

STATE OF TEXAS                   §  
   §  
 COUNTY OF FORT BEND       §

**AMENDMENT TO RECREATIONAL FACILITIES AGREEMENT  
 BETWEEN FORT BEND COUNTY DRAINAGE DISTRICT AND  
 MISSION BEND GREENBELT ASSOCIATION**

**THIS AMENDMENT**, is made and entered into by and between the Fort Bend County Drainage District ("District"), a body corporate and politic under the laws of the State of Texas, and Mission Bend Greenbelt Association ("Association"), a Texas non-profit corporation.

**WHEREAS**, the parties executed and accepted that certain Recreational Facilities Agreement to authorize the Association use of certain property owned by the District ("Subject Tract") for the development of hiking and jogging trail and related facilities ("Recreational Facilities") dated June 27, 1988 (hereinafter "Agreement"), attached hereto as Exhibit A and incorporated by reference herein for all purposes; and

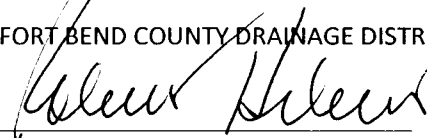
**WHEREAS**, the parties desire to expand the limits of the Subject Tract available to allow the District to further develop its Recreational Facilities.

**NOW, THEREFORE**, the parties do mutually agree to amend Section 2.01 of the Agreement to read as follows:

Section 2.01. Authority to Use Drainage District Channel Right-of-Way. The Drainage District hereby authorizes the Association to use portions of the Subject Tract, as indicated by shaded area in Exhibit B, attached hereto and incorporated by reference herein for all purposes, to provide Recreational Facilities, which purposes shall include but are not limited to, exercising, walking, jogging, bicycling and other recreational activities. The Drainage District shall approve the plans and specifications of Recreational Facilities prior to construction of any Recreational Facilities.

Except as provided herein, all terms and conditions of the Professional Services Agreement shall remain unchanged.

FORT BEND COUNTY DRAINAGE DISTRICT

  
 Robert E. Hebert, County Judge

11-18-14  
 Date

ATTEST:

  
**DIANNE WILSON**  
 County Clerk

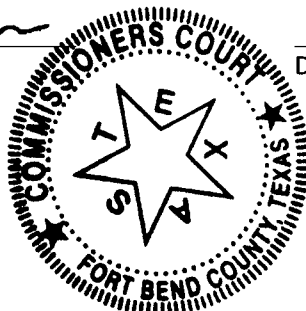
MISSION BEND GREENBELT ASSOCIATION

  
 Authorized Agent- Signature

Gary Gassmann  
 Authorized Agent- Printed Name

President  
 Title

11/4/14  
 Date



3 originals returned to Rose @ Drainage

11/21/14

# EXHIBIT A

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RECREATIONAL FACILITIES AGREEMENT  
BETWEEN FORT BEND COUNTY DRAINAGE  
DISTRICT AND MISSION BEND GREENBELT ASSOCIATION

This Recreational Facilities Agreement (the "Agreement") is made and entered into between MISSION BEND GREENBELT ASSOCIATION (the "Association"), a Texas non-profit corporation, and FORT BEND COUNTY DRAINAGE DISTRICT (the "Drainage District"), a political subdivision of the State of Texas.

RECITALS

CHELFORD CITY MUNICIPAL UTILITY DISTRICT OF HARRIS AND FORT BEND COUNTIES, TEXAS ("Chelford City"); CHELFORD ONE MUNICIPAL UTILITY DISTRICT OF HARRIS COUNTY, TEXAS ("Chelford One"); MISSION BEND MUNICIPAL UTILITY DISTRICT NO. 1 ("Mission Bend 1"); MISSION BEND MUNICIPAL UTILITY DISTRICT NO. 2 ("Mission Bend 2") (collectively, the "Districts") are political subdivisions of the State of Texas, organized pursuant to Article XVI, Section 59 of the Texas Constitution. The Districts were created, organized, and exist for the purpose of furnishing water, sewer, and drainage facilities and services to areas within their respective boundaries and are authorized by Chapter 54, Subchapter I, Texas Water Code to develop and maintain recreational facilities for the people in the Districts.

The Districts are adjacent to one another and have determined to cooperate in developing recreational facilities for their residents. Each of the Districts borders on the improved drainage channel for Brays Bayou and each of the Districts participated in the cost of constructing said improvements. The Districts have determined that the development of a hiking and jogging trail and related facilities (the "Recreational Facilities") adjacent to said drainage channel will benefit the residents of all of the Districts.

The Association is a Texas non-profit corporation, organized to provide for the construction, maintenance, repair, replacement, and operation of community recreational facilities. The Districts have determined that by contracting with the Association, they can more efficiently provide for the development and maintenance of the Recreational

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Facilities, and have entered into an Agreement for Construction and Maintenance of Recreational Facilities (the "Construction Agreement"), which is attached hereto as Exhibit "A".

The Drainage District is the owner of that certain tract of land described in Exhibit "B", attached hereto and made a part hereof for all purposes (the "Subject Tract") and has determined that certain portions of the Subject Tract may be used by the Association for the Recreational Facilities.

The Drainage District and the Association have determined that they are authorized to make, execute, and deliver this Agreement; and that the terms of this Agreement are mutually agreeable, fair, and advantageous.

#### AGREEMENT

For and in consideration of the premises and the mutual covenants and agreements herein contained, the Drainage District and the Association do mutually agree as follows:

#### ARTICLE I

#### DEFINITIONS

Unless the context requires otherwise, the following terms and phrases used in the Agreement shall have meanings as follows:

(a) The term "Association" means and includes the Mission Bend Greenbelt Association and any other entity at any time succeeding to the property and principal rights, powers, functions, duties, and obligations of the Association and, where appropriate, means the Board of Directors of the Association or other governing body of the Association or any other successor to the Association.

(b) The term "Engineers" means Putney, Moffatt and Easley Consulting Engineers, Houston, Texas, or such other engineering firm as may be employed by the Association in accordance with the Construction Agreement to provide engineering services in connection with construction of the Recreational Facilities.

(c) The term "Recreational Facilities" means the pathway and related facilities for hiking, jogging, and other recreational purposes now or hereafter constructed within that portion of the Brays Bayou right-of-way that is located on the Subject Tract in Fort Bend County, Texas and that is adjacent to the Districts, as shown on the map attached to the Construction Agreement.

## ARTICLE II

### AUTHORIZATION TO USE SUBJECT TRACT FOR CERTAIN RECREATIONAL FACILITIES

Section 2.01. Authority to Use Drainage District Channel Right-Of-Way. The Drainage District hereby authorizes the Association to use the Subject Tract to provide Recreational Facilities, which purposes shall include but are not limited to, exercising, walking, jogging, bicycling and other recreational activities. The Drainage District shall approve the plans and specifications of Recreational Facilities prior to construction of any Recreational Facilities.

Section 2.02. Maintenance of Recreational Facilities. The Association shall have the right, at its sole expense, to landscape and maintain the Recreational Facilities for the purposes of enhancing and/or preserving the natural beauty and aesthetic quality of the Subject Tract, and to construct and maintain, at its sole expense, Recreational Facilities thereon, including but not limited to park benches, jogging, walking and bicycle trails, lights and exercise apparatus. Provided, however, that nothing in this Agreement shall be construed to prohibit the Drainage District from participating in the cost of constructing, maintaining and/or landscaping the Recreational Facilities at its sole discretion.

Section 2.03. Maintenance of Drainage Facilities. The Association agrees on behalf of itself, its successors and assigns, that if the Drainage District, its successors and assigns, shall at any time in its sole discretion determine that it is necessary to do so for the purpose of maintaining

the drainage facilities within the Subject Tract, it shall be privileged to remove or alter any of the Recreational Facilities constructed by the Association without any liability for damage to or the removal of such structures. The Association for itself and its successors, assigns and grantees, hereby releases the Drainage District, its successors and assigns, from any and all liability for damage caused to any Recreational Facilities constructed in the Subject Tract.

Section 2.04. Indemnification; Insurance. The Association hereby binds itself and to the extent legally permissible, its successors and assigns and grantees, to indemnify and hold the Drainage District, its successors and assigns, harmless from all claims for injury to or death of any person or for damage to property arising out of or in any way connected with the use of said Recreational Facilities, or which injuries, death or damage may occur or result from activities within the Recreational Area, except where such injuries, death or damages are caused solely by the negligence of the Drainage District, its agents, employees, successors or assigns. In this connection, the Association agrees to obtain and maintain, at its own cost and expense, insurance upon and relating to the Recreational Facilities against personal injury and death, casualties and contingencies as are normally and usually covered by extended coverage policies in effect in Fort Bend County, Texas, and such other risks and in such amounts and with such insurers of recognized responsibility as are mutually acceptable to the parties. The Association agrees that (a) said insurance policy shall not be cancelled, endorsed, altered or reissued by the Association to effect a change in coverage for any reason and to any extent whatsoever without the prior written approval of the Drainage District; and (b) the Association shall be obligated to make premium payments to prevent any cancellation, endorsement, alteration or reissuance. The Drainage District shall be furnished with the original of the initial policy and the original of each renewal policy, not less than thirty (30) days prior to the expiration of the initial or each preceding renewal policy, together with receipts or other evidence that the premiums thereon have been paid.

ARTICLE IIIGENERAL AND MISCELLANEOUS PROVISIONS

Section 3.01. Modification. This Agreement shall be subject to change or modification only with the mutual written consent of the parties hereto.

Section 3.02. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

Section 3.03. Addresses and Notices. Any notice, communication or request (collectively, "notice") herein provided or permitted to be given, made or accepted by any party to the other must be in writing and may be given by depositing the same in the United States Mail, postpaid and registered or certified and 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 in the manner hereinabove described 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. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties shall be as shown below; provided, however, that the parties shall have the right to change their addresses and each shall have the right to specify as its address any other address in Texas upon ten (10) days' written notice to the other parties.

If to the Association, to:

Mission Bend Greenbelt Association  
2800 First City Tower  
1001 Fannin Street  
Houston, Texas 77002-6760  
Attn: Allison Dickson

If to the Drainage District, to:

Fort Bend County Drainage District  
3417 Avenue F  
P. O. Box 1028  
Rosenberg, Texas 77471  
Attn: Mr. Daniel E. Gerken, P.E.

Section 3.04: Assignability. This Agreement shall bind and benefit the parties hereto and their legal successors, but shall not otherwise be assignable, in whole or in part, by any party without first obtaining the written consent of the other parties hereto.

Section 3.05. Remedies. It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default, but all remedies existing at law or in equity may be awarded to any party hereto and shall be cumulative.

Section 3.06. Captions: The captions appearing at the first of each numbered section or paragraph in this Agreement are inserted and included solely for convenience of reference and shall never be considered or given any effect in construing this Agreement.

Section 3.07. Parties at Interest. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any other party.

Section 3.08. Rules and Regulations. This Agreement shall be subject to all present and future valid laws, orders, rules, and regulations of the United States of America, the State of Texas, and of any regulatory body having jurisdiction.



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Section 3.09. No Additional Waiver Implied. No waiver of any breach or default (or any breaches or defaults) by any party hereto of any term, covenant, condition, or liability hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

Section 3.10. Entire Agreement. This Agreement, together with Exhibits "A" and "B" hereto, constitutes the entire agreement between the parties relative to the subject matter hereof.

Witness our execution of this Agreement, in several copies, each of equal dignity, as of the 27 day of June, 1988.

MISSION BEND GREENBELT  
ASSOCIATION

By:

Christine M. Lubin  
President, Board of Directors

ATTEST:

Patricia Bero  
Secretary, Board of Directors

(SEAL)

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AS PER ORIGINAL

FORT BEND COUNTY DRAINAGE  
DISTRICT

*Rianne Hilson*  
County Clerk

By: *Jodie Stavinska*  
County Judge



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\CHE125\AGMT.FBD  
062288

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## EXHIBIT "A"

AGREEMENT FOR CONSTRUCTION  
AND MAINTENANCE OF RECREATIONAL FACILITIES

This Agreement (the "Agreement") is made and entered into by and among the following: CHELFORD CITY MUNICIPAL UTILITY DISTRICT OF HARRIS AND FORT BEND COUNTIES, TEXAS ("Chelford City"); CHELFORD ONE MUNICIPAL UTILITY DISTRICT OF HARRIS COUNTY, TEXAS ("Chelford One"); MISSION BEND MUNICIPAL UTILITY DISTRICT NO. 1 ("Mission Bend 1"); MISSION BEND MUNICIPAL UTILITY DISTRICT NO. 2 ("Mission Bend 2") (collectively, the "Districts" or individually, the "District"); and MISSION BEND GREENBELT ASSOCIATION (the "Association").

RECITALS

The Districts are political subdivisions of the State of Texas, organized pursuant to Article XVI, Section 59 of the Texas Constitution. The Districts were created, organized, and exist for the purpose of furnishing water, sewer, and drainage facilities and services to areas within their respective boundaries and are authorized by Chapter 54, Subchapter I, Texas Water Code to develop and maintain recreational facilities for the people in the Districts.

The Districts are adjacent to one another and desire to cooperate in developing recreational facilities for their residents. Each of the Districts borders on the improved drainage channel for Brays Bayou and each of the Districts participated in the cost of constructing said improvements. The Districts have determined that the development of a hiking and jogging trail and related facilities (the "Recreational Facilities") adjacent to said drainage channel will benefit the residents of all of the Districts, and the Districts have obtained the consent of Harris County Flood Control District to use the drainage channel right-of-way for such purpose.

The Association is a Texas non-profit corporation, organized to provide for the construction, maintenance, repair, replacement, and operation of community recreational facilities. The Districts have determined that by contracting with the Association, they can more efficiently provide for the development and maintenance of the Recreational Facilities.

The Districts and the Association have determined that they are authorized to make, execute, and deliver this Agreement; and that the terms of this Agreement are mutually agreeable, fair, and advantageous.

#### AGREEMENT

For and in consideration of the premises and the mutual covenants and agreements herein contained, the Districts and the Association do mutually agree as follows:

#### ARTICLE I

#### DEFINITIONS

Unless the context requires otherwise, the following terms and phrases used in the Agreement shall have meanings as follows:

(a) The term "Association" means and includes the Mission Bend Greenbelt Association and any other entity at any time succeeding to the property and principal rights, powers, functions, duties, and obligations of the Association and, where appropriate, means the Board of Directors of the Association or other governing body of the Association or any other successor to the Association.

(b) The term "Engineers" means Putney, Moffatt and Easley Consulting Engineers, Houston, Texas, or such other engineering firm as may be agreed upon subsequently by a majority of the Districts to provide engineering services in connection with construction of the Recreational Facilities.

(c) The term "Recreational Facilities" means the asphalt pathway and related facilities for hiking, jogging, and other recreational purposes now or hereafter constructed within the Brays Bayou right-of-way adjacent to the Districts, as shown on the map attached hereto as Exhibit "A" and incorporated herein for all purposes.

(d) The term "pro rata," when applied to the Districts, shall mean equal, one-fourth shares.

ARTICLE IICONSTRUCTION OF RECREATIONAL FACILITIES

Section 2.01. Phase 1 Construction. Construction of the Recreational Facilities is planned in four phases and the Phase 1 plans have been approved by Harris County Flood Control District and Harris County Engineering Department. Harris County Precinct No. 3 has agreed to provide the labor and equipment for the construction of Phase 1 if the Districts provide the materials. The engineers have obtained bids from suppliers for the Phase 1 materials and have estimated the cost of the Phase 1 materials to be \$14,100.00. Each District hereby agrees to advance one-fourth of said sum to the Association, and the Association agrees to purchase the materials for Phase 1 and to coordinate the construction thereof with Harris County Flood Control District. In the event that the costs of the materials for Phase 1 exceed \$14,100.00, each District will pay its pro rata share of such additional costs upon request by the Association. In the event that said costs are less than \$14,100.00, the Association shall apply the remaining funds toward the construction of Phase 2 of the Recreational Facilities.

Section 2.02. Future Construction. It is anticipated that Phase 2 of the Recreational Facilities will be constructed in the last half of 1987 and that Phase 3 and Phase 4 will be constructed in 1988 and 1989, respectively. The Association will be responsible for obtaining the approval and cooperation of Harris County Precinct No. 3 for the construction of future phases of the Recreational Facilities and for obtaining the approval and cooperation of Fort Bend County where necessary. At such time as approval is obtained for the construction of a subsequent phase of the Recreational Facilities, the Association will request the Engineers to prepare an estimate of the cost of said construction, taking into account any labor or materials that may be donated and all surplus funds remaining from prior phases, and a copy of said estimate shall be provided to the Board of Directors of each District. Upon approval of the cost estimate by all Districts, the Association shall so notify each District and each District shall pay its pro rata share of said estimated cost to the Association. Upon receipt of all such funds, the Association shall proceed with construction, and in no event shall construction begin until each District has paid its pro rata share of such cost. In the event that the actual cost of any phase of the

Recreational Facilities exceeds the approved estimate, each District will pay its pro rata share of such additional costs upon written request by the Association. Upon completion of all phases of Recreational Facilities, the Association shall return any surplus construction funds pro rata to the Districts.

### ARTICLE III

#### MAINTENANCE OF RECREATIONAL FACILITIES

Section 3.01. Duties of Association. The Association hereby agrees to maintain the Recreational Facilities in good and serviceable condition during the term of this Agreement, including repairing or replacing any portions of the hiking and jogging trail and periodic mowing of the areas adjacent thereto.

Section 3.02. Budget. The Association shall prepare a maintenance budget each year beginning October 1, 1987, and for each year thereafter while this Agreement is in effect. Said budget shall be presented to the Districts annually for review. Upon approval of the budget by all Districts, the Association shall so notify each District and upon receipt of such notice, each District shall pay its pro rata share of the annual maintenance budget on a quarterly basis to the Association. The parties recognize that the Association has no source of funds with which to maintain the Recreational Facilities other than the annual payments by each District based upon approved maintenance budgets and, consequently, the Association's obligation to maintain the Recreational Facilities is conditioned upon receipt of said payments. If any party fails to pay any amount due and payable by it, such amount shall automatically be carried over to the next year.

Section 3.03. Accounting. The Association shall maintain proper records and accounts of all funds received from the Districts and of all expenditures for the construction and/or maintenance of the Recreational Facilities. The Association shall provide each District with an annual report accounting for all such receipts and expenditures during the prior year. The first such report shall be provided no later than March 1, 1988, and subsequent reports shall be made no later than March 1 in each year thereafter.

ARTICLE IVGENERAL AND MISCELLANEOUS PROVISIONS

Section 4.01. Modification. This Agreement shall be subject to change or modification only with the mutual written consent of the parties hereto. However, if at any time one or more parties is annexed by the City of Houston, the unannexed parties may elect to modify this Agreement by mutual consent.

Section 4.02. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

Section 4.03. Addresses and Notices. Any notice, communication or request (collectively, "notice") herein provided or permitted to be given, made or accepted by any party to the other must be in writing and may be given by depositing the same in the United States Mail, postpaid and registered or certified and 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 in the manner hereinabove described 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. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties shall be as shown below; provided, however, that the parties shall have the right to change their addresses and each shall have the right to specify as its address any other address in Texas upon ten (10) days' written notice to the other parties.

If to Mission Bend 2, to:

2800 First City Tower  
1001 Fannin Street  
Houston, Texas 77002-6760  
Attn: James A. Boone

If to Mission Bend 1, to:

2800 First City Tower  
1001 Fannin Street  
Houston, Texas 77002-6760  
Attn: Frank E. McCreary III

If to Chelford One, to:

2800 First City Tower  
1001 Fannin Street  
Houston, Texas 77002-6760  
Attn: Holly A. Hubenak

If to Chelford City, to:

3500 InterFirst Plaza  
1100 Louisiana Street  
Houston, Texas 77002  
Attn: W. Dickinson Yale, Jr.

Section 4.04: Assignability. This Agreement shall bind and benefit the parties hereto and their legal successors, but shall not otherwise be assignable, in whole or in part, by any party without first obtaining the written consent of the other parties hereto.

Section 4.05. Remedies. It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default, but all remedies existing at law or in equity may be awarded to any party hereto and shall be cumulative.

Section 4.06. Captions: The captions appearing at the first of each numbered section or paragraph in this Agreement are inserted and included solely for convenience of reference and shall never be considered or given any effect in construing this Agreement.

Section 4.07. Parties at Interest. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any other party.

Section 4.08. Rules and Regulations. This Agreement shall be subject to all present and future valid laws, orders, rules, and regulations of the United States of



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America, the State of Texas, and of any regulatory body having jurisdiction.

Section 4.09. Term. This Agreement shall continue in force and effect for a period of five (5) years, and shall be automatically renewed on an annual basis for a period of thirty-five (35) years until terminated as provided by this Agreement.

Section 4.10. No Additional Waiver Implied. No waiver of any breach or default (or any breaches or defaults) by any party hereto of any term, covenant, condition, or liability hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

Section 4.12. Entire Agreement. This Agreement, together with Exhibit "A" hereto, constitutes the entire agreement between the parties relative to the subject matter hereof.

Witness our execution of this Agreement in several copies, each of equal dignity, as of the 1st day of January, 1987.

MISSION BEND MUNICIPAL  
UTILITY DISTRICT NO. 2

By: Donald E. Anderson  
President, Board of Directors

ATTEST:

Diana Littlefield  
Secretary, Board of Directors

(SEAL)

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MISSION BEND MUNICIPAL  
UTILITY DISTRICT NO. 1

By: *Kenneth Palmer*  
President, Board of Directors

ATTEST:

*Stephen E. Brown*  
Secretary, Board of Directors

(SEAL)

CHELFORD CITY MUNICIPAL UTILITY  
DISTRICT OF HARRIS AND FORT BEND  
COUNTIES, TEXAS

By: *Robert M. Brown*  
President, Board of Directors

ATTEST:

*Larry H. Brown*  
Secretary, Board of Directors

(SEAL)

02044

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CHELFORD ONE MUNICIPAL UTILITY  
DISTRICT OF HARRIS COUNTY, TEXAS

By: *James R. McLean*  
President, Board of Directors

ATTEST:

*Ray Champagne*  
Secretary, Board of Directors

(SEAL)

MISSION BEND GREENBELT ASSOCIATION

By: *Christine M. Lukin*  
President, Board of Directors

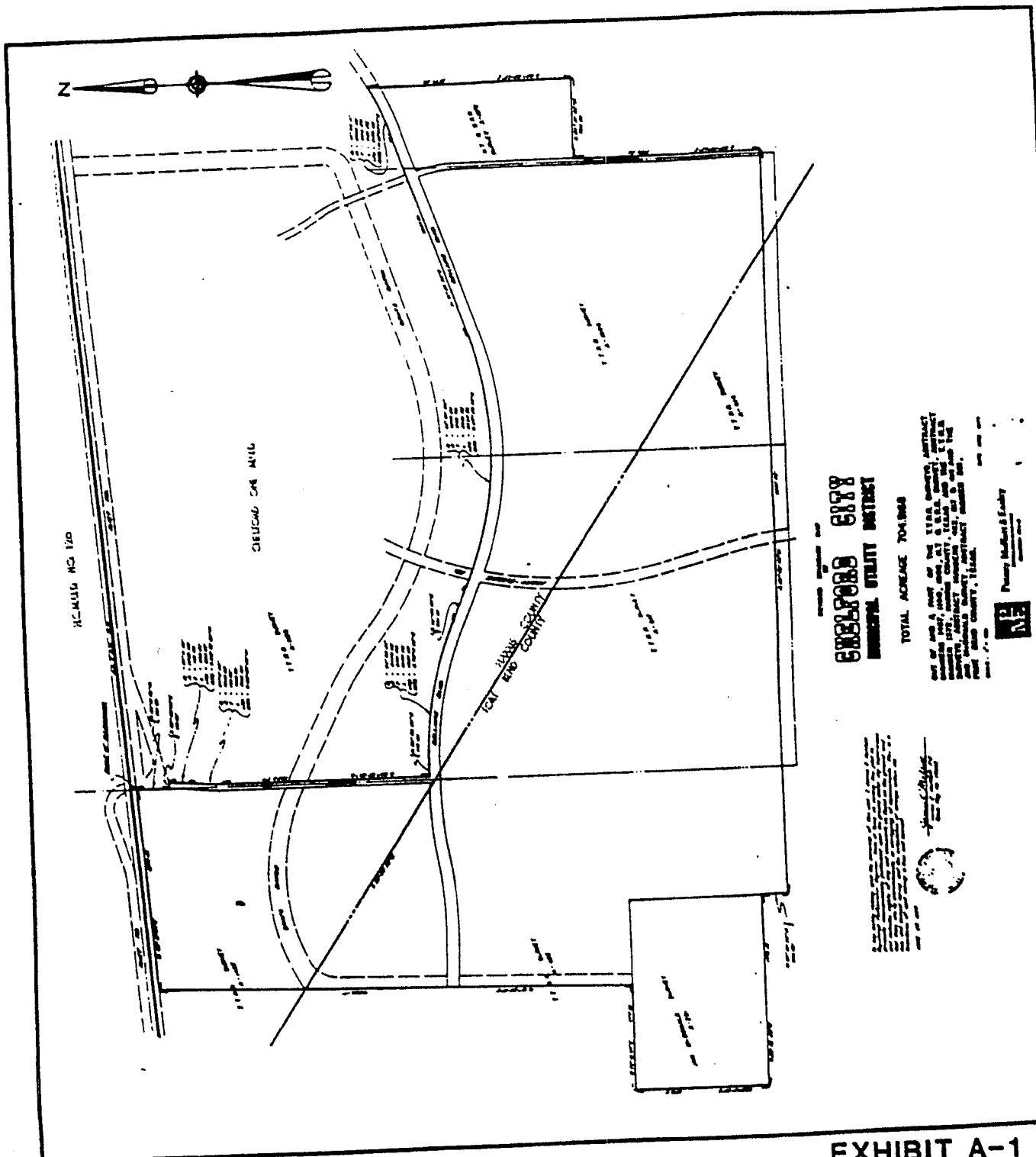
ATTEST:

*T. L. Lukin*  
Secretary, Board of Directors

(SEAL)

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1/13/87

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**EXHIBIT A-1**

## COMPARED EXHIBIT B

5/27

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WARRANTY DEED

DEED

719 MAY 1966

THE STATE OF TEXAS  
COUNTY OF FORT BEND

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS: THAT

HOUSTON FIRST SAVINGS ASSOCIATION, a Texas savings and loan association, of Harris County, Texas, (herein called Grantor) acting herein by and through its duly authorized officers, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash and other good and valuable considerations to Grantor in hand paid by the FORT BEND COUNTY DRAINAGE DISTRICT, a body Politic and Corporate, (herein called Grantee), the receipt and sufficiency of which are hereby acknowledged and confessed, has, subject to the conditional limitations hereinafter set forth, GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto said Grantee, so long, and only so long as none of the property herein conveyed shall be used for any purposes whatsoever except drainage and flood control purposes and, so long, and only so long as none of the fee title to the property herein conveyed shall be owned by any person, party or entity whatsoever, other than a body corporate and politic of the State of Texas or the United States, all of the following described real property located in Fort Bend County, Texas, to-wit:

Two (2) tracts of land, being described as TRACT I containing 7.5818 acres of land out of and a part of the T.T.R.R. Survey, Abstract numbers 414 and 617, in Fort Bend County, Texas, and TRACT II containing 2.5777 acres of land out of and a part of the T.T.R.R. Survey, Abstract number 617, in Fort Bend County, Texas, said tracts being more fully described by metes and bounds in Exhibit A attached hereto and made a part hereof for all purposes.

PROVIDED, HOWEVER, this conveyance is made and accepted upon the following express conditional limitations, to-wit:

1. that in the event any of the property herein conveyed shall be used for any purpose except drainage and flood control purposes, or
2. in the event any of the fee title to the property herein conveyed shall be owned by any person, party or entity whatsoever, other than a body corporate and politic of the State of Texas or the United States,

the fee herein conveyed shall immediately terminate, determine and be defeated and the property herein described and conveyed shall immediately

DEED

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and absolutely revert to Grantor, its successors or assigns; and it is expressly agreed that said fee shall be defeated and said property shall revert even in the event that neither Grantor nor any of its successors or assigns now or hereafter owns any property adjacent to the above described property.

This conveyance is made and accepted subject to all restrictions, ordinances, covenants, reservations, conditions, easements, maintenance charges and the liens securing said charges and all outstanding mineral and royalty interests, if any, affecting the premises conveyed herein and to all other matters of record affecting the herein described property, to the extent, but only to the extent, that they are now in force and effect; and to all laws, ordinances, regulations, administrative pronouncements and orders, if any, of any court or governmental agency or body of the United States of America or the State of Texas or any political subdivision of either affecting the premises herein conveyed.

TO HAVE AND TO HOLD the above described premises unto said Grantee, its successors and assigns so long, and only so long as none of the property herein conveyed shall be used for any purposes except drainage and flood control purposes and, so long, and only so long as none of the fee title to the property herein conveyed shall be owned by any person, party or entity whatsoever, other than a body corporate and politic of the State of Texas or the United States; and in the event any of the property herein conveyed shall be used for any purpose except drainage and flood control purposes or in the event any of the fee title to the property herein conveyed shall be owned by any person, party or entity whatsoever, other than a body corporate and politic of the State of Texas or the United States, then and thereupon the fee herein conveyed shall immediately terminate, determine and be defeated and this conveyance shall immediately be null and void and the said land and premises shall immediately and absolutely revert (without any necessity for suit or reentry or any other act) to Grantor herein, its successors or assigns; and no act or omission on the part of Grantor, or any of its successors or assigns shall be a waiver of the operation or enforcement of such

DEED

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condition, and said fee shall terminate, determine and be defeated and said property shall revert even in the event neither Grantor, nor any of its successors or assigns now or hereafter owns any property adjacent to the above described property, and Grantor does hereby bind itself and its successors, subject, however, to the matters set forth in this deed, to WARRANT and FOREVER DEFEND, all and singular, the said premises unto said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

As valorem taxes for the current year have been prorated as of the date hereof and Grantee assumes and agrees to pay the same.

EXECUTED this 4th day of April, 1977.

HOUSTON FIRST SAVINGS ASSOCIATION

Martha E. Burns  
Assistant Secretary

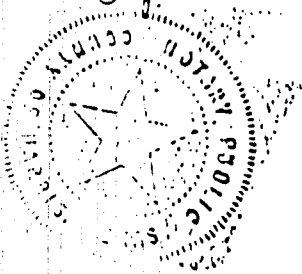
By: Frank Elorriaga  
FRANK ELORRIAGA, Vice President

THE STATE OF TEXAS  
COUNTY OF HARRIS

§  
§  
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BEFORE ME, the undersigned authority, on this day personally appeared FRANK ELORRIAGA, Vice President of HOUSTON FIRST SAVINGS ASSOCIATION, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4th day of April, 1977.



Mary Ellen Ambrose  
Notary Public in and for  
Harris County, TEXAS

MARY ELLEN AMBROSE  
HARRIS COUNTY, TEXAS  
MY COMMISSION EXPIRES  
JULY, 1977

DEED

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TRACT I:

A tract of land containing 7.5818 acres of land out of and a part of the T.T.R.R. Survey, Abstract numbers 414 and 617, in Fort Bend County, Texas, and being more fully described by metes and bounds as follows:

BEGINNING at the northeast corner of the herein described 7.5818 acre tract of land, said corner lying on the Fort Bend County-Harris County Line, said corner also being South 89° 56' 56" West, 157.09 feet from the southwest corner of Mission Bend, Cabildo Square, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 247, Page 43, of the Map Records of Harris County, Texas;

THENCE South 56° 23' 35" East along the said county line, 216.51 feet to the southeast corner of the herein described 7.5818 acre tract of land;

THENCE South 89° 56' 56" West, 2,835.26 feet to the southwest corner of the herein described 7.5818 acre tract of land, said corner lying on the east right-of-way line of 100 foot wide Addicks-Clodine Road as described in instrument recorded in Volume 669, Page 155, of the Deed Records of Fort Bend County, Texas, said Addicks-Clodine Road being on a curve;

THENCE following a curve to the left along the east right-of-way line of said Addicks-Clodine Road, 120.91 feet to the northwest corner of the herein described 7.5818 acre tract of land, said curve having a central angle of 01° 50' 51" and a radius of 3,750 feet, said curve also having a long chord of 120.91 feet and bearing North 07° 04' 00" West;

THENCE North 89° 56' 56" East, 2,669.81 feet to the POINT OF BEGINNING and containing 7.5818 acres of land; and

TRACT II:

A tract of land containing 2.5777 acres of land out of and a part of the T.T.R.R. Survey, Abstract number 617, in Fort Bend County, Texas, and being more fully described by metes and bounds as follows:

BEGINNING at the northeast corner of the herein described 2.5777 acre tract of land, said corner being South 89° 56' 56" West, 2,927.99 feet from the southwest corner of Mission Bend, Cabildo Square, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 247, Page 43, of the Map Records of Harris County, Texas, said northeast corner also being in the west right-of-way line of 100 foot wide Addicks-Clodine Road as described in instrument recorded in Volume 669, Page 155, of the Deed Records of Fort Bend, County, Texas, said Addicks-Clodine Road being on a curve;

THENCE following a curve to the right along the west right-of-way line of said Addicks-Clodine Road, 120.96 feet to the southeast corner of the herein described 2.5777 acre tract, said curve having a central angle of 01° 53' 56" and a radius of 3,650 feet, said curve also having a long chord of 120.96 feet and a bearing of South 07° 15' 35" East;

THENCE South 89° 56' 56" West, 817.02 feet to a point;

THENCE North 81° 24' 38" West, 139.58 feet to the southwest corner of the herein described 2.5777 acre tract of land;

THENCE North 00° 03' 04" West, 99.03 feet to the northwest corner of the herein described 2.5777 acre tract of land;

THENCE North 89° 56' 56" East, 939.84 feet to the POINT OF BEGINNING and containing 2.5777 acres of land;

INITIAL  
[Signature]



AS PER ORIGINAL

02050

0035

DEED

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SAVE AND EXCEPT, and there is hereby expressly excepted and reserved unto Grantor, its successors and assigns, easements and rights-of-way to construct, install, inspect, maintain, support, repair, operate, replace, add-to, change the size of, remove and abandon (a) bridges, roads, paths, and walkways, for use by vehicles, on horseback, on foot or otherwise to cross and recross the herein described property, over, on, along, through and upon the above described property, and (b) utilities, such utilities to include without limitation gas pipelines, telephone lines and wires, electric power lines and wires, sanitary sewer lines, water lines, and storm sewer lines, together with such structures, installations, equipment and appurtenances, above or below ground level, as shall be reasonably necessary, over, on, along, through and upon the above described property.

FILED FOR RECORD

AT 1145 O'CLOCK A M.

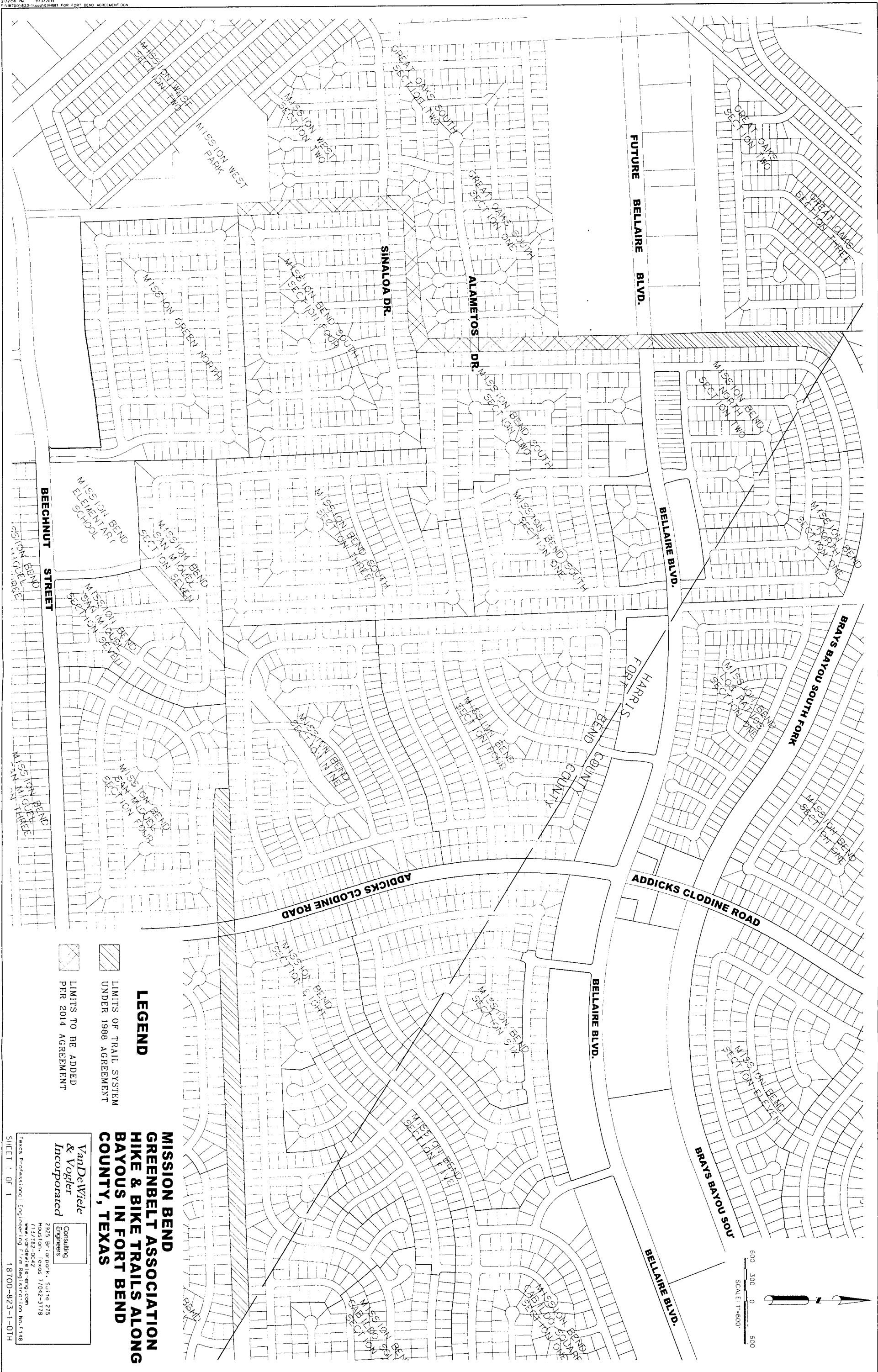
APR 11 1977

EXHIBIT A

*Pearl Ellett*  
County Clerk, Fort Bend Co., Tex.

Duly recorded this the 12 day of April A.D. 1977 at 4:30 O'Clock P.M.By *Olivia L. Cortez* DeputyPearl Ellett, County Clerk  
Fort Bend County, Texas

# EXHIBIT B



**LEGEND**

- LIMITS OF TRAIL SYSTEM UNDER 1988 AGREEMENT
- LIMITS TO BE ADDED PER 2014 AGREEMENT

**MISSION BEND  
GREENBELT ASSOCIATION  
HIKE & BIKE TRAILS ALONG  
BAYOUS IN FORT BEND  
COUNTY, TEXAS**

**VanDeWiele  
& Vogler  
Incorporated**

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