



**DONATION DEED
(0.1466 Acre)**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

**THE STATE OF TEXAS §
 § **KNOW ALL BY THESE PRESENTS:**
COUNTY OF FORT BEND §**

THAT, FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 20, a political subdivision of the State of Texas ("Grantor"), for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has DONATED, and by these presents does GRANT, GIVE and CONVEY unto **FORT BEND COUNTY, TEXAS**, a body corporate and politic under the laws of the State of Texas, its successors and assigns ("Grantee"), all of that certain tract or parcel of land, situated in Fort Bend County, Texas, containing 0.1466 acre, as more particularly described in and shown on **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property").

Grantor and Grantee hereby agree and declare that the Property shall be used solely for the purpose of a public right-of-way extension ("Grantee's Facilities") to the existing public right-of-way known as Wembly Way and for no other purpose (the "Use Restriction"). If the Property or any part thereof is used in a manner that violates the Use Restriction, title to the Property shall revert to Grantor upon the failure of Grantee to remedy any such violation of the Use Restriction within thirty (30) days after Grantee's receipt of a written notice from Grantor of such violation, and Grantee shall have no further right to or interest in the Property (the "Reversion"). In such event, upon the request of Grantor, Grantee shall execute and deliver to Grantor a Special Warranty Deed conveying the Property to Grantor, free and clear of any encumbrances other than those existing as of the date of this conveyance.

Grantor and Grantee further acknowledge and agree that the conveyance of Property under this Donation Deed is subject to the following covenants and conditions:

- 1. Grantee has sole responsibility for constructing, installing, repairing, operating and maintaining Grantee's Facilities.

2. Grantor's Engineer (defined below) must review and approve Grantee's plans and specifications for Grantee's Facilities (and any other improvements to the Property) before Grantee begins construction or installation. Grantee shall notify Grantor's Engineer at least two (2) business days prior to commencement of any construction, repair, replacement, removal, or maintenance operations within the Property by Grantee, its contractors or other representatives.
3. During construction, repair or maintenance of Grantee's Facilities (and any other improvements to the Property), Grantee will:
 - (a) Coordinate its construction or reconstruction activities with Grantor's Engineer, Sean A. Humble, P.E. (Sherrington-Humble, LLC, 281-656-8837) ("Grantor's Engineer");
 - (b) Not excavate, cut, breach, or change Grantor's levee (located adjacent to the Property), or affect the then current condition of Grantor's levee without the prior written consent of Grantor's Engineer;
 - (c) Not cause damage to Grantor's levee or related facilities that undermines the integrity of the levee or Grantor's adjacent drainage facilities; and
 - (d) Take all steps necessary to prevent adverse effects to Grantor's levee or related facilities that impair flood protection.
 - (e) Shall construct improvements, as required and approved by Grantor's Engineer, to provide for safe access to Grantor's levee for inspections and to limit unauthorized access, including but not limited to:
 - i. Driveways, including curb cuts, to allow access to the levee tops from the roadway; and
 - ii. Median crossing to allow levee operation, inspection, and maintenance vehicles to cross the roadway.

Grantee's activities shall be limited to the Property.

4. Grantee recognizes that the Property is located adjacent to Grantor's levee. Grantee will repair, at Grantee's sole cost and expense and to Grantor's

reasonable satisfaction, any damage to Grantor's levee and related facilities caused by Grantee or its contractors.

5. After construction, repair or maintenance of Grantee's Facilities (and any other work on the Property) is completed, Grantee will:
 - (a) Remove all spoil generated by Grantee's or its contractors' activities or distribute such spoil in a manner consistent with the plans and specifications approved by Grantee and Grantor's Engineer, and re-fill or re-compact soil to meet the requirements for the Property as required by the plans and specifications for the project that have been approved by Grantor's Engineer;
 - (b) Remove all construction or maintenance equipment from the Property; and
 - (c) Re-seed and establish grass coverage. All disturbed areas outside the Property, if damaged by Grantee's construction and previously covered by turf, will have turf established immediately upon completion of the construction, installation, repair, replacement, removal, maintenance and operation of Grantee's Facilities and any other work on the Property, and will be restored to the original lines and grades. Turf establishment shall consist of and be performed according to the plans and specifications for the project that have been approved by Grantor's Engineer.
6. Grantee further agrees on behalf of itself, its successors and assigns, and its contractors and subcontractors, to be liable for, and to pay to Grantor, its successors and assigns, the cost of any repairs, replacements, modifications or alterations to Grantor's facilities caused by the construction of any of Grantee's Facilities under this Donation Deed. In addition, Grantee agrees for itself, its successors and assigns, and its contractors and subcontractors, to pay for any additional costs or expenses that Grantor may incur in repairing, replacing, modifying, improving or altering Grantor's facilities as a result of Grantee's use of the Property.
7. Grantee, at Grantee's sole cost and expense, shall make application for, and secure from, any and all federal, state, and local governmental authorities having jurisdiction thereof, and shall maintain in effect and comply with all permits, licenses and other authorizations required for the purposes of Grantee's Facilities and all other work of Grantee on the Property.

8. All notices given or required under this Donation Deed shall be given in writing and shall be given either by hand delivery or by depositing such notice in the United States first-class mail, postage prepaid, by certified or registered mail, return receipt requested, enclosed in an envelope addressed to the party to be notified at the following address, or at such other address as any such party shall from time to time designate in writing:

If to Grantor: Fort Bend County Levee Improvement District No. 20
c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attention: Angela Lutz

If to Grantee: Fort Bend County, Texas
301 Jackson Street
Richmond, Texas 77469
Attention: _____

Notice delivered in accordance with this paragraph shall be deemed delivered upon delivery, if delivered by hand, and three (3) business days after deposit in a domestic United States depository box, if delivered by mail.

9. The terms and conditions of this Donation Deed shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.
10. If any provision of this Donation Deed shall, for any reason, be held violative of any applicable law and/or unenforceable, the invalidity of such specified provision shall not be held to invalidate any other provision herein, and all of such other provisions shall remain in full force and effect.
11. This Donation Deed is being executed and delivered and is intended to be performed in the State of Texas, and the laws of such State shall govern the validity, construction, enforcement, and interpretation hereof.
12. This Donation Deed may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one instrument.
13. Grantor reserves to itself, its successors and assigns, all oil, gas, and other minerals in, on, or under the Property, but waives the right to explore,

develop, mine, or drill for the same using the surface of the Property; provided, however, that nothing in this grant shall prohibit or in any manner restrict the right of Grantor to develop the Property for oil, gas, and other minerals by directional drilling from a nearby site if allowed under Grantee's ordinances.

This Donation Deed and the conveyance hereinabove set forth are executed by Grantor and accepted by Grantee subject to the terms, conditions and provisions hereof and further subject to all easements, conditions, restrictions, covenants, mineral or royalty interests, mineral reservations, surface waivers, utility conveyances, liens, encumbrances, regulations or orders of municipal and/or other governmental authorities, if any, or other matters of record in Fort Bend County, Texas, to the extent the same are validly existing and applicable to the Property (collectively, the "Permitted Encumbrances").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular the title to the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise, subject only to the Permitted Encumbrances, Use Restriction and Reversion.

Grantee's address is 301 Jackson Street, Richmond, Texas 77469.

[Signature pages follow this page.]

Attachment:

Exhibit A - Description and Sketch of the Property

After recording, please return to:

Jeanette Harris

Allen Boone Humphries Robinson LLP

3200 Southwest Freeway, Suite 2600

Houston, Texas 77027

Exhibit A - Description and Sketch of the Property

July 9, 2018

**0.1466 acres of land in the William Andrews League, Abstract No. 3,
Fort Bend County, Texas**

A FIELD NOTE DESCRIPTION of a 0.1466 acre (6,387 square feet) tract of land in the William Andrews League, Abstract No. 3, Fort Bend County, Texas; said 0.1466 acre tract being a portion of a 22.7694 acre tract of land "Levee Tract No. 1" conveyed to Fort Bend County Levee Improvement District No. 20, as recorded in Fort Bend County Clerk's File No. 2011056373; said tract being more particularly described by metes-and-bounds as follows with the bearings being based on Texas State Plane Coordinate System, South Central Zone (NAD83) per GPS Observations using National Geodetic Survey Continuously Operating Reference Stations:

COMMENCING FOR REFERENCE at a 5/8-inch iron rod with cap stamped "TEAM" set at the northeast end of a radial cutback at the intersection of the north right-of-way line of Kolle Drive (60 feet wide), according to the map or plat recorded in Plat No. 20170108 of the Fort Bend County Plat Records with the west line of Wembley Way (60 feet wide), according to the map or plat recorded in Plat No. 20170108 of the Fort Bend County Plat Records for a northwest corner of Kingdom Heights Section Four, according to the map or plat recorded in Plat No. 20170108 of the Fort Bend County Deed Records;

THENCE, North - 618.39 feet with the proposed west right-of-way line of Wembley Way over and across Kingdom Heights Section Five (a proposed subdivision) to a point in the south line of said "Levee Tract No. 1", for a northeast corner of Restricted Reserve "B, Block 1 of said Kingdom Heights Section 5 (a proposed subdivision) for the southwest corner and POINT OF BEGINNING of this tract;

THENCE, North - 106.58 feet to a point in the south line of a called 183.92 acre tract of land conveyed to Mason Briscoe, III, as recorded in Volume 2179, Page 1203 of the Fort Bend County Deed Records, and in the north line of said "Levee Tract No. 1" for the northwest corner of this tract; from which a 1/2-inch iron pipe found in the east right-of-way line of State Highway 723 (120 feet wide) bears South 88° 53' 17" West - 1,353.45 feet;

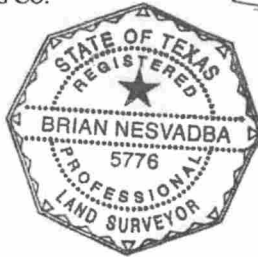
THENCE, North 88° 53' 17" East - 60.01 feet with the south line of said 183.92 acre tract and the north line of said "Levee Tract No. 1" to a point for the northeast corner of this tract;

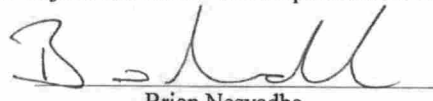
THENCE, South - 106.33 feet to a point in the south line of said "Levee tract No. 1" for the northwest corner of Restricted Reserve "C", Block 2 of said Kingdom Heights Section 5 (a proposed subdivision) and for the southeast corner of this tract;

THENCE, South 88° 38' 50" West - 60.02 feet with the south line of said "Levee tract No. 1" and with the north line of said Kingdom Heights section 5 (a proposed subdivision) to the POINT OF BEGINNING and containing 0.1466 acre (6,387 square feet) of land.

Note: This metes-and-bounds description was compiled in conjunction with an exhibit performed on even date.

COMPILED BY:
TEXAS ENGINEERING AND MAPPING CO.
Civil Engineers - Land Surveyors
Stafford, Texas
Firm Registration No. 10119000
Job No. 184-127
W:\184-127_Wembley Way Ext.docx




Brian Nesvadba
Registered Professional Land Surveyor
State of Texas No. 5776

MASON BRISCOE, III
 CALLED 183.92 ACRES
 (VOL. 2179, PG. 1203; F.B.C.D.R.)

WILLIAM ANDREWS LEAGUE
 ABSTRACT NO. 3

STATE HIGHWAY 723
 (120' R.O.W.)

S 88°53'17" W
 1,353.45'

ROAD ESMT
0.1466 ACRE
 (6,387 SQ. FT.)

FORT BEND COUNTY LEVEE
 IMPROVEMENT DISTRICT NO. 20
 "LEVEE TRACT NO. 1"
 (22.7694 ACRES)
 (F.B.C.C.F. NO. 2011056373)

LOT 17 LOT 18 LOT 19 LOT 20 LOT 21

BLOCK (1)

PROPOSED
 RESTRICTED
 RESERVE "B"

LOT 1 LOT 2

BLOCK (2)

PROPOSED
 RESTRICTED
 RESERVE "C"

PROPOSED
 KINGDOM HEIGHTS
 SECTION FIVE

PROPOSED
 SCOTT WAY
 (60' R.O.W.)

NORTH - 618.39'
 PROPOSED
 WEMBLEY WAY
 (60' R.O.W.)

BLOCK (4)
 LOT 23 LOT 24 LOT 25 LOT 26 LOT 27

LOT 1 LOT 2

LINE TABLE		
LINE	BEARING	DISTANCE
L1	NORTH	106.58'
L2	N 88°53'17" E	60.01'
L3	SOUTH	106.33'
L4	S 88°38'50" W	60.02'

P.O.C.

- NOTES:**
- 1.) BEARINGS SHOWN HEREON ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD83) USING NGS CONTINUOUSLY OPERATING REFERENCE STATIONS.
 - 2.) A METES-AND-BOUNDS DESCRIPTION WAS COMPILED IN CONJUNCTION WITH THIS SURVEY.
 - 3.) ALL RODS SET ARE 5/8" IRON RODS WITH CAPS STAMPED: T.E.A.M. - 281-491-2525.
 - 4.) IMPROVEMENTS ARE NOT SHOWN HEREON.

KOLLE DRIVE
 (60' R.O.W.)
 (PLAT NO. 20170108; F.B.C.P.R.)

KINGDOM HEIGHTS SECTION FOUR
 (PLAT NO. 20170108; F.B.C.P.R.)

LOT 6 LOT 7 LOT 8 LOT 9 LOT 10 LOT 11 LOT 12

BLOCK (2)

WEMBLEY WAY
 (60' R.O.W.)
 (PLAT NO. 20170108; F.B.C.P.R.)

PROPOSED
 RESTRICTED
 RESERVE "D"

LEGEND

- FND - FOUND
- ESMT - EASEMENT
- IR - IRON ROD
- W/ - WITH
- P. O. B. - POINT OF BEGINNING
- P. O. C. - POINT OF COMMENCEMENT
- R. O. W. - RIGHT OF WAY
- W. L. E. - WATER LINE EASEMENT
- F. B. C. C. F. - FORT BEND COUNTY CLERK'S FILE
- F. B. C. M. R. - FORT BEND COUNTY MAP RECORDS

I, Brian Nesvadba, a Registered Professional Land Surveyor of the State of Texas, hereby certify that the above plat correctly represents the facts found at the time of the survey made on the ground under my supervision. This survey substantially complies with the current Texas Society of Professional Surveyor's Standards and Specifications for a Category 1B, Condition II, Survey.



Brian Nesvadba
 Brian Nesvadba
 Registered Professional Land Surveyor
 State of Texas No. 5776

STANDARD LAND SURVEY

OF
 A 0.1466 ACRE (6,387 SQ. FT.) TRACT OF
 LAND IN THE WILLIAM ANDREWS LEAGUE,
 ABSTRACT NO. 3,
 FORT BEND COUNTY, TEXAS

TEXAS ENGINEERING AND MAPPING CO.
 12718 CENTURY DRIVE
 STAFFORD, TEXAS 77477
 PHONE: 281.491.2525 FAX: 281.491.2535
 www.team-civil.com
 Surveying Firm No. 10119000 / Engineering Firm No. F-2906



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Laura Richard

Laura Richard, County Clerk

Fort Bend County Texas

June 27, 2019 01:24:05 PM



FEE: \$0.00

DP2

2019068986