

County # FORT BEND
District Houston
ROW CSJ # 0543-02-060
CCSJ # 0543-02-055
Federal Project # _____
Federal Highway Administration
CFDA # 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT FOR RIGHT OF WAY PROCUREMENT

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State", and Fort Bend County, Texas, acting through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, Texas Transportation Code §§ 201.103 and 222.052 establish that the State shall design, construct, and operate a system of highways in cooperation with local governments; and

WHEREAS, Texas Transportation Code § 201.209 authorizes the State and a Local Government to enter into agreements in accordance with Texas Government Code, Chapter 791; and

WHEREAS, the State has deemed it necessary to make certain highway improvements on Highway No. FM 359 from US 90A and UPRR _____ to _____, and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities, called the "Project"; and

WHEREAS, 43 Texas Administrative Code §15.55 defines the Local Government's cost participation in acquiring the right of way and relocating or adjusting eligible utilities for the proper improvement of the State Highway System; and

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated April 7, 2015, which is attached to and made a part of this agreement as Attachment A. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

NOW THEREFORE, the State and the Local Government do agree as follows:

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AGREEMENT

1. Agreement Period

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. Termination

This agreement shall remain in effect until the project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
- C. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

3. General

- A. The Local Government agrees to proceed with acquisition of right of way and the State agrees to reimburse the Local Government for its share of the cost of the right of way, providing the acquisition and reimbursement are accomplished according to the provisions outlined in this agreement.
- B. The State and the Local Government agree that acquisition of this right of way shall be in accordance with the *Texas Department of Transportation Right of Way Manual* and all applicable federal and state laws governing the acquisition of real property.
- C. It is understood that the terms of this agreement shall apply to new right of way, authorized and requested by the State, which is needed and not yet dedicated, in use, or previously acquired in the name of the State or Local Government for highway, street, or road purposes. This agreement shall also apply, with regard to any existing right of way, to outstanding property interests not previously acquired and to eligible utility adjustments not previously made, as authorized and requested by the State.
- D. It is further understood that if unusual circumstances develop in the right of way acquisition and they are not clearly covered by the terms of this agreement, those unusual circumstances or problems will be resolved by mutual agreement between the State and the Local Government.

4. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in Attachment C, Project Budget Estimate, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Governments, or other parties are shown in Attachment C. The State will pay for only those project costs that have been approved by the Texas Transportation Commission. If Federal funding is

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included, the State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

- B. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C. The Project cost estimate in Attachment C shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property and (2) costs of utility work.
- D. The State will be responsible for securing the Federal and State share of the funding required for the development of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-state participation costs associated with the Project, including any overruns in excess of the approved local project budget unless otherwise provided for in this agreement or approved otherwise in an amendment to this agreement.
- F. In the event any existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than State or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the State, then the Local Government will pay one hundred percent (100%) of all those increased costs, even if the applicable county qualifies as an Economically Disadvantaged County (EDC). The amount of the increased costs associated with the existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive will be determined by the State at its sole discretion.
- G. If the Local government is an EDC and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

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- H. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- I. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

5. Location Surveys and Preparation of Right of Way Data

The State, without cost to the Local Government, will perform the necessary preliminary engineering and title investigation in order to supply to the Local Government the data and instruments necessary to obtain acceptable title to the desired right of way.

6. Determination of Right of Way Values

The Local Government agrees to make a determination of property values for each right of way parcel by methods acceptable to the State and to submit to the State a tabulation of those values, signed by the appropriate Local Government representative. The tabulation shall list the parcel numbers, ownership, acreage, and recommended compensation. Compensation shall be shown in the component parts of land taken, itemization of improvements taken, damages (if any), and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in arriving at all determined values. This work will be performed by the Local Government at its expense without cost participation by the State. The State will review the data submitted and may base its reimbursement on the values that are determined by this review. The State, however, reserves the right to perform at its own expense any additional investigation, including supplemental appraisal work by State employees or by employment of fee appraisers, deemed necessary for determination of values to constitute the basis for State reimbursement. The parties may waive the requirement that the Local Government submit to the State property value determinations for any part of the required right of way by a writing signed by both parties. In instances of a waiver, the State, in its discretion, will make a determination of values to constitute the basis for State reimbursement.

7. Negotiations

The State will notify the Local Government as soon as possible as to the State's determination of value. Negotiation and settlement with the property owner will be the responsibility of the Local Government without participation by the State; however, the Local Government will notify the State immediately prior to closing the transaction so that a current title investigation may be made to determine if there has been any change in the title. The Local Government will deliver properly executed instruments of conveyance that,

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together with any curative instruments found to be necessary as a result of the State's title investigation, will properly vest good and indefeasible title in the State for each right of way parcel involved. The Local Government will also deliver to the State an owner's policy of title insurance for each parcel, except as otherwise specifically approved by the State. Upon payment to the property owner of the agreed purchase price, the Local Government is authorized and directed to secure for the State possession of each parcel in accordance with all applicable Federal and State laws governing relocation assistance, notices to vacate, and forcible detainer. The costs incidental to negotiation, recording the right of way instruments, and securing possession of the parcels will be the responsibility of the Local Government. The cost of title insurance, closing services, and all costs of relocation assistance as authorized by applicable Federal and State laws will be the responsibility of the State.

8. Administrative Settlements

After the offer has been delivered to the property owner, and prior to the Special Commissioners' Hearing, the property owner may deliver one written counteroffer ("Administrative Settlement Proposal") to the Local Government. The Local Government will evaluate the Administrative Settlement Proposal and make a recommendation of approval or disapproval to the State. The State will consider the Administrative Settlement Proposal and the Local Government's recommendation and make a final determination of approval or disapproval in accordance with current State procedures. The State's approval of the Administrative Settlement Proposal is only for purposes of closing the purchase of the property prior to the Special Commissioners' Hearing. If a closing of the purchase does not occur prior to the hearing, the State's approval is automatically, without further action, withdrawn, and the State will participate only in the original approved value. In the event the State does not approve the Administrative Settlement Proposal, and the Local Government elects to purchase the property at a value greater than the original approved value, the State's participation in the purchase price will apply only to the original approved value, and the Local Government will pay one hundred percent (100%) of the costs that exceed the original approved value, even if the applicable county qualifies as an EDC.

9. Condemnation

Condemnation proceedings will be initiated at a time selected by the Local Government and will be the Local Government's responsibility at its own expense except as follows. The Local Government will obtain from the State without cost current title information and engineering data at the time condemnation is to be initiated. Except as set forth elsewhere in this agreement, the Local Government will concurrently file condemnation proceedings and a notice of lis pendens for each case in the name of the State, and in each case the judgment of the court will decree title and possession to the property condemned to the State. The Local Government may, as set forth in Article 11 (Excess Takings) and where it is determined to be necessary, enter condemnation proceedings in its own name. Property acquired in the Local Government's name for the State must comply with requirements set

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forth in the engineering data and title investigation previously furnished to the Local Government by the State when the Local Government conveys the property to the State.

- 10. Court Costs, Costs of Special Commissioners' Hearings and Appraisal Expense**
Court costs and costs of Special Commissioners' Hearings assessed against the State or Local Government in condemnation proceedings conducted on behalf of the State and fees incident to those hearings will be paid by the Local Government. Those costs and fees, with the exception of recording fees, will be eligible for ninety percent (90%), or the applicable EDC-adjusted percent, State reimbursement under the established reimbursement procedure, provided that they are eligible for payment by the State under existing law. Where the Local Government uses the State's appraisers employed on a fee basis in Special Commissioners' Hearings or subsequent appeals, the cost of the appraiser for updating the report, preparing new reports, preparing for court testimony, and appearing in court to testify in support of the appraisal will be paid direct by the Local Government, but will be eligible for ninety percent (90%), or the applicable EDC-adjusted percent, State reimbursement under established procedure provided prior approval for the appraiser has been obtained from the State. The fee paid to the appraiser by the Local Government shall be in accordance with the fee schedule set forth in the appraiser's contract for appraisal services with the State.

11. Excess Takings

In the event the Local Government desires to acquire land in excess of that requested by the State for right of way purposes, the State's cost participation will be limited to the property needed for its purposes. If the Local Government elects to acquire the entire property, including the excess taking, by a single instrument of conveyance or in one eminent domain proceeding, the property involved will be acquired in the name of the Local Government and that portion requested by the State for right of way will be separately conveyed to the State by the Local Government. When the property is acquired by negotiation, the State's participation will be based on the State's approved value of that part of the property requested for right of way purposes, provided that the approved value does not exceed the actual payment made by the Local Government. When the property is acquired by condemnation, the State's participation will be in the proportionate part of the final judgment amount computed on the basis of the relationship of the State's approved value to the State's predetermined value for the whole property.

12. Improvements

- A.** Property owners will be afforded an opportunity in the negotiations to retain any or all of their improvements in the right of way taking. In anticipation of the owner's desiring to retain improvements, the State's approved value will include the amounts by which the upper limit of State participation will be reduced for the retention. It is further agreed that the upper limit for the State's participation in the Local Government's cost for an improved parcel will be reduced as shown in the State's approved value where the owner retains an improvement that is to be moved by either the Local Government or

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the owner. If improvements are, in whole or part, a part of the right of way taking and are not retained by the owner, title is to be secured in the name of the State.

- B. The State will participate in the acquisition of a structure severed by the right of way line if the part of the house, building, or similar structure that lies outside the right of way cannot be reconstructed adequately or there is nothing but salvage left, provided that the State's value is established on this basis and provided that title to the entire structure is taken in the name of the State. The State shall dispose of all improvements acquired. The net revenue derived by the State from the disposition of any improvements sold will be credited to the cost of the right of way procured and shared with the Local Government.

13. Relocation of Utilities

If the required right of way encroaches on an existing utility located on its own right of way and the proposed highway construction requires the adjustment, removal, or relocation of the utility facility, the State will establish the necessity for the utility work. State participation in the cost of making the necessary change, less any resulting increase in the value to the utility and less any salvage value obtainable, may be obtained by either the "actual cost" or "lump sum" procedures. Reimbursement under "actual cost" will be made subsequent to the Local Government's certification that the work has been completed and will be made in an amount equal to ninety percent (90%), or the applicable EDC-adjusted percent, of the eligible items of cost as paid to the utility owner after the completion of an audit. The "lump sum" procedure requires that the State establish the eligibility of the utility work and enter into a three-party agreement with the owners of the utility facilities and the Local Government. This agreement must set forth the exact lump sum amount of reimbursement. The utility will be reimbursed by the Local Government after proper certification by the utility that the work has been done, and the reimbursement will be based on the prior lump sum agreement. The State will reimburse the Local Government in an amount equal to ninety percent (90%), or the applicable EDC-adjusted percent, of the firm commitment as paid to the utility owner. Reimbursement is subject to the provision that the individual lump sum agreement approved value shall not exceed \$20,000, except as specifically approved by the State. In those cases where a single operation is estimated to exceed \$20,000, the transaction will be brought to the attention of the State for determination of proper handling based upon the circumstances involved. The firm commitment to the utility will be an appropriate item of right of way. The adjustment, removal, or relocation of any utility line on publicly owned right of way by sufferance or permit will not be eligible for State reimbursement. The term "utility" under this agreement shall include publicly, privately, and cooperatively owned utilities.

14. Fencing Requirements

- A. The Local Government may handle fencing through one of the following methods.
1. The Local Government may pay the property owner for existing right of way fences based on the value those fences contribute to the part taken and damages for an unfenced condition resulting from the right of way taking, in which case the estimated

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value of those right of way fences and damages will be included in the recommended value and the approved value; or

2. The Local Government may perform the fencing on the property owner's remaining property.
- B. When the Local Government performs right of way fencing as a part of the total right of way consideration, neither the value of existing right of way fences nor damages for an unfenced condition will be included in the recommended value or the approved value. State participation in the Local Government's cost of constructing right of way fencing on the property owner's remainder may be based on either the actual cost of the fencing or on a predetermined lump sum amount. The State will be given credit for any salvaged fencing material and will not participate in any overhead costs of the Local Government.
- C. If State participation is to be requested on the lump sum basis, the State and the Local Government will reach an agreement prior to the actual accomplishment of the work as to the necessity, eligibility, and a firm commitment as to the cost of the entire fencing work to be performed. This is subject to the provision that the lump sum approved cost shall not exceed \$20,000, except as specifically approved by the State. In the event the cost of the fencing is estimated to exceed \$20,000, the transaction will be brought to the attention of the State for determination of proper handling based on the circumstances involved.

15. Basis for Reimbursement Calculation

- A. The State will reimburse the Local Government for right of way acquired after the date of this agreement in an amount not to exceed ninety percent (90%), or the applicable EDC-adjusted percent, of the cost of the right of way acquired in accordance with the terms and provisions of this agreement. The State's reimbursement will be in the amount of ninety percent (90%), or the applicable EDC-adjusted percent, of the State's predetermined value of each parcel, or the net cost of each parcel, whichever is less. All requests by the Local Government for reimbursement shall comply with the then current reimbursement submission requirements set forth in the *Texas Department of Transportation Right of Way Manual*.
- B. If condemnation is necessary and title is taken under Article 9 (Condemnation), the participation by the State shall be based on the final judgment, conditioned on the State having been notified in writing prior to the filing of the suit and on prompt notice being given as to all action taken under the suit. The State shall have the right to become a party to the suit at any time for all purposes, including the right of appeal at any stage of the proceedings. All other items of cost shall be borne by the State and the Local Government as provided in other sections of this agreement.
- C. If a lump sum fencing or utility adjustment agreement has been executed, the State will reimburse the Local Government in the amount of ninety percent (90%), or the applicable EDC-adjusted percent, of the predetermined lump sum cost of the right of way fencing or utility adjustment.

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D. If the Local Government prefers not to execute a lump sum agreement for either fencing or utility adjustments, the State will reimburse on the actual cost of that fencing or those adjustments. The Local Government's request for reimbursement will be supported by a breakdown of the labor, materials, and equipment used.

16. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written supplemental agreement.

17. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, to the following addresses:

Local Government:	State:
Fort Bend County	Director of Right of Way Division
County Judge	Texas Department of Transportation
401 Jackson Street	125 E. 11 th Street
<u>Richmond, Texas 77469</u>	Austin, Texas 78701

All notices shall be deemed given on the date delivered or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail and that request shall be honored and carried out by the other party.

18. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

19. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

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20. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

21. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

22. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

23. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

24. Inspection of Books and Records

The Local Government shall maintain all books, papers, accounting records, and other documentation relating to costs incurred under this agreement and shall make those materials available to the State and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a

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subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

26. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

27. Civil Rights Compliance

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

28. Applicability of Federal Provisions

Articles 29 through 34 only apply if Federal funding is used in the acquisition of right of way or the adjustment of utilities.

29. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

30. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally -Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.

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- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

31. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

32. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal

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contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

33. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 - 1. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://www.bpn.gov/ccr/default.aspx>;
 - 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
 - 3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

County # FORT BEND
District Houston
ROW CSJ # 0543-02-060
CCSJ # 0543-02-055
Federal Project # _____
Federal Highway Administration
CFDA # 20.205
Not Research and Development

34. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://www.txdot.gov/contact_us/audit.htm.
- C. If expenditures are less than \$500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

35. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

County # FORT BEND
District Houston
ROW CSJ # 0543-02-060
CCSJ # 0543-02-055
Federal Project # _____
Federal Highway Administration
CFDA # 20.205
Not Research and Development

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT



Signature

Robert E. Hebert

Typed or Printed Name

Fort Bend County Judge

Title

April 7, 2015

Date

THE STATE OF TEXAS



John P. Campbell, P.E. *Gus E. Cannon, CTCM*
Director, Right of Way Division
Texas Department of Transportation

Interim

12-15-15

Date

County # FORT BEND
District Houston
ROW CSJ # 0543-02-060
CCSJ # 0543-02-055
Federal Project # _____
Federal Highway Administration
CFDA # 20.205
Not Research and Development

**ATTACHMENT A
RESOLUTION OR ORDINANCE**



Fort Bend County Engineering
FORT BEND COUNTY, TEXAS

Richard W. Stolleis, P.E.
County Engineer

April 09, 2015

Angela Leach-Jayroe
East R/W Project Delivery
Texas Department of Transportation
PO Box 1386
Houston, Texas 77251-3386

RE: Agreement for Right of Way Procurement regarding FM 359 from US 90A and UPRR

Dear Ms. Leach-Jayroe:

Please find enclosed one partially executed original agreement for signature, along with Commissioners Court minutes and approval of those minutes. Please return one fully executed agreement to Fort Bend County Engineering, attention Jillian Hernandez.

Sincerely,

Richard W. Stolleis, P.E.
County Engineer

APPROVAL OF MINUTES
COMMISSIONERS COURT
FORT BEND COUNTY

I, Laura Richard, duly elected County Clerk and Clerk of Court, Fort Bend County, Texas do hereby submit the Official Minutes of Commissioners Court held on the 7th day of April, 2015.



LAURA RICHARD, COUNTY CLERK

Now, therefore, be it resolved upon the motion of Commissioner Meyers seconded by Commissioner Prutys, duly put and carried, it is ordered to accept as presented for record the attached minutes approved on this the 14th day of April, 2015.



ROBERT E. HEBERT, COUNTY JUDGE

April 7, 2015

Approved

MINUTES

BE IT REMEMBERED, That on this 7TH DAY of APRIL, 2015, Commissioners Court of Fort Bend County, Texas, met at a regular meeting with the following present:

ROBERT E. HEBERT	COUNTY JUDGE
RICHARD MORRISON	COMMISSIONER PRECINCT 1
GRADY PRESTAGE	COMMISSIONER PRECINCT 2
JAMES PATTERSON	COMMISSIONER PRECINCT 4
LINDA WILLIS FOR LAURA RICHARD	COUNTY CLERK

Commissoner Meyers absent.

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

1. Call to Order.

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

2. Invocation and Pledges of Allegiance by Commissioner James Patterson.

Invocation and Pledges of Allegiance by Commissioner James Patterson.

3. Approve minutes of regular meeting held on March 24, 2015.

Moved by Commissioner Prestage, Seconded by Commissioner Patterson
Duly put and unanimously carried (4-0), it is ordered to approve minutes of regular meeting held on
March 24, 2015.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Absent
Commissioner Patterson	Yes

April 7, 2015

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

No public comments.

Judge Hebert issued a proclamation to Marilyn Kindell, Director of Community Development, proclaiming the month of April, 2015 as Fair Housing Month.

Commissioner Patterson mentioned that at 2:30 p.m. there will be 10 individuals from the jail who will receive certification for HVAC training. This event will take place behind the jail.

5. **PUBLIC HEARINGS: 1:00 p.m.: Conduct Public Hearings and take all appropriate action on the following matters:**

Public hearing held. No public comments.

- A. **Acceptance of the traffic control plan for Fairpark Village, Section 4, Precinct 1.**
- B. **Acceptance of the traffic control plan for Sunrise Meadow, Section 7, Precinct 1.**
- C. **Acceptance of the traffic control plans for Bella Terra Parkway STD, Bella Terra Center Way STD and Katy Gaston Road STD, Precinct 3.**
- D. **Acceptance of the traffic control plans for Silver Ranch, Section 8 and Section 9, Pct. 3.**
- E. **Acceptance of the traffic control plan for Providence at Riverstone, Section 1, Precinct 4.**
- F. **Acceptance of the traffic control plan for Oak Lake Court, Precinct 4.**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage
Duly put and unanimously carried (4-0), it is ordered to approve items 5A - F.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Absent
Commissioner Patterson	Yes

CONSENT AGENDA ITEMS 6 - 17:

6. **OUT-OF-STATE TRAVEL: Approve out-of-state travel requests for County personnel:**
- A. **Sheriff's Office : Ratify travel by J. Hernandez and C. Pocasangre to Auburn, California, March 26-27, 2015, to extradite prisoner back to Fort Bend County. (Fund: Sheriff, Enforcement, Travel)**
 - B. **Sheriff's Office : Ratify travel by M. Kubricht and J. Fontenot to Kew Gardens, New York, March 29-30, 2015, to extradite prisoner back to Fort Bend County. (Fund: Sheriff, Enforcement, Travel)**
 - C. **Sheriff's Office : T. Eddlueblute to Durango, Colorado, May 24-30, 2015, to attend training at the Equine Investigations Academy. (Fund: Sheriff, Enforcement, Training)**

April 7, 2015

7. **COUNTY JUDGE:**

Approve request for Historic Site Property Tax Exemption for the Morton Ferry Home, located at 402 North Second Street in Richmond, Texas for tax year 2015.

8. **COMMISSIONER, PCT. 1:**

- A. **Approve Interlocal Project Agreement between Fort Bend County and City of Needville to provide assistance by eliminating dust, preventing grass growing on the roadway, and mowing grass in roadway ditches on Harvest Park Access Roads and City Park and Ride, at sole expense of County, not to exceed \$3,950. (Fund: Road & Bridge)**
- B. **Approve payment of Invoice No. 010 in the amount of \$2,985.00 to AutoArch Architects LLC for services regarding the Fort Bend Seniors Administration Building and renovations to the Bud O'Shieles Community Center. (Fund: Capital Improvement Project)**

9. **AUDITOR:**

- A. **Authorize County Judge to sign, on behalf of Commissioners Court, the Management Representation Letter to Sandersen Knox & Co., L.L.P. for their audit of the Fort Bend County Comprehensive Annual Report for the year ended September 30, 2014, accepted by Commissioners Court on March 24, 2015.**
- B. **Accept Monthly Financial Report prepared by the County Auditor for month ending October 31, 2014, pursuant to Local Government Code Section 114.023.**
- C. **Approve Interlocal Cooperation Contract between Fort Bend County and Texas Department of Family and Protective Services (DFPS) for Claims Processing effective March 1, 2015 through August 31, 2019.**
- D. **Approve Signature Authority Designation for Contract 24185932 between Fort Bend County and Texas Department of Family and Protective Services (DFPS).**
- E. **Approve Internal Control Structure Questionnaire (ICSQ) for Contract 24185932 between Fort Bend County and Texas Department of Family and Protective Services (DFPS) for Fiscal Year 2015.**

10. **BUDGET & FINANCE/BUDGET TRANSFERS:**

- A. **Auditor : Approve transfer in the amount of \$1,050,000 as detailed on Auditor's form dated April 1, 2015 to allocate additional funds for estimated expenditures from the Employee Benefit account through September 30, 2015.**
- B. **Facilities Management & Planning: Approve transfer in the amount of \$24,504 as detailed on Director's form dated April 1, 2015 to reallocate funds from the completed Pedestrian Plaza Project into the Precinct 4 Renovations Project and other Facilities Projects account.**

Motion was made with correction to the dollar amount being \$24,052.

- C. **Fire Marshal : Approve transfer in the amount of \$4,800 from Salaries into Part-Time Temporary to allocate funds for part-time assistance.**

April 7, 2015

Item 10 continued - Budget & Finance/Budget Transfers:

- D. **Health & Human Services** : Approve transfer in the amount of \$864,297 as detailed on Auditor's form dated March 27, 2015, to allocate funds for the Extended Provider Team and Care Management functions, part of the 1115 Waiver Programs authorized by Commissioners Court on November 5, 2013.
- E. **Health & Human Services - Emergency Medical Service** : Approve transfer in the amount of \$1,770 from Office Supplies into Retirement to allocate funds for employee benefit due to reclassification from temporary to part-time.
- F. **Sheriff's Office - Enforcement**: Approve transfer in the amount of \$185 from Travel into Information Technology to allocate funds for the purchase of a computer monitor.

11. ENGINEERING:

- A. Approve payment of Invoice No. 6 in the amount of \$312,515.31 to Allgood Construction Co. Inc., regarding Williams Way, Mobility Bond Project No. 747, Precinct 1. (Fund: 2007 Mobility Bonds)
- B. Approve payment of Invoice No. 00349993 in the amount of \$1,339.00 to Professional Service Industries, Inc. regarding Williams Way, Mobility Bond Project No. 747, Precinct 1. (Fund: 2007 Mobility Bonds)
- C. Approve payment of Invoice No. 1355 in the amount of \$12,766.65 to Austin-Reed Engineers, LLC. for construction material testing regarding Brand Lane, Mobility Bond Project No. 718/769, Precinct 2. (Fund: 2007 Mobility Bonds)
- D. Approve payment of Invoice No. 459301/36/II in the amount of \$550,289.88 to Dannenbaum Engineering Corp. for professional engineering services regarding FM 1093 / Westpark, Mobility Bond Project No. 748, Precinct 3. (Fund: 2007 Mobility Bonds)
- E. Approve payment of final Invoice No. 15-02-026 in the amount of \$2,000.00 to Kelly R. Kaluza & Associates, Inc. for professional engineering services regarding Harlem Road, Mobility Bond Project No. 726, Precincts 3 and 4. (Fund: 2007 Mobility Bonds)
- F. Approve payment of Invoice No. 12 in the amount of \$501,908.05 to Allgood Construction Co., Inc. regarding West Bellfort, Mobility Bond Project No. 741, Precinct 4. (Fund: 2007 Mobility Bonds)
- G. Approve payment of Invoice No. 78 in the amount of \$7,800.00 to Schaumburg & Polk, Inc. for Project Management Services regarding 2007 Mobility Bond Projects within Precincts 1, 2, 3 and 4. (Fund: 2007 Mobility Bonds)
- H. Approve payment of Invoice No. INV0005525 in the amount of \$5,547.20 to Percheron Field Services for right of way services regarding FM 1093/ Westpark, Mobility Bond Project No. 748, Precinct 3. (Fund: Right of Way)
- I. Approve payment of Invoice No. INV0006969 in the amount of \$14,914.84 to Percheron Field Services for right of way services regarding FM 1093 / Westpark, Mobility Bond Project No. 748, Precinct 3. (Fund: Right of Way)

April 7, 2015

Item 11 continued - Engineering:

- J. Approve payment of Invoice No. INV0005524 in the amount of \$1,743.75 to Percheron Field Services for right of way services regarding Cane Island, Mobility Bond Project No. X12, Precinct 3. (Fund: Right of Way)**
- K. Approve payment of Invoice No. INV0006415 in the amount of \$1,273.63 to Percheron Field Services for right of way services regarding Cane Island, Mobility Bond Project No. X12, Precinct 3. (Fund: Right of Way)**
- L. Approve payment of Invoice No. INV0006968 in the amount of \$3,164.10 to Percheron Field Services for right of way services regarding Cane Island, Mobility Bond Project No. X12, Precinct 3. (Fund: Right of Way)**
- M. Approve payment of Invoice No. 22238 in the amount of \$18,023.71 to Binkley & Barfield, Inc. for Project Management Services regarding 2013 Mobility Bond Projects within Precincts 1, 2, 3 and 4. (Fund: 2013 Mobility Bonds)**
- N. Approve payment of Invoice No. 315086 in the amount of \$13,976.75 to Klotz Associates, Inc. for Project Management Services regarding 2013 Mobility Bond Projects within Precincts 1, 2, 3 and 4. (Fund: 2013 Mobility Bonds)**
- O. Approve payment of Invoice No. 5 in the amount of \$7,600.00 to Schaumburg & Polk, Inc. for Project Management Services regarding 2013 Mobility Bond Projects within Precincts 1, 2, 3 and 4. (Fund: 2013 Mobility Bonds)**
- P. Approve payment of Invoice No. 22621 in the amount of \$28,789.92 to Binkley & Barfield, Inc. for Project Management Services regarding 2013 Mobility Bond Projects within Precincts 1, 2, 3 and 4. (Fund: 2013 Mobility Bonds)**
- Q. Approve the release of Oversize, Overweight, Overlength, Bond #SUR0000538 in the amount of \$50,000.00 from Hilcorp Energy Company, Precinct 1.**
- R. Approve the release of cashier's check # 1281101919 in the amount of \$5,000.00 to E & J Unlimited Construction & Landscaping / Mexi Garcia for completion of work on Sam Brookins Street, Permit # 84713, Precinct 3.**
- S. Accept bond reduction rider #024057335 for LJ Parkway Phase 7 and Garden Plantation Drive Street Dedication, reducing it from \$229,460.00 to \$114,730.00, Precinct 4.**
- T. Accept Suretec Insurance Company perpetual bond #5195728 for Larrett Energy Services, Inc., Precincts 1, 2, 3 and 4.**
- U. Approve application from Larrett Energy Services, Inc. to bore under and bury a CO2 line along Rabbs Prairie Road, Gless Big Creek Road, Davis Estates Road, Zamanek Road, Jeske Road, Padon Road, Krueger Road, Shenley Road, and several drainage easements, including Dutch John Creek, Big Creek, Deer Creek, Guy Creek, Mound Creek, Cedar Creek, and Buffalo Creek, Precinct 1.**
- V. Approve application from J.C. Hernandez Construction / Debo Homes, LLC to construct driveways on April Drive and Leah Elizabeth Drive, Precinct 1.**

April 7, 2015

Item 11 continued - Engineering:

- W.** Approve application from Trunkline Gas Company, LLC to construct a driveway on B J Dusek Road, Precinct 1.
- X.** Approve application from J.C. Hernandez Construction / Debo Homes, LLC to construct driveways on Emily Ruth Drive and Leah Elizabeth Drive, Precinct 1.
- Y.** Approve application from AT&T Texas to bury fiber optic cable along Kingdom Heights Boulevard, Precinct 1.
- Z.** Approve application from AT&T Texas to bury fiber optic cable along Wildwood Park Road, Precinct 1.
- AA.** Approve application from Centerpoint Entex to bore under and bury a 2 inch plastic gas line along Caracas Drive, Londres Drive, San Lucas Drive, Mesones Drive, Espinosa Drive and Alametos Drive, Precinct 2.
- BB.** Approve application from Consolidated Communications to bury a phone line along Cow Creek Road, Precinct 2.
- CC.** Approve application from Centerpoint Energy Houston Electric, LLC to cross over Flat Bank Creek Diversion Channel with overhead electrical facilities, Precinct 2.
- DD.** Approve application from Devon Street Homes to construct a driveway on Round Moon Lane, Precinct 3.
- EE.** Approve application from Rodriguez Construction Group, LLC to bore under and bury a 3 inch sanitary force main on Beechnut Road, Precinct 3.
- FF.** Accept the streets in Fairpark Village, Section 3: Dogwood Knoll Trail 820.28 LF, Trigon Lane 160.00 LF, Red Cedar Trail 1,226.88 LF, Sage Grouse Court 455.40 LF, Fern Brook Lane 658.85 LF, for a total of 3,321.41 LF, and release bond #105009506 in the amount of \$235,998.00, Precinct 1.
- GG.** Accept the streets in Lakes of Bella Terra, Section 17: Mirandola Lane 824.63 LF, Poeta Lane 537.73 LF, Olivara Lane 236.32 LF, Quarto Lane 415.49 LF, for a total of 2,014.17 LF, and release bond #TXC104003 in the amount of \$161,910.00, Precinct 3.
- HH.** Accept the streets in Mirandola Lane & West Lugano Verde Drive STD: Mirandola Lane 1,024.00 LF, West Lugano Verde 229.30 LF for a total of 1,253.30 LF, and release bond #8215-49-56 in the amount of \$162,120.00, Precinct 3.
- II.** Set public hearing for acceptance of the traffic control plan for Fairpark Village, Section 3, Precinct 1. *(Tuesday, May 5, 2015, at 1:00 p.m.)*
- JJ.** Set public hearing for acceptance of the traffic control plan for Lakes of Bella Terra, Section 17 and Mirandola Lane & West Lugano Verde Drive STD, Precinct 3. *(Tuesday, May 5, 2015, at 1:00 p.m.)*

April 7, 2015

12. ENGINEERING - PLATS:

- A. Approve the plat for Dinh Warehouse, Precinct 3.**
- B. Approve the plat for East Avalon Drive Phase II Street Dedication, Precinct 4.**
- C. Approve plat for the roads within Lakes of Bella Terra, Sec. 32, Precinct 3.**
- D. Approve plat for the lots within Lakes of Bella Terra, Sec. 32, Precinct 3.**
- E. Approve plat for the roads within Lakes of Bella Terra, Sec. 33, Precinct 3.**
- F. Approve plat for the lots within Lakes of Bella Terra, Sec. 33, Precinct 3.**
- G. Approve plat for the roads within Lakes of Bella Terra, Sec. 34, Precinct 3.**
- H. Approve plat for the lots within Lakes of Bella Terra, Sec. 34, Precinct 3.**
- I. Approve plat for the roads within Creekside Ranch, Sec. 1, Precinct 3.**
- J. Approve plat for the lots within Creekside Ranch, Sec. 1, Precinct 3.**
- K. Approve plat for the roads within Creekside Ranch, Sec. 2, Precinct 3.**
- L. Approve plat for the lots within Creekside Ranch, Sec. 2, Precinct 3.**
- M. Approve plat for the roads within Creekside Ranch, Sec. 3, Precinct 3.**
- N. Approve plat for the lots within Creekside Ranch, Sec. 3, Precinct 3.**

13. FACILITIES MANAGEMENT & PLANNING: The Director of Facilities Management & Planning submits these invoices for approval and payment for projects that have been budgeted and funded by Facility Bond and/or Capital Projects:

- A. Pay Application No. 11 (Final) in the amount of \$37,668.00 to Turner Construction Company for construction services regarding expansion of the Central Appraisal District facility;**
- B. Invoice No. 1561 (Final) in the amount of \$9,975.00 to Brown Aerobic Service Company for septic system installation at Jones Creek Ranch Park.**

14. HUMAN RESOURCES:

Approve request for withdrawal of 480 hours from the Shared Sick Leave Pool for employee of Clinical Health Services, Position No. 6301-0007.

15. RISK MANAGEMENT:

Approve Full Release and accept Settlement regarding property damage claim made by Fort Bend County on automobile collision which occurred June 19, 2014, Claim No. HRR4482-002, and authorize Director of Risk Management to execute and deliver said settlement and release documents dated March 24, 2015, as recommended by County Attorney.

April 7, 2015

16. ROAD & BRIDGE:

Approve payment of Invoice No. 4173 in the amount of \$51,763.27 to Traffic Systems Construction, Inc. for traffic signal installation work at the intersection of Falcon Landing Boulevard and Spring Green Boulevard, Precinct 3. (Fund: Road & Bridge)

17. TAX ASSESSOR/COLLECTOR:

Approve refunds over \$500 detailed in Tax Assessor/Collector's Report submitted on March 31, 2015, for an amount totaling \$48,445.91 for the Office of Patsy Schultz.

Moved by Commissioner Prestage, Seconded by Commissioner Morrison
Duly put and unanimously carried (4-0), it is ordered to approve consent items 6 - 17 with noted correction to dollar amount on 10B to \$24,052.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Absent
Commissioner Patterson	Yes

18. COUNTY JUDGE:

- A. Take all appropriate action on Engagement Letter from Allen Boone Humphries Robinson LLP regarding Bond Counsel Services for Fort Bend County Unlimited Tax Road and Refunding Bonds, Series 2015A and Fort Bend County Limited Tax Refunding Bonds, Series 2015B.**

Moved by Commissioner Patterson, Seconded by Commissioner Prestage
Duly put and carried (3-1), it is ordered to approve Engagement Letter from Allen Boone Humphries Robinson LLP regarding Bond Counsel Services for Fort Bend County Unlimited Tax Road and Refunding Bonds, Series 2015A and Fort Bend County Limited Tax Refunding Bonds, Series 2015B.

Judge Hebert	Yes
Commissioner Morrison	No
Commissioner Prestage	Yes
Commissioner Meyers	Absent
Commissioner Patterson	Yes

April 7, 2015

Item 18 continued - County Judge:

Commissioner Morrison stated that there is a conflict of interest in hiring the noted law firm as they represent a MUD client who is currently suing Fort Bend County. He feels that the conflict is too important to waive on this case and another law firm should represent the County on this bond issue.

Commissioner Prestage asked about the time frame required to put this matter on hold for further review.

Judge Hebert noted that it would take about two months to go through the process of changing attorneys. He commented that the law firm is a specialist in municipal finance and they are not litigation attorneys. Judge Hebert does not feel there is a conflict of interest. He stated that the court must do what is best for the people of Fort Bend County and a two month delay is not reasonable.

Commissioner Morrison pointed out that if the law firm is the corporate lawyer for the MUD that employs the same Engineer who is involved in a lawsuit against Fort Bend County, it could cost the taxpayers of this County hundreds of millions of dollars. This law firm would be required to turn over the documents to the litigation firm and are required to provide witnesses that the litigation firm may need. As our lawyer, they should be required to let the County know what the litigation firm is requesting of them; but they cannot do that if they are representing both Fort Bend County and the MUD Engineer. Commissioner Morrison would like to put on record that this is a clear conflict of interest, which will harm the taxpayers of this County.

Judge Hebert asked Commissioner Morrison if he holds this law firm to the standard, that if the law firm has a conflict and is engaged in litigation in which the law firm has no interest, would the law firm have a duty to bring that client's records to this court because they might be the bond counsel on the issuance of bonds.

Commissioner Morrison stated that if a firm has an agreement with a litigation attorney or the law firm is the corporate counsel for the MUD, they have the duty to provide all the documents and anything that the litigation attorneys ask from them. The attorney cannot fully represent the best interest of both parties. Texas law no longer allows the concept of a Chinese wall.

Commissioner Patterson addressed the issue of the motion. He is concerned that by not hiring the noted law firm, because they are involved with another client, this could adversely affect the County with their lawsuit. He believes it is in the best interest of the County to move forward with the County Attorney's recommendation to use the subject law firm.

Commissioner Prestage stated that the court tries to make the best decision for the County and wants to continue down this track. This law firm has done all bond counsel work for this County, since we have been issuing bonds. If the same decision will be made, it does not make sense to wait two months to reevaluate. Commissioner Prestage would like to leave his second motion in place to move forward. He noted that we need to make sure we protect the taxpayer's interest from any conflicts.

April 7, 2015

Item 18 continued - County Judge:

- B. Take all appropriate action on Resolution Declaring Intention to Reimburse Project Expenditures from Fort Bend County Unlimited Tax Road and Refunding Bonds, Series 2015A and Fort Bend County Limited Tax Refunding Bonds, Series 2015B.**

Moved by Commissioner Patterson, Seconded by Commissioner Morrison
Duly put and unanimously carried (4-0), it is ordered to approve Resolution Declaring Intention to Reimburse Project Expenditures from Fort Bend County Unlimited Tax Road and Refunding Bonds, Series 2015A and Fort Bend County Limited Tax Refunding Bonds, Series 2015B.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Absent
Commissioner Patterson	Yes

Commissioner Patterson moved to approve the Resolution to cover \$41,000,000.

Ed Sturdivant, County Auditor, concurred.

- C. Take all appropriate action on request to pay by Invoice Transmittal the amount of \$3,895.00 to Fort Bend County Historical Commission, as authorized by Commissioners Court on May 6, 2014, for FY 2014 committee operations, without a purchase order. (Fund: Non-Departmental, Fees)**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage
Duly put and unanimously carried (4-0), it is ordered to pay by Invoice Transmittal the amount of \$3,895.00 to Fort Bend County Historical Commission, as authorized by Commissioners Court on May 6, 2014, for FY 2014 committee operations, without a purchase order. (Fund: Non-Departmental, Fees)

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Absent
Commissioner Patterson	Yes

April 7, 2015

Item 18 continued - County Judge:

- D. Take all appropriate action on Letter of Intent to the Texas Indigent Defense Commission for a multi-year discretionary grant to establish a Public Defender's Office in Fort Bend County.**

Moved by Commissioner Prestage, Seconded by Commissioner Patterson
Duly put and unanimously carried (4-0), it is ordered to approve Letter of Intent to the Texas Indigent Defense Commission for a multi-year discretionary grant to establish a Public Defender's Office in Fort Bend County.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Absent
Commissioner Patterson	Yes

Commissioner Prestage indicated that he reviewed the letter from Judge James Shoemake and Judge Susan Lowery and supports the request and the opportunity to expand the county's current juvenile public defenders office to cover more cases.

19. COMMISSIONER, PCT. 1:

Take all appropriate action on request for Historic Site Property Tax Exemption for The Green House located at 13103 Old Highway 59 in Kendleton, Texas for tax year 2015.

Moved by Commissioner Morrison, Seconded by Commissioner Prestage
Duly put and unanimously carried (4-0), it is ordered to approve Historic Site Property Tax Exemption for The Green House located at 13103 Old Highway 59 in Kendleton, Texas for tax year 2015.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Absent
Commissioner Patterson	Yes

20. CONSTABLE, PCT. 2:

Take all appropriate action on First Amendment to Agreement for Additional Law Enforcement Services between Fort Bend County and Briargate Community Improvement Association to add an additional part-time deputy effective through September 30, 2015.

Moved by Commissioner Prestage, Seconded by Commissioner Morrison
Duly put and unanimously carried (4-0), it is ordered to approve First Amendment to Agreement for Additional Law Enforcement Services between Fort Bend County and Briargate Community Improvement Association to add an additional part-time deputy effective through September 30, 2015.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Absent
Commissioner Patterson	Yes

April 7, 2015

21. COUNTY ATTORNEY:

- A. Take all appropriate action on Resolution and Order Decreeing the Acquisition of Property to be a Public Necessity and Authorizing the Acquisition and Payment of Compensation by record vote for the Trammel Fresno Road Widening Project, Precincts 1 and 2.**

Pulled

- B. Take all appropriate action on Engagement Letter from Andrews Kurth LLP regarding Special Disclosure Counsel Services for Fort Bend County, Texas Unlimited Tax Road and Refunding Bonds, Series 2015 and Fort Bend County, Texas Limited Tax Refunding Bonds, Series 2015.**

Moved by Commissioner Prestage, Seconded by Commissioner Morrison
Duly put and unanimously carried (4-0), it is ordered to approve Engagement Letter from Andrews Kurth LLP regarding Special Disclosure Counsel Services for Fort Bend County, Texas Unlimited Tax Road and Refunding Bonds, Series 2015 and Fort Bend County, Texas Limited Tax Refunding Bonds, Series 2015.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Absent
Commissioner Patterson	Yes

22. ELECTIONS ADMINISTRATION:

- A. Take all appropriate action on request to transfer the amount of \$7,345 from Non-Departmental Contingency into Elections Administration, Fees, to reimburse expenses incurred for polling place rental, publications, and delivery truck rental to conduct the Emergency Special Election held in Senate District 18 on December 6, 2014.**

Moved by Commissioner Prestage, Seconded by Commissioner Patterson
Duly put and unanimously carried (4-0), it is ordered to transfer the amount of \$7,345 from Non-Departmental Contingency into Elections Administration, Fees, to reimburse expenses incurred for polling place rental, publications, and delivery truck rental to conduct the Emergency Special Election held in Senate District 18 on December 6, 2014.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Absent
Commissioner Patterson	Yes

Item 22 continued - Elections Administration:

- B. Take all appropriate action on Joint Election Agreements between Fort Bend County and the following political subdivisions to conduct elections on May 9, 2015: Fort Bend Independent School District; Lamar Consolidated Independent School District; Stafford Municipal School District; City of Arcola; City of Beasley; City of Fulshear; City of Missouri City; City of Needville; City of Richmond; City of Rosenberg; City of Simonton; City of Stafford; Village of Fairchilds; Village of Pleak; and Fort Bend County Municipal Utility District No. 19.**

Moved by Commissioner Prestage, Seconded by Commissioner Morrison
Duly put and unanimously carried (4-0), it is ordered to approve Joint Election Agreements between Fort Bend County and the following political subdivisions to conduct elections on May 9, 2015: Fort Bend Independent School District; Lamar Consolidated Independent School District; Stafford Municipal School District; City of Arcola; City of Beasley; City of Fulshear; City of Missouri City; City of Needville; City of Richmond; City of Rosenberg; City of Simonton; City of Stafford; Village of Fairchilds; Village of Pleak; and Fort Bend County Municipal Utility District No. 19.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Absent
Commissioner Patterson	Yes

23. ENGINEERING:

- A. Take all appropriate action on request for temporary closure of the bridges on Meyer Road at Snake Creek Tributary, Meyer Road at Snake Creek, and Hurta Road at Buffalo Creek, pursuant to Section 251.011 of the Texas Transportation Code, with specific dates to be approved by Commissioners Court after June 2015, when Texas Department of Transportation begins construction on Projects CSJs 0912-34-176, 0912-34-177 and 0912-34-180 to replace these bridges in Precinct 1.**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage
Duly put and unanimously carried (4-0), it is ordered to approve temporary closure of the bridges on Meyer Road at Snake Creek Tributary, Meyer Road at Snake Creek, and Hurta Road at Buffalo Creek, pursuant to Section 251.011 of the Texas Transportation Code, with specific dates to be approved by Commissioners Court after June 2015, when Texas Department of Transportation begins construction on Projects CSJs 0912-34-176, 0912-34-177 and 0912-34-180 to replace these bridges in Precinct 1.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Absent
Commissioner Patterson	Yes

April 7, 2015

Item 23 continued - Engineering:

- B. Take all appropriate action on Agreement for Right of Way Procurement between Texas Department of Transportation and Fort Bend County regarding the acquisition of right of way for certain highway improvements to FM 359 from US 90A to the Union Pacific Railroad, Precinct 1.**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage
Duly put and unanimously carried (5-0), it is ordered to approve Agreement for Right of Way Procurement between Texas Department of Transportation and Fort Bend County regarding the acquisition of right of way for certain highway improvements to FM 359 from US 90A to the Union Pacific Railroad, Precinct 1.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Absent
Commissioner Patterson	Yes

April 7, 2015

Item 23 continued - Engineering:

Commissioner Patterson questioned the wording of the motion regarding the location of the property from US 90A to the railroad. He questioned whether the property crossed the railroad tracks.

Richard Stolleis, County Engineer, confirmed that this Right of Way is for the bridge that will pass over the railroad and the wording came directly from the AFA.

Commissioner Patterson requested that the exact location be checked to make sure that it is not so many feet up 359.

Marcus Spencer, First Assistant County Attorney, clarified that the wording should be Hwy 359 from US 90A and Union Pacific Railroad.

Judge Hebert asked for further clarification.

Marcus Spencer clarified that the wording should say "there are highway improvements on Hwy FM 359 from US 90A and Union Pacific Railroad" and then to a point unspecified. It is the corridor that extends further.

Judge Hebert stated that it is in the vicinity of Union Pacific Railroad.

Commissioner Morrison asked if the correct agreement was attached.

Richard Stolleis stated that the misnomer is the way the form is set up which says "from" a location "to" a location. This is the one location and as Marcus said, the "to" location is blank.

Judge Hebert stated that if we approve the motion as made, there is no substantive effect and it will accomplish our purpose.

Commissioner Patterson suggested that the motion needs to be made to approve to a point of 359 that will be filled in on this form.

Moved by Commissioner Morrison, Seconded by Commissioner Prestage
Duly put and unanimously carried (4-0) it is ordered to amend previous motion and add the wording "through the northern limit of the project or however the project would be described in the attached documents from TxDot."

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Absent
Commissioner Patterson	Yes

April 7, 2015

Item 23 continued - Engineering:

- C. Take all appropriate action on request for variance to the Fort Bend County Regulations of Subdivisions, specifically the minimum lot size requirement stated in Section 5.14E4, shared common wall along the property line between two adjacent lots stated in Section 5.12C5, and the use of parallel parking spaces for guest parking, for Lakes of Bella Terra, Section 29, on behalf of L.O.B. Limited Partnership, Precinct 3.**

Moved by Commissioner Prestage, Seconded by Commissioner Morrison
Duly put and unanimously carried (4-0), it is ordered to approve variance to the Fort Bend County Regulations of Subdivisions, specifically the minimum lot size requirement stated in Section 5.14E4, shared common wall along the property line between two adjacent lots stated in Section 5.12C5, and the use of parallel parking spaces for guest parking, for Lakes of Bella Terra, Section 29, on behalf of L.O.B. Limited Partnership, Precinct 3.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Absent
Commissioner Patterson	Yes

- D. Take all appropriate action on plat for the roads within Lakes of Bella Terra, Section 29, Precinct 3.**

Moved by Commissioner Prestage, Seconded by Commissioner Morrison
Duly put and unanimously carried (4-0), it is ordered to approve plat for the roads within Lakes of Bella Terra, Section 29, Precinct 3.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Absent
Commissioner Patterson	Yes

- E. Take all appropriate action on plat for the lots within Lakes of Bella Terra, Section 29, Pct 3.**

Moved by Commissioner Prestage, Seconded by Commissioner Morrison
Duly put and unanimously carried (4-0), it is ordered to approve plat for the lots within Lakes of Bella Terra, Section 29, Precinct 3.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Absent
Commissioner Patterson	Yes

- F. Take all appropriate action on request for variance to the minimum lot size requirement stated in Section 5.14 E.4, and the building setback line requirement stated in Section 5.12 C.1 of the Fort Bend County Regulations of Subdivisions, for Del Webb-Richmond, Section Thirteen-B, on behalf of C W Richmond, L.P., Precinct 1.**

Pulled

April 7, 2015

Item 23 continued - Engineering:

- G. Take all appropriate action on plat for the roads within Del Webb-Richmond, Section Thirteen-B, Precinct 1.**

Pulled

- H. Take all appropriate action on plat for the lots within Del Webb-Richmond, Section Thirteen-B, Precinct 1.**

Pulled

24. HEALTH & HUMAN SERVICES:

- A. Animal Services: Take all appropriate action on Application to Petco Foundation for Fort Bend County Animal Services to participate as an Adoption Partner Representative at Petco store locations in the community.**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage
Duly put and unanimously carried (4-0), it is ordered to approve Application to Petco Foundation for Fort Bend County Animal Services to participate as an Adoption Partner Representative at Petco store locations in the community.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Absent
Commissioner Patterson	Yes

- B. Animal Services: Take all appropriate action on Application to PetSmart Charities for Fort Bend County Animal Services to participate in the PetSmart in-store Adoption Partner Program.**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage
Duly put and unanimously carried (4-0), it is ordered to approve Application to PetSmart Charities for Fort Bend County Animal Services to participate in the PetSmart in-store Adoption Partner Program.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Absent
Commissioner Patterson	Yes

April 7, 2015

Item 24 continued - Health & Human services:

- C. **Clinical Health** : Take all appropriate action on Application to Texas Department of State Health Services for grant funding in the amount of \$78,050 for FY 2016 Infectious Disease Control / Foodborne Associated Infection activities, with no cash match required by Fort Bend County for the period of September 1, 2015 through August 31, 2016.

Moved by Commissioner Prestage, Seconded by Commissioner Morrison
Duly put and unanimously carried (4-0), it is ordered to approve Application to Texas Department of State Health Services for grant funding in the amount of \$78,050 for FY 2016 Infectious Disease Control / Foodborne Associated Infection activities, with no cash match required by Fort Bend County for the period of September 1, 2015 through August 31, 2016.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Absent
Commissioner Patterson	Yes

- D. **Veterans Services**: Take all appropriate action on request to authorize payment by Invoice Transmittal in the amount of \$97.50 to Skelton Business Equipment for repair service provided without a purchase order.(Fund: Veterans Service, Operating Supplies)

Moved by Commissioner Prestage, Seconded by Commissioner Morrison
Duly put and unanimously carried (4-0), it is ordered to authorize payment by Invoice Transmittal in the amount of \$97.50 to Skelton Business Equipment for repair service provided without a purchase order.(Fund: Veterans Service, Operating Supplies)

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Absent
Commissioner Patterson	Yes

25. **OFFICE OF EMERGENCY MANAGEMENT:**

Take all appropriate action on the 2015 Homeland Security Grant Eligibility Certification Form, for electronic submission to the State of Texas Department of Public Safety State Administrative Agency to certify Fort Bend County's eligibility to participate in the FY 2015 Homeland Security Grant Program.

Moved by Commissioner Morrison, Seconded by Commissioner Patterson
Duly put and unanimously carried (4-0), it is ordered to approve the 2015 Homeland Security Grant Eligibility Certification Form, for electronic submission to the State of Texas Department of Public Safety State Administrative Agency to certify Fort Bend County's eligibility to participate in the FY 2015 Homeland Security Grant Program.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Absent
Commissioner Patterson	Yes

April 7, 2015

26. PUBLIC TRANSPORTATION:

Take all appropriate action on Intergovernmental Agreement between Fort Bend County and Houston-Galveston Area Council, Contract #TDOT.10.1112-02, regarding expansion of commuter services to the Texas Medical Center, to receive Federal Congestion Mitigation Air Quality (CMAQ) funds in the amount of \$108,222; with a local match by Fort Bend County of \$27,055 and direct costs of \$2,164 for the period of May 1, 2015 through April 30, 2016. (Fund: Public Transportation, Grants)

Moved by Commissioner Patterson, Seconded by Commissioner Prestage
Duly put and unanimously carried (4-0), it is ordered to approve Intergovernmental Agreement between Fort Bend County and Houston-Galveston Area Council, Contract #TDOT.10.1112-02, regarding expansion of commuter services to the Texas Medical Center, to receive Federal Congestion Mitigation Air Quality (CMAQ) funds in the amount of \$108,222; with a local match by Fort Bend County of \$27,055 and direct costs of \$2,164 for the period of May 1, 2015 through April 30, 2016. (Fund: Public Transportation, Grants)

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Absent
Commissioner Patterson	Yes

27. PURCHASING:

A. Take all appropriate action on Bid 15-059, Term Contract for Summer Food Program.

Moved by Commissioner Patterson, Seconded by Commissioner Morrison
Duly put and unanimously carried (4-0), it is ordered to approve Bid 15-059, Term Contract for Summer Food Program.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Absent
Commissioner Patterson	Yes

Commissioner Patterson asked if the recommendation was for Education Catering Inc.

Gilbert Jalomo, Purchasing Agent, confirmed it was Education Catering Inc.

April 7, 2015

Item 27 continued - Purchasing:

- B. Take all appropriate action on request to increase the purchase order for Trustwave Holdings, Inc. by \$105.00 to cover freight expenses for sole source Security Web Filtering and Reporting software upgrade. (Fund: County Clerk, Fees)**

Moved by Commissioner Prestage, Seconded by Commissioner Morrison
Duly put and unanimously carried (4-0), it is ordered to increase the purchase order for Trustwave Holdings, Inc. by \$105.00 to cover freight expenses for sole source Security Web Filtering and Reporting software upgrade. (Fund: County Clerk, Fees)

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Absent
Commissioner Patterson	Yes

- C. Take all appropriate action on Public Health Volunteer Coordination Contract between Fort Bend County and Homeland Preparedness Project in an amount not to exceed \$50,000 effective through December 31, 2015. (Fund: Office of Emergency Management Grant)**

Moved by Commissioner Prestage, Seconded by Commissioner Patterson
Duly put and unanimously carried (4-0), it is ordered to approve Public Health Volunteer Coordination Contract between Fort Bend County and Homeland Preparedness Project in an amount not to exceed \$50,000 effective through December 31, 2015. (Fund: Office of Emergency Management Grant)

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Absent
Commissioner Patterson	Yes

- D. Take all appropriate action on renewal of Lawson maintenance with Infor, Inc., pursuant to RFP 05-059 and RFP 06-02, for an amount not to exceed \$197,838.10, effective July 1, 2015 through June 30, 2016. (Fund: Information Technology)**

Moved by Commissioner Prestage, Seconded by Commissioner Morrison
Duly put and unanimously carried (4-0), it is ordered to approve renewal of Lawson maintenance with Infor, Inc., pursuant to RFP 05-059 and RFP 06-02, for an amount not to exceed \$197,838.10, effective July 1, 2015 through June 30, 2016. (Fund: Information Technology) with the amendment to reflect only RFP-059.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Absent
Commissioner Patterson	Yes

Gilbert Jalomo, Purchasing Agent, noted a correction to remove the wording "and RFP 06-02", leaving only RFP 05-059.

April 7, 2015

Item 27 continued - Purchasing:

E. Take all appropriate action on RFP 15-058 for Inmate Food Service.

Moved by Commissioner Prestage, Seconded by Commissioner Morrison
Duly put and unanimously carried (4-0), it is ordered to approve RFP 15-058 for Inmate Food Service.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Absent
Commissioner Patterson	Yes

Gilbert Jalomo, Purchasing Agent, requests to authorize contract negotiations with Aramark Correctional Services.

F. Take all appropriate action on renewal of fare collection software support with Trapeze for Public Transportation, pursuant to RFP 13-045, for an amount not to exceed \$15,004. (Fund: Public Transportation)

Pulled

G. Take all appropriate action on Fourth Amendment to Professional Engineering Services Agreement between Fort Bend County and SES Horizon Consulting Engineers, Inc., for additional services in the amount of \$182,142; total contract amount not to exceed \$972,579 regarding Brand Lane, Mobility Bond Project No. 718/769, Precinct 2. (Fund: 2007 Mobility Bonds)

Moved by Commissioner Prestage, Seconded by Commissioner Morrison
Duly put and unanimously carried (4-0), it is ordered to approve Fourth Amendment to Professional Engineering Services Agreement between Fort Bend County and SES Horizon Consulting Engineers, Inc., for additional services in the amount of \$182,142; total contract amount not to exceed \$972,579 regarding Brand Lane, Mobility Bond Project No. 718/769, Precinct 2. (Fund: 2007 Mobility Bonds)

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Absent
Commissioner Patterson	Yes

April 7, 2015

28. SHERIFF'S OFFICE:

- A. Take all appropriate action on request to authorize payment by Invoice Transmittal in the amount of \$1,552.20 to Child Advocates of Fort Bend for reimbursement of carpet replaced without a purchase order. (Fund: Sheriff; Enforcement, Repairs and Maintenance)**

Moved by Commissioner Prestage, Seconded by Commissioner Patterson
Duly put and unanimously carried (4-0), it is ordered to authorize payment by Invoice Transmittal in the amount of \$1,552.20 to Child Advocates of Fort Bend for reimbursement of carpet replaced without a purchase order. (Fund: Sheriff; Enforcement, Repairs and Maintenance)

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Absent
Commissioner Patterson	Yes

Commissioner Patterson seconded with a note that this item did have a purchase order back in 2014 when it was approved but the work did not get done until 2015 so it becomes an invoice transmittal.

- B. Take all appropriate action on request to update the standard Fort Bend County Radio Use Agreements and increase monthly radio use fees, to be effective upon 90 days notice to participating agencies.**

Moved by Commissioner Prestage, Seconded by Commissioner Morrison
Duly put and unanimously carried (4-0), it is ordered to update the standard Fort Bend County Radio Use Agreements and increase monthly radio use fees, to be effective upon 90 days notice to participating agencies.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Absent
Commissioner Patterson	Yes

29. Approve Bills.

Moved by Commissioner Morrison, Seconded by Commissioner Prestage
Duly put and unanimously carried (4-0), it is ordered to approve bills in the amount of \$14,555,365.91.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Absent
Commissioner Patterson	Yes

April 7, 2015

30. Ratify the release of time sensitive bills by Auditor on April 2, 2015.

Moved by Commissioner Morrison, Seconded by Commissioner Prestage
Duly put and unanimously carried (4-0), it is ordered to ratify the release of time sensitive bills
by Auditor on April 2, 2015 in the amount of \$325,138.48.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Absent
Commissioner Patterson	Yes

Recess:

Recessed at 1:40 p.m.

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

- A. § 551.071. Consultation With Attorney. Commissioners Court will meet in Closed Session to seek the advice of its attorney about pending or contemplated litigation; a settlement offer; or on a matter in which the duty of the attorney to Commissioners Court under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Texas Government Code Chapter 551.**
- 1. Firethorne vs. Fort Bend County, et al; Case No. 15-DCV-221725 In the 268th Judicial District Court of Fort Bend County, Texas.**
 - 2. SOAH Docket No. 582-14-3090; TCEQ Docket No. 2014-0477-MWD; Application of Sage Fulshear East, LLC for Proposed Texas Pollutant Elimination System Discharge Permit No. WQ0015091001.**
- B. § 551.072. Deliberation Regarding Real Property. Commissioners Court will meet in Closed Session to deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.**

Acquisition for Right of Way Widening, Congestion Mitigation, Mobility Bond Project X23, Precinct 3.

Closed Session:

Convened at 1:54 p.m.
Adjourned at 1:59 p.m.

Reconvene:

Reconvened at 2:02 p.m.

April 7, 2015

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

A. § 551.071. Consultation With Attorney.

- 1. Firethorne vs. Fort Bend County, et al; Case No. 15-DCV-221725 In the 268th Judicial District Court of Fort Bend County, Texas.**

No action.

- 2. SOAH Docket No. 582-14-3090; TCEQ Docket No. 2014-0477-MWD; Application of Sage Fulshear East, LLC for Proposed Texas Pollutant Elimination System Discharge Permit No. WQ0015091001.**

No action.

B. § 551.072. Deliberation Regarding Real Property.

Acquisition for Right of Way Widening, Congestion Mitigation, Mobility Bond Project X23, Precinct 3.

Moved by Commissioner Prestage, Seconded by Commissioner Morrison
Duly put and unanimously carried (4-0) it is ordered to purchase Parcel 6 of the Congestion Mitigation Project - Mobility Bond Project X23 in the amount of \$35,828.00 plus necessary costs, not to exceed \$5,000.00; and authorize County Judge to sign all necessary closing documents. Right-of-Way Fund.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Absent
Commissioner Patterson	Yes

33. Adjournment.

Commissioners Court adjourned at 2:04 p.m. on Tuesday, April 7, 2015.

County # FORT BEND
District Houston
ROW CSJ # 0543-02-060
CCSJ # 0543-02-055
Federal Project # _____
Federal Highway Administration
CFDA # 20.205
Not Research and Development

**ATTACHMENT B
LOCATION MAP SHOWING PROJECT**

EXHIBIT A

County: Fort Bend
Highway: F.M. 359
Project Limits: at U.S. 90A and UPRR
RCSJ: 0543-02-060

PROPERTY DESCRIPTION FOR PARCEL 22RR

Being a 0.2241 of one acre (9,762 square feet) parcel of land out of the William Morton League, Abstract No. 62, Fort Bend County, Texas, same being out of that tract described in a deed from Mary Walker Frost to Union Pacific Railroad as executed on April 25, 1892 and recorded in Volume Y, Page 33 of the Deed Records of Fort Bend County (D.R.F.B.C.), Texas and in a deed from A.P. George and wife, Mamie E. George to Union Pacific Railroad as executed on February 8, 1941 and recorded in Volume 195, Page 5 of the D.R.F.B.C., said 0.2241 of one acre parcel of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod found in the north right-of-way line of said Union Pacific Railroad tract, same being at the southwest corner of that tract described as 25.806 acres in a deed from Dr. John A. Wall, et ux Melicent Q. Wall to C.M. Garver as executed on May 26, 1981 and recorded in Volume 970, Page 46 of the D.R.F.B.C., same being in the east right-of-way line of F.M. 359;

THENCE, South 63°58'09" West, with the north right-of-way line of said Union Pacific Railroad tract, a distance of 82.79 feet to a 5/8-inch iron rod with a Texas Department of Transportation aluminum cap set in the north right-of-way line said Union Pacific Railroad tract, for the POINT OF BEGINNING, having Coordinates of North=13,780,088.67 East=3,004,053.99;

- 1) THENCE, South 16°25'22" East, crossing said Union Pacific Railroad tract, a distance of 109.64 feet to a spindle set in the south right-of-way line of said Union Pacific Railroad tract, the north right-of-way line of U.S. 90A (width varies), and the north line of that tract described in a deed to the State of Texas, as executed on November 22, 1941 and recorded in Volume 201, Page 203 of the D.R.F.B.C., same being the beginning of a curve to the left;

EXHIBIT A

- 2) THENCE, southwesterly, along the south right-of-way line of said Union Pacific Railroad tract and the north right-of-way line of said U.S. 90A along said curve to the left, with an arc distance of 43.66 feet, a central angle of $00^{\circ}25'28''$, a radius of 5,779.25 feet, and a chord which bears South $59^{\circ}10'04''$ West a distance of 43.66 feet to a spindle set at the northwest corner of said State of Texas tract, same being the beginning of a curve to the left;
- 3) THENCE, southwesterly, along the south right-of-way line of said Union Pacific Railroad tract and the north right-of-way line of said U.S. 90A along said curve to the left, with an arc distance of 47.27 feet, a central angle of $00^{\circ}28'05''$, a radius of 5,786.84 feet, and a chord which bears South $57^{\circ}21'10''$ West a distance of 47.27 feet to a 5/8-inch iron rod with a Texas Department of Transportation aluminum cap set at the southwest corner of the herein described parcel;
- 4) THENCE, North $14^{\circ}39'53''$ West, crossing said Union Pacific Railroad tract, a distance of 119.01 feet to a 5/8-inch iron rod with a Texas Department of Transportation aluminum cap set at the northwest corner of the herein described parcel, same being in the north right-of-way line of said Union Pacific Railroad tract;
- 5) THENCE, North $57^{\circ}57'50''$ East, along the north right-of-way line of said Union Pacific Railroad tract, a distance of 4.98 feet to a 5/8-inch iron rod with a Texas Department of Transportation aluminum cap set in the north right-of-way line of said Union Pacific Railroad tract;
- 6) THENCE, North $63^{\circ}58'09''$ East, along the north right-of-way line of said Union Pacific Railroad tract, a distance of 80.36 feet to the POINT OF BEGINNING and containing 0.2241 of one acre (9,762 square feet) of land.

EXHIBIT A

All bearings are based on the Texas State Plane Coordinate System, South Central Zone, North American Datum 1983, 1993 Adjustment. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined scale factor of 1.00013. Source of bearings – the following stations were held horizontally: TXAC (CORS 96), TXHE (CORS 96), TXLM (CORS 96), TXRS (CORS 96).

** The monument described and set in this call may be replaced with a TxDOT Type II right-of-way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

A parcel plat of even date was prepared in conjunction with this property description.

Access will be permitted to the remainder property abutting the highway facility.

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

That I, Chris Conrad, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 8th day of October, 2014 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591

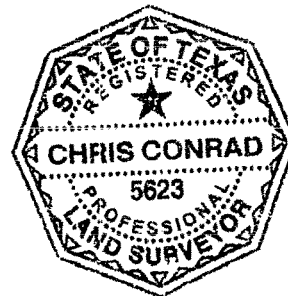


Chris Conrad, Reg. Professional Land Surveyor No. 5623

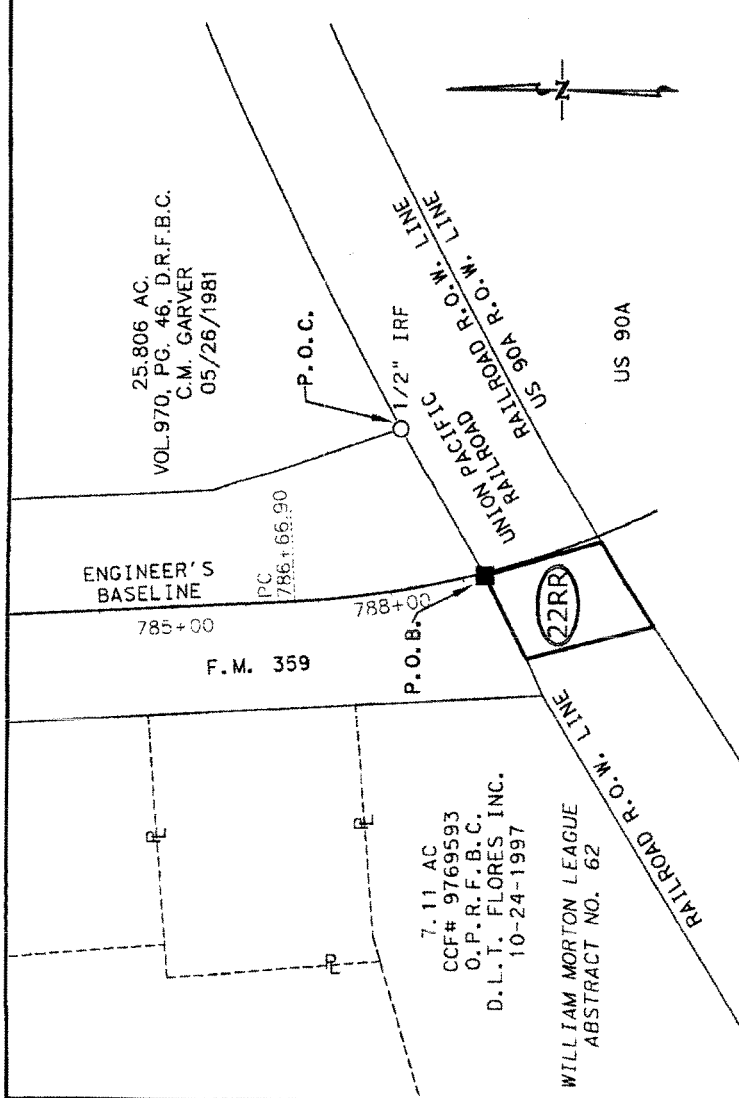
Note: There is a plat to accompany this description.

2014/Descriptions/FM 359/Parcel 22RR

Issued Prelim 09/19/14, Issued Final 10/8/14



- NOTES:
1. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 1993 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00013. SOURCE OF BEARINGS - THE FOLLOWING STATIONS WERE HELD HORIZONTALLY: TXAC (CORS), TXHE (CORS), TXLM (CORS), TXRS (CORS).
 2. DRAWINGS ARE BASED ON ABSTRACTING PERFORMED APRIL 2014.
 3. DRAWINGS ARE BASED ON FIELD SURVEYS PERFORMED APRIL 2014.
 4. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.
 5. THE ACREAGE CALCULATED AND SHOWN HEREON IS CONVERTED FROM THE SQUARE FOOTAGE SHOWN HERE ON AND IS FOR INFORMATIONAL PURPOSES ONLY.
 6. ** THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TXDOT TYPE II ROW MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR EITHER EMPLOYED OR RETAINED BY TXDOT.
 7. ACCESS WILL BE PERMITTED TO THE REMAINDER PROPERTY ABUTTING THE HIGHWAY FACILITY.



WHOLE PROPERTY INSERT
NOT TO SCALE

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

Chris Conrad

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623
DATE 10/08/2014



REVISIONS		
EXISTING	TAKING	REMAINING
N/A	0.2241 AC, 9,762 SQ.FT.	N/A

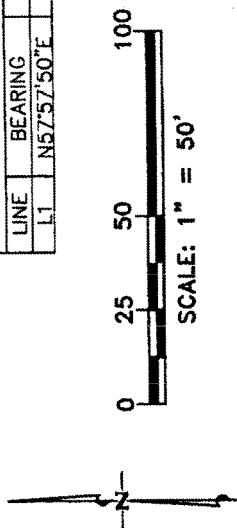
McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPLS FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PARCEL PLAT SHOWING
PARCEL 22RR
F.M. 359 AT US90A AND UPRR
FORT BEND COUNTY, TEXAS
R.O.W. C.S.J.: 0543-02-060

DATE: SEPTEMBER 2014	SCALE: N.T.S.
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CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	43.66'	5779.25'	00°25'58"	21.83'	S59°10'04"W	43.66'
C2	47.27'	5786.84'	00°28'05"	23.64'	S57°21'10"W	47.27'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N57°57'50"E	4.98'



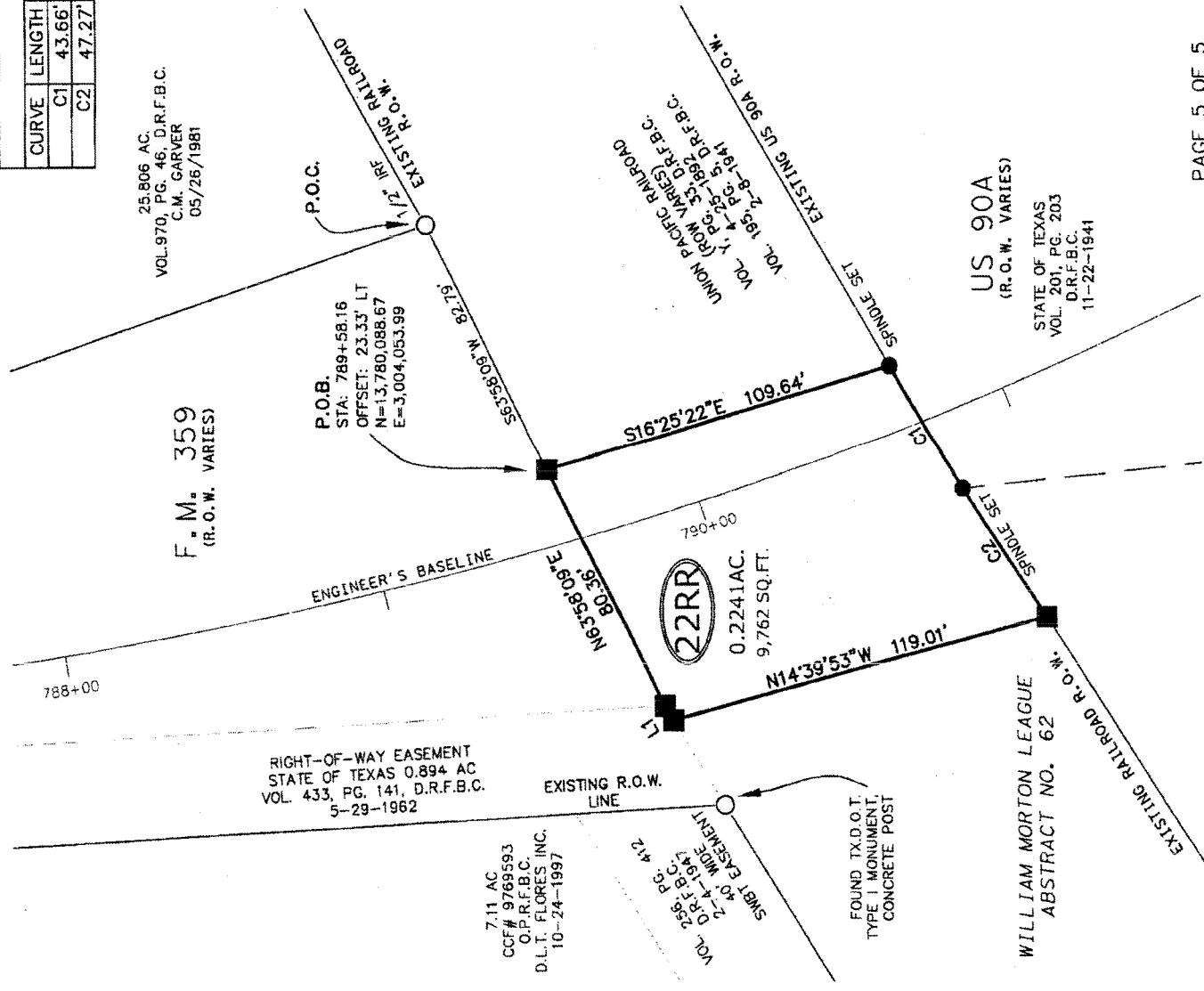
LEGEND

- FOUND MONUMENT (AS INDICATED)
- SET 5/8" IRON ROD WITH TX.D.O.T. ALUMINUM CAP
- SET MONUMENT (AS INDICATED)
- R.O.W.
- POINT OF BEGINNING
- POINT OF COMMENCEMENT
- O.P.R.R.P.H.C. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, HARRIS COUNTY
- O.P.R.F.B.C. OFFICIAL PUBLIC RECORDS FORT BEND COUNTY
- D.R.F.B.C. DEDD RECORDS FORT BEND COUNTY

McGRAY & McGRAY
LAND SURVEYORS, INC.
 TBPLS FIRM # 10095500
 3301 HANCOCK DRIVE #6
 AUSTIN, TEXAS 78731
 (512) 451-8591

PARCEL PLAT SHOWING
 PARCEL 22RR
 F.M. 359 AT US90A AND UPRR
 FORT BEND COUNTY, TEXAS
 R.O.W. C.S.J.: 0543-02-060

DATE: SEPTEMBER 2014 SCALE: 1"=50'



Calculation Sheet
Parcel 22RR (0.2241 AC.)

County: Fort Bend
Highway: FM 359
Project Limits: FM 359 AT US 90A & UPRR
RCSJ: 0543-02-060

MAPCHECK

POC North: 13780124.9630 East: 3004128.1910
Course: S 63-58-09 W Distance: 82.7917
POB North: 13780088.6694 East: 3004053.9796
Course: S 16-25-22 E Distance: 109.6400
North: 13779983.5025 East: 3004084.9773
Arc Length: 43.6601 Radius: 5779.2500 Delta: -0-25-58
Tangent: 21.8302 Chord: 43.6600 Ch Course: S 59-10-04 W
Course In: S 30-36-57 E Out: N 31-02-55 W
Ctr North: 13775009.8705 East: 3007028.2264
End North: 13779961.1257 East: 3004047.4877
Arc Length: 47.2701 Radius: 5786.8400 Delta: -0-28-05
Tangent: 23.6352 Chord: 47.2700 Ch Course: S 57-21-10 W
Course In: S 32-24-48 E Out: N 32-52-52 W
Ctr North: 13775075.8501 East: 3007149.3581
End North: 13779935.6252 East: 3004007.6860
Course: N 14-39-53 W Distance: 119.0100
North: 13780050.7583 East: 3003977.5572
Course: N 57-57-50 E Distance: 4.9800
North: 13780053.3999 East: 3003981.7788
Course: N 63-58-09 E Distance: 80.3600
North: 13780088.6663 East: 3004053.9869

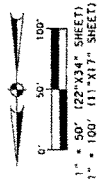
Perimeter: 404.9202

Area: 9762.0485 0.2241 acres

Mathematical Closure - (Uses Survey Units)

Error of Closure: 0.00792 Course: N 66-48-51 W

Precision 1: 51099.90



1" = 50' (22' X 34" SHEET)
1" = 100' (11' X 17" SHEET)

NOTES:

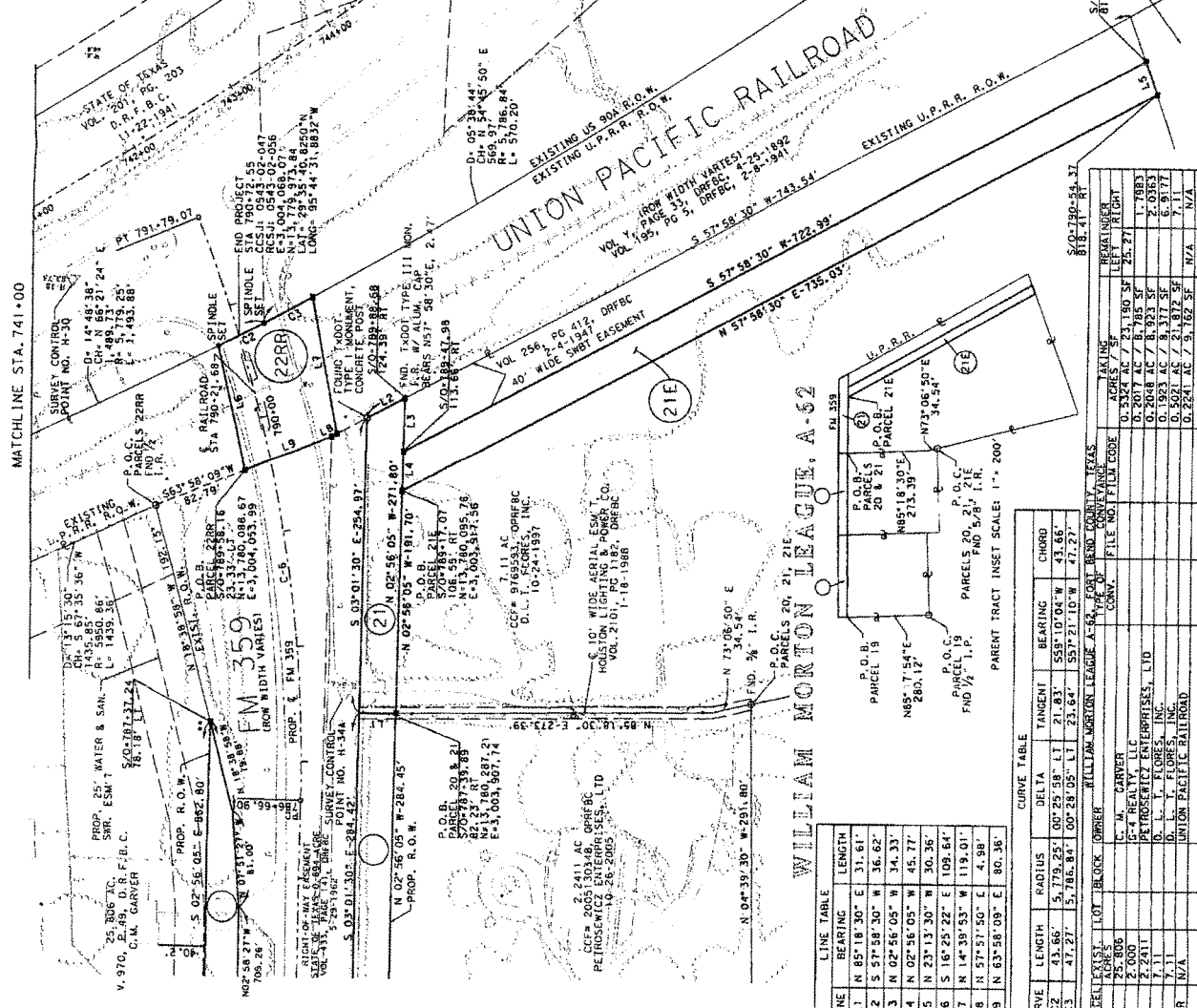
- ALL BEARINGS & COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM. DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00013.
- GROUND SURVEYS WERE CONDUCTED JUNE 2007.
- ** THE MONUMENT DESCRIBED AND SET IN THIS CALL MAY BE REPLACED WITH A TADPOD TYPE II ROW MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR EITHER EMPLOYED OR RETAINED BY TADPOD.

- LEGEND:**
- CENTER LINE
 - EXISTING R.O.W. LINE
 - PROPOSED R.O.W. LINE
 - PROPERTY LINE
 - SURVEY LINE
 - EASEMENT/ BUILDING LINE
 - MATCH LINE
 - FND TADPOD ROW MARKER
 - SET TADPOD ROW MARKER
 - FND (AS DESCRIBED)
 - SET (AS DESCRIBED)
 - PARCEL NUMBER

13.29 AC.
RICHMOND 90A, LTD. DIVISION
DOC. 20050139
7-26-2005

EM 359 CENTER LINE CURVE DATA

US 90A CENTER LINE CURVE DATA
CURVE CLASSIFICATION (C.C.)
P.L. STA. = 789+26.50
P.C. STA. = 789+26.50
P.T. STA. = 789+26.50
L = 1,407.30
R = 1,407.30
D = 29.05° 59'
CH = 5' 14" 27' 28" E - 508.72'
US 90A CENTER LINE CURVE DATA
CURVE CLASSIFICATION (C.C.)
P.L. STA. = 789+35.13
P.C. STA. = 789+35.13
P.T. STA. = 789+35.13
L = 1,407.30
R = 1,407.30
D = 29.05° 59'
CH = 5' 55" 24" 34" W - 2,276.68'



REVISIONS:

- 06/19/10 - Added Parcel 21R.
- 06/19/10 - Added Parcel 21E.
- 06/19/10 - Added Parcel 21C.
- 06/19/10 - Added Parcel 21B.
- 06/19/10 - Added Parcel 21A.
- 06/19/10 - Added Parcel 21D.
- 06/19/10 - Added Parcel 21F.
- 06/19/10 - Added Parcel 21G.
- 06/19/10 - Added Parcel 21H.
- 06/19/10 - Added Parcel 21I.
- 06/19/10 - Added Parcel 21J.
- 06/19/10 - Added Parcel 21K.
- 06/19/10 - Added Parcel 21L.
- 06/19/10 - Added Parcel 21M.
- 06/19/10 - Added Parcel 21N.
- 06/19/10 - Added Parcel 21O.
- 06/19/10 - Added Parcel 21P.
- 06/19/10 - Added Parcel 21Q.
- 06/19/10 - Added Parcel 21R.
- 06/19/10 - Added Parcel 21S.
- 06/19/10 - Added Parcel 21T.
- 06/19/10 - Added Parcel 21U.
- 06/19/10 - Added Parcel 21V.
- 06/19/10 - Added Parcel 21W.
- 06/19/10 - Added Parcel 21X.
- 06/19/10 - Added Parcel 21Y.
- 06/19/10 - Added Parcel 21Z.

MAP DATE: 06/17/2014

PROJECT NO.: 06012014

CLIENT: KMO & Associates, Inc.

CONSULTING ENGINEERS & SURVEYORS

1500 Stemmed Ave., Suite 115, Houston, Texas 77056

REG. NO. 11242-20-2000

REG. EXPIRES: 06/30/2014

FILE NO.	15A
DIST.	02
COUNTY	02
PRECEDENCE	02
DATE	06/17/2014
PROJECT NO.	06012014
CLIENT	KMO & Associates, Inc.
ENGINEER	02
DATE	06/17/2014
PROJECT NO.	06012014

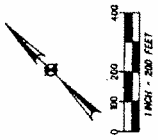
SEE PARCEL PLAT 21 & 21E

CURVE TABLE

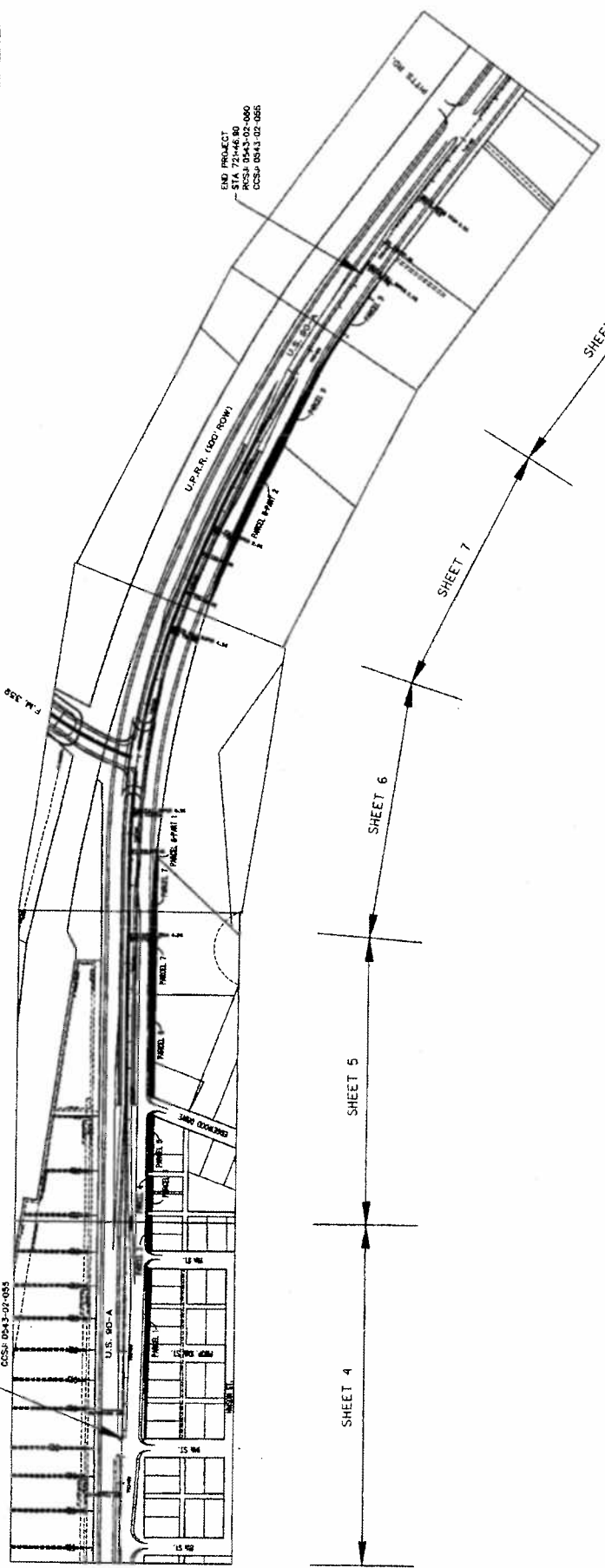
CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	43.66'	5,779.25'	00° 25' 38"	L1 21.83'	558° 10' 04" W	43.66'
C2	47.27'	5,786.84'	00° 28' 05"	L1 23.64'	557° 21' 10" W	47.27'
C3	47.27'	5,786.84'	00° 28' 05"	L1 23.64'	557° 21' 10" W	47.27'

PARCEL	OWNER	TYPE OF CONVEY.	FILE NO.	FILM CODE	REMARKS
19	C. M. GARDNER	RIGHT	02-1905-50-51	818-11-R	25.27' SF
20	G-4 REALTY, LLC	LEFT	02-1905-50-51	818-11-R	25.27' SF
21	PETROBRITZ ENTERPRISES, LTD	RIGHT	02-1905-50-51	818-11-R	25.27' SF
22	D. L. FLORES, INC.	RIGHT	02-1905-50-51	818-11-R	25.27' SF
23	WILLIAM MORTON LEAGUE A-52	RIGHT	02-1905-50-51	818-11-R	25.27' SF
24	UNION PACIFIC RAILROAD	RIGHT	02-1905-50-51	818-11-R	25.27' SF

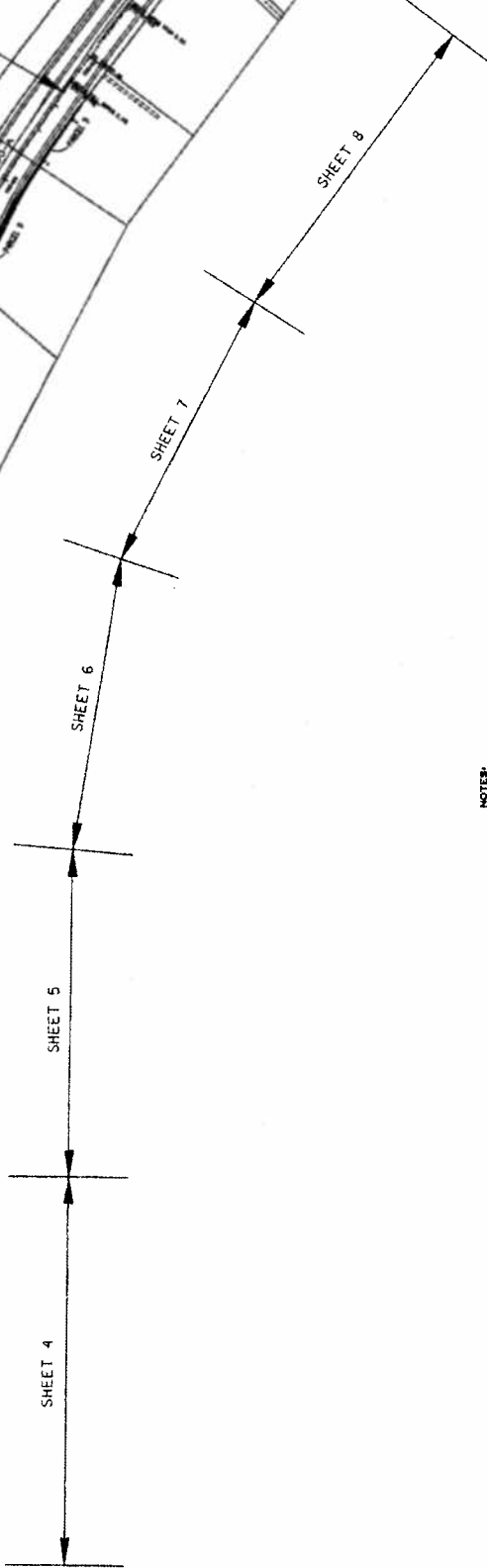
WILLIAM MORTON LEAGUE A-62



BCRM PROJECT
STA 766+30.92
RCSJ 0543-02-060
CCSJ 0543-02-065



END PROJECT
STA 721+46.80
RCSJ 0543-02-060
CCSJ 0543-02-065



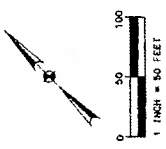
REV. 07-07-08 CHANGED PARCEL NUMBERS
AUG. 1, 2008

U.S. 90
LIMITS AT U.S. 90-A AND U.P.R.R.

R.O.W. MAP	
NO.	DESCRIPTION
1	U.S. 90
2	U.P.R.R. 100' ROW
3	U.S. 90-A
4	EMERGENCY DRIVE
5	F.M. 350
6	U.S. 90
7	U.S. 90
8	U.S. 90
9	U.S. 90
10	U.S. 90
11	U.S. 90
12	U.S. 90
13	U.S. 90
14	U.S. 90
15	U.S. 90
16	U.S. 90
17	U.S. 90
18	U.S. 90
19	U.S. 90
20	U.S. 90

NOTES:
1. ALL BEARINGS & COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM SOUTH CENTRAL ZONE. THE STATE PLANE COORDINATE SYSTEM SOUTH CENTRAL ZONE IS SHOWN AND SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00002.

WILLIAM MORTON SURVEY, A-63



- NOTES:**
1. ALL BEARINGS & DISTANCES ARE BASED ON THE BEAS AND S. 1983 ADJ. ALL DISTANCES AND COORDINATES ARE IN FEET AND DECIMALS THEREOF AND ARE TO BE ADJUSTED BY THE SURVEYOR'S ADJUSTMENT.
 2. THE SURVEY WAS CONDUCTED ON OCTOBER 2007.
 3. THE MONUMENT DESCRIBED AND SET IN THIS CALL WAS FOUND TO BE IN PLACE AND THE SURVEYOR'S ADJUSTMENT WAS MADE UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR. CHANGES INDICATED OR SETBACKS BY 1 FOOT.

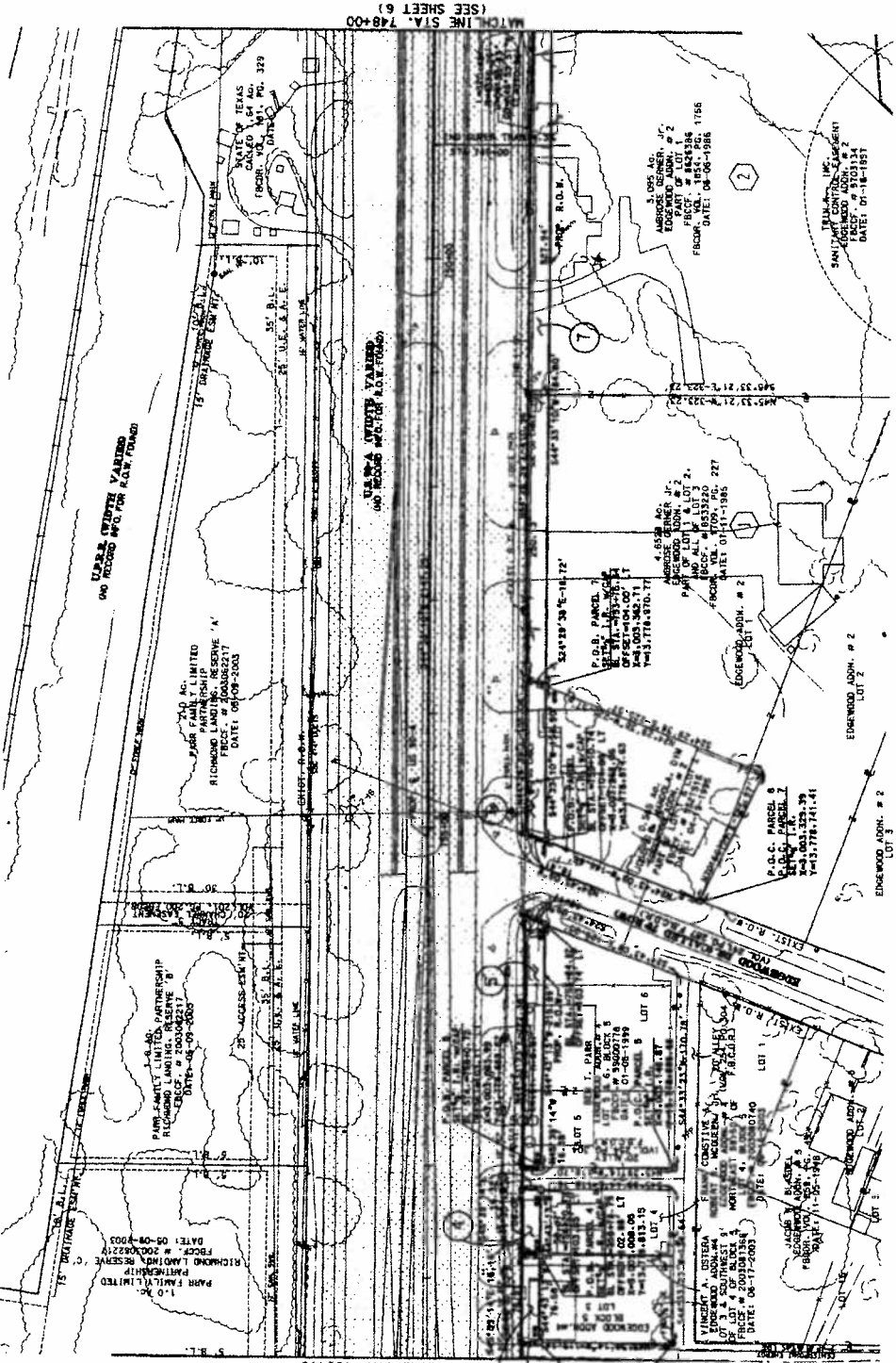
- LEGEND:**
- CENTER LINE
 - EXISTING R.O.S. LINE
 - PROPOSED R.O.S. LINE
 - PROPERTY LINE
 - CONCRETE
 - WATER LINE
 - ENGINEERING BUILDING LINE
 - CHG. TROTT ROW MARKER
 - SET TROTT ROW MARKER
 - PHD (AS DESCRIBED)
 - SET (AS DESCRIBED)
 - PARCEL NUMBER
 - TRACT NUMBER

REV. 03-08 CHANGED PARCEL NUMBERS FROM 20 TO 31 TO 44 TO 63 TO 64 & 10-7

Geo & Associates, Inc.
 10000 West Loop West, Suite 1000, Houston, Texas 77042
 (713) 865-1111
 www.geoassoc.com

B.O.W. MAP
 PLAN NO. 10000
 COUNTY OF DALLAS
 DATE: 01-18-1957

DATE	01-18-1957
BY	Geo & Associates, Inc.
FOR	Geo & Associates, Inc.
SCALE	1" = 40'
TRACT NO.	10000
SECTION	10
TOWNSHIP	10N
RANGE	10E
PREPARED BY	Geo & Associates, Inc.



MATCHLINE STA. 748+00 (SEE SHEET 6)

MATCHLINE STA. 759+70 (SEE SHEET 4)

- 44-28-14
 15-84
- P.O.B. PARCEL 3
 15-84
 OFF SET 102-65 LT
 4-5-002-855-17
 1-13-778-556-13
- P.O.C. PARCEL 3
 15-84
 1-13-778-556-13

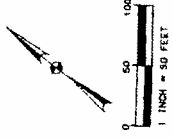
PARENT TRACT INSET SCALE: 1" = 400'



WILLIAM MORTON SURVEY, A-62

PARCEL BLOCK NO.	LOT NO.	AREA	OWNER	TYPE OF CONVEYANCE	TAXES PAID	REMARKS
3	1	0.234 ac.	WILLIAM MORTON	RESERVE	None	None
4	1	0.234 ac.	WILLIAM MORTON	RESERVE	None	None
5	1	0.234 ac.	WILLIAM MORTON	RESERVE	None	None
6	1	0.234 ac.	WILLIAM MORTON	RESERVE	None	None
7	1	0.234 ac.	WILLIAM MORTON	RESERVE	None	None

WILLIAM MORTON SURVEY, A-62



- NOTES:
1. ALL BEARINGS & DISTANCES ARE BASED ON THE TEXAS STATE PLANS COORDINATE SYSTEM. ALL DISTANCES AND BEARINGS ARE IN DECIMAL DEGREES, MINUTES AND SECONDS BY MEANS OF A COMBINED STATE FACTOR.
 2. OWNERS SURVEYS WERE CONDUCTED IN OTHER BOOKS.
 3. BE HAVING BEEN ADVISED AND SET IN THIS CALL MAY BE SUBJECT TO THE HIGHWAY CONSTRUCTION PROGRAM OF THE COMMISSION OF THE HIGHWAY CONSTRUCTION PROGRAM. THE EITHER LANDS OR ARE RETURNED BY TOST.

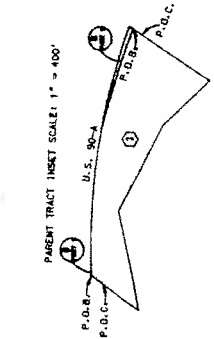
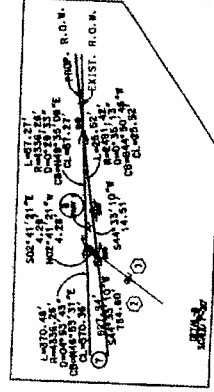
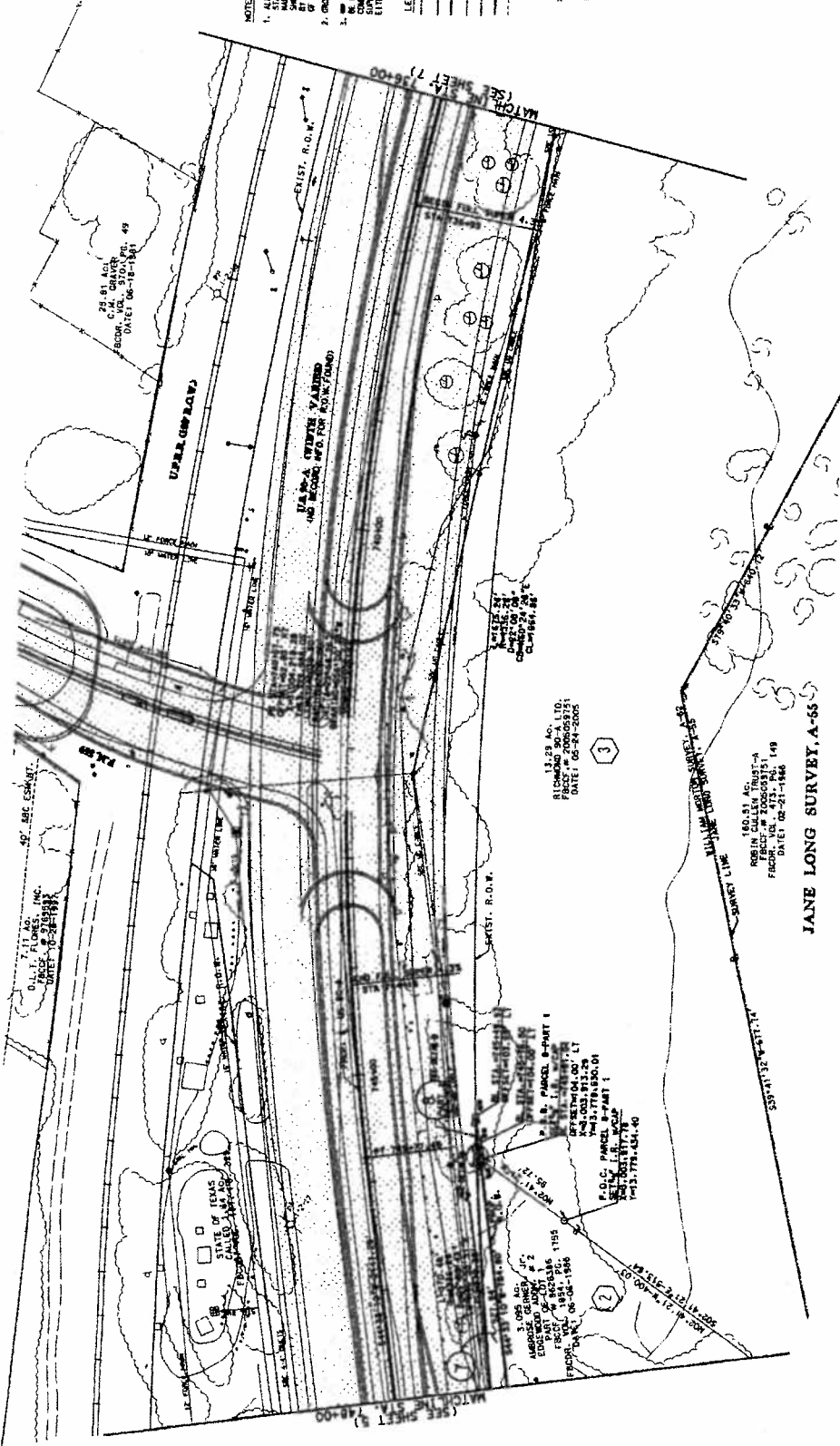
- LEGEND:
- CENTER LINE
 - EXISTING R.O.M. LINE
 - PROPOSED R.O.M. LINE
 - PROPERTY LINE
 - SURVEY LINE
 - MATCH LINE
 - CLASSMENT/ BUILDING LINE
 - PAO TROOP POB NUMBER
 - SET TROOP POB NUMBER
 - FIND (AS DESCRIBED)
 - SET (AS DESCRIBED)
 - PARCEL NUMBER
 - TRACT NUMBER

REV. 07-08 CHANGED PARCEL NUMBERS FROM 8 TO 7, 8 TO 7A TO 8 PART 1

Kro & Associates, Inc.
 Consulting Engineers & Surveyors
 1107 West 10th Street, Suite 100
 Fort Worth, Texas 76102
 PH: 817-339-9999

R.O.M. MAP
 PN 330
 LIMITS AT U.S. 80-A AND U.P.R.R.

TRACT	NO.	SECTION	RANGE	COUNTY	STATE
8	330	10	10N	TARRANT	TX
7	330	10	10N	TARRANT	TX
7A	330	10	10N	TARRANT	TX
8 PART 1	330	10	10N	TARRANT	TX



WILLIAM MORTON SURVEY, A-62

PARCEL NO.	TRACT NO.	AREA	OWNER	TYPE OF CONVEYANCE	DATE	BOOK	PAGE	RECORD NO.	DATE
8	330								
7	330								
7A	330								
8 PART 1	330								

JANE LONG SURVEY, A-65

160.91 AC.
 ROSE IN CULLEN TRUST-A
 FORDOR VOL. 413, PG. 149
 DATE: 02-21-1946

11.03 AC. LTO.
 FORDOR VOL. 20809751
 DATE: 02-24-2005

3.08 AC. TRACT # 2
 UNRECORDED LTO
 FORDOR VOL. 828436
 DATE: 02-24-1996

143.778 AC. TRACT # 1
 UNRECORDED LTO
 FORDOR VOL. 1778-830-01
 DATE: 02-24-1996

143.778 AC. TRACT # 1
 UNRECORDED LTO
 FORDOR VOL. 1778-830-01
 DATE: 02-24-1996

EXHIBIT _____

County: Fort Bend
Highway: F.M. 359
Project Limits: At US90A and UPRR
RCSJ: 0543-02-060

PROPERTY DESCRIPTION FOR PARCEL 21

BEING A 0.1923 ACRE (8,377 SQUARE FEET) PARCEL OF LAND IN THE WILLIAM MORTON LEAGUE, ABSTRACT NO. 62, FORT BEND COUNTY, TEXAS, BEING OUT OF AND A PART OF A TRACT DESCRIBED AS 7.11 ACRES IN A DEED TO D.L.T. FLORES INC., OF RECORD IN DOCUMENT NO. 9769593, EXECUTION DATE OCTOBER 24, 1997, OFFICIAL PUBLIC RECORDS, FORT BEND COUNTY, TEXAS; SAID 0.1923 OF ONE ACRE OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8" iron rod found in the north line of said Flores tract, same being at the southwest corner of that tract described as 2.2411 acres in a deed to Petrosewicz Enterprises, LTD., of record in Document No. 2005130348, execution date October 21, 2005, Official Public Records, Fort Bend County, Texas;

THENCE, with the north line of said Flores tract and the south line of said Petrosewicz tract, North 73°06'50" East, a distance of 34.54 feet to a calculated point at an angle point in the north line of said Flores tract and the south line of said Petrosewicz tract;

THENCE, continuing with the north line of said Flores tract and the south line of said Petrosewicz tract, North 85°18'30" East, a distance of 273.39 feet to a 5/8" iron rod set with a Texas Department of Transportation aluminum cap at the northwest corner of the herein described parcel in the proposed west right-of-way line of F.M. 359, 82.23 feet right of Engineer's Baseline Station 787+39.89, for the POINT OF BEGINNING, having Coordinates of North = 13,780,287.21 East = 3,003,907.74;

Revised April, 2014

June, 2007

Parcel 21

Page 4 of 5

2

EXHIBIT _____

- 1) THENCE, with the north line of the herein described parcel, the north line of said Flores tract, and the south line of said Petrosewicz tract, **North 85°18'30" East**, a distance of **31.61 feet** to a point at the northeast corner of the herein described parcel, the northeast corner of said Flores tract, and the southeast corner of said Petrosewicz tract, same being in the west line of that tract described as 0.894 of one acre in a deed to the State of Texas, of record in Volume 433, Page 141, execution date May 29, 1962, Deed Records, Fort Bend County, Texas, and the existing west right-of-way line of F.M. 359;
- 2) THENCE, with the east line of the herein described parcel, the east line of said Flores tract, the west line of said State of Texas tract, and the existing west right-of-way line of F.M. 359, **South 03°01'30" East**, a distance of **254.97 feet** to a Texas Department of Transportation Type I concrete monument found at the southeast corner of the herein described parcel, the southeast corner of said Flores tract, and the southwest corner of the said State of Texas tract, same being in the existing west right-of-way line of F.M. 359 and the existing north right-of-way line of the Union Pacific Railroad, of record in Volume Y, Page 33, execution date September 25, 1902, Deed Records, Fort Bend County, Texas, and Volume 195, Page 5, execution date February 18, 1941, Deed Records, Fort Bend County, Texas;
- 3) THENCE, with the south line of the herein described parcel, the south line of said Flores tract, and the existing north right-of-way line of the Union Pacific Railroad, **South 57°58'30" West**, a distance of **36.62 feet** to a 5/8" iron rod set with a Texas Department of Transportation aluminum cap in the proposed west right-of-way of F.M. 359, 124.39 feet right of Engineer's Baseline Station 789+88.68, at the southwest corner of this herein described parcel, from which a Texas Department of Transportation Type III monument found bears North 57°58'30" East, a distance of 2.47 feet;

EXHIBIT

3

- 4) THENCE, with the proposed west right-of-way line of F.M. 359 and the west line of the herein described parcel, crossing said Flores tract, **North 02°56'05" West**, a distance of **271.80 feet** to the POINT OF BEGINNING and containing 0.1923 of one acre (8,377 square feet) of land.

All bearings are based on the Texas State Plane Coordinate System, South Central Zone, North American Datum 1983, 1993 Adjustment. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined scale factor of 1.00013.

A parcel plat of even date was prepared in conjunction with this property description

The field survey was completed in June 2007.

Access will be permitted to the remainder property abutting the highway facility.

**The monument described and set in this call may be replaced with a TxDOT TYPE II right-of-way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

Revision April, 2014 – Decreased taking.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591



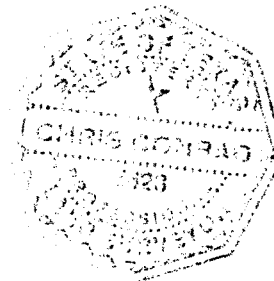
6/17/14

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Note: There is a plat to accompany this description.

2014/Descriptions /FM 359/Parcel 21

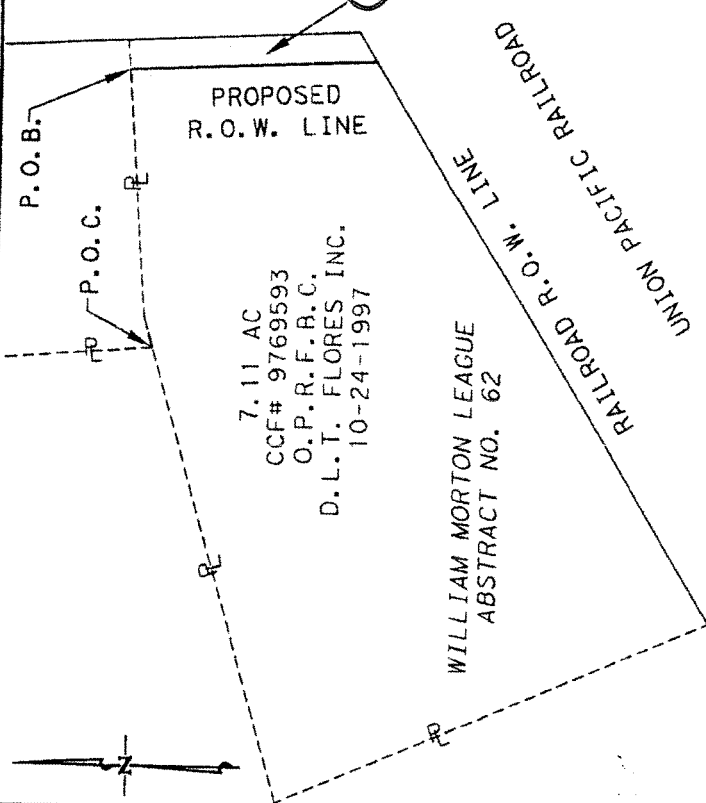
Issued 04/23/14; Rev. May 13, 2014; Rev. June 17, 2014



NOTES:
 1. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 1993 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00013.

- 2. DRAWINGS ARE BASED ON ABSTRACTING PERFORMED APRIL 2014.
- 3. DRAWINGS ARE BASED ON FIELD SURVEYS PERFORMED APRIL 2014.
- 4. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.
- 6. THE ACREAGE CALCULATED AND SHOWN HEREON IS CONVERTED FROM THE SQUARE FOOTAGE SHOWN HERE ON AND IS FOR INFORMATIONAL PURPOSES ONLY.
- 7. ** THE MONUMENT DESCRIBED AND SET IN THIS CALL MAY BE REPLACED WITH A TXDOT TYPE II ROW MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR EITHER EMPLOYED OR RETAINED BY TXDOT.

PC
 786+66.90
 F.M. 359
 788+00
 790+00
 ENGINEER'S BASELINE



7.11 AC
 CCF# 9769593
 O.P. R.F.B.C.
 D. L. T. FLORES, INC.
 10-24-1997

WILLIAM MORTON LEAGUE
 ABSTRACT NO. 62

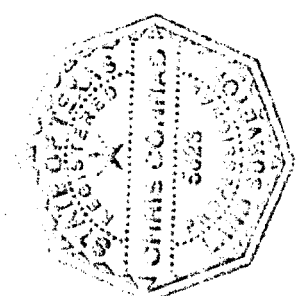
RAILROAD R.O.W. LINE
 UNION PACIFIC RAILROAD

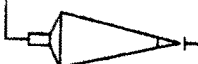
WHOLE PROPERTY INSERT
 NOT TO SCALE

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

Chris Conrad

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623
 DATE 06/17/2014



REVISIONS		
4/23/2014 DECREASE TAKING		
EXISTING	TAKING	REMAINING
7.11 AC. 309,712 SQ.FT.	0.1923 AC. 8,377 SQ.FT.	6.9177 AC. 301,335 SQ.FT. RT.
 McGRAY & McGRAY LAND SURVEYORS, INC. TBPLS FIRM # 10095500 3301 HANCOCK DRIVE #6 AUSTIN, TEXAS 78731 (512) 451-8591		
PARCEL PLAT SHOWING PARCEL 21 F.M. 359 AT US90A AND UPRR FORT BEND COUNTY, TEXAS R.O.W. C.S.J.: 0543-02-060		
DATE: APRIL 2014	SCALE: N.T.S.	

**Calculation Sheet
Parcel 21 (0.1923 AC.)**

County: Fort Bend
Highway: FM 359
Project Limits: FM 359 AT US 90A & UPRR
RCSJ: 0543-02-060

SKETCH MAPCHECK

POB North: 13779036.6954 East: 3004475.7824
Course: N 85-18-30 E Distance: 31.6100
North: 13779039.2808 East: 3004507.2865
Course: S 03-01-30 E Distance: 254.9700
North: 13778784.6661 East: 3004520.7417
Course: S 57-58-30 W Distance: 36.6200
North: 13778765.2469 East: 3004489.6946
Course: N 02-56-05 W Distance: 271.8000
North: 13779036.6905 East: 3004475.7789
Perimeter: 595.0000

Area: 8377.5147 0.1923 acres
Mathematical Closure - (Uses Survey Units)
Error of Closure: 0.00597 Course: N 35-05-46 E
Precision 1: 99641.92

DESCRIPTION MAPCHECK

POB North: 13779095.5729 East: 3004931.5464
Course: N 85-18-30 E Distance: 31.6100
North: 13779098.1584 East: 3004963.0505
Course: S 03-01-30 E Distance: 254.9700
North: 13778843.5436 East: 3004976.5057
Course: S 57-58-30 W Distance: 36.6200
North: 13778824.1244 East: 3004945.4586
Course: N 02-56-05 W Distance: 271.8000
North: 13779095.5680 East: 3004931.5430
Perimeter: 595.0000

Area: 8377.5147 0.1923 acres
Mathematical Closure - (Uses Survey Units)
Error of Closure: 0.00597 Course: N 35-05-46 E
Precision 1: 99641.92

RIGHT-OF-WAY PLAN SHEET MAPCHECK

POB North: 13779103.5366 East: 3005385.2878
Course: N 85-18-30 E Distance: 31.6100
North: 13779106.1221 East: 3005416.7918
Course: S 03-01-30 E Distance: 254.9700
North: 13778851.5073 East: 3005430.2470
Course: S 57-58-30 W Distance: 36.6200
North: 13778832.0882 East: 3005399.2000
Course: N 02-56-05 W Distance: 271.8000
North: 13779103.5317 East: 3005385.2843
Perimeter: 595.0000

Area: 8377.5147 0.1923 acres
Mathematical Closure - (Uses Survey Units)
Error of Closure: 0.00597 Course: N 35-05-46 E
Precision 1: 99641.92

EXHIBIT _____

County: Fort Bend
Highway: F.M. 359
Project Limits: At US90A and UPRR
RCSJ: 0543-02-060

PROPERTY DESCRIPTION FOR PARCEL 21E

BEING A 0.5021 ACRE (21,872 SQUARE FEET) PARCEL OF LAND IN THE WILLIAM MORTON LEAGUE, ABSTRACT NO. 62, FORT BEND COUNTY, TEXAS, BEING OUT OF AND A PART OF A TRACT DESCRIBED AS 7.11 ACRES IN A DEED TO D.L.T. FLORES INC., OF RECORD IN DOCUMENT NO. 9769593, EXECUTION DATE OCTOBER 24, 1997, OFFICIAL PUBLIC RECORDS, FORT BEND COUNTY, TEXAS; SAID 0.5021 OF ONE ACRE OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8" iron rod found in the north line of said Flores tract, same being at the southwest corner of that tract described as 2.2411 acres in a deed to Petrosewicz Enterprises, LTD., of record in Document No. 2005130348, execution date October 21, 2005, Official Public Records, Fort Bend County, Texas;

THENCE, with the north line of said Flores tract and the south line of said Petrosewicz tract, North 73°06'50" East, a distance of 34.54 feet to a calculated point at an angle point in the north line of said Flores tract and the south line of said Petrosewicz tract;

THENCE, continuing with the north line of said Flores tract and the south line of said Petrosewicz tract, North 85°18'30" East, a distance of 273.39 feet to a 5/8" iron rod set with a Texas Department of Transportation aluminum cap in the proposed west right-of-way line of F.M. 359;

THENCE, with the proposed west right-of-way line of F.M. 359, crossing said Flores tract South 02°56'05" East, a distance of 191.70 feet to a 5/8" iron rod set with a Texas Department of Transportation aluminum cap at the northwest corner of the herein described parcel, 106.55 feet right of Engineer's Baseline Station 789+17.07, for the POINT OF BEGINNING, having Coordinates of North = 13,780,095.76 East = 3,003,917.56;

EXHIBIT _____

- 1) THENCE, with the east line of the herein described parcel, the proposed west right-of-way line of F.M. 359, and crossing said Flores tract, **South 02°56'05" East**, a distance of **34.33 feet** to a 5/8" iron rod set with Texas Department of Transportation aluminum cap, 113.66 feet right of Engineer's Baseline Station 789+47.98, at the southeast corner of the herein described parcel, same being in the north line of a 40 foot Southwestern Bell Telephone Easement, of record in Volume 256, Page 412, execution date February 4, 1947, Deed Records, Fort Bend County, Texas, from which a 5/8" iron rod set with a Texas Department of Transportation in the proposed west right-of-way line of F.M. 359 and existing north right-of-way line of the Union Pacific Railroad, of record in Volume Y, Page 33, execution date September 25, 1902, Deed Records, Fort Bend County, Texas, and Volume 195, Page 5, execution date February 18, 1941, Deed Records, Fort Bend County, Texas, bears South 02°56'05" East, a distance of 45.77 feet;
- 2) THENCE, with the south line of the herein described parcel, the north line of said South Western Bell Telephone Easement, and crossing said Flores tract, **South 57°58'30" West**, a distance of **722.99 feet** to a 5/8" iron rod set with a Texas Department of Transportation aluminum cap, 817.12 feet right of Engineer's Baseline Station 790+54.37, at the southwest corner of the herein described parcel, same being in the west line of said Flores tract, and the east line of that tract described as 7.6387 acres in a deed to Fort Bend County Municipal Utility District No. 140, of record in Document No. 2007067085, execution date May 29, 2007, Official Public Records, Fort Bend County, Texas;
- 3) THENCE, with the west line of the herein described parcel, the west line of said Flores tract, and the east of said Fort Bend County Municipal tract, **North 23°13'30" West**, a distance of **30.36 feet** to a 5/8" iron rod set with Texas Department of Transportation aluminum cap, 818.41 feet right of Engineer's Baseline Station 790+54.37, at the northwest corner of the herein described parcel;

EXHIBIT _____

- 4) THENCE, with the north line of the herein described parcel, crossing said Flores tract, 30 feet north of and parallel to the south line of the herein described parcel **North 57°58'30" East**, a distance of **735.03** feet to the POINT OF BEGINNING and containing 0.5021 of one acre (21,872 square feet) of land.

All bearings are based on the Texas State Plane Coordinate System, South Central Zone, North American Datum 1983, 1993 Adjustment. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined scale factor of 1.00013.

A parcel plat of even date was prepared in conjunction with this property description

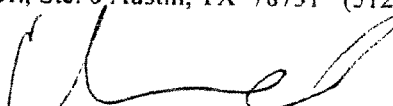
The field survey was completed in May 2014.

Access will be permitted to the remainder property abutting the highway facility.

**The monument described and set in this call may be replaced with a TxDOT TYPE II right-of-way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or obtained by TxDOT.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591



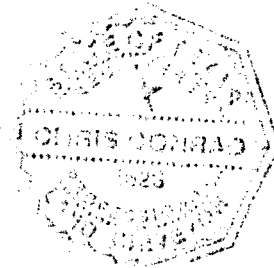
6/17/14

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Note: There is a plat to accompany this description.

2014/Descriptions /FM 359/Parcel 21E

Issued 04/23/14; Rev. May 13, 2014; Rev. June 17, 2014



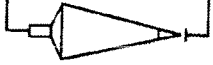
NOTES:

1. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 1983 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00013.
2. DRAWINGS ARE BASED ON ABSTRACTING PERFORMED APRIL 2014.
3. DRAWINGS ARE BASED ON FIELD SURVEYS PERFORMED APRIL 2014.
4. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.
5. THE ACREAGE CALCULATED AND SHOWN HEREON IS CONVERTED FROM THE SQUARE FOOTAGE SHOWN HERE ON AND IS FOR INFORMATIONAL PURPOSES ONLY.
6. ** THE MONUMENT DESCRIBED AND SET IN THIS CALL MAY BE REPLACED WITH A TXDOT TYPE II ROW MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR EITHER EMPLOYED OR RETAINED BY TXDOT.

REVISIONS

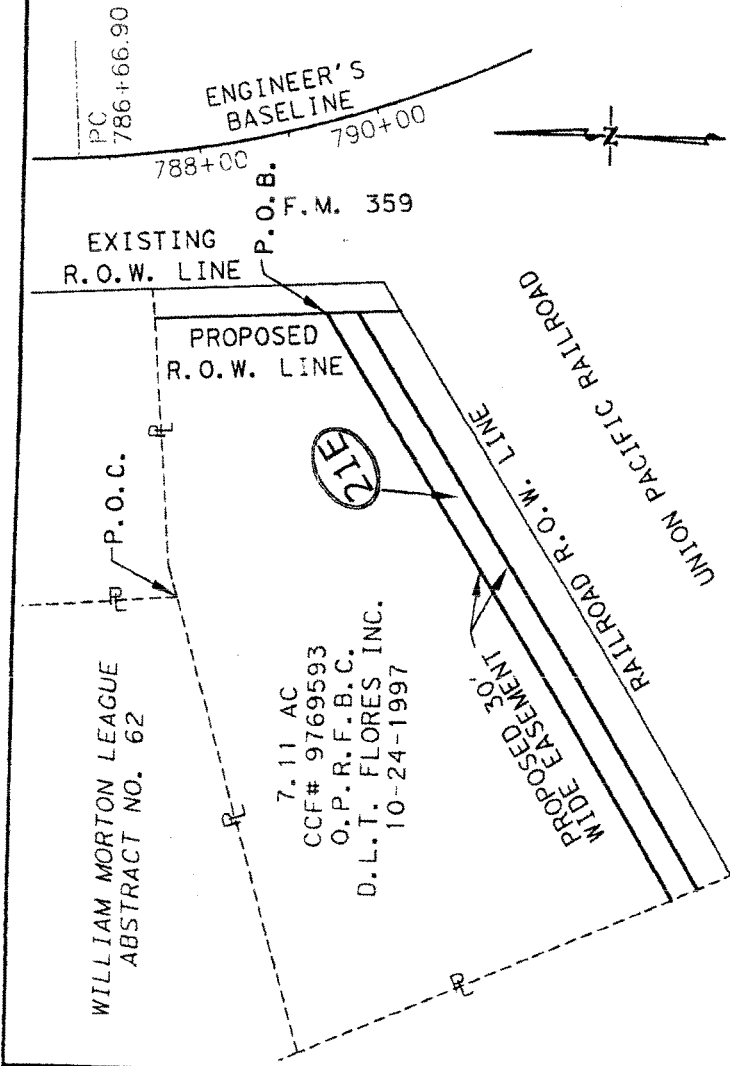
EXISTING	TAKING	REMAINING
7.11 AC 309,712 SQ. FT.	0.5021 AC. 21,872 SQ.FT.	7.11 AC 309,712 SQ. FT.

McGRAY & McGRAY
LAND SURVEYORS, INC.
 TBPLS FIRM # 10095500
 3301 HANCOCK DRIVE #6
 AUSTIN, TEXAS 78731
 (512) 451-8591



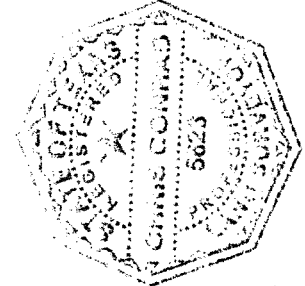
PARCEL PLAT SHOWING
 PARCEL 21E
 F.M. 359 AT US90A AND UPRR
 FORT BEND COUNTY, TEXAS
 R.O.W. C.S.J.: 0543-02-060

DATE: APRIL 2014 SCALE: N.T.S.



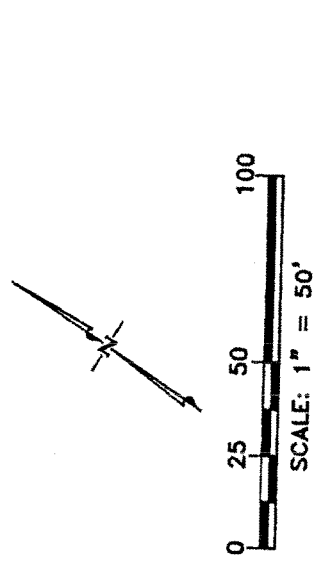
WHOLE PROPERTY INSERT
 NOT TO SCALE

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.



Chris Conrad

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE 06/17/2014

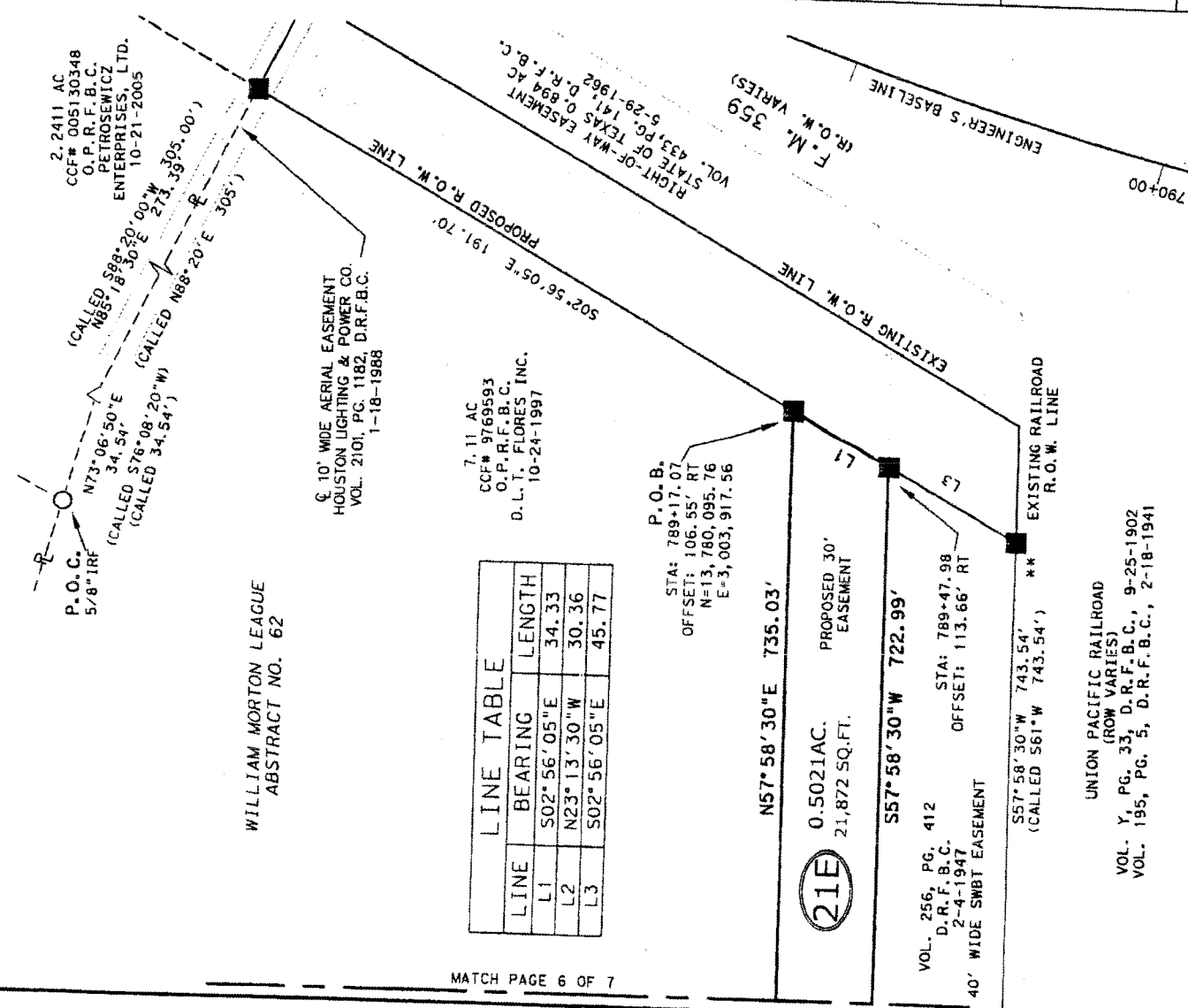


- LEGEND**
- FOUND MONUMENT (AS INDICATED)
 - △ CALCULATED POINT, NOT SET
 - SET 5/8" IRON ROD WITH TX.D.O.T. ALUMINUM CAP
 - R.O.W. RIGHT-OF-WAY
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT
 - O.P.R.R.P.H.C. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, HARRIS COUNTY
 - O.P.R.F.B.C. OFFICIAL PUBLIC RECORDS FORT BEND COUNTY
 - D.R.F.B.C. DEED RECORDS FORT BEND COUNTY
 - ℙ PROPERTY LINE

McGRAY & McGRAY
LAND SURVEYORS, INC.
 TBPLS FIRM # 10095500
 3301 HANCOCK DRIVE #6
 AUSTIN, TEXAS 78731
 (512) 451-8591

PARCEL PLAT SHOWING
 PARCEL 21E
 F.M. 359 AT US90A AND UPRR
 FORT BEND COUNTY, TEXAS
 R.O.W. C.S.J.: 0543-02-060

DATE: APRIL 2014 SCALE: 1"=50'



LINE TABLE	
LINE	BEARING LENGTH
L1	S02°56'05"E 34.33
L2	N23°13'30"W 30.36
L3	S02°56'05"E 45.77

21E
 0.5021AC.
 21,872 SQ.FT.

40' WIDE SWBT EASEMENT
 VOL. 256, PG. 412
 D.R.F.B.C.
 2-4-1947
 STA: 789+47.98
 OFFSET: 113.66' RT

EXISTING RAILROAD R.O.W. LINE
 **
 S57°58'30"W 743.54'
 (CALLED S61"W 743.54')

LINE TABLE		
LINE	BEARING	LENGTH
L1	S02° 56' 05" E	34.33
L2	N23° 13' 30" W	30.36
L3	S02° 56' 05" E	45.77

WILLIAM MORTON LEAGUE
ABSTRACT NO. 62

7.11 AC
CCF# 9769593
O.P., R.F.B.C.
D.L.T. FLORES INC.
10-24-1997

MATCH PAGE 5 OF 7

N57° 58' 30" E 735.03'

21E

0.5021AC.
21,872 SQ.FT.

PROPOSED 30'
EASEMENT

S57° 58' 30" W 722.99'

VOL. 256, PG. 412, D.R.F.B.C.
2-4-1947
40' WIDE SMT EASEMENT

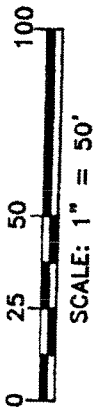
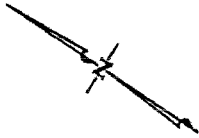
S57° 58' 30" W 743.54'
(CALLED S61° W 743.54')

UNION PACIFIC RAILROAD
(ROW VARIES)

VOL. Y, PG. 33, D.R.F.B.C., 9-25-1902
VOL. 195, PG. 5, D.R.F.B.C., 2-18-1941

EXISTING RAILROAD R.O.W. LINE

MATCH PAGE 7 OF 7



LEGEND

- FOUND MONUMENT (AS INDICATED)
- △ CALCULATED POINT, NOT SET
- SET 5/8" IRON ROD WITH TX.D.O.T. ALUMINUM CAP
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- O.P., R.P., H.C. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, HARRIS COUNTY
- O.P., R.F., B.C. OFFICIAL PUBLIC RECORDS FORT BEND COUNTY
- D.R., F.B.C. DEED RECORDS FORT BEND COUNTY
- PL PROPERTY LINE

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPLS FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PARCEL PLAT SHOWING
PARCEL 21E

F.M. 359 AT US90A AND UPRR
FORT BEND COUNTY, TEXAS
R.O.W. C.S.J.: 0543-02-060

DATE: APRIL 2014 SCALE: 1"=50'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S02°56'05"E	34.33
L2	N23°13'30"W	30.36
L3	S02°56'05"E	45.77

WILLIAM MORTON LEAGUE
ABSTRACT NO. 62

7.11 AC
CCF# 9769593
O.P.R.F.B.C.
D.L.T. FLORES, INC.
10-24-1997

7.6387 AC
CCF# 2007067085, O.P.R.F.B.C.
FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 140
5-29-2007

(CALLED N20°12'W 509.27')

(CALLED S23°18'44"E 199.69')

STA: 790+45.37
OFFSET: 818.41' RT

N57°58'30"E 735.03'

0.5021AC.
21,872 SQ.FT.

21E

PROPOSED 30'
EASEMENT

S57°58'30"W 722.99'
VOL. 256, PG. 412, D.R.F.B.C.
2-4-1947
40' WIDE SWBT EASEMENT

STA: 790+72.83
OFFSET: 817.12' RT

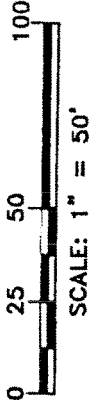
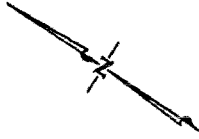
EXISTING RAILROAD R.O.W. LINE

S57°58'30"W 743.54'
(CALLED S61°W 743.54')

UNION PACIFIC RAILROAD
(ROW VARIES)

VOL. Y, PG. 33, D.R.F.B.C., 9-25-1902
VOL. 195, PG. 5, D.R.F.B.C., 2-18-1941

MATCH PAGE 6 OF 7



LEGEND

- FOUND MONUMENT (AS INDICATED)
- △ CALCULATED POINT, NOT SET
- SET 5/8" IRON ROD WITH TX.D.O.T. ALUMINUM CAP
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- O.P.R.R.P.H.C. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, HARRIS COUNTY
- O.P.R.F.B.C. OFFICIAL PUBLIC RECORDS FORT BEND COUNTY
- D.R.F.B.C. DEED RECORDS FORT BEND COUNTY
- ℙ PROPERTY LINE

**McGRAY & McGRAY
LAND SURVEYORS, INC.**
TBPLS FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PARCEL PLAT SHOWING
PARCEL 21E

F.M. 359 AT US90A AND UPRR
FORT BEND COUNTY, TEXAS
R.O.W. C.S.J.: 0543-02-060

DATE: APRIL 2014 SCALE: 1"=50'

Calculation Sheet Parcel 21E (0.5021 AC.)

County: Fort Bend
Highway: FM 359
Project Limits: FM 359 AT US 90A & UPRR
RCSJ: 0543-02-060

SKETCH MAPCHECK

POB North: 13779398.5754 East: 3000976.4899
Course: S 02-56-05 E Distance: 34.3300
North: 13779364.2904 East: 3000978.2476
Course: S 57-58-30 W Distance: 722.9900
North: 13778980.8966 East: 3000365.2845
Course: N 23-13-30 W Distance: 30.3600
North: 13779008.7964 East: 3000353.3122
Course: N 57-58-30 E Distance: 735.0300
North: 13779398.5749 East: 3000976.4830
Perimeter: 1522.7100

Area: 21872.3242 0.5021 acres
Mathematical Closure - (Uses Survey Units)
Error of Closure: 0.00693 Course: N 85-18-32 E
Precision 1: 219827.89

DESCRIPTION MAPCHECK

POB North: 13778377.8034 East: 2997308.2733
Course: S 02-56-05 E Distance: 34.3300
North: 13778343.5185 East: 2997310.0309
Course: S 57-58-30 W Distance: 722.9900
North: 13777960.1246 East: 2996697.0679
Course: N 23-13-30 W Distance: 30.3600
North: 13777988.0244 East: 2996685.0956
Course: N 57-58-30 E Distance: 735.0300
North: 13778377.8029 East: 2997308.2664
Perimeter: 1522.7100

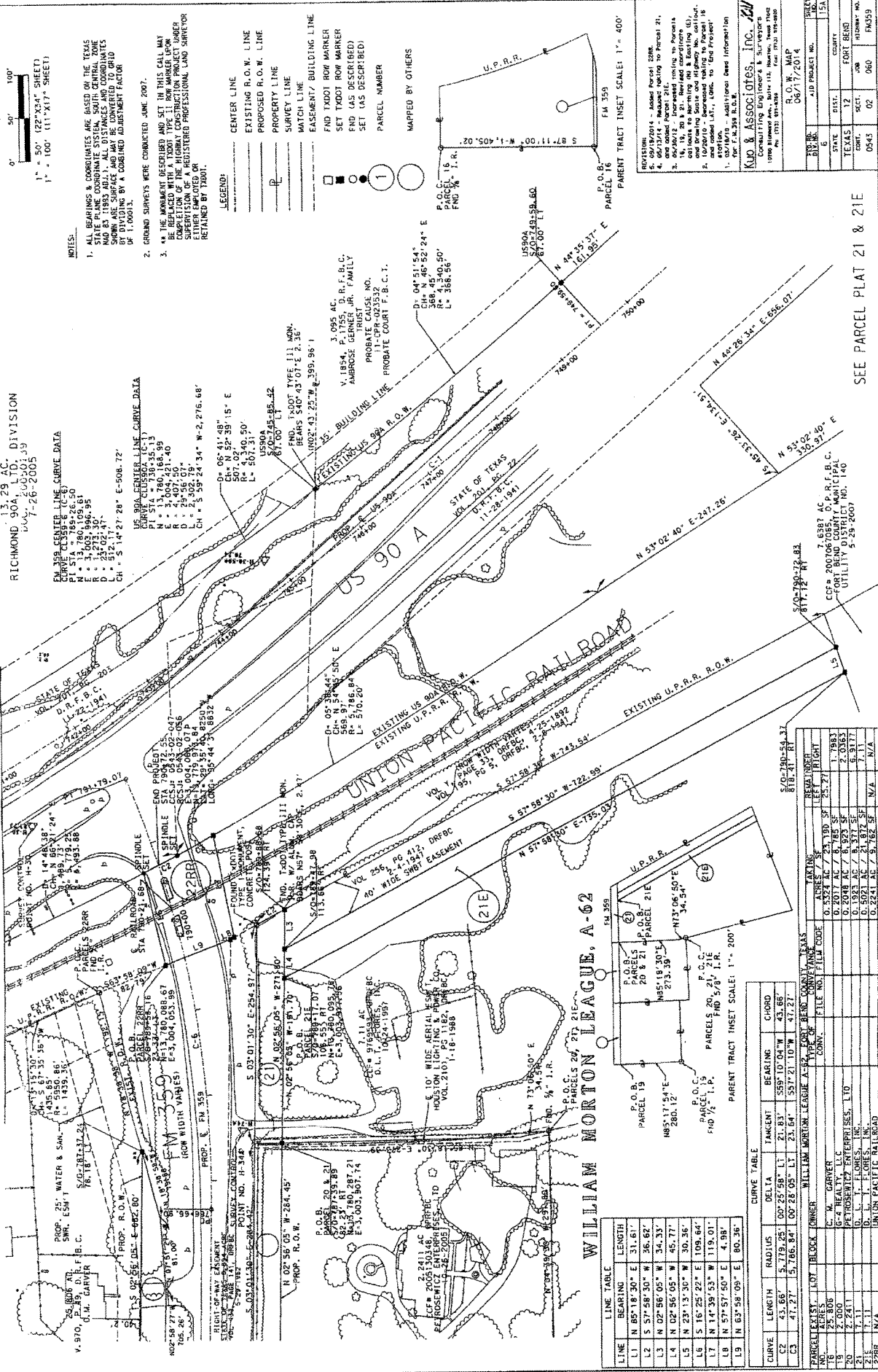
Area: 21872.3242 0.5021 acres
Mathematical Closure - (Uses Survey Units)
Error of Closure: 0.00693 Course: N 85-18-32 E
Precision 1: 219827.89

RIGHT-OF-WAY PLAN SHEET MAPCHECK

POB North: 13777917.1155 East: 2997415.1719
Course: S 02-56-05 E Distance: 34.3300
North: 13777882.8306 East: 2997416.9295
Course: S 57-58-30 W Distance: 722.9900
North: 13777499.4368 East: 2996803.9665
Course: N 23-13-30 W Distance: 30.3600
North: 13777527.3365 East: 2996791.9942
Course: N 57-58-30 E Distance: 735.0300
North: 13777917.1150 East: 2997415.1650
Perimeter: 1522.7100

Area: 21872.3242 0.5021 acres
Mathematical Closure - (Uses Survey Units)
Error of Closure: 0.00693 Course: N 85-18-32 E
Precision 1: 219827.89

MATCHLINE STA. 741+00



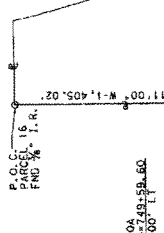
RICHMOND, 904.29 AC. DIVISION
 L.O.C. 20000139
 7-26-2005

EM 359 CENTER LINE CURVE DATA
 CURVE CENTER C.C. 1
 N = 13,780.109, 61
 E = 3,003.996, 95
 D = 237.02, 37
 CH = 5,142.27, 28° E-508.72'

US 90 CENTER LINE CURVE DATA
 CURVE CENTER C.C. 1
 N = 13,780.109, 61
 E = 3,003.996, 95
 D = 237.02, 37
 CH = 5,142.27, 28° E-508.72'

NOTES:
 1. ALL BEARINGS & COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00014.
 2. GROUND SURVEYS WERE CONDUCTED JUNE 2007.
 3. THE MONUMENT DESCRIBED AND SET IN THIS CALL MAY BE REPLACED WITH A TADPOI TYPE SURVEY MONUMENT UNDER SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR EITHER EMPLOYED OR RETAINED BY TADPOI.

LEGEND:
 CENTER LINE
 EXISTING R.O.W. LINE
 PROPOSED R.O.W. LINE
 PROPERTY LINE
 SURVEY LINE
 MATCH LINE
 EASEMENT / BUILDING LINE
 FND TADPOI ROW MARKER
 SET (AS DESCRIBED)
 SET (AS DESCRIBED)
 PARCEL NUMBER
 MAPPED BY OTHERS



PARENT TRACT INSET SCALE: 1" = 400'
 PARCEL 16
 FM 359
 P.O.B. 15
 FND 1/1, 405.02'

PROVISIONS:
 1. 02/18/2014 - Added Parcel 22B.
 2. 02/18/2014 - Increased rating in Parcel 21, and added Parcel 21E.
 3. 02/18/2014 - Increased rating in Parcel 21, and added Parcel 21E.
 4. 02/18/2014 - Increased rating in Parcel 21, and added Parcel 21E.
 5. 02/18/2014 - Increased rating in Parcel 21, and added Parcel 21E.
 6. 02/18/2014 - Increased rating in Parcel 21, and added Parcel 21E.
 7. 02/18/2014 - Increased rating in Parcel 21, and added Parcel 21E.
 8. 02/18/2014 - Increased rating in Parcel 21, and added Parcel 21E.
 9. 02/18/2014 - Increased rating in Parcel 21, and added Parcel 21E.
 10. 02/18/2014 - Increased rating in Parcel 21, and added Parcel 21E.

FILE NO.	02
AD PROJECT NO.	060
DATE	07/20/14
STATE	TX
COUNTY	15A
TRACT	12
SECTION	02
GRID BEID	060
PROJECT NO.	060
PROJECT NAME	060

WILLIAM MORTON LEAGUE, A-62

LINE	BEARING	LENGTH
L1	N 85°18'30" E	31.61'
L2	S 57°58'30" W	36.67'
L3	N 02°56'05" W	34.33'
L4	N 02°56'05" W	45.77'
L5	N 23°13'36" W	30.36'
L6	S 16°25'22" E	109.64'
L7	N 14°39'53" W	119.01'
L8	N 57°57'50" E	4.98'
L9	N 63°58'09" E	80.36'

CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C2	43.65'	5,179.25'	00°25'58" L	21.83'	S59°10'04" W	43.65'
C3	47.27'	5,766.84'	00°28'05" L	23.64'	S57°21'10" W	47.27'

PARCEL	OWNER	ACRES	FILE NO.	FILE CODE
20 & 21	WILLIAM MORTON LEAGUE, A-62	0.3324	200706085	190
21E	WILLIAM MORTON LEAGUE, A-62	0.2017	200706085	190
21	WILLIAM MORTON LEAGUE, A-62	0.1924	200706085	190
21B	WILLIAM MORTON LEAGUE, A-62	0.5021	200706085	190
21C	WILLIAM MORTON LEAGUE, A-62	0.2241	200706085	190

SEE PARCEL PLAT 21 & 21E

County # FORT BEND
District Houston
ROW CSJ # 0543-02-060
CCSJ # 0543-02-055
Federal Project # _____
Federal Highway Administration
CFDA # 20.205
Not Research and Development

**ATTACHMENT C
PROJECT BUDGET ESTIMATE**

**Standard Contractual Agreement
Local Government Performs Work
Attachment C**

Description	Total Estimated Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Right of Way Acquisition	\$2,000,000.00	90%	\$1,800,000.00	10%	\$200,000.00
Reimbursable Utility Adjustments	\$ 50,000.00	90%	\$ 45,000.00	10%	\$5,000.00
Non- Reimbursable Utility	\$ 200,000.00	0%	\$0	0%	\$0
Relocation	\$ 635,000.00	0%	\$0	0%	\$0
Appraisal	\$ 100,000.00	0%	\$0	0%	\$0
District Time Sheet Costs	\$ 5,000.00	0%	\$0	0%	\$0
TOTAL	\$2,990,000.00	0%	\$1,845,000.00	0%	\$205,000.00

This is an estimate. The final amount of Local Government participation will be based on actual costs.