



Department of Legal Services  
*Vincent Harding, Associate General Counsel*

June 18, 2019

Mr. Marcus Spencer  
First Assistant County Attorney  
Fort Bend County  
301 Jackson St.  
Richmond, TX 77469

Re: Interlocal Agreement For Joint Use of the Fort Bend County  
Athletic Fields

Dear Mr. Spencer,

At its June 17, 2019 Regular Meeting, the Board of Trustees passed a Resolution authorizing the Board President to execute an Interlocal Agreement with Fort Bend County For Joint Use of the Fort Bend County Athletic Fields. Enclosed is the executed original Interlocal Agreement prepared for execution by County Judge, KP George. Please send us a copy once the document is fully executed.

If you have any questions or need further clarification, please contact me at (281) 634-1275.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Vincent Harding', is written over a horizontal line.

Vincent Harding  
Associate General Counsel

Enclosure

06/27/2019 Original sent to Michel Davis, FBC Parks dept.

THE STATE OF TEXAS                    §  
  §  
COUNTY OF FORT BEND                §

**KNOW ALL MEN BY THESE PRESENTS:**

**LEASE AND INTERLOCAL AGREEMENT FOR  
JOINT USE OF THE FORT BEND COUNTY ATHLETIC FIELDS  
BETWEEN FORT BEND COUNTY AND FORT BEND INDEPENDENT SCHOOL DISTRICT**

This Lease and Interlocal Agreement for Joint Use ("Agreement") is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between the Fort Bend Independent School District, a body corporate and politic under the laws of the State of Texas, acting by and through its Board of Trustees and Superintendent, ("District"), and Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, ("County").

**RECITALS**

WHEREAS, the County and the District jointly participated in the Upgrade of the Fort Bend County Football Fields (the "Fields"), including extension into the Fort Bend ISD Willowridge High School campus; and

WHEREAS, as consideration for District's lease of 2.587 acres of the District's Willowridge High School campus to the County, as described in more detail in Exhibit "A" (the "Property"), the County has agreed to upgrade and expand football fields located adjacent to and within the area of the Property (the "Fields"); and

WHEREAS, the District and County agree to enter into this Agreement to memorialize the intentions of the parties to lease Property to the County for the construction, operation and maintenance of the Fields, and the joint use of the Fields; and

WHEREAS, the Commissioners Court of Fort Bend County finds that the improvements, maintenance and operation of the Fields contemplated in this Agreement serve a County purpose; and

WHEREAS, the District finds that the use of the Fields by the District will benefit District students; and

WHEREAS, the governing bodies of the District and County have authorized this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to both parties, it is agreed as follows:

**AGREEMENT**

### **Section 1. Incorporation of Recitals**

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into this Agreement.

### **Section 2. County Obligations**

2.1 The County will lease from the District the Property for the duration of the Term, to be utilized only for the construction, improvement, maintenance and operation of the Fields.

2.2 County shall work with District to accommodate all requests by District for use of all or portions of the Fields for educational, athletic, and other recreational purposes.

2.3 The County shall be solely responsible for maintenance and repair of the Fields in good order, condition and repair.

2.4 The County shall be solely responsible for all utility expenses related to the maintenance and repair of the Fields.

### **Section 3. District Obligations**

3.1 In exchange for the benefit of the use of the Fields by the District, the District agrees to lease to the County the Property for the duration of the Term, to be utilized by the County for the construction, improvement, and maintenance of the Fields.

3.2 In addition to the conveyance of the Property to County, as additional consideration, District will pay to the County, without demand, at the office of the County Treasurer, Fort Bend County, Texas, an annual payment in the amount of one dollar (\$1.00).

3.3 District will at all times comply with any and all applicable orders, regulations and policies, and amendments thereto, issued by the County for the purpose of maintaining an orderly and compatible use of the Fields by all parties involved, provided that such amendments shall not diminish the District's right to utilize the Fields as set forth herein.

3.4 District shall use the Fields for educational, athletic, and recreational purposes, as made available by the County, and for no other activity or event which is not sponsored by the District or not otherwise permitted the County.

3.5 Any District event or activity permitted under the terms of this Agreement to be conducted at the Fields shall be supervised by the District's personnel or designated representatives who shall be properly trained, adequate in number and who shall remain at the Fields during the course of the event or activity.

3.6 The District shall not be required to provide any of the funds necessary for the design and construction of the Fields.

**Section 4. Liability**

The District and County are entitled to the immunities and defenses of the Texas Tort Claims Act, as well as applicable Texas and federal laws.

**Section 5. Insurance Requirements**

The parties agree to furnish each other with insurance certificate(s) for each policy that is in effect as of the date of the Agreement for verification by the other party as to compliance with the insurance requirements of this Agreement. The parties shall carry Comprehensive General Liability Insurance at minimum combined single limits of \$1,000,000 per occurrence, \$2,000,000 general aggregate (defense costs excluded from face amount of policy) for bodily injury and property damage, which coverage shall include independent contractors and contractual liability each at \$1,000,000 per occurrence. Coverages shall be written on per occurrence forms.

**Section 6. Assignment**

No party hereto shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other party.

**Section 7. No Third Party Beneficiaries**

The parties do not intend that any specific third party obtain a right by virtue of the execution or performance of this Agreement.

**Section 8. Notices**

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the following addresses:

|                 |   |
|-----------------|---|
| County:         | Fort Bend County<br>Attn: KP George, County Judge<br>401 Jackson Street, 1 <sup>st</sup> Floor<br>Richmond, Texas 77469                       |
| With a copy to: | Fort Bend County Parks and Recreation<br>Attn: Director<br>301 Jackson Street<br>Richmond, Texas 77469  |
| District:       | Fort Bend Independent School District<br>Attn: Steve Bassett, Chief Financial Officer<br>16431 Lexington Boulevard<br>Sugar Land, Texas 77479 |
| With a copy to: | Fort Bend Independent School District   |

Attn: Legal Services Department  
16431 Lexington Boulevard  
Sugar Land, Texas 77479

**Section 9. Term**

The term of this Agreement shall commence on the Effective Date and shall continue until such date that is fifty (50) years following the Effective Date (the "Term"). The Term may be extended upon mutual agreement of the parties, subject to approval to the District's Board of Trustees and the County's Commissioners Court.

Upon expiration of the Term, all Permanent Improvements within the Property shall become the property of the District without the payment of compensation or consideration of any kind to the County, shall become the District's sole property, free and clear of any and all claims of the County or any party acting by, through or under the County. The County, if requested by the District, shall execute any and all documents necessary to evidence that title to the Permanent Improvements is in the District, and to extinguish and remove any cloud or potential cloud on the title to the Property, and/or the Permanent Improvements created by the County.

**Section 10. Entire Agreement**

This Agreement contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any modifications concerning this instrument shall be of no force or effect, unless a subsequent modification in writing is signed by all parties hereto.

**Section 11. Execution**

This Agreement has been executed by the District and the County upon and by the authority of their respective governing bodies. This Agreement shall become effective on the date executed by the final party, as shown below (the "Effective Date").

**Section 12. Miscellaneous**

Each Party paying for the performance of governmental functions or services must make those payment from current revenues available to such paying Party.

This Agreement shall be governed by Texas law without regard to its conflicts of law principles.

FORT BEND COUNTY, TEXAS

FORT BEND INDEPENDENT SCHOOL DISTRICT

*KP George*  
KP George, County Judge

*Jason Burdine*  
Jason Burdine, Board President

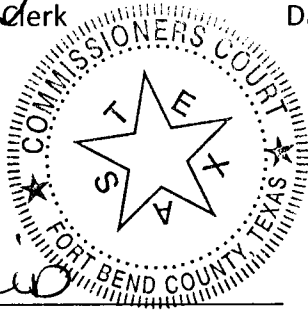
Date: 6-25-2019

Date: June 17, 2019

ATTEST:  
*Laura Richard*  
Laura Richard, County Clerk

ATTEST:  
*Dave Rosenthal*  
Dave Rosenthal, District Board Secretary

APPROVED:  
*Michel Davis*  
Michel Davis, Director



STATE OF TEXAS  
COUNTY OF FORT BEND

**2.587-Acre Land Use Agreement**

Being a tract containing 2.587 acres (112,708 square feet) of land out of the J. Poitevent Survey, A-305, same being out of and a portion of Restricted Reserve "A" Block 1 of Fort Bend ISD Willowridge High School as filed for record under plat number 20170259 of the Fort Bend County Plat Records (F.B.C.P.R.), Fort Bend County, Texas, said 2.587 acres further described as follows (bearings and distances are referenced to the Texas Coordinate System of 1983, South Central Zone No. 4204, NAD83):

**BEGINNING** at a 5/8-inch iron rod with cap stamped "H&R 4408" found in the south Right-of-Way line of Hobby Road (Called 60 feet wide) as recorded in Slide No's. 1007B & 1008A of the Fort Bend County Plat Records, same marking the northwest corner of a called 21.38 acre tract of land conveyed to Fort Bend County as described in deed recorded under Fort Bend County Clerk's File Number (F.B.C.C.F. No.) 2000098088 and the northeast corner of the herein described tract;

**THENCE**, South 03° 02' 10" East, departing said south Right-of-Way line and along the west line of said called 21.38 acre tract and the east line of said Willowridge High School, a distance of 579.80 feet (Called 579.98 feet per plat) to a found 3/4-inch iron rod marking the northeast corner of Restricted Reserve "A" Block 3 of Benchmark Section One, as filed for record at Slide No's. 466B & 467A F.B.C.P.R., same marking the southeast corner of the herein described tract, from which point a found 1/2 iron pipe bears South 84° 46' East – 1.7 feet;

**THENCE**, South 86° 55' 19" West, departing said common line and along the north line of said Restricted Reserve "A" Block 3, at a distance of 176.82 feet passing the northwest corner of said Restricted Reserve "A" Block 3 of Benchmark Section One and the northeast corner of Lot 7 of same, in all a total distance of 189.28 feet to the southwest corner of the herein described tract;

**THENCE**, North 03° 54' 27" West, departing said north line, over and across said Willowridge High School, a distance of 608.66 feet to a point for the northwest corner of the herein described tract;

**THENCE**, North 86° 07' 41" East, a distance of 86.56 feet to a point in the westerly right-of-way line of said Hobby Road, said point lying in the arc of a curve to the left having a radius of 60.00 feet, a central angle of 150°00'00", (chord bears South 78° 04' 50" East – 115.91 feet);

**THENCE**, along the arc of said curve to the left, a distance of 157.08 feet to the **POINT OF BEGINNING** and containing 2.587 acres (112,708 square feet) of land.

*Jay*  
3-6-19

METES AND BOUNDS DESCRIPTION TO ACCOMPANY EXHIBIT DRAWING



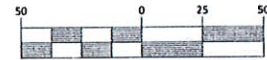
**MBCO Engineering, LLC.**

J. POITEVENT SURVEY, A-305

N86°07'41"E 86.56'

HOBBY ROAD  
(CALLED 60 FEET WIDE)  
(SLIDE No's. 1007B & 1008A F.B.C.P.R.)

GRAPHIC SCALE



1 inch = 50 ft.

LEGEND:

- (CM) CONTROLLING MONUMENT
- F.B.C.C.F. FORT BEND COUNTY CLERK'S FILE
- F.B.C.P.R. FORT BEND COUNTY PLAT RECORDS
- IR IRON ROD
- IP IRON PIPE
- CHAIN LINK FENCE

L=157.08'  
R=60.00'  
Δ=150°00'00"  
CH=S78°04'50"E  
CHD=115.91'

P.O.B.  
FOUND 5/8" IR (CM)  
W/CAP "H&R 4408"

CALLLED 21.38 ACRES  
FORT BEND COUNTY  
F.B.C.C.F. No. 2000098088



3-6-19

N03°54'27"W 608.66'

2.587 ACRES  
(112,708 SQ. FT)

S03°02'10"E 579.80'  
(CALLED 579.98' PER PLAT)

NOTES:

1. This survey was performed without the benefit of a title commitment. Easements and restrictions may exist which are not shown hereon; no additional research regarding the existence of easements or restrictions of record has been performed by MBCO Engineering LLC.
2. This tract lies in Zone "X" (unshaded), designated as "Areas determined to be outside the 2% annual chance floodplain", as per the National Flood Insurance Program FIRM Community Panel Number 48157C0305L, latest available published revision dated April 2, 2014.
3. Any future development of this tract is subject to requirements per City of Houston Ordinance Number 99-262, which stipulates platting and setbacks constraints. Proposed usage of this tract will determine actual building setback line(s) along any adjoining streets. Refer to City of Houston building codes to establish minimum published setback requirements. Ultimately the City of Houston Planning Commission will determine required setbacks upon review of plans or plats submitted to said Commission. This tract will require platting as a condition for receiving building permits; in addition, a Zoning Report was not provided at the time of this survey; however, this tract is subject to the developmental requirements of Fort Bend County, Texas.
4. Surface or subsurface faulting, hazardous waste or other environmental issues have not been addressed within the scope of this survey.
5. This tract contains a one-foot reserve dedicated to the public in fee as a buffer separation between the side or end of streets where such streets abut adjacent acreage tracts; the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one-foot reserve shall thereupon become vested in the public for street right-of-way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs, assigns, or successors. This tract may require replatting to remove the one-foot reserve in order to obtain access to Hobby Road.
6. Fences shown hereon are graphic, with dimensioned ties shown at specific locations where they were physically measured; the fence lines may meander between said locations.
7. All bearings shown hereon are based on the Texas Coordinate System of 1983, South Central Zone No. 4204, NAD 83.

RESTRICTED RESERVE "A"  
BLOCK 1

FORT BEND I.S.D.  
WILLOWRIDGE HIGH SCHOOL  
(PLAT No.20170259 F.B.C.P.R.)

FOUND 3/4" IR  
FOUND 1/2" IP BEARS  
S 84°46' E ~ 1.7'

S86°55'19"W 189.28'  
176.82'

12.46'  
LOT  
7

RESTRICTED RESERVE "A"  
BLOCK 3

BENCHMARK  
SECTION ONE  
(SLIDE No's. 466B & 467A F.B.C.P.R.)

EXHIBIT TO ACCOMPANY METES AND  
BOUNDS DESCRIPTION  
2.587 ACRES (112,708 SQ. FT.)  
J. POITEVENT SURVEY, A-305  
FORT BEND COUNTY, TEXAS



1505 Highway 6 South  
Suite 180  
Houston, Texas 77077  
TBPE Reg. No. F16850  
TBPLS Reg. No. 10194112  
Phone: 281-760-1656  
www.mbcengineering.com

|                      |                           |
|----------------------|---------------------------|
| PROJECT No. 03.18.03 | DATE: MARCH 4, 2019       |
| KEY MAP: 611B        | DRAWN BY: JP/SP           |
| FIELD BOOK: _____    | CHECKED BY: D. BRISTER    |
| SCALE: 1" = 50'      | DWG. No. 03.18.03 Exhibit |