisfy all applicable sound barrier requirements.

5. **NO COSTS TO BE INCURRED BY COUNTY FOR DESIGN OR CONSTRUCTION**

The County shall not be required to pay for any costs associated with the design, construction, modification or maintenance of the Property or Wall.

6. **COST OF MAINTENANCE OF SUBJECT PROPERTY AND IMPROVEMENTS**

OLE shall be responsible for all maintenance of Property and Wall.

7. **COUNTY'S RIGHT TO RE-CONVEY SUBJECT PROPERTY AND IMPROVEMENTS**

At the sole discretion of the County, the County may re-convey the Property and Wall back to OLE, and OLE shall accept such conveyance.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as set forth above.

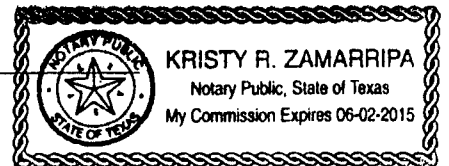
THE ORCHARD LAKE ESTATES HOMEOWNERS' ASSOCIATION, INC.

By: Abbe Ricken  
Abbe Ricken, President

STATE OF TEXAS       §  
                                  §  
COUNTY OF FORT BEND §

This instrument was acknowledged before me on May 17 2012 by Abbe Ricken, President of The Orchard Lake Estates Homeowners' Association, Inc.

Kristy R. Zamarripa  
Notary Public, State of Texas



FORT BEND COUNTY

By: *Robert Hebert*

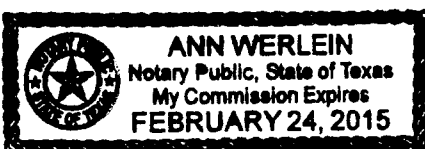
Name: Robert E. Hebert, Fort Bend County Judge

Position:

STATE OF TEXAS §  
  §  
COUNTY OF FORT BEND §

This instrument was acknowledged before me on May 22, 2012 by  
Robert Hebert, the County Judge of Fort Bend  
County, Texas.

*Ann Werlein*  
Notary Public, State of Texas



**DEED**

DATE: \_\_\_\_\_

GRANTOR: The Orchard Lake Estates Homeowners' Association, Inc.

GRANTOR'S MAILING ADDRESS (INCLUDING COUNTY):

c/o MASC Austin Properties, Inc.  
13726 Florence Road  
Sugar Land, Fort Bend County, Texas 77498

GRANTEE: Fort Bend County

GRANTEE'S MAILING ADDRESS (INCLUDING COUNTY):

301 Jackson Street  
Richmond, Fort Bend County, Texas 77469

CONSIDERATION:

TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and the assumption of all obligations associated with the property.

PROPERTY (INCLUDING ANY IMPROVEMENTS):

Legal Description:

All of the real property underlying a stone wall approximately 1,700 linear feet in length which borders Orchard Lake Estates and which is located along Highway 1464 bounded to the North by Orchard Lake Estates Drive and to the South by Oyster Creek, together with all improvements including the stone wall, as further described in Exhibit "1."

RESERVATION FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

All recorded easements, conditions, covenants, restrictions and reservations affecting the use and occupancy of the property above described; and the zoning laws and other restrictions, regulations, ordinances and statutes of municipal or other governmental authorities applicable to and enforceable against the above described premises.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee all right, title and interest

in the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever.

Grantee hereby accepts the conveyance of the Property and assumes all obligations associated therewith.

GRANTOR:

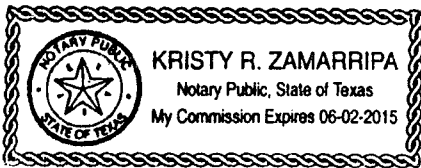
THE ORCHARD LAKE ESTATES HOMEOWNERS' ASSOCIATION, INC.

*Abbe Ricken*

Abbe Ricken, President

STATE OF TEXAS §  
  §  
COUNTY OF FORT BEND §

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*Kristy R. Zamarripa*  
Notary Public, State of Texas

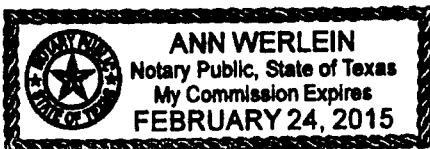
AGREED AND ACCEPTED:  
FORT BEND COUNTY, GRANTEE

*Robert E. Hebert*

Name: Robert E. Hebert, Fort Bend County Judge  
Position: \_\_\_\_\_

STATE OF TEXAS §  
  §  
COUNTY OF FORT BEND §

This instrument was acknowledged before me on May 22, 2012 by Robert Hebert, the County Judge of Fort Bend County, Texas.



*Ann Werlein*  
Notary Public, State of Texas

