

INTERLOCAL AGREEMENT REGARDING PROPERTY DONATION

THIS INTERLOCAL AGREEMENT REGARDING PROPERTY DONATION (this "Agreement") is entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between FORT BEND COUNTY, TEXAS, a political subdivision of the State of Texas, acting by and through its Commissioners Court, (the "County"), and the CITY OF MISSOURI CITY, a municipal corporation and home-rule city of the State of Texas, acting by and through its City Council, (the "City").

RECITALS

The City 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 Moore Road under its Mobility Bond Project Number 17218x, which will require the acquisition of the Property from the City (the "Road").

The City 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 County desires to accept such conveyance by the City 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 City agree as follows:

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.

2. Purpose. The purpose of this Agreement is to outline the terms of the conveyance by donation of the Property from the City to the County.

3. Donation. Upon final execution of this Agreement, the City will convey the Property to the County and the County will accept the Property from the City by donation deed in substantially 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 City, without

further action or cost to the City. 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 City by quitclaim deed.

4. Reimbursement of Costs for Improvements. The County's acquisition of the Property will eliminate access to certain improvements within the Property previously funded by the City (the "Improvements") as described in the Exhibit C attached hereto and incorporated herein for all purposes. In consideration for the conveyance of the Property from the City, the County shall pay the City the contributory value of the Improvements at a total amount of \$58,516.00 within thirty (30) days of final execution of this Agreement

5. Liability. The County and the City are entitled to the immunities and defenses of the Texas Tort Claims Act.

6. Maintenance. The County shall assume full responsibility for operating and maintaining the Property and the Road, and the City will have no obligation to operate or maintain the Property or the Road after the City's execution of the Donation Deed.

7. Limit of Appropriation.

a. Prior to the execution of this Agreement, the City has been advised by the County, and the City clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that the County shall have available the total maximum amount of \$58,516.00, specifically allocated to fully discharge any and all liabilities that may be incurred by the County for its obligations under this Agreement.

b. The City does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum funding that the City may become entitled to hereunder and the total maximum amount that the County will pay the City hereunder will not under any condition, circumstance or interpretation hereof exceed \$58,516.00.

c. Each party paying for the performance of its obligations under this Agreement shall make those payments from current revenues available to that Party.

8. 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.

9. No Third Party Beneficiaries. The parties do not intend that any specific third party obtain a right by virtue of the execution of performance of this Agreement.

10. Entire Agreement. This Agreement contains the entire agreement between the parties 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.

11. Execution. This Agreement has been executed by the County and the City upon and by the authority of their respective governing bodies. This Agreement shall become effective upon the date executed by the final party hereto, and remain in effect until the obligations under Sections 3. and 4. of this Agreement are fulfilled.

FORT BEND COUNTY, TEXAS



KP George, County Judge
County Judge KP George

7.27.2021

Date


ATTEST:



Laura Richard, County Clerk



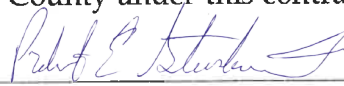
APPROVED AS TO FORM:



Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 58,516.00 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor

CITY OF MISSOURI CITY, TEXAS

By: _____

Robin J. Elackatt
Robin J. Elackatt, Mayor

Date: _____

July 6, 2021

ATTEST:

By: _____

Maria Jackson
Maria Jackson, City Secretary

(Seal)



Exhibit A

[Property Description]

November, 2020

Parcel No. 7

Page 1 of 3

EXHIBIT A

County: Fort Bend
Highway: Moore Road
Project Limits: 5th Street to Court Road

PROPERTY DESCRIPTION FOR PARCEL NO. 7

BEING a 0.7992 of an acre (34,812 square feet) parcel of land located in the W. T. Neal Survey, Abstract Number 64, Fort Bend County, Texas, and out of and a part of a called 13.193 acre tract, a called 15.5852 acre tract and a called 9.190 acre tract conveyed to the City of Missouri City, Texas, deeds recorded under County Clerk's File Numbers 8617162, 8758511 and 9518914 respectively, of the Official Public Records, Fort Bend County, Texas. Said 0.7992 of an acre parcel being more particularly described as follows (bearings are based on the Texas Coordinate System of 1983, South Central Zone):

COMMENCING at a steel pipe with threaded cap in concrete found in the northerly line of said 15.5852 acre tract and in the southerly line of Unrestricted Reserve "D", Block 1, Miramonte Village, a subdivision of record in Slide Number 20180246 of the Plat Records of Fort bend County, Texas;

THENCE, South 78° 20' 55" West, with the northerly line of said 15.5852 acre tract and the southerly line of said Unrestricted Reserve "D", a distance of 1,631.24 feet to a 5/8 inch iron rod with cap stamped "Cobb Fendley & Associates" set marking the POINT OF BEGINNING and northeasterly corner of the herein described tract;

THENCE, South 34° 27' 39" East, over and across said 15.5852 acre tract, a distance of 124.98 feet to a 5/8 inch iron rod with cap stamped "Cobb Fendley & Associates" set marking an angle point in the northeasterly line of the herein described tract;

THENCE, South 34° 07' 28" East, over and across said 15.5852 acre tract, at a distance of 432.69 feet pass the common line of said 15.5852 acre tract and said 13.193 acre tract, continuing, over and across said 13.193 acre tract, at a distance of 880.46 feet pass the common line of said 13.193 acre tract and said 9.190 acre tract, and continuing, over and across said 9.190 acre tract, in all, a distance of 986.34 feet to a 5/8 inch iron rod with cap stamped "Cobb Fendley & Associates" set marking the southeasterly corner of the herein described tract;

THENCE, South 55° 52' 32" West, over and across said 9.190 acre tract, a distance of 37.50 feet to a point in the centerline of Moore Road (width varies – as generally recognized), in the southwesterly line of said 9.190 acre tract and for the southwesterly corner of the herein described tract;

EXHIBIT A

THENCE, North 34° 07' 28" West, with the centerline of said Moore Road and the southwesterly line of said 9.190 acre tract, a distance of 115.78 feet to a point for the northwesterly corner of said 9.190 acre tract and an angle point in the southwesterly line of the herein described tract;

THENCE, North 70° 40' 11" East, with the northerly line of said 9.190 acre tract, a distance of 19.64 feet to a point in the northeasterly right-of-way line of said Moore Road, for the southwesterly corner of said 13.193 acre tract and an interior corner of the herein described tract;

THENCE, North 34° 53' 31" West, with the northeasterly right-of-way line of said Moore Road and the southwesterly line of said 13.193 acre tract, a distance of 449.40 feet to a point in the southerly line of said 15.5852 acre tract, for the northwesterly corner of said 13.193 acre tract and an interior corner of the herein described tract;

THENCE, South 70° 40' 11" West, with the southerly line of said 15.5852 acre tract, a distance of 13.41 feet to a point in the centerline of said Moore Road, for the southwesterly corner of said 15.5852 acre tract and an angle point in the southwesterly line of the herein described tract;

THENCE, North 34° 07' 28" West, with the centerline of said Moore Road and the southwesterly line of said 15.5852 acre tract, a distance of 422.68 feet to an angle point in the southwesterly line of the herein described tract;

THENCE, North 34° 27' 39" West, with the centerline of said Moore Road and the southwesterly line of said 15.5852 acre tract, a distance of 140.64 feet to a point for the northwesterly corner of said 15.5852 acre tract and the herein described tract;

THENCE, North 78° 20' 55" East, with the northerly line of said 15.5852 acre tract, at a distance of 37.97 feet pass a 5/8 inch iron rod with cap stamped "Team" found marking the southeasterly corner of a 10 foot wide right-of-way dedication for the widening of Moore Road as delineated on said plat of Miramonte Village, and marking the southwesterly corner of said Unrestricted Reserve "D", and continuing, with the southerly line of said Unrestricted Reserve "D", in all, a distance of 40.68 feet to the POINT OF BEGINNING and containing 0.7992 of an acre (34,812 square feet) of land.

EXHIBIT A

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

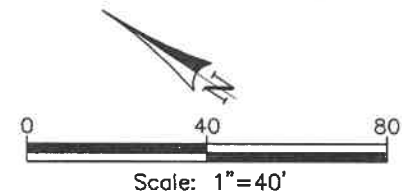
This survey was performed without the benefit of a title commitment, easements, covenants and/or restrictions may exist which are not shown hereon.

Cobb, Fendley & Associates, Inc.
TBPLS Firm Registration No. 100467
13430 Northwest Freeway, Suite 1100
Houston, Texas 77040
(713) 462-3242

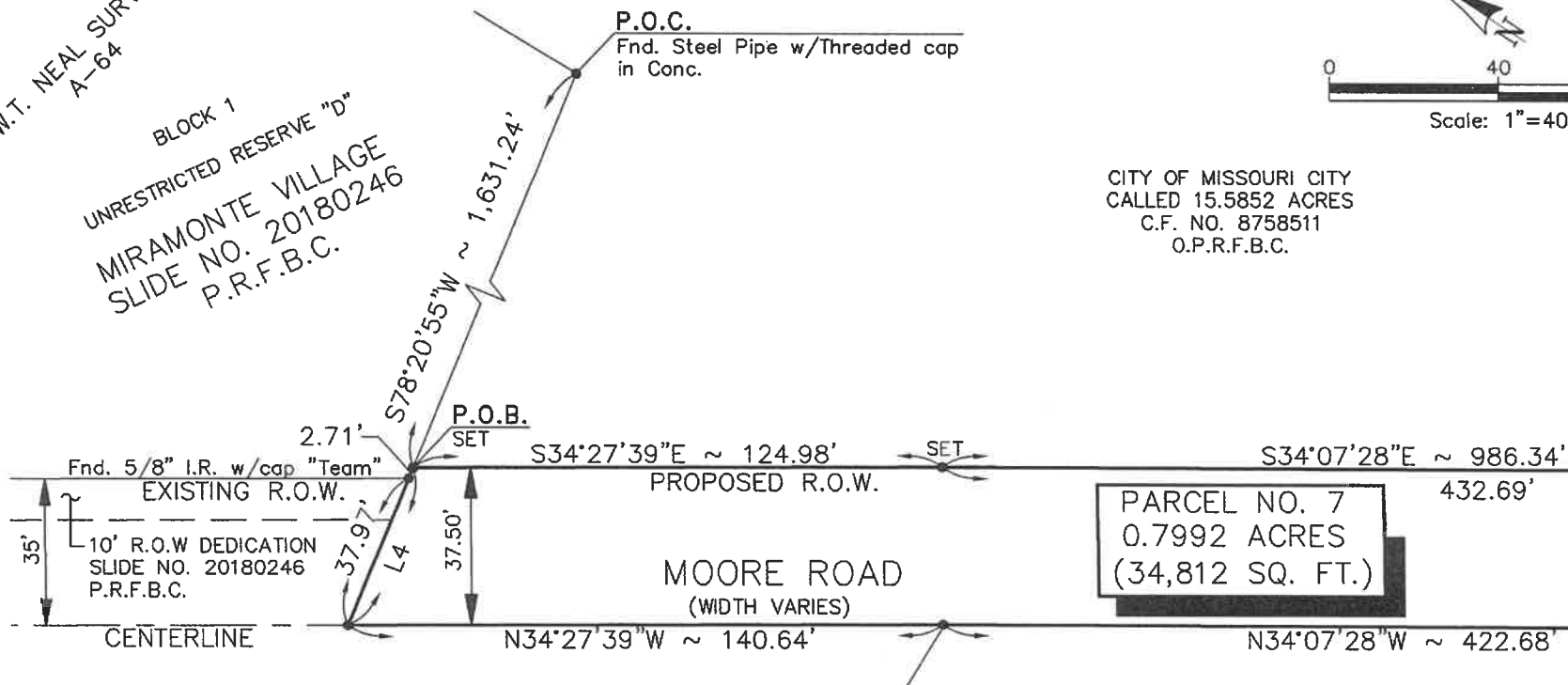


W.T. NEAL SURVEY
A-64

BLOCK 1
UNRESTRICTED RESERVE "D"
MIRAMONTE VILLAGE
SLIDE NO. 20180246
P.R.F.B.C.



CITY OF MISSOURI CITY
CALLED 15.5852 ACRES
C.F. NO. 8758511
O.P.R.F.B.C.



MATCHLINE SHEET NO. 2

LINE TABLE		
LINE	BEARING	DISTANCE
L4	N 78°20'55" E	40.68'

NOTES:

Bearings are based on the Texas Coordinate System of 1983, South Central Zone.

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

Field work was performed during the months of August thru September, 2020.

"Set" denotes a set 5/8" iron rod with cap stamped "Cobb Fendley & Associates"



CobbFendley

TBPE Firm Registration No. 274

TBPLS Firm Registration No. 100467

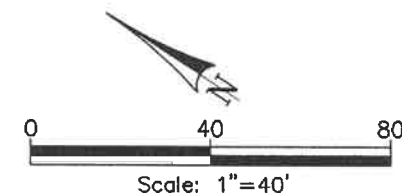
13430 Northwest Freeway, Suite 1100 Houston, Texas 77040

713.462.3242 | fax 713.462.3262 | www.cobb fendley.com

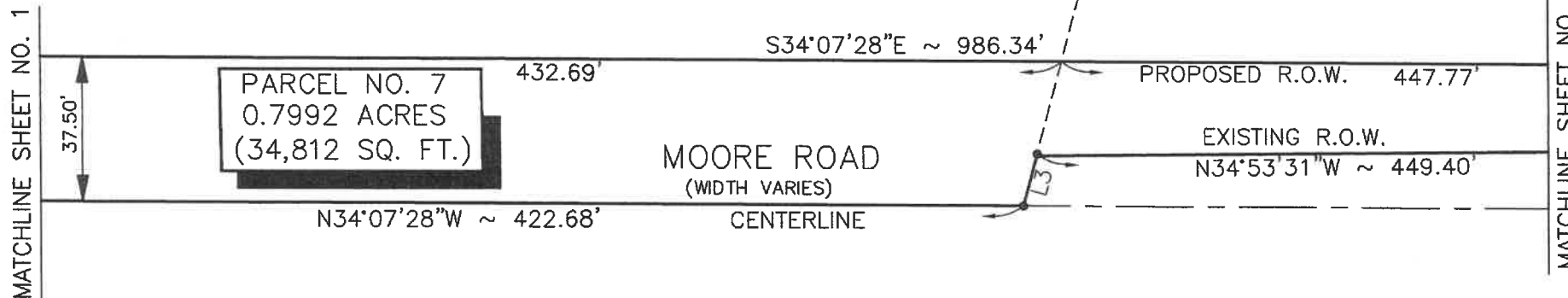
DATE:	11-13-2020	SHEET 1 OF 4	REVISED
SCALE:	1"=40'	F.B. NO. 3134	
DRAWN BY:	BM	PROJECT NO. 2011-014-01	

W.T. NEAL SURVEY
A-64

CITY OF MISSOURI CITY
CALLED 15.5852 ACRES
C.F. NO. 8758511
O.P.R.F.B.C.



CITY OF MISSOURI CITY
CALLED 13.193 ACRES
C.F. NO. 8617162
O.P.R.F.B.C.



LINE TABLE		
LINE	BEARING	DISTANCE
L3	S 70°40'11" W	13.41'

NOTES:

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CobbFendley

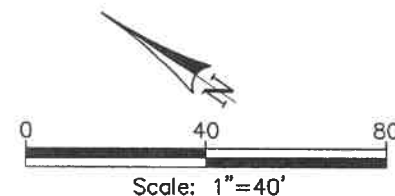
TBPE Firm Registration No. 274

TBPLS Firm Registration No. 100467

13430 Northwest Freeway, Suite 1100 Houston, Texas 77040
713.462.3242 | fax 713.462.3262 | www.cobb fendley.com

DATE: 11-13-2020	SHEET 2 OF 4	REVISED
SCALE: 1"=40'	F.B. NO. 3134	
DRAWN BY: BM	PROJECT NO. 2011-014-01	

W.T. NEAL SURVEY
A-64



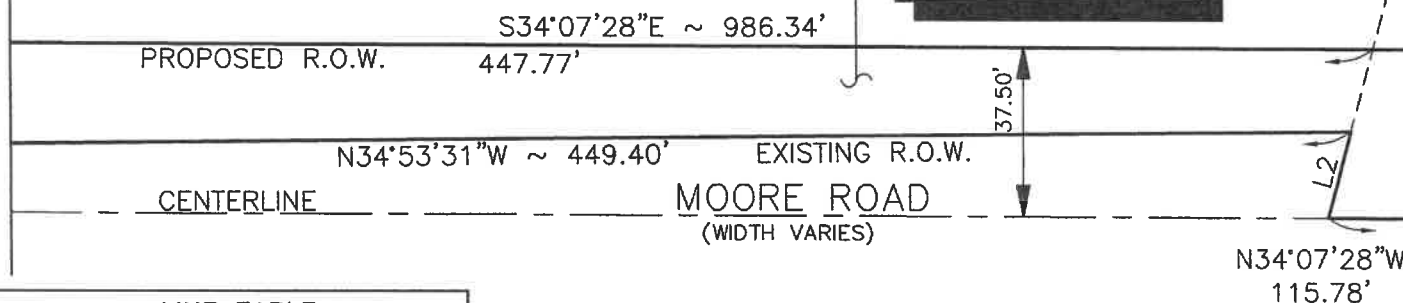
CITY OF MISSOURI CITY
CALLED 13.193 ACRES
C.F. NO. 8617162
O.P.R.F.B.C.

CITY OF MISSOURI CITY
CALLED 9.190 ACRES
C.F. NO. 9518914
O.P.R.F.B.C.

MATCHLINE SHEET NO. 2

PARCEL NO. 7
0.7992 ACRES
(34,812 SQ. FT.)

MATCHLINE SHEET NO. 4



LINE TABLE

LINE	BEARING	DISTANCE
L2	N 70°40'11" E	19.64'

NOTES:

Bearings are based on the Texas Coordinate System of 1983, South Central Zone.

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Field work was performed during the months of August thru September, 2020.

"Set" denotes a set 5/8" iron rod with cap stamped "Cobb Fendley & Associates"

CobbFendley

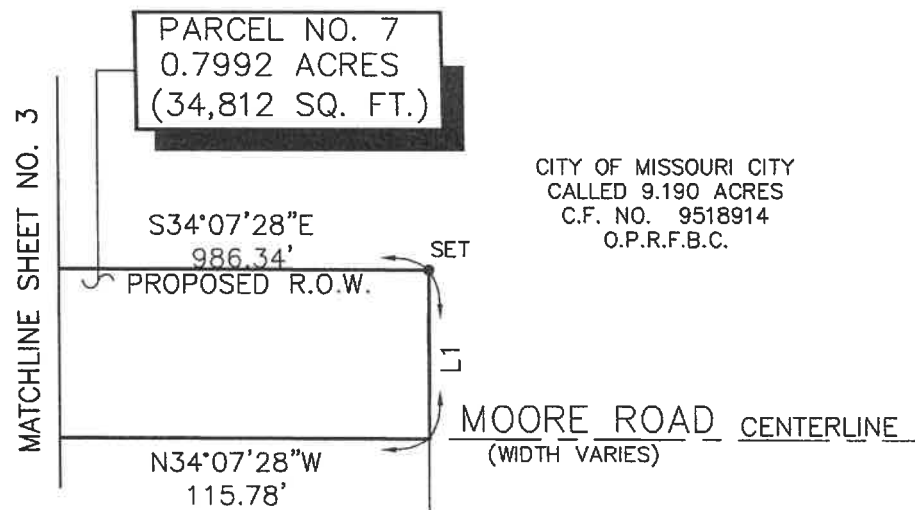
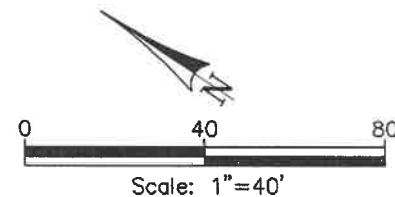
TBPE Firm Registration No. 274

TBPLS Firm Registration No. 100467

13430 Northwest Freeway, Suite 1100 Houston, Texas 77040
713.462.3242 | fax 713.462.3262 | www.cobbfendley.com

DATE: 11-23-2020	SHEET 3 OF 4	REVISED
SCALE: 1"=40'	F.B. NO. 3134	
DRAWN BY: BM	PROJECT NO. 2011-014-01	

W.T. NEAL SURVEY
A-64



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 55°52'32" W	37.50'

NOTES:

Bearings are based on the Texas Coordinate System of 1983, South Central Zone.

This survey was performed without the benefit of a title commitment, easements, covenants and/or restrictions may exist which are not shown hereon.

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Field work was performed during the months of August thru September, 2020.

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CobbFendley

TBPE Firm Registration No. 274

TBPLS Firm Registration No. 100467

13430 Northwest Freeway, Suite 1100 Houston, Texas 77040

713.462.3242 | fax 713.462.3262 | www.cobb fendley.com

DATE: 11-23-2020	SHEET 4 OF 4	REVISED
SCALE: 1"=40'	F.B. NO. 3134	
DRAWN BY: BM	PROJECT NO. 2011-014-01	

Exhibit B

DONATION DEED

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

That, the **CITY OF MISSOURI CITY**, a municipal corporation and home-rule city of the State of Texas ("Grantor"), for and in consideration of the City'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 Moore 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 6th day of July, 2021.

CITY OF MISSOURI CITY, TEXAS

By: Robin J. Elackatt
Robin J. Elackatt, Mayor

ATTEST:

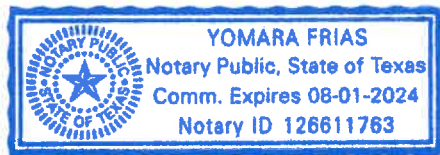
By: Maria Jackson
Maria Jackson City Secretary

(Seal)



THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 6 day of July, 2021, by Robin J. Elackatt, Mayor, of the City of Missouri City, Texas, a municipal corporation and home-rule city of the State of Texas, on behalf of said home-rule city.



[Signature]
Notary Public, State of Texas

(PLACE NOTARY SEAL ABOVE)

AGREED TO AND ACCEPTED this ____ day of _____, 2021.

KP George, County Judge

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

 This instrument was acknowledged before me on the ____ day of _____, 2021, 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's address:

c/o City Attorney
3485 Cartwright Road
Missouri City, Texas 77459
Attn: Joseph N. Quintal

Grantee's address:

401 Jackson St.
Richmond, TX 77469

(Exhibit A to Donation Deed)

[Property Description]

November, 2020

Parcel No. 7

Page 1 of 3

EXHIBIT A

County: Fort Bend
Highway: Moore Road
Project Limits: 5th Street to Court Road

PROPERTY DESCRIPTION FOR PARCEL NO. 7

BEING a 0.7992 of an acre (34,812 square feet) parcel of land located in the W. T. Neal Survey, Abstract Number 64, Fort Bend County, Texas, and out of and a part of a called 13.193 acre tract, a called 15.5852 acre tract and a called 9.190 acre tract conveyed to the City of Missouri City, Texas, deeds recorded under County Clerk's File Numbers 8617162, 8758511 and 9518914 respectively, of the Official Public Records, Fort Bend County, Texas. Said 0.7992 of an acre parcel being more particularly described as follows (bearings are based on the Texas Coordinate System of 1983, South Central Zone):

COMMENCING at a steel pipe with threaded cap in concrete found in the northerly line of said 15.5852 acre tract and in the southerly line of Unrestricted Reserve "D", Block 1, Miramonte Village, a subdivision of record in Slide Number 20180246 of the Plat Records of Fort bend County, Texas;

THENCE, South 78° 20' 55" West, with the northerly line of said 15.5852 acre tract and the southerly line of said Unrestricted Reserve "D", a distance of 1,631.24 feet to a 5/8 inch iron rod with cap stamped "Cobb Fendley & Associates" set marking the POINT OF BEGINNING and northeasterly corner of the herein described tract;

THENCE, South 34° 27' 39" East, over and across said 15.5852 acre tract, a distance of 124.98 feet to a 5/8 inch iron rod with cap stamped "Cobb Fendley & Associates" set marking an angle point in the northeasterly line of the herein described tract;

THENCE, South 34° 07' 28" East, over and across said 15.5852 acre tract, at a distance of 432.69 feet pass the common line of said 15.5852 acre tract and said 13.193 acre tract, continuing, over and across said 13.193 acre tract, at a distance of 880.46 feet pass the common line of said 13.193 acre tract and said 9.190 acre tract, and continuing, over and across said 9.190 acre tract, in all, a distance of 986.34 feet to a 5/8 inch iron rod with cap stamped "Cobb Fendley & Associates" set marking the southeasterly corner of the herein described tract;

THENCE, South 55° 52' 32" West, over and across said 9.190 acre tract, a distance of 37.50 feet to a point in the centerline of Moore Road (width varies – as generally recognized), in the southwesterly line of said 9.190 acre tract and for the southwesterly corner of the herein described tract;

November, 2020

Parcel No. 7

Page 2 of 3

EXHIBIT A

THENCE, North 34° 07' 28" West, with the centerline of said Moore Road and the southwesterly line of said 9.190 acre tract, a distance of 115.78 feet to a point for the northwesterly corner of said 9.190 acre tract and an angle point in the southwesterly line of the herein described tract;

THENCE, North 70° 40' 11" East, with the northerly line of said 9.190 acre tract, a distance of 19.64 feet to a point in the northeasterly right-of-way line of said Moore Road, for the southwesterly corner of said 13.193 acre tract and an interior corner of the herein described tract;

THENCE, North 34° 53' 31" West, with the northeasterly right-of-way line of said Moore Road and the southwesterly line of said 13.193 acre tract, a distance of 449.40 feet to a point in the southerly line of said 15.5852 acre tract, for the northwesterly corner of said 13.193 acre tract and an interior corner of the herein described tract;

THENCE, South 70° 40' 11" West, with the southerly line of said 15.5852 acre tract, a distance of 13.41 feet to a point in the centerline of said Moore Road, for the southwesterly corner of said 15.5852 acre tract and an angle point in the southwesterly line of the herein described tract;

THENCE, North 34° 07' 28" West, with the centerline of said Moore Road and the southwesterly line of said 15.5852 acre tract, a distance of 422.68 feet to an angle point in the southwesterly line of the herein described tract;

THENCE, North 34° 27' 39" West, with the centerline of said Moore Road and the southwesterly line of said 15.5852 acre tract, a distance of 140.64 feet to a point for the northwesterly corner of said 15.5852 acre tract and the herein described tract;

THENCE, North 78° 20' 55" East, with the northerly line of said 15.5852 acre tract, at a distance of 37.97 feet pass a 5/8 inch iron rod with cap stamped "Team" found marking the southeasterly corner of a 10 foot wide right-of-way dedication for the widening of Moore Road as delineated on said plat of Miramonte Village, and marking the southwesterly corner of said Unrestricted Reserve "D", and continuing, with the southerly line of said Unrestricted Reserve "D", in all, a distance of 40.68 feet to the POINT OF BEGINNING and containing 0.7992 of an acre (34,812 square feet) of land.

EXHIBIT A

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

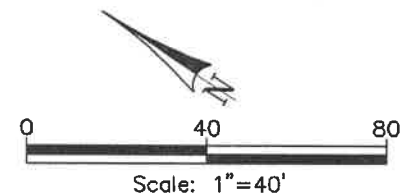
This survey was performed without the benefit of a title commitment, easements, covenants and/or restrictions may exist which are not shown hereon.

Cobb, Fendley & Associates, Inc.
TBPLS Firm Registration No. 100467
13430 Northwest Freeway, Suite 1100
Houston, Texas 77040
(713) 462-3242

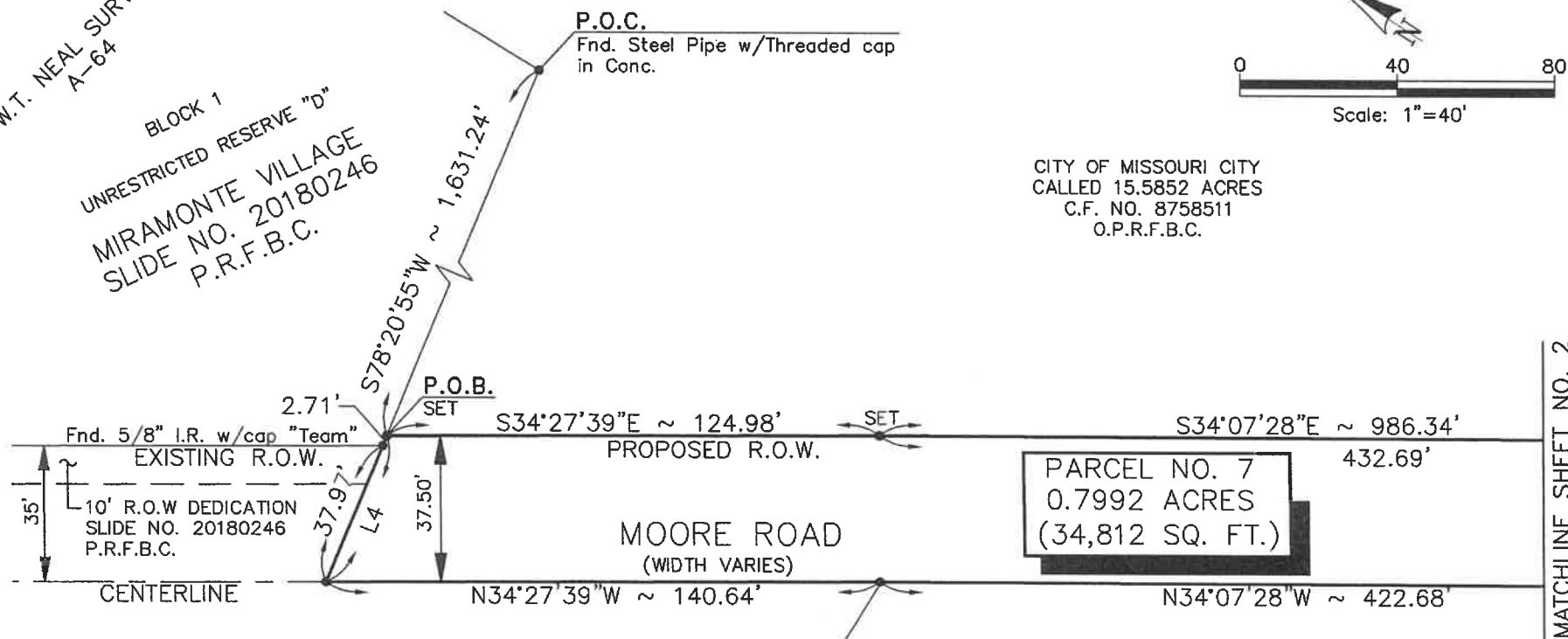


W.T. NEAL SURVEY
A-64

BLOCK 1
UNRESTRICTED RESERVE "D"
MIRAMONTE VILLAGE
SLIDE NO. 20180246
P.R.F.B.C.



CITY OF MISSOURI CITY
CALLED 15.5852 ACRES
C.F. NO. 8758511
O.P.R.F.B.C.



LINE TABLE		
LINE	BEARING	DISTANCE
L4	N 78°20'55" E	40.68'

NOTES:

Bearings are based on the Texas Coordinate System of 1983, South Central Zone.

This survey was performed without the benefit of a title commitment, easements, covenants and/or restrictions may exist which are not shown hereon.

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

Field work was performed during the months of August thru September, 2020.

"Set" denotes a set 5/8" iron rod with cap stamped "Cobb Fendley & Associates"



CobbFendley

TBPE Firm Registration No. 274

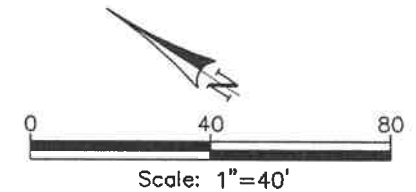
TBPLS Firm Registration No. 100467

13430 Northwest Freeway, Suite 1100 Houston, Texas 77040
713.462.3242 | fax 713.462.3262 | www.cobbfendley.com

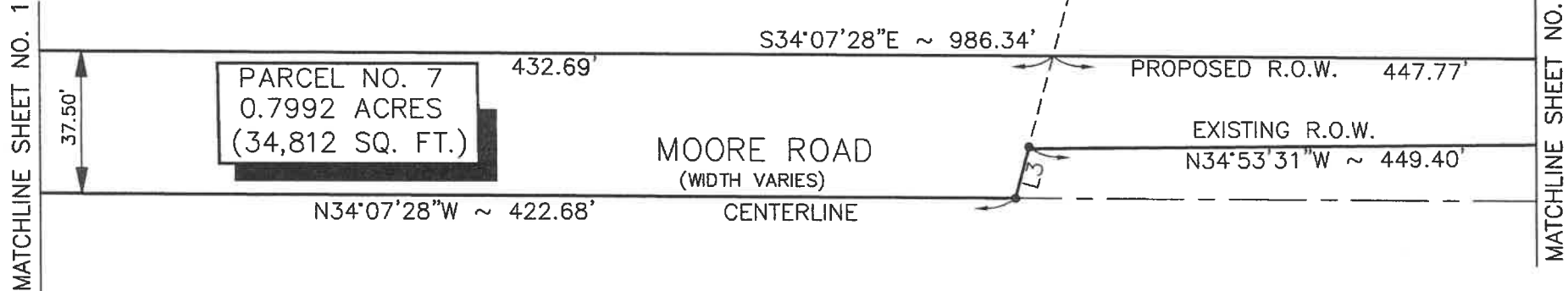
DATE: 11-13-2020	SHEET 1 OF 4	REVISED
SCALE: 1"=40'	F.B. NO. 3134	
DRAWN BY: BM	PROJECT NO. 2011-014-01	

W.T. NEAL SURVEY
A-64

CITY OF MISSOURI CITY
CALLED 15.5852 ACRES
C.F. NO. 8758511
O.P.R.F.B.C.



CITY OF MISSOURI CITY
CALLED 13.193 ACRES
C.F. NO. 8617162
O.P.R.F.B.C.



LINE TABLE		
LINE	BEARING	DISTANCE
L3	S 70°40'11" W	13.41'

NOTES:

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Field work was performed during the months of August thru September, 2020.

"Set" denotes a set 5/8" iron rod with cap stamped "Cobb Fendley & Associates"

CobbFendley

TBPE Firm Registration No. 274

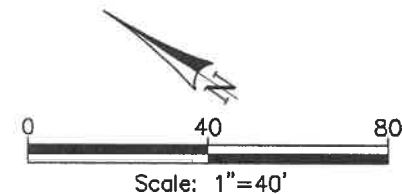
TBPLS Firm Registration No. 100467

13430 Northwest Freeway, Suite 1100 Houston, Texas 77040

713.462.3242 | fax 713.462.3262 | www.cobb fendley.com

DATE: 11-13-2020	SHEET 2 OF 4	REVISED
SCALE: 1"=40'	F.B. NO. 3134	
DRAWN BY: BM	PROJECT NO. 2011-014-01	

W.T. NEAL SURVEY
A-64



CITY OF MISSOURI CITY
CALLED 13.193 ACRES
C.F. NO. 8617162
O.P.R.F.B.C.

CITY OF MISSOURI CITY
CALLED 9.190 ACRES
C.F. NO. 9518914
O.P.R.F.B.C.

MATCHLINE SHEET NO. 2

MATCHLINE SHEET NO. 4

PARCEL NO. 7
0.7992 ACRES
(34,812 SQ. FT.)

PROPOSED R.O.W. S34°07'28"E ~ 986.34'
447.77'

N34°53'31"W ~ 449.40' EXISTING R.O.W.

CENTERLINE

MOORE ROAD
(WIDTH VARIES)

N34°07'28"W
115.78'

37.50'

L2

LINE TABLE

LINE	BEARING	DISTANCE
L2	N 70°40'11" E	19.64'

NOTES:

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Field work was performed during the months of August thru September, 2020.

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TBPE Firm Registration No. 274

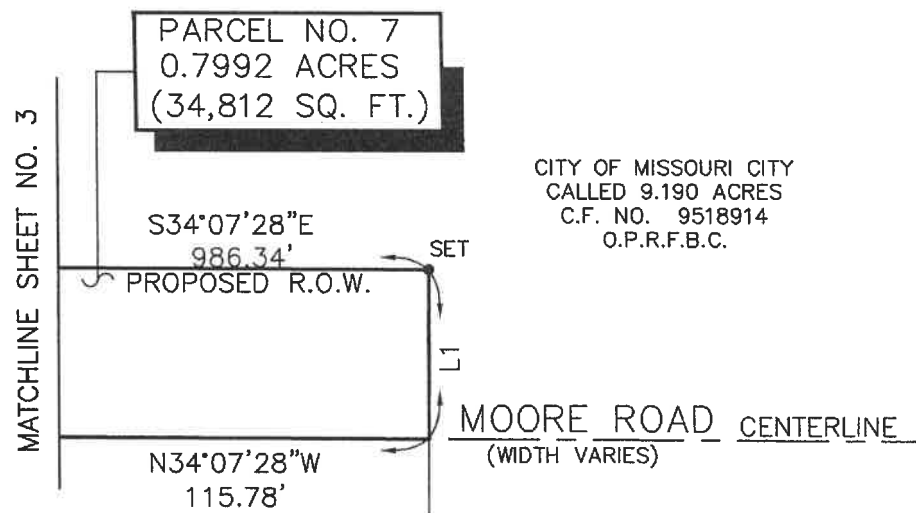
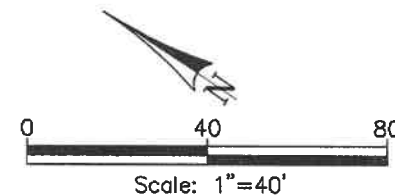
TBPLS Firm Registration No. 100467

13430 Northwest Freeway, Suite 1100 Houston, Texas 77040

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DATE: 11-23-2020	SHEET 3 OF 4	REVISED
SCALE: 1"=40'	F.B. NO. 3134	
DRAWN BY: BM	PROJECT NO. 2011-014-01	

W.T. NEAL SURVEY
A-64



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 55°52'32" W	37.50'

NOTES:

Bearings are based on the Texas Coordinate System of 1983, South Central Zone.

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Field work was performed during the months of August thru September, 2020.

"Set" denotes a set 5/8" iron rod with cap stamped "Cobb Fendley & Associates"

 **CobbFendley**

TBPE Firm Registration No. 274

TBPLS Firm Registration No. 100467

13430 Northwest Freeway, Suite 1100 Houston, Texas 77040

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DATE: 11-23-2020	SHEET 4 OF 4	REVISED
SCALE: 1"=40'	F.B. NO. 3134	
DRAWN BY: BM	PROJECT NO. 2011-014-01	

Exhibit C

[Costs of Improvements]

Land: 0.7992 AC or 34,812 SF @ \$3.00/SF @ 100% = \$104,436

Improvements within the acquisition consists of approximately 889 square feet of asphalt paving, 455 square feet of concrete paving, approximately 421 square feet of all weather paving, approximately 245 lineal feet of two rail wood fence, two steel swing gates, two power poles with three transformers, one light pole and one ball field lithe pole with three flood lights. The contributory value of the improvements in the acquisition is \$58,516.

Therefore, the total part to be acquired can be summarized as follows:

Improvements in the Acquisition		Estimated Land Value		Total – Part to be Acquired
\$58,516	+	\$104,436	=	\$182,391

PART ACQUIRED SCHEDULE				
Parcel 7				
Improvements*	SF/Units	\$ SF/Unit	Cost New (Less) Depreciation	Depreciated Value
Asphalt Paving	889 SF	@ \$6.52	\$5,796	
Less Physical Depreciation		20%	(\$1,159)	
Contributory Value				\$4,637
Concrete Paving	455 SF	@ \$9.21	\$4,191	
Less Physical Depreciation		20%	(\$838)	
Contributory Value				\$3,353
All-Weather Paving	421 SF	@ \$3.45	\$1,452	
Less Physical Depreciation		20%	(\$290)	
Contributory Value				\$1,162
2 Rail Wood Fencing	245 LF	@ \$12.00	\$2,940	
Less Physical Depreciation		20%	(\$588)	
Contributory Value				\$2,352
Steel Swing Gates	2	@ \$175	\$350	
Less Physical Depreciation		20%	(\$70)	
Contributory Value				\$280
Power Poles (3 Transformer)	2	@ \$26,250	\$52,500	
Less Physical Depreciation		20%	(\$10,500)	
Contributory Value				\$42,000
Light Pole	1	@ \$2,415	\$2,415	
Less Physical Depreciation		20%	(\$483)	
Contributory Value				\$1,932
Ball Field Pole/w. 3 Flood Lights	1	@ \$3,500	\$3,500	
Less Physical Depreciation		20%	(\$700)	
Contributory Value				\$2,800
Total Contributory Value of All Improvements				\$58,516
Land:				
	34,812 SF @	\$3.00 /SF @	100%	\$104,436
Indicated Value by the Cost Approach				\$162,952
<i>All numbers and calculations are rounded to the nearest whole number.</i>				
<i>*Includes improvements affected by the acquisition.</i>				