INTERLOCAL AGREEMENT REGARDING PROPERTY DONATION

THIS INTERLOCAL AGREEMENT REGARDING PROPERTY DONATION (this "Agreement") is entered into between FORT BEND COUNTY, TEXAS, a political subdivision of the State of Texas (the "County"), and PECAN GROVE MUNICIPAL UTILITY DISTRICT, a political subdivision of the State of Texas (the "District").

RECITALS

The District owns that certain tract of land in Fort Bend County, Texas, more particularly described on **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property").

The County is undertaking the extension of Brandt Road under its Mobility Bond Project Number 17310, which will require the acquisition of the Property from the District (the "Road").

The District now desires to convey the Property to the County for the purpose of constructing, maintaining and operating the Road for the benefit of and use by the public. The District is authorized under Section 49.226(b) of the Texas Water Code to transfer the Property to the County on terms and conditions deemed necessary or advantageous to the District.

The County desires to accept such conveyance by the District pursuant to Section 81.032 of the Texas Local Government Code.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the County and the District agree as follows:

1. Donation. Upon final execution of this Agreement, the District will convey the Property to the County and the County will accept the Property from the District by donation deed in the form attached hereto as **Exhibit B** (herein the "Donation Deed"). The County agrees that the Property will be used only for public use and enjoyment for the Road, together with the electrical power and telecommunications, gas, water, sanitary and storm sewer lines constructed in the right of way. If the County ceases to use the Property for public purposes for a continuous period of three hundred sixty-five (365) successive, calendar days, for the benefit of and use by the public or formally abandons the Road, then title to the Property shall revert to the District, without further action or cost to the District. In such event, within ninety (90) days of such an event, the County shall quitclaim all rights, title, and interest in the Property to the District by quitclaim deed.

2. Reimbursement of SWTP Entry Modification Expenses. The County's construction of the Road will eliminate access to the District's surface water treatement plant ("SWTP"), necessitating its relocation. In consideration for the conveyance of the Property from the District, the County shall reimburse the District for its actual costs to relocate its facilities, fences and driveways to its SWTP, related appurtenances, and make other modifications to the Property to accommodate the County's acquisition ("SWTP Modifications"), up to an amount not to exceed $75,000.00.

a. Within thirty (30) days of final execution of this Agreement, the County will submit an initial payment for costs of the SWTP Modifications, currently estimated at $69,600.00 as reflected in the Preliminary Construction Cost Estimate, attached hereto as **Exhibit C** (herein the "Cost Estimate");

b. The District shall complete the SWTP Modifications within one hundred fifty (150) days of final execution of this Agreement;

c. Upon completion of the SWTP Modifications, but not more than ninety (90) days thereafter, the District shall submit a full accounting of the funds spent on the SWTP Modifications and a request for payment;

d. Within thirty (30) days of the County's acceptance of full accounting and request for payment, the County will submit the final payment for the remaining actual costs of the SWTP Modifications in excess of $69,600.00 up to an amount not to exceed $75,000.00. Should the actual costs of the SWTP Modifications to an amount less than the County's initial payment of $69,600.00, the District shall reimburse the County such amount with thirty (30) days the County's acceptance of the full accounting.

3. Maintenance. The County shall assume full responsibility for operating and maintaining the Property and the Road, and the District will have no obligation to operate or maintain the Property or the Road after the District completes its SWTP Modifications.

4. Findings of the District. The Board of Directors of the District has determined the following:

a. Pursuant to Section 49.226(b) of the Texas Water Code, the terms and conditions of the conveyance of the Property to the County under this Agreement and the Donation Deed are advantageous to the District.

b. The conveyance of the Property to the County will serve and be in furtherance of a public purpose by helping to assure the continued improvements to mobility in the area and access to the Property for the use and enjoyment of the public.

c. The conveyance of the Property to the County pursuant to the terms and conditions set forth in this Agreement and the Donation Deed will benefit the District.

EXECUTED effective as of the last date set forth below (the "Effective Date").

FORT BEND COUNTY, TEXAS

KP George, County Judge

12·15·2020
Date

ATTEST:

Laura Richard, County Clerk

APPROVED AS TO FORM:

Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $ 15,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

PECAN GROVE MUNICIPAL UTILITY DISTRICT

By:_____
Ryan Yokubaitis, President

Date: 12/1/20

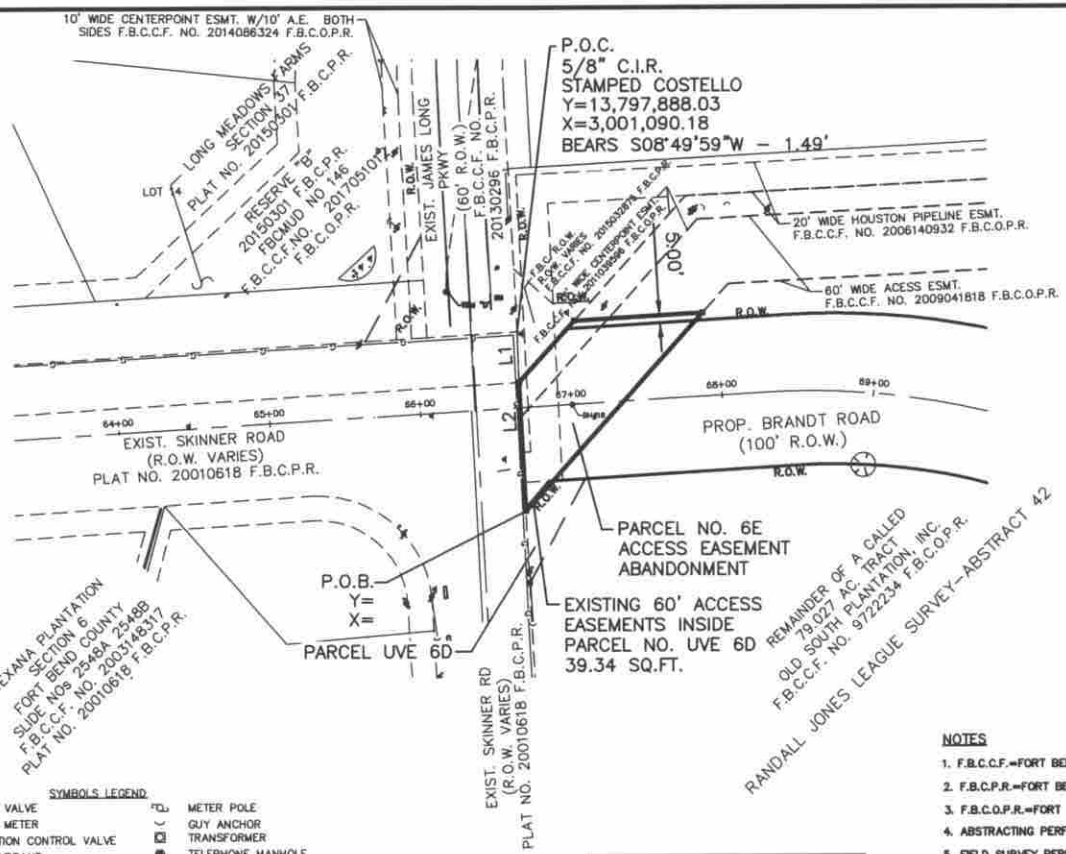
ATTEST:

By:_____
Jean Gobar, Assistant Secretary (Seal)

ILA - Acq of Parcel.PGMUD

Exhibit A

[Property Description]



SYMBOLS LEGEND

- WATER VALVE
- WATER METER
- IRRIGATION CONTROL VALVE
- FIRE HYDRANT
- BACKFLOW PREVENTER
- BOREHOLE
- LIGHT STANDARD
- MANHOLE
- STOP SIGN
- SIGN
- MAILBOX
- FLAGPOLE
- TYPE "BB" INLET
- GRATE INLET
- CLEAN OUT
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- R.O.W., PROPERTY BNDY
- EASEMENT LINES
- FIBER OPTIC PULL BOX
- RECORD DRAWINGS
- GAS METER
- TREE

● NOT FOUND
■ INDICATES SET 5/8" I.R. "JNS ENGINEERS" CAP OR AS NOTED
○ INDICATES FOUND MONUMENT AS NOTED

FOR INTERIM REVIEW ONLY

DOCUMENT INCOMPLETE: NOT INTENDED FOR RECORDATION PURPOSES
SURVEYOR: JON N. STRANGE R.P.L.S.
SERIAL No. 4417
DATE: AUGUST, 2019

I HEREBY CERTIFY THAT THIS PLAT IS BASED ON AN ON THE GROUND SURVEY MADE UNDER MY SUPERVISION AND, TO THE BEST OF MY KNOWLEDGE, IS TRUE AND CORRECT, AND THAT THIS SURVEY CONFORMS TO THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION II LAND TITLE SURVEY.

JON N. STRANGE R.P.L.S. No. 4417

NOTES

1. F.B.C.C.F.=FORT BEND COUNTY CLERK'S FILE.
2. F.B.C.P.R.=FORT BEND COUNTY PLAT RECORDS.
3. F.B.C.O.P.R.=FORT BEND COUNTY OFFICIAL PUBLIC RECORDS..
4. ABSTRACTING PERFORMED AUGUST, 2018.
5. FIELD SURVEY PERFORMED AUGUST, 2018.
6. SEE METES AND BOUNDS DESCRIPTION FOR THIS PARCEL AND OTHER PARCELS DESCRIBING ROW TAKINGS.
7. THE BEARINGS HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983 (NAD'83), 2001 ADJUSTMENT
8. ALL COORDINATES AND DISTANCES SHOWN ARE SURFACE VALUES. TO CONVERT TO GRID VALUES BY A SCALE FACTOR OF 0.999870017.
9. EASEMENTS SHOWN HEREON ARE BASED ON RECORDED SUBDIVISION PLATS AND RESEARCH PREPARED BY POSTLE SERVICES, DATED MARCH, 2016 NO ADDITIONAL RESEARCH FOR EASEMENTS OR ENCUMBRANCES WAS PERFORMED BY JNS ENGINEERS, LLC.
10. ALL PROPOSED RIGHT OF WAY MONUMENTS ARE SET CAPPED 5/8" IRON RODS STAMPED "JNS ENG RPLS 4417" UNLESS OTHERWISE NOTED.

0 80 160

SCALE 1"=80'

JNS L.L.C.
JNS ENGINEERS, LLC
722 PIN OAK ROAD, STE 202A
HOUSTON, TEXAS 77484
TELEPHONE: (281) 391-3366 FAX: (281) 391-3375
T.B.P.E. FIRM REGISTRATION NO. F-11653

BOUNDARY SURVEY OF A ___ ACRE (___ SQ.FT.) TRACT TRACT OUT OF THE REMAINDER OF A CALLED 79.027 AC. F.B.C.C.F. NO. 9722234 F.B.C.O.P.R. IN THE RANDALL JONES LEAGUE SURVEY, ABSTRACT-42
FORT BEND COUNTY, TEXAS
PARCEL NO. UVE 6E
ACCESS EASEMENT ABANDONMENT

DRAWN: BDP	JOB NO. 252-08	1 OF 1
DESIGNED: JNS	DATE: JUNE 2020	
APPROVED: JNS	SCALE: 1"=80'	

12 Jun 2020 12:45PM bpenaverd
J:\Jobs\252-08_BRANDT LAKE\EXHIBIT\PARCEL INDEX EXHIBITS\PARCEL INDEX EXHIBITS.dwg

Exhibit B

DONATION DEED

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

That, **PECAN GROVE MUNICIPAL UTILITY DISTRICT,** a political subdivision of the State of Texas ("Grantor"), for and in consideration of the District's receipt of facilities relocation costs, have GRANTED and CONVEYED, and by these presents do GRANT and CONVEY unto the said **FORT BEND COUNTY, TEXAS**, a body corporate and politic under the laws of the State of Texas ("Grantee"), all that certain tract or parcel of land situated in the County of Fort Bend, State of Texas, as more particular described on Exhibit A attached hereto (the "Property").

Grantor conveys the Property to Grantee only for public use and enjoyment as and for a public street or road, together with the electrical power and telecommunications, gas, water, sanitary and storm sewer lines constructed in the road right of way. If, at any time, after the Property is used for Brandt Road, Grantee ceases to use the Property for public purposes for a continuous period of three hundred sixty-five (365) successive, calendar days or publicly abandons the road, then title to the Property shall revert to Grantor, without further action or cost to Grantor. In such event, within ninety (90) days of such an event, Grantee shall quitclaim all right, title, and interest in the Property to Grantor by quitclaim deed.

TO HAVE AND TO HOLD the above described land, together with all and singular the rights and appurtenances thereto in any wise belonging, unto Grantee, its successors or assigns forever.

GRANTEE IS TAKING POSSESSION OF THE PROPERTY ON AN "AS IS" "WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED OF ANY KIND OR NATURE. WITHOUT LIMITATION, AND GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OR, AS TO, CONCERNING OR WITH RESPECT TO: (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF SUCH PROPERTY, OR (F) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. WITHOUT LIMITING THE FOREGOING, GRANTOR DOES NOT MAKE, AND HAS NOT MADE, ANY REPRESENTATION OR WARRANTY REGARDING THE PRESENCE OR ABSENCE OF ANY HAZARDOUS SUBSTANCES ON, UNDER OR ABOUT THE PROPERTY OR THE COMPLIANCE OR NONCOMPLIANCE OF THE PROPERTY WITH THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, CONSERVATION AND LIABILITY ACT, THE SUPERFUND AMENDMENT AND REAUTHORIZATION ACT, THE RESOURCE CONSERVATION RECOVERY ACT, THE FEDERAL WATER POLLUTION CONTROL ACT, THE CLEAN AIR ACT, THE TEXAS NATURAL RESOURCES CODE, THE TEXAS WATER CODE, THE TEXAS SOLID WASTE DISPOSAL ACT, THE TEXAS HAZARDOUS SUBSTANCES SPILL PREVENTION AND CONTROL ACT, AND SO CALLED FEDERAL, STATE OR LOCAL "SUPERFUND" OR "SUPERLIEN" STATUTE, OR ANY OTHER STATUTE, LAW, ORDINANCE, CODE, RULE, REGULATION, ORDER OR DECREE REGULATING, RELATING TO, OR IMPOSING LIABILITY (INCLUDING STRICT LIABILITY) OR STANDARDS OF CONDUCT CONCERNING ANY HAZARDOUS SUBSTANCES (COLLECTIVELY, THE "HAZARDOUS SUBSTANCE LAWS"). FOR PURPOSES HEREIN, THE TERM "HAZARDOUS SUBSTANCES" SHALL MEAN AND INCLUDE THOSE ELEMENTS OR COMPOUNDS WHICH ARE CONTAINED ON THE LIST OF HAZARDOUS SUBSTANCES ADOPTED BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY AND THE LIST OF TOXIC

POLLUTANTS DESIGNATED BY CONGRESS OR THE ENVIRONMENTAL PROTECTION AGENCY OR UNDER ANY HAZARDOUS SUBSTANCE LAWS. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT, BEING GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE IS TAKING POSSESSION OF THE PROPERTY PURSUANT TO GRANTEE'S INDEPENDENT EXAMINATION, STUDY, INSPECTION AND KNOWLEDGE OF THE PROPERTY AND GRANTEE IS RELYING SOLELY UPON GRANTEE'S OWN DETERMINATION OF THE VALUE OF THE PROPERTY AND USES TO WHICH THE PROPERTY MAY BE PUT, AND NOT ANY INFORMATION PROVIDED (OR TO BE PROVIDED) BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED (OR TO BE PROVIDED) WITH RESPECT TO THE PROPERTY WAS OR WILL BE OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE, AND WILL NOT BE OBLIGATED TO MAKE, ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF ANY SUCH INFORMATION AND GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AS TO THE ACCURACY OR COMPLETENESS OF ANY SUCH INFORMATION.

This conveyance is subject to all easements, restrictions and reservations of record in the County Clerk's Official Public Records of Real Property of Fort Bend County, Texas, which affect the property herein conveyed, to the extent they are valid and subsisting and are enforceable against a political subdivision of the State of Texas.

And Grantor does hereby bind itself and its, successors and assigns to warrant and forever defend all and singular the said land 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, except as to the reservations from and exceptions to conveyance and warranty.

[EXECUTION PAGES FOLLOW]

EXECUTED this _____ day of _____, 2020.

PECAN GROVE MUNICIPAL UTILITY DISTRICT

By:_____
Ryan Yokubaitis President

ATTEST:

By:_____
Jean Gobar, Assistant Secretary (Seal)

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 24th day of November, 2020, by Ryan Yokubaitis, President, and Jean Gobar, Assistant Secretary, of the Board of Directors of Pecan Grove Municipal Utility District, a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
Notary Public, State of Texas

(PLACE NOTARY SEAL ABOVE)

AGREED TO AND ACCEPTED this _____ day of _____, 2020.

_____
KP George, County Judge

APPROVED AS TO FORM:

_____
Assistant County Attorney

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the ___ day of _____, 2020, by KP George, County Judge of Fort Bend County, Texas.

(NOTARY SEAL)

_____
Notary Public, State of Texas

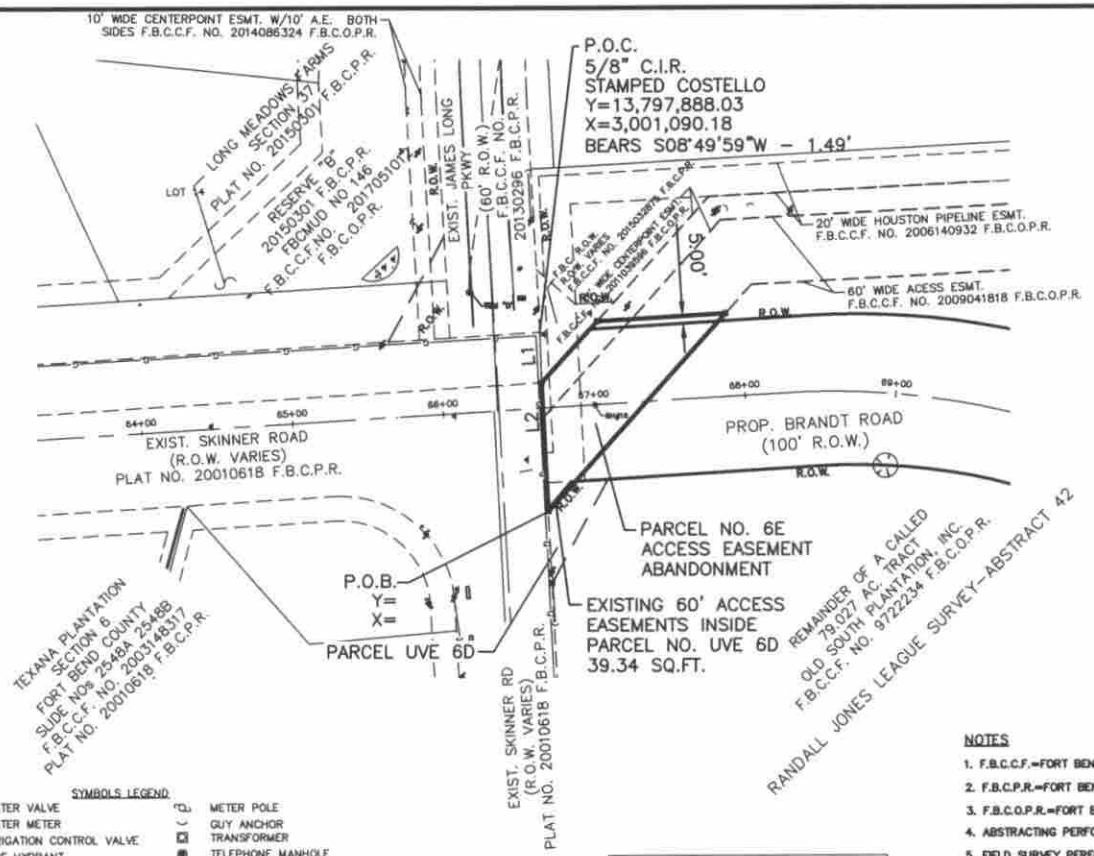
Attachment:
Exhibit A –Description of the Land

Grantor' address:
c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attn: Jane Miller

Grantee's address:
401 Jackson St.
Richmond, TX 77469

Exhibit A

[Property Description]



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- WATER METER
- IRRIGATION CONTROL VALVE
- FIRE HYDRANT
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● NOT FOUND
■ INDICATES SET 5/8" I.R. "JNS ENGINEERS" CAP OR AS NOTED
○ INDICATES FOUND MONUMENT AS NOTED

FOR INTERIM REVIEW ONLY

DOCUMENT INCOMPLETE: NOT INTENDED FOR RECORDATION PURPOSES
SURVEYOR: JON N. STRANGE R.P.L.S.
SERIAL No. 4417
DATE: AUGUST, 2019

I HEREBY CERTIFY THAT THIS PLAT IS BASED ON AN ON THE GROUND SURVEY MADE UNDER MY SUPERVISION AND, TO THE BEST OF MY KNOWLEDGE, IS TRUE AND CORRECT, AND THAT THIS SURVEY CONFORMS TO THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION II LAND TITLE SURVEY.

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0 80 160
SCALE 1"=80'

JNS ENGINEERS, LLC
722 PIN OAK ROAD, STE 202A
HOUSTON, TEXAS 77494
TELEPHONE: (281) 391-3366 FAX: (281) 391-3375
T.B.P.E. FIRM REGISTRATION NO. F-11653

BOUNDARY SURVEY OF A ___ ACRE (____ SQ.FT.) TRACT TRACT OUT OF THE REMAINDER OF A CALLED 79.027 AC. F.B.C.C.F. NO. 9722234 F.B.C.O.P.R. IN THE RANDALL JONES LEAGUE SURVEY, ABSTRACT-42
FORT BEND COUNTY, TEXAS
PARCEL NO. UVE 6E
ACCESS EASEMENT ABANDONMENT

DRAWN: BDF	JOB NO. 262-08	1 OF 1
DESIGNED: JNS	DATE: JUNE 2020	
APPROVED: JNS	SCALE: 1"=80'	

12 Jun 2020 12:45PM bpeasant
J:\Wbs\262-08_BRANDT LAKE\DRAWINGS\PARCEL INDEX EXHIBITS\PARCEL INDEX EXHIBITS.dwg

SWTP ENTRY MODIFICATIONS

PRELIMINARY CONSTRUCTION COST ESTIMATE

COST SUMMARY

		TOTAL
1.	Excavation and Paving	$7,400.00
2.	Storm Water Pollution Prevention Plan	$5,400.00
3.	Fence and Gate Modifications	$37,500.00
4.	Construction Staking Services	$1,500.00
	Sub-Total Construction Costs	**$51,800.00**
	Contingencies (15%)	$7,800.00
	Total Construction Costs	**$59,600.00**
	Professional Fee Allowance	$10,000.00
	TOTAL PRELIMINARY CONSTRUCTION COST ESTIMATE	**$69,600.00**

Notes:

1. Estimate does not include any additional costs that may be required for development outside the scope outlined above. These fees may include construction materials testing, geotechnical services, adjustments of existing private utilities (pipeline or "dry" utilities), etc.

2. The quantities reflected on this estimate were tabulated from a one line conceptual drawing. The unit prices shown hereon are based on current bid prices received in this office and are subject to change pending completion of construction plans.