



SIDEWALK EASEMENT

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

THAT GRAND LAKES COMMUNITY ASSOCIATION, a Texas not for profit corporation ("Grantor"), for and in consideration of the sum of Ten & No/100 Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by GRAND LAKES MUNICIPAL UTILITY DISTRICT NO. 4, a political subdivision of the State of Texas ("MUD 4"), and FORT BEND COUNTY, a political subdivision of the State of Texas (the "County," and together with MUD 4, "Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed, and subject to the matters set forth below, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY, unto Grantee a non-exclusive right-of-way (the "Easement") for the purpose of constructing, maintaining, operating, repairing, altering, inspecting and reconstructing a pedestrian sidewalk and related appurtenances (the "Facilities"), subject to the terms and provisions hereinafter set forth, in, over, under, across, and through that certain tract or parcel of land containing 0.1972 acre, which 0.1972 acre is out of and part of the L.A. Patillo Survey, Abstract No. 306, Thomas Hobermaker Survey, Abstract No. 190, Fort Bend County, Texas, being over, through and across Restricted Reserve "B" of Grand Lakes Section Two, that certain tract or parcel of land containing 0.2047 acre, which 0.2047 acre is out of and part of the Thomas Hobermaker Survey, Abstract No. 190, Fort Bend County, Texas, being over, through and across Restricted Reserve "B" of Grand Lakes Section Seven, and that certain tract or parcel of land containing 6.3541 acre, which 6.3541 acres is out of and part of the L.A. Patillo Survey, Abstract No. 306, Thomas Hobermaker Survey, Abstract No. 190, Fort Bend County, Texas, being over, through and across Restricted Reserve "A" of Grand Lakes Section Eight, and said tracts of land being shown on Exhibit "A", attached hereto and incorporated herein by this reference for all purposes (collectively, the "Easement Tract").

Prior to the initial construction of the Facilities, Grantee shall have the right to go over and across the lands of Grantor that are adjacent to the Easement Tract for purposes of performing surveys and other such necessary pre-construction work; provided, however, that no excavation work, earth moving work, or other such work shall be undertaken by Grantee on any lands of Grantor other than the Easement Tract. During and after the initial construction of the Facilities, Grantee, from time to time, shall have a right of ingress and egress over, along and across the Easement Tract for purposes of operating, repairing, maintaining, altering, reconstructing and/or inspecting (within the Easement Tract) the Facilities and all associated equipment and appurtenances thereto. Except as otherwise specifically set forth in this paragraph, Grantee shall have no right to go or travel upon, over or across any lands of Grantor except for the Easement Tract. Nothing contained herein shall grant or be construed as granting to Grantee the right to use the Easement Tract for any purpose other than for the purposes herein specified or to change the dimensions or location of the Easement Tract.

It is expressly provided that Grantor reserves unto itself, its successors and assigns, all other rights in and to the Easement Tract which do not unreasonably interfere with or prevent the use of the Easement herein granted and conveyed to Grantee.

The Easement hereby granted is non-exclusive, and Grantor, its successors and assigns, shall have the right from time to time to grant further easements over, across, through, and under the Easement Tract for any lawful purpose, provided that the holder of such easement does not unduly or unreasonably interfere with the Easement rights herein granted.

It is additionally provided that this Easement is granted and conveyed subject to any and all matters of public record or existing on the ground, if any such matters do exist and affect the Easement Tract and the Easement rights herein granted and now remain in effect.

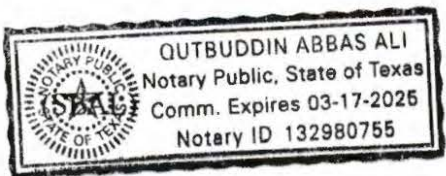
TO HAVE AND TO HOLD the above described Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, including all necessary rights of ingress, egress, and regress, unto Grantee, its successors and assigns, forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Easement unto Grantee, and its successors, substitutes and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject to all of the terms, conditions, provisions and limitations hereinabove set forth and provided.

EXECUTED this 27 day of September, 2021.

By: [Signature]
GRAND LAKES COMMUNITY ASSOCIATION

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §


This instrument was acknowledged before me on this 27 day of SEPT., 2021, by Jon Burns, the President of the Board of Directors of the Grand Lakes Community Association, a Texas not for profit corporation, on behalf of said entity.



Notary Public in and for the State of TEXAS [Signature]


ACCEPTED this 18th day of August, 2021.

GRAND LAKES MUNICIPAL
UTILITY DISTRICT NO. 4

By: 
Mashhood Shah
President, Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on this 18th day of August, 2021, by Mashhood Shah, President of the Board of Directors of Grand Lakes Municipal Utility District No. 4, a political subdivision of the State of Texas, on behalf of said entity.


Notary Public in and for
the State of T E X A S

(SEAL)



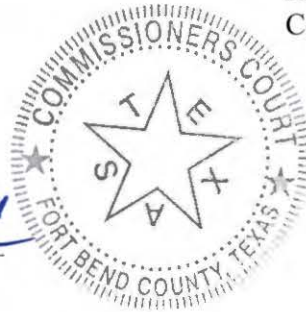
ACCEPTED this 23 day of November, 2021.

FORT BEND COUNTY, TEXAS

By: KP George
KP George
County Judge

ATTEST:

By: [Signature]
County Clerk



THE STATE OF TEXAS

§
§
§

COUNTY OF FORT BEND

This instrument was acknowledged before me on this 23 day of November, 2021, by KP George, County Judge of Fort Bend County, Texas, a political subdivision of the State of Texas, on behalf of said entity.

[Signature]
Notary Public in and for
the State of TEXAS

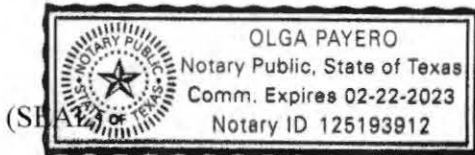
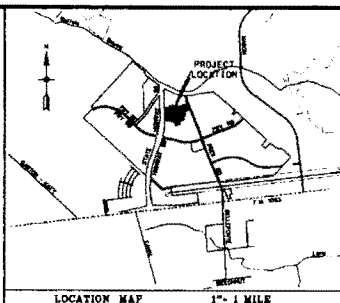
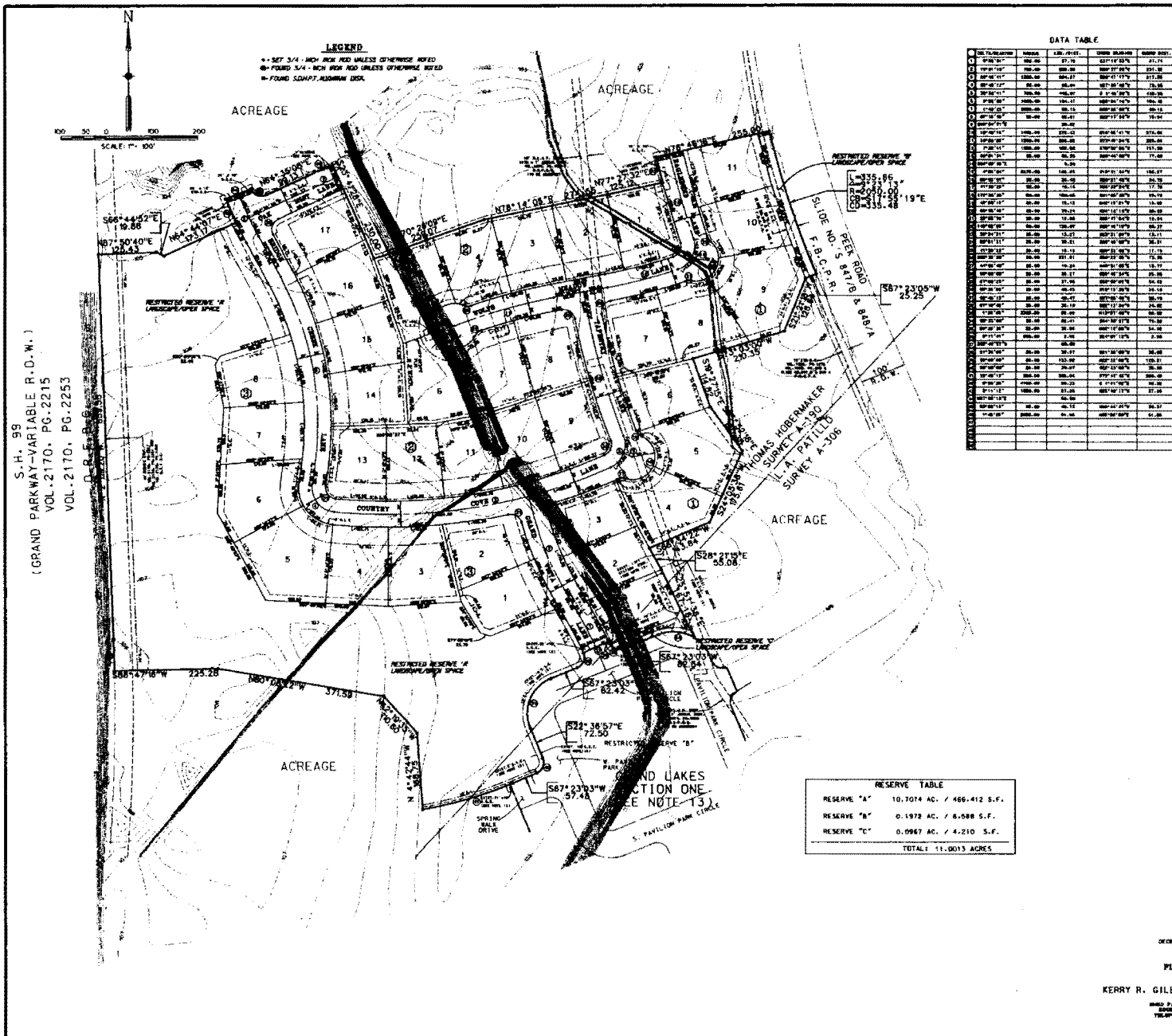


EXHIBIT "A"

Easement Tract

RECORDER'S MEMORANDUM

This page is not satisfactory for photographic recordation due to carbon or photocopy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.



DATA TABLE

LOT NUMBER	AREA (SQ. FT.)	AREA (ACRES)	OWNER
1	10,707.4	0.245	STANLEY TITLE COMPANY
2	10,707.4	0.245	STANLEY TITLE COMPANY
3	10,707.4	0.245	STANLEY TITLE COMPANY
4	10,707.4	0.245	STANLEY TITLE COMPANY
5	10,707.4	0.245	STANLEY TITLE COMPANY
6	10,707.4	0.245	STANLEY TITLE COMPANY
7	10,707.4	0.245	STANLEY TITLE COMPANY
8	10,707.4	0.245	STANLEY TITLE COMPANY
9	10,707.4	0.245	STANLEY TITLE COMPANY
10	10,707.4	0.245	STANLEY TITLE COMPANY
11	10,707.4	0.245	STANLEY TITLE COMPANY
12	10,707.4	0.245	STANLEY TITLE COMPANY
13	10,707.4	0.245	STANLEY TITLE COMPANY
14	10,707.4	0.245	STANLEY TITLE COMPANY
15	10,707.4	0.245	STANLEY TITLE COMPANY
16	10,707.4	0.245	STANLEY TITLE COMPANY
17	10,707.4	0.245	STANLEY TITLE COMPANY

RESERVE TABLE

RESERVE "A"	10,707.4 AC. / 0.245 S.F.
RESERVE "B"	0.5972 AC. / 0.0136 S.F.
RESERVE "C"	0.0967 AC. / 0.0022 S.F.
TOTAL	11.4013 ACRES

- NOTES:
- THIS SURVEY IS BASED ON A TITLE REPORT PREPARED BY STANLEY TITLE COMPANY, D.F. 10/27/1971, EFFECTIVE DATE OF SEPTEMBER 11, 1971 AND IS SUBJECT TO ALL TERMS, CONDITIONS, LEASES AND ENCUMBRANCES STIPULATED THEREIN.
 - B.L. INDICATES BUILDING LINES (L.C. INDICATES UTILITY EASEMENTS); S.L.C. INDICATES SANITARY PIPING EASEMENTS; S.T.E. INDICATES STORM SEWER EASEMENTS; D.L. INDICATES DRAINAGE EASEMENTS; S.W.C. INDICATES WATER LINES EASEMENTS; AND M.A. INDICATES MAIL DELIVERY LIGHTING AND POWER (D.R.F.B.C. INDICATES OFFICIAL RECORDS OF FORT BEND COUNTY).
 - ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE, OBTAINED FROM THE RIGHT-OF-WAY ACQUISITION MAPS FOR S.L.C. BY (EMAND PARCELS) PREPARED FOR THE TEXAS DEPARTMENT OF TRANSPORTATION.
 - THERE ARE NO PIPELINES OR PIPELINE EASEMENTS WITHIN THE PLATTED AREA SHOWN HEREON.
 - THIS PROPERTY LIES WITHIN ZONE "A" AS PER FLOOD INSURANCE RATE MAP NUMBER 44030000A, DATED JANUARY 21, 1971.
 - THIS PROPERTY LIES WITHIN GRAND LAKES MUNICIPAL UTILITY DISTRICT NO. 4, AND GRAND LAKES WATER CONTROL AND IMPROVEMENT DISTRICT NO. 4.
 - CLUT ON S.W. CORNERLINE (N.W. CORNER) OF PEEK AND FRY ROAD ELEVATION 100.11 FEET (HARD AS 1967 ADJUSTMENT).
 - THE DRAINAGE SYSTEM FOR THIS SUBDIVISION IS DESIGNED IN ACCORDANCE WITH THE FORT BEND COUNTY DRAINAGE CRITERIA MANUAL, WHICH ALLOWS STREET FLOWING DURING EXTREME WINDS AND STORMS.
 - THE TOP OF ALL FLOOR SLABS SHALL BE A MINIMUM OF 100.0 FEET ABOVE SEA LEVEL. IN ADDITION TO THIS MINIMUM, NO FLOOR SLAB SHALL BE LESS THAN 1-3 FEET ABOVE NATURAL GROUND.
 - A ONE-FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS IN SUBDIVISION PLATS WHERE SUCH STREETS HAVE ADJACENT HOME-TRACTS. THE CONDITIONS OF SUCH DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED BY A RECORDED PLAT, THE ONE-FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THEREIN SHALL REVERT AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS, OR SUCCESSORS.
 - THIS SUBDIVISION IS ADJACENT TO BARBER RESERVE AND IS SUBJECT TO EXTENDED CONTROLLED IRRIGATION UNDER THE MANAGEMENT OF THE U.S. ARMY CORPS OF ENGINEERS.
 - THIS SUBDIVISION IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS SET FORTH IN CLIENT'S FILE NUMBER 570701 OF THE OFFICIAL RECORDS OF FORT BEND COUNTY.
 - EASEMENTS AND BUILDING LINES ARE EXISTING AS PER GRAND LAKES SECTION ONE RECORDS IN SLIDE NO. 1600 A, FORT BEND COUNTY PLAT RECORDS.

GRAND LAKES SECTION TWO
 CONTAINING 34.0013 ACRES
 36 LOTS IN 3 BLOCKS AND 3 RESERVE
 LOCATED IN THE
 L.A. PATILLO SURVEY, A-308
 THOMAS HOBERMAKER SURVEY, A-190
 FORT BEND COUNTY, TEXAS

9810112
 3173
 1611A

DECEMBER, 1987
 CENTENNIAL HOMES INC.
 JOB NO. 8 87018-02

PLANNER:
 KERRY R. GILBERT AND ASSOC., INC.
 4800 FARM TRAIL PLACE, 100
 DOWNSIDE, TEXAS 77030
 TELEPHONE (713) 968-8888

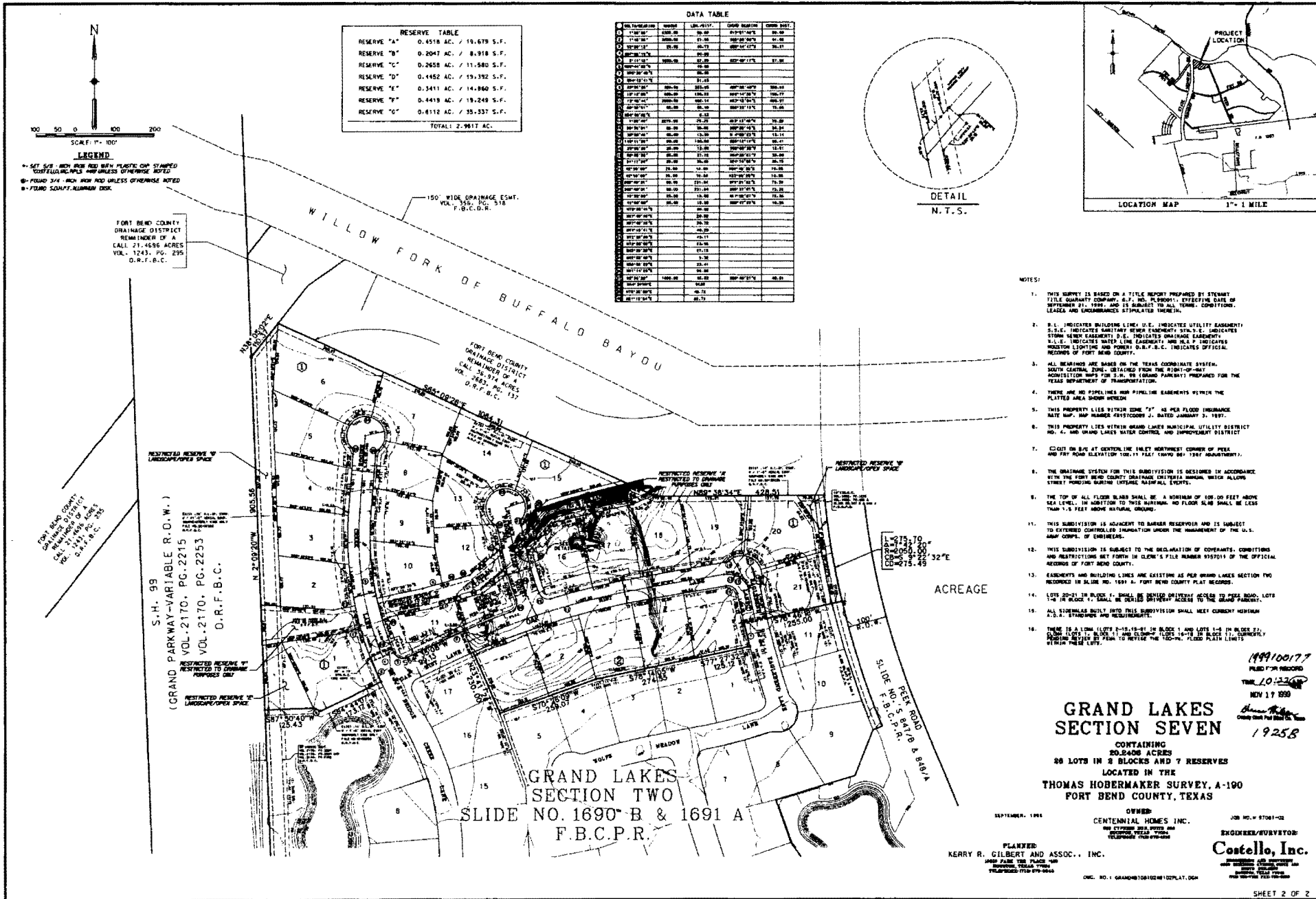
ENGINEER/SURVEYOR:
Costello, Inc.
 10000 WESTVIEW DRIVE
 HOUSTON, TEXAS 77036
 TELEPHONE (713) 968-8888

DWG. NO. 1 DRW08018021801PLAT.DWG
 SHEET 2 OF 2

S.H. 99
 (GRAND PARKWAY-VARIABLE R.O.W.)
 VOL. 2170, PG. 2215
 VOL. 2170, PG. 2255

RECORDER'S MEMORANDUM

This page is not satisfactory for photographic recordation due to carbon or photocopy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.



RESERVE TABLE

RESERVE "A"	0.4518 AC. / 19,679 S.F.
RESERVE "B"	0.2047 AC. / 8,918 S.F.
RESERVE "C"	0.2658 AC. / 11,580 S.F.
RESERVE "D"	0.4452 AC. / 19,382 S.F.
RESERVE "E"	0.3411 AC. / 14,860 S.F.
RESERVE "F"	0.4419 AC. / 19,248 S.F.
RESERVE "G"	0.6112 AC. / 26,537 S.F.
TOTAL: 2.9617 AC.	

DATA TABLE

LOT NUMBER	AREA	ACRES	AREA	ACRES
1	1,100.00	0.025	1,100.00	0.025
2	1,100.00	0.025	1,100.00	0.025
3	1,100.00	0.025	1,100.00	0.025
4	1,100.00	0.025	1,100.00	0.025
5	1,100.00	0.025	1,100.00	0.025
6	1,100.00	0.025	1,100.00	0.025
7	1,100.00	0.025	1,100.00	0.025
8	1,100.00	0.025	1,100.00	0.025
9	1,100.00	0.025	1,100.00	0.025
10	1,100.00	0.025	1,100.00	0.025
11	1,100.00	0.025	1,100.00	0.025
12	1,100.00	0.025	1,100.00	0.025
13	1,100.00	0.025	1,100.00	0.025
14	1,100.00	0.025	1,100.00	0.025
15	1,100.00	0.025	1,100.00	0.025
16	1,100.00	0.025	1,100.00	0.025
17	1,100.00	0.025	1,100.00	0.025
18	1,100.00	0.025	1,100.00	0.025
19	1,100.00	0.025	1,100.00	0.025
20	1,100.00	0.025	1,100.00	0.025

- NOTES:**
- THIS SURVEY IS BASED ON A TITLE REPORT PREPARED BY STEWART TITLE GUARANTY COMPANY, A.P., NO. 16, PRODUCE STREET, DALLAS, TEXAS, DATED SEPTEMBER 11, 1989, AND IS SUBJECT TO ALL TERMS, CONDITIONS, LEASES AND ENCUMBRANCES SPECULATED THEREIN.
 - R.L. INDICATES BUILDING LINES U.S.C. INDICATES UTILITY EASEMENTS; S.U.C. INDICATES SANITARY SEWER EASEMENTS; S.W.U.C. INDICATES STORM SEWER EASEMENTS; D.C. INDICATES DRAINAGE EASEMENTS; W.L.C. INDICATES WATER LINE EASEMENTS; AND M.L.C. INDICATES HIGHWAY LIGHTING AND POWER D.U.R.F.B.C. INDICATES OFFICIAL RECORDS OF FORT BEND COUNTY.
 - ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, OBTAINED FROM THE BURNING OF THE ADJACENT MAPS FOR S.H. 98 (GRAND PARKWAY) PREPARED FOR THE TEXAS DEPARTMENT OF TRANSPORTATION.
 - THERE ARE NO PIPELINES AND PIPELINE EASEMENTS WITHIN THE PLATTED AREA SHOWN HEREON.
 - THIS PROPERTY LIES WITHIN ZONE "B" AS PER FLOOD INSURANCE RATE MAP, MAP NUMBER 481530003, DATED JANUARY 3, 1987.
 - THIS PROPERTY LIES WITHIN GRAND LAKES MUNICIPAL UTILITY DISTRICT NO. 42 AND GRAND LAKES WATER CONTROL AND IMPROVEMENT DISTRICT.
 - CLONE OR B.V. AT CENTERLINE (EAST) NORTHWEST CORNER OF PELL AND SIX FEET ELEVATION 100.11 FEET (CONV. AND 1547 ADJUSTMENT).
 - THE DRAINAGE SYSTEM FOR THIS SUBDIVISION IS DESIGNED IN ACCORDANCE WITH THE FORT BEND COUNTY DRAINAGE DISTRICT MANUAL, WHICH PROVIDES FOR STREET PONDING DURING EXTREME RAINFALL EVENTS.
 - THE TOP OF ALL FLOOR SLABS SHALL BE A MINIMUM OF 100.00 FEET ABOVE SEA LEVEL. IN ADDITION TO THIS MINIMUM, NO FLOOR SLAB SHALL BE LESS THAN 1/8 FEET ABOVE NATURAL GROUND.
 - THIS SUBDIVISION IS ADJACENT TO BARBER RESERVOIR AND IS SUBJECT TO EXTENDED CONTROLLED IRRIGATION UNDER THE MANAGEMENT OF THE U.S. ARMY CORPS OF ENGINEERS.
 - THIS SUBDIVISION IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS SET FORTH IN DEED NO. 161919 OF THE OFFICIAL RECORDS OF FORT BEND COUNTY.
 - EASEMENTS AND BUILDING LINES ARE EXISTING AS PER GRAND LAKES SECTION TWO RECORDED IN SLIDE NO. 1691-A, FORT BEND COUNTY PLAT RECORDS.
 - LOTS 20-21 IN BLOCK 1, SHALL BE DENIED DRIVEWAY ACCESS TO PELL ROAD, LOTS 1-8 IN BLOCK 1, SHALL BE DENIED DRIVEWAY ACCESS TO THE GRAND PARKWAY.
 - ALL SIDEWALKS BUILT INTO THIS SUBDIVISION SHALL MEET CURRENT MINIMUM A.D.A. STANDARDS AND REQUIREMENTS.
 - THERE IS A LINA (LOTS 2-15, 16-21 IN BLOCK 1 AND LOTS 1-8 IN BLOCK 1), WHICH IS A LINA (LOTS 1-8 IN BLOCK 1 AND LOTS 1-8 IN BLOCK 1), CURRENTLY BEING REVIEWED BY THEM TO REVISE THE 100'-0" PLATTED PLAIN LINES WITHIN THESE LOTS.

GRAND LAKES SECTION SEVEN
 CONTAINING 20.6428 ACRES
 20 LOTS IN 3 BLOCKS AND 7 RESERVES
 LOCATED IN THE
 THOMAS HOBERMAKER SURVEY, A-190
 FORT BEND COUNTY, TEXAS

OWNER: CENTENNIAL HOMES INC.
 10000 W. 10TH STREET, SUITE 200
 DALLAS, TEXAS 75244
 (214) 390-8800

PLANNED BY: KERRY R. GILBERT AND ASSOC., INC.
 1400 FARM TO MARKET ROAD
 SUITE 100
 WILLOW PARK, TEXAS 75087
 (214) 979-9666

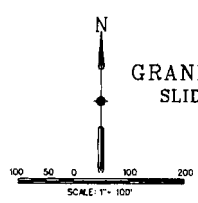
ENGINEER/SURVIVOR: **Costello, Inc.**
 10000 W. 10TH STREET, SUITE 200
 DALLAS, TEXAS 75244
 (214) 390-8800

SEPTEMBER, 1991
 JOB NO. 87081-02

FILED FOR RECORD
 NOV 17 1990
 199100177
 NOV 17 1990

CONTRACT NO. 1690B1691C04102PLAT.DWG
 SHEET 2 OF 2

RECORDER'S MEMORANDUM
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GRAND LAKES SECTION TWO
 SLIDE NO.'S 1690 B & 1691 A
 F.B.C.M.R.

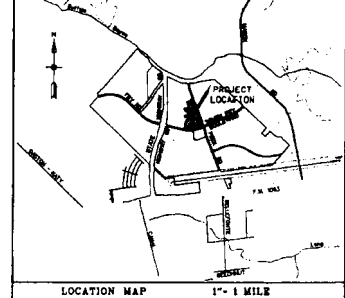
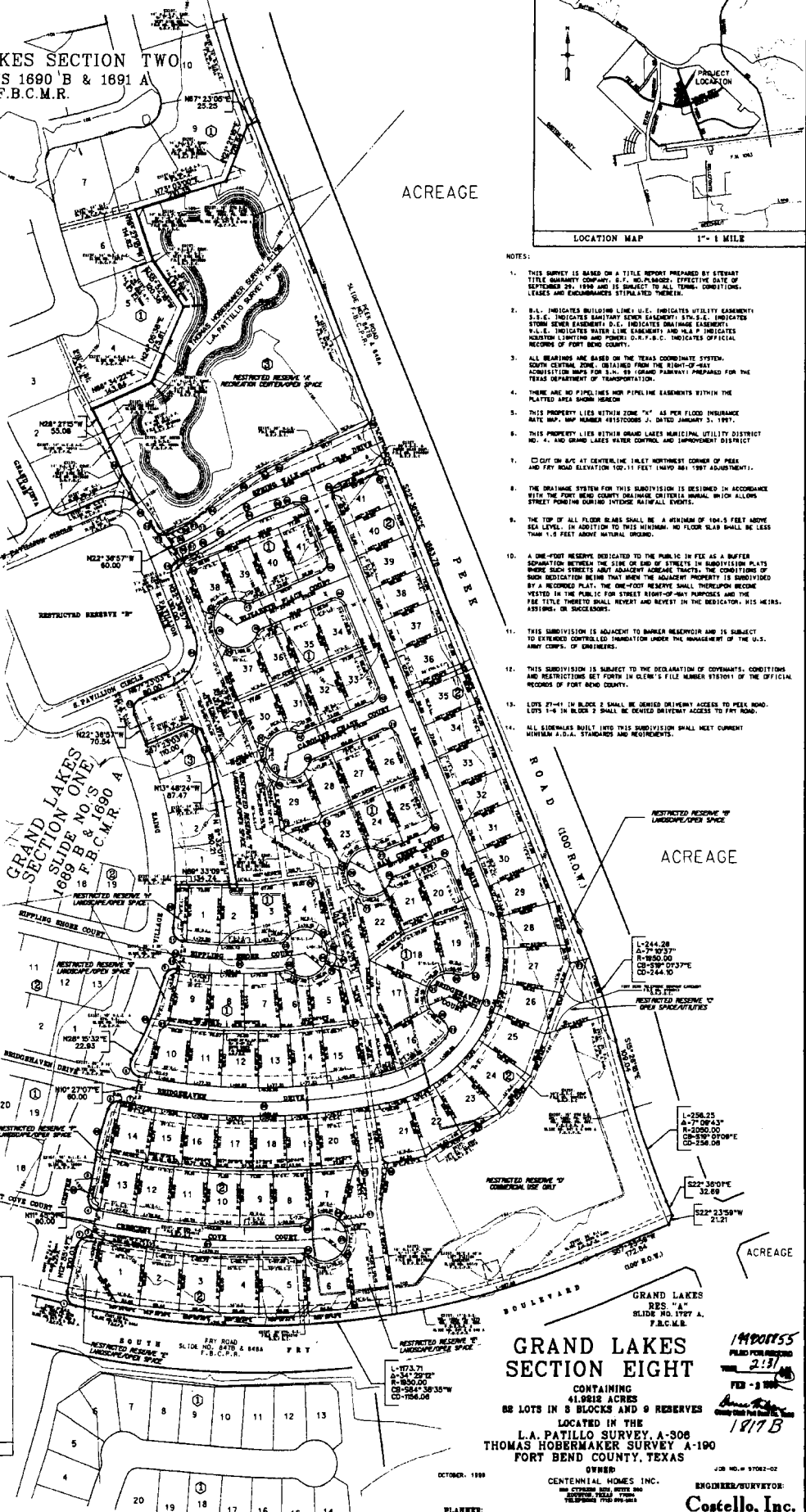
LEGEND
 - SET 3/4" HIGH FOR ROD WITH PLASTIC CAP STAMPED
 "POSTED INCLUDES 4" UNLESS OTHERWISE NOTED
 - 3/4" HIGH FOR ROD UNLESS OTHERWISE NOTED

DATA TABLE

NO.	BEARING	LENGTH	AREA	BEARING	LENGTH	AREA
1	N 89° 58' 00" W	20.00	20.00	S 89° 58' 00" E	20.00	20.00
2	S 89° 58' 00" E	20.00	20.00	N 89° 58' 00" W	20.00	20.00
3	N 89° 58' 00" W	20.00	20.00	S 89° 58' 00" E	20.00	20.00
4	S 89° 58' 00" E	20.00	20.00	N 89° 58' 00" W	20.00	20.00
5	N 89° 58' 00" W	20.00	20.00	S 89° 58' 00" E	20.00	20.00
6	S 89° 58' 00" E	20.00	20.00	N 89° 58' 00" W	20.00	20.00
7	N 89° 58' 00" W	20.00	20.00	S 89° 58' 00" E	20.00	20.00
8	S 89° 58' 00" E	20.00	20.00	N 89° 58' 00" W	20.00	20.00
9	N 89° 58' 00" W	20.00	20.00	S 89° 58' 00" E	20.00	20.00
10	S 89° 58' 00" E	20.00	20.00	N 89° 58' 00" W	20.00	20.00
11	N 89° 58' 00" W	20.00	20.00	S 89° 58' 00" E	20.00	20.00
12	S 89° 58' 00" E	20.00	20.00	N 89° 58' 00" W	20.00	20.00
13	N 89° 58' 00" W	20.00	20.00	S 89° 58' 00" E	20.00	20.00
14	S 89° 58' 00" E	20.00	20.00	N 89° 58' 00" W	20.00	20.00
15	N 89° 58' 00" W	20.00	20.00	S 89° 58' 00" E	20.00	20.00
16	S 89° 58' 00" E	20.00	20.00	N 89° 58' 00" W	20.00	20.00
17	N 89° 58' 00" W	20.00	20.00	S 89° 58' 00" E	20.00	20.00
18	S 89° 58' 00" E	20.00	20.00	N 89° 58' 00" W	20.00	20.00
19	N 89° 58' 00" W	20.00	20.00	S 89° 58' 00" E	20.00	20.00
20	S 89° 58' 00" E	20.00	20.00	N 89° 58' 00" W	20.00	20.00
21	N 89° 58' 00" W	20.00	20.00	S 89° 58' 00" E	20.00	20.00
22	S 89° 58' 00" E	20.00	20.00	N 89° 58' 00" W	20.00	20.00
23	N 89° 58' 00" W	20.00	20.00	S 89° 58' 00" E	20.00	20.00
24	S 89° 58' 00" E	20.00	20.00	N 89° 58' 00" W	20.00	20.00
25	N 89° 58' 00" W	20.00	20.00	S 89° 58' 00" E	20.00	20.00
26	S 89° 58' 00" E	20.00	20.00	N 89° 58' 00" W	20.00	20.00
27	N 89° 58' 00" W	20.00	20.00	S 89° 58' 00" E	20.00	20.00
28	S 89° 58' 00" E	20.00	20.00	N 89° 58' 00" W	20.00	20.00
29	N 89° 58' 00" W	20.00	20.00	S 89° 58' 00" E	20.00	20.00
30	S 89° 58' 00" E	20.00	20.00	N 89° 58' 00" W	20.00	20.00
31	N 89° 58' 00" W	20.00	20.00	S 89° 58' 00" E	20.00	20.00
32	S 89° 58' 00" E	20.00	20.00	N 89° 58' 00" W	20.00	20.00
33	N 89° 58' 00" W	20.00	20.00	S 89° 58' 00" E	20.00	20.00
34	S 89° 58' 00" E	20.00	20.00	N 89° 58' 00" W	20.00	20.00
35	N 89° 58' 00" W	20.00	20.00	S 89° 58' 00" E	20.00	20.00
36	S 89° 58' 00" E	20.00	20.00	N 89° 58' 00" W	20.00	20.00
37	N 89° 58' 00" W	20.00	20.00	S 89° 58' 00" E	20.00	20.00
38	S 89° 58' 00" E	20.00	20.00	N 89° 58' 00" W	20.00	20.00
39	N 89° 58' 00" W	20.00	20.00	S 89° 58' 00" E	20.00	20.00
40	S 89° 58' 00" E	20.00	20.00	N 89° 58' 00" W	20.00	20.00
41	N 89° 58' 00" W	20.00	20.00	S 89° 58' 00" E	20.00	20.00
42	S 89° 58' 00" E	20.00	20.00	N 89° 58' 00" W	20.00	20.00
43	N 89° 58' 00" W	20.00	20.00	S 89° 58' 00" E	20.00	20.00
44	S 89° 58' 00" E	20.00	20.00	N 89° 58' 00" W	20.00	20.00
45	N 89° 58' 00" W	20.00	20.00	S 89° 58' 00" E	20.00	20.00
46	S 89° 58' 00" E	20.00	20.00	N 89° 58' 00" W	20.00	20.00
47	N 89° 58' 00" W	20.00	20.00	S 89° 58' 00" E	20.00	20.00
48	S 89° 58' 00" E	20.00	20.00	N 89° 58' 00" W	20.00	20.00
49	N 89° 58' 00" W	20.00	20.00	S 89° 58' 00" E	20.00	20.00
50	S 89° 58' 00" E	20.00	20.00	N 89° 58' 00" W	20.00	20.00
51	N 89° 58' 00" W	20.00	20.00	S 89° 58' 00" E	20.00	20.00
52	S 89° 58' 00" E	20.00	20.00	N 89° 58' 00" W	20.00	20.00
53	N 89° 58' 00" W	20.00	20.00	S 89° 58' 00" E	20.00	20.00
54	S 89° 58' 00" E	20.00	20.00	N 89° 58' 00" W	20.00	20.00
55	N 89° 58' 00" W	20.00	20.00	S 89° 58' 00" E	20.00	20.00
56	S 89° 58' 00" E	20.00	20.00	N 89° 58' 00" W	20.00	20.00
57	N 89° 58' 00" W	20.00	20.00	S 89° 58' 00" E	20.00	20.00
58	S 89° 58' 00" E	20.00	20.00	N 89° 58' 00" W	20.00	20.00
59	N 89° 58' 00" W	20.00	20.00	S 89° 58' 00" E	20.00	20.00
60	S 89° 58' 00" E	20.00	20.00	N 89° 58' 00" W	20.00	20.00
61	N 89° 58' 00" W	20.00	20.00	S 89° 58' 00" E	20.00	20.00
62	S 89° 58' 00" E	20.00	20.00	N 89° 58' 00" W	20.00	20.00
63	N 89° 58' 00" W	20.00	20.00	S 89° 58' 00" E	20.00	20.00
64	S 89° 58' 00" E	20.00	20.00	N 89° 58' 00" W	20.00	20.00
65	N 89° 58' 00" W	20.00	20.00	S 89° 58' 00" E	20.00	20.00
66	S 89° 58' 00" E	20.00	20.00	N 89° 58' 00" W	20.00	20.00
67	N 89° 58' 00" W	20.00	20.00	S 89° 58' 00" E	20.00	20.00
68	S 89° 58' 00" E	20.00	20.00	N 89° 58' 00" W	20.00	20.00
69	N 89° 58' 00" W	20.00	20.00	S 89° 58' 00" E	20.00	20.00
70	S 89° 58' 00" E	20.00	20.00	N 89° 58' 00" W	20.00	20.00
71	N 89° 58' 00" W	20.00	20.00	S 89° 58' 00" E	20.00	20.00
72	S 89° 58' 00" E	20.00	20.00	N 89° 58' 00" W	20.00	20.00
73	N 89° 58' 00" W	20.00	20.00	S 89° 58' 00" E	20.00	20.00
74	S 89° 58' 00" E	20.00	20.00	N 89° 58' 00" W	20.00	20.00
75	N 89° 58' 00" W	20.00	20.00	S 89° 58' 00" E	20.00	20.00
76	S 89° 58' 00" E	20.00	20.00	N 89° 58' 00" W	20.00	20.00
77	N 89° 58' 00" W	20.00	20.00	S 89° 58' 00" E	20.00	20.00
78	S 89° 58' 00" E	20.00	20.00	N 89° 58' 00" W	20.00	20.00
79	N 89° 58' 00" W	20.00	20.00	S 89° 58' 00" E	20.00	20.00
80	S 89° 58' 00" E	20.00	20.00	N 89° 58' 00" W	20.00	20.00
81	N 89° 58' 00" W	20.00	20.00	S 89° 58' 00" E	20.00	20.00
82	S 89° 58' 00" E	20.00	20.00	N 89° 58' 00" W	20.00	20.00
83	N 89° 58' 00" W	20.00	20.00	S 89° 58' 00" E	20.00	20.00
84	S 89° 58' 00" E	20.00	20.00	N 89° 58' 00" W	20.00	20.00
85	N 89° 58' 00" W	20.00	20.00	S 89° 58' 00" E	20.00	20.00
86	S 89° 58' 00" E	20.00	20.00	N 89° 58' 00" W	20.00	20.00
87	N 89° 58' 00" W	20.00	20.00	S 89° 58' 00" E	20.00	20.00
88	S 89° 58' 00" E	20.00	20.00	N 89° 58' 00" W	20.00	20.00
89	N 89° 58' 00" W	20.00	20.00	S 89° 58' 00" E	20.00	20.00
90	S 89° 58' 00" E	20.00	20.00	N 89° 58' 00" W	20.00	20.00
91	N 89° 58' 00" W	20.00	20.00	S 89° 58' 00" E	20.00	20.00
92	S 89° 58' 00" E	20.00	20.00	N 89° 58' 00" W	20.00	20.00
93	N 89° 58' 00" W	20.00	20.00	S 89° 58' 00" E	20.00	20.00
94	S 89° 58' 00" E	20.00	20.00	N 89° 58' 00" W	20.00	20.00
95	N 89° 58' 00" W	20.00	20.00	S 89° 58' 00" E	20.00	20.00
96	S 89° 58' 00" E	20.00	20.00	N 89° 58' 00" W	20.00	20.00
97	N 89° 58' 00" W	20.00	20.00	S 89° 58' 00" E	20.00	20.00
98	S 89° 58' 00" E	20.00	20.00	N 89° 58' 00" W	20.00	20.00
99	N 89° 58' 00" W	20.00	20.00	S 89° 58' 00" E	20.00	20.00
100	S 89° 58' 00" E	20.00	20.00	N 89° 58' 00" W	20.00	20.00

RESERVE TABLE

RESERVE "A"	6.3541 AC. / 276,786 S.F.
RESERVE "B"	0.7231 AC. / 31,499 S.F.
RESERVE "C"	0.2800 AC. / 12,199 S.F.
RESERVE "D"	5.3897 AC. / 234,776 S.F.
RESERVE "E"	1.3672 AC. / 59,594 S.F.
RESERVE "F"	0.1569 AC. / 6,833 S.F.
RESERVE "G"	0.1995 AC. / 8,691 S.F.
RESERVE "H"	0.0795 AC. / 3,465 S.F.
RESERVE "I"	2.9041 AC. / 126,676 S.F.
TOTAL	17.4581 ACRES



- NOTES:**
1. THIS SURVEY IS BASED ON A TITLE REPORT PREPARED BY STEWART TITLE INSURANCE COMPANY, D. L. HOUSTON, EFFECTIVE DATE OF SEPTEMBER 20, 1994 AND IS SUBJECT TO ALL TERMS, CONDITIONS, LEASES AND ENCUMBRANCES STIPULATED THEREIN.
 2. R.L. INDICATES BOUNDARY LINES U.S.E. INDICATES UTILITY EASEMENTS S.E.C. INDICATES SEWER EASEMENTS S.W.S.E. INDICATES STORM SEWER EASEMENTS D.I.C. INDICATES DRAINAGE EASEMENTS U.S.C. INDICATES WATER LINE EASEMENTS AND R.L.P. INDICATES HOUSTON LIGHTING AND POWER D.R.P.S.C. INDICATES OFFICIAL RECORDS OF FORT BEND COUNTY.
 3. ALL MEASUREMENTS ARE BASED ON THE TEXAS COORDINATE SYSTEM: SOUTH CENTRAL ZONE, OBTAINED FROM THE RIGHT-OF-WAY ACQUISITION MAPS FOR S.H. 18 (GRAND PARKWAY) PREPARED FOR THE TEXAS DEPARTMENT OF TRANSPORTATION.
 4. THERE ARE NO PIPELINES NOR PIPELINE EASEMENTS WITHIN THE PLATTED AREA SHOWN HEREON.
 5. THIS PROPERTY LIES WITHIN ZONE "M" AS PER FLOOD INSURANCE RATE MAP, MAP NUMBER 415200002J, DATED JANUARY 3, 1997.
 6. THIS PROPERTY LIES WITHIN GRAND LAKES MUNICIPAL UTILITY DISTRICT NO. 4, AND GRAND LAKES WATER CONTROL AND IMPROVEMENT DISTRICT.
 7. CURB ON RVC AT CENTERLINE INLET NORTHWEST CORNER OF PEEK AND FRY ROAD ELEVATION 102.11 FEET (NAVD 88) 1997 ADJUSTMENT.
 8. THE DRAINAGE SYSTEM FOR THIS SUBDIVISION IS DESIGNED IN ACCORDANCE WITH THE FORT BEND COUNTY DRAINAGE CRITERIA MANUAL WHICH PROVIDES STREET FLOODING GUARDED INTERSECTIVE RAINFALL EVENTS.
 9. THE TOP OF ALL FLOOR BEAMS SHALL BE A MINIMUM OF 104.5 FEET ABOVE SEA LEVEL. IN ADDITION TO THIS MINIMUM, NO FLOOR SLAB SHALL BE LESS THAN 1.5 FEET ABOVE NATURAL GROUND.
 10. A ONE-FOOT RESERVE DESIGNATED TO THE PUBLIC TO BE USED AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS IN SUBDIVISION PLATS WHERE SIDE STREETS ADJACENT ADJACENT TRACTS, THE CONDITIONS OF SUCH RESERVATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED BY A RECORDED PLAT, THE ONE-FOOT RESERVE SHALL THEREUPON BECOME PART OF THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERE TO SHALL REVERT AND REVEST IN THE DESIGNATOR, HIS HEIRS, ASSIGNS, OR SUCCESSORS.
 11. THIS SUBDIVISION IS ADJACENT TO BARBER RESERVOIR AND IS SUBJECT TO EXTENDED CONTROLLED FLOODATION UNDER THE MANAGEMENT OF THE U.S. ARMY CORPS OF ENGINEERS.
 12. THIS SUBDIVISION IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS SET FORTH IN GLENN'S FILL NUMBER 870041 OF THE OFFICIAL RECORDS OF FORT BEND COUNTY.
 13. LOTS 27-41 IN BLOCK 2 SHALL BE GRANTED DRIVEWAY ACCESS TO PEEK ROAD. LOTS 1-6 IN BLOCK 2 SHALL BE GRANTED DRIVEWAY ACCESS TO FRY ROAD.
 14. ALL EASEMENTS BUILT INTO THIS SUBDIVISION SHALL MEET CURRENT MINIMUM A.D.A. STANDARDS AND REQUIREMENTS.

GRAND LAKES SECTION EIGHT
 CONTAINING 41.9818 ACRES
 88 LOTS IN 8 BLOCKS AND 9 RESERVES
 LOCATED IN THE
 L.A. PATILLO SURVEY A-308
 THOMAS HOBBERMAKER SURVEY A-190
 FORT BEND COUNTY, TEXAS
 OWNED BY
 CENTENNIAL HOMES INC.
 10000 PEARL DRIVE
 HOUSTON, TEXAS 77056
 TELEPHONE 713-979-8844
 PLANNER:
 KERRY R. GILBERT AND ASSOC., INC.
 1000 PEARL DRIVE, SUITE 100
 HOUSTON, TEXAS 77056
 TELEPHONE 713-979-8844
 DATE: OCTOBER, 1999
 JOB NO. 97082-02
 ENGINEER/SURVEYOR:
Costello, Inc.
 1490155
 PLAT NUMBER
 2131
 FEB - 8 1999
 1875
 SHEET 2 OF 2

GRAND LAKES SECTION THREE
 SLIDE NO.'S 1691 B & 1692 A
 F.B.C.M.R.



CITY OF STAFFORD PUBLIC WORKS DEPARTMENT

TO: STACY SLAWINSKI
FROM: LAWRENCE VACCARO, JR.
SUBJECT: ILA AGREEMENTS
DATE: AUGUST 9, 2019

The City of Stafford has two ILA's with Fort Bend County for the mobility bond funds, West Airport Expansion and Trinity Drive Extension. The bids for the West Airport Expansion came in under the cost estimate and the cost estimate on Trinity Drive came in over the ILA amount.

West Airport Expansion:

ILA Amount -	\$ 2,740,000
Bid Amount -	\$ 2,526,016
50% Const. Cost -	<u>1,263,008</u>
Amount under ILA estimate -	\$ 1,476,992

Trinity Drive Extension:

ILA Amount -	\$ 110,000
Construction Estimate -	950,000
50% Construction Estimate -	<u>475,000</u>
Amount Over ILA Cost Estimate -	\$ 365,000

The City of Stafford would like to know if there was a way to reallocate funds from the West Airport amount to the Trinity Drive ILA.

Please call me to discuss this at 713-249-3263. Thanks for your consideration.



JONES CARTER

PRELIMINARY CONSTRUCTION COST ESTIMATE

TRINITY DRIVE IMPROVEMENTS

OPTION A

June 14, 2019

<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Cost</u>
PAVING:					
1.	Mobilization	LS	1	\$ 89,400.00	\$ 89,400.00
2.	Preparation of Right-of-Way	STA	15	\$ 1,500.00	\$ 22,500.00
3.	Grading & Compaction	SY	750	\$ 3.00	\$ 2,250.00
4.	Roadway Excavation	CY	1,230	\$ 10.00	\$ 12,300.00
5.	Embankment	CY	620	\$ 15.00	\$ 9,300.00
6.	7-Inch Conc Pvmt	SY	1,850	\$ 55.00	\$ 101,750.00
7.	6-Inch Lime Subgrade	SY	2,270	\$ 5.00	\$ 11,350.00
8.	Lime (32 lbs/SY)	Tons	40	\$ 190.00	\$ 7,600.00
9.	4-Inch Sidewalk	SY	910	\$ 50.00	\$ 45,500.00
10.	Curb Ramps	EA	6	\$ 2,000.00	\$ 12,000.00
11.	6-Inch Curb	LF	700	\$ 8.00	\$ 5,600.00
12.	Concrete Driveway	SY	260	\$ 63.00	\$ 16,380.00
13.	Rail (Ty C411)	LF	230	\$ 160.00	\$ 36,800.00
14.	Conc Box Culvert (12 FT X 12 FT)	LF	150	\$ 2,000.00	\$ 300,000.00
15.	Wingwall (PW - 2) (HW=14 FT)	EA	2	\$ 75,000.00	\$ 150,000.00
16.	24-Inch RCP	LF	300	\$ 85.00	\$ 25,500.00
17.	TY "BB" Curb Inlets	EA	6	\$ 4,000.00	\$ 24,000.00
18.	Rock Rip Rap	SY	60	\$ 300.00	\$ 18,000.00
19.	Trench Safety System	LF	450	\$ 1.00	\$ 450.00
20.	Remove Driveways	SY	240	\$ 22.00	\$ 5,280.00
21.	Remove Trees	EA	4	\$ 1,750.00	\$ 7,000.00
22.	Remove Exist 12" CMP	LF	35	\$ 12.00	\$ 420.00
23.	Remove Exist Conc	SY	30	\$ 30.00	\$ 900.00
24.	Remove "BB" Inlet	EA	1	\$ 520.00	\$ 520.00
25.	Sign	EA	1	\$ 500.00	\$ 500.00
26.	Remove and Relocate Sign	EA	1	\$ 300.00	\$ 300.00
27.	Hydromulch	SY	750	\$ 2.00	\$ 1,500.00
28.	Block Sodding	SY	160	\$ 8.00	\$ 1,280.00
29.	Vegetative Watering	MG	20	\$ 20.00	\$ 400.00
30.	SWPPP	LS	1	\$ 10,000.00	\$ 10,000.00
31.	Traffic Control and Detour	LS	1	\$ 10,000.00	\$ 10,000.00
32.	Signing and Pavement Markings	LS	1	\$ 10,000.00	\$ 10,000.00
33.	Utility Relocation	LS	1	\$ 10,000.00	\$ 10,000.00
	A. Power Poles	LS	1	\$ -	\$ -



Water	LS	1	\$	-	\$	-
C. Sanitary	LS	1	\$	-	\$	-
D. Gas	LS	1	\$	5,000.00	\$	5,000.00
E. Telephone	LS	1	\$	5,000.00	\$	5,000.00
34. Sanitary Manhole Adjustment	LS	1	\$	5,000.00	\$	5,000.00
35. Street Lights	LS	1	\$	20,000.00	\$	20,000.00

Paving Subtotal \$ ~~983,780.00~~
948,780

MISCELLANEOUS:

36. ROW Acquisition	SF	15,002	\$	7.89	\$	118,370.00
					\$	Miscellaneous Subtotal 118,370.00

This Document is Released for the Purpose of:
General Financial Planning
 Under the Authority of:
 Engineer: Brian T. Geier, P.E.
 License No.: 129554
 It is Preliminary in Nature and not to be Used for
 Feasibility of Land Purchases, Bond
 Applications, Loans or Grants.

Subtotal \$ 1,102,000.00
 Contingencies (20%)(1) \$ 220,000.00
BASE TOTAL \$ 1,322,000.00

Notes:

- ⁽¹⁾ Contingencies include a 10% cost for additional, unseen, and future costs from time of estimate.
- ⁽²⁾ Mobilization is 10% of construction activities.
- ⁽³⁾ Concrete boxes to be 3 parallel boxes 50 feet long.

AS PER ORIGINAL

THE STATE OF TEXAS
COUNTY OF FORT BEND

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

**INTERLOCAL AGREEMENT FOR CITY-MANAGED MOBILITY PROJECT
FORT BEND COUNTY PROJECT NO. 17216 – TRINITY DRIVE EXTENSION
(Partially funded by re-allocation of Project No. 17215 funds)**

This Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the TEXAS GOVERNMENT CODE and Section 251.012 of the TEXAS TRANSPORTATION CODE, by and between the City of Stafford, a municipal corporation and home-rule city of the State of Texas, principally situated in Fort Bend County, acting by and through its City Council, ("City"), 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"). The City and the County may be referred to collectively as the "Parties".

RECITALS

WHEREAS, in 2017 the citizens of Fort Bend County voted to approve the issuance of general obligation bonds that allows the County to participate with other local governmental entities to fund certain regional street and road improvements and associated drainage facilities ("Mobility Projects") that are funded in part by the state or federal government; and

WHEREAS, the project contemplated in this Agreement is the construction or roadway improvements that will enhance the traffic flow/circulation and drainage in the service area, and such Project is desired by the City and the County; and

WHEREAS, the County may not expend proceeds of bond issues or taxes levied pursuant to Article III, Section 52 (b) or (c) of the Texas Constitution on city streets that are not integral parts of or connecting links with county roads or state highways in accordance with Section 251.012 of the TEXAS TRANSPORTATION CODE; and

WHEREAS, the Parties assert that the Project, as defined below, is part of a city street that is an integral part of or a connecting link with county roads or state highways in accordance with Section 251.012 of the TEXAS TRANSPORTATION CODE; and

WHEREAS, the Commissioners Court of Fort Bend County finds that the Project contemplated in this Agreement serves a County purpose; and

WHEREAS, the City and the County agree to participate in this Project according to the terms of this Agreement; and

WHEREAS, the governing bodies of the City 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. Purpose

The purpose of this Agreement is to outline the funding obligations related to the improvements to the Trinity Drive Extension from north of TI Ditch to Bluebonnet Drive.

Section 2. Definitions

- A. **City** means the City of Stafford, Texas.
- B. **County** means Fort Bend County, Texas.
- C. **Project** means improvements to the Trinity Drive Extension, being a two-lane roadway with curb and gutter and storm sewer, including the crossing of an existing ditch.

D. **Eligible Project Costs** means costs, as determined by County, construction of roadway improvements, Project related drainage facilities, utility and pipeline conflicts, approved traffic control devices, and sidewalks up to five feet (5') wide. Eligible Project Costs shall exclude, unless otherwise stipulated herein, engineering design and services related to the completion of Plans, Specifications and Estimates ("PS&E"), design and construction costs related to landscaping, irrigation, lighting, hike & bike trails, reconstruction of utilities, except utility conflicts created by the construction of Project elements, and design and construction costs of upgrades to eligible project components and similar facilities requested by the City to be included in the Project.

Section 3. 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 4. County's Rights and Obligations

A. During the work on the Project, County shall have the right to review all documents, maps, plats, records, photographs, reports and drawings affecting the construction and to inspect the work in progress, provided however, that in conducting such inspections, County shall not interfere with the work in progress. Any deficiencies brought to the attention of City by the County shall be promptly addressed by City.

B. County shall have the right to participate in the final inspection of the Project. At that time, any deficiencies noted by County shall be promptly addressed by City.

C. The County's sole obligation under this Agreement is to provide the funding for Eligible Project Costs to the City as specified in this Section. The County agrees to pay the City an amount equal to the lesser of the following:

- (1) Fifty Percent (50%) of Eligible Project Costs; or
- (2) \$475,000.00.

D. The County is not obligated to expend any further funds above \$475,000.00 on the Project from the 2017 General Obligation Bonds or any other sources of funding, nor shall the County's share of the Project exceed fifty percent (50%) of the cost of Eligible Project Costs. The parties hereby acknowledge the County's maximum amount of funding available includes a re-allocation of \$365,000.00 originally allocated to Fort Bend County Project No. 17215 – West Airport Boulevard now available due to actual costs below the estimated amount.

E. The County will forward the lesser amount as detailed in Section 4. D., above to the City upon the City's award of the construction contract for the Project. The City will forward to the County a request for payment that includes sufficient detail for the County to review the low bidder submittal. The County will forward payment to the City within thirty (30) days of approval of the construction contract from the City Council and a request from the City for payment.

F. Should the City fail to initiate Project design or construction by the dates provided below, or elect to forego construction for any reason, the County shall have, within its sole discretion to exercise, the right to re-allocate its contribution as it determines appropriate.

Section 5. City's Rights and Obligations

A. The City is responsible for managing the design and overseeing the construction and completion of the Project and complying with the applicable state and federal laws.

B. The City agrees to initiate the Project design no later than September 30, 2019.

C. The City agrees to initiate construction of the Project no later than March 31, 2020.

D. The City agrees that the improvements constructed under this Agreement, except those specifically identified as being County facilities, are the City's public infrastructure and shall be operated and maintained by the City.

E. In the event the City fails to initiate Project design or construction within the time prescribed above, determines the Project lacks feasibility, or for any other reason elects to forego its construction, the City shall provide written notice to the County of such failure or its decision to forego construction. This Agreement shall automatically terminate upon the City's election to forego construction of the Project. However, in the case of the City's delay in initiating Project design or construction, the County shall have the option to proceed with its obligations under this Agreement, notwithstanding such delay. Upon an election to terminate this Agreement under any circumstances, City agrees to refund all amounts provided by County, if any, upon thirty (30) days of said notice to the County.

F. The City shall submit reports to the County describing in sufficient detail the progress of the Project. These reports shall be submitted to County at increments agreed to between the Parties as appropriate for the various phases of the Project. Reports received by the City from contractors detailing the progress of the Project shall suffice for the requirements of this section, so long as the City has reviewed such reports and confirmed accuracy of the contractor's report.

G. The City will submit the plans for the Project to the County Engineer for review in accordance with the 2017 General Obligation Bond requirements for the Project. During the work on the Project, the County may review the documents, maps, plats, records, photographs, reports, and drawings pertaining to the Project and may inspect the work in progress, provided that it does not interfere with the work.

H. Upon completion of the Project, but no later than 60 days after, the City will furnish the County with a full accounting of the funds expended on the Project and an electronic copy of the record drawings showing the Project as constructed. The County Auditor may review the City's records regarding this Project.

I. If, after completion of Project and the City's receipt of the funds as stated in Section 4, there are funds remaining and/or savings from Project, City shall return such funds to County within thirty (30) days of County acceptance of full accounting required in Section 5.H. above.

Section 6. Liability

The City and County are entitled to the immunities and defenses of the Texas Tort Claims Act. Nothing in the Agreement shall be construed to waive either party's sovereign immunity.

Section 7. Maintenance

Upon completion of the Project, the City shall maintain the portion of the Project within its jurisdiction.

Section 8. 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 to this Agreement, that the County shall have available the total maximum amount of (i.) Fifty Percent (50%) of Eligible Project Costs, or (ii.) \$475,000.00, WHICHEVER AMOUNT IS LESS, specifically allocated to fully discharge any and all liabilities that may be incurred by the County for the Project.

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 reimburse the City hereunder will not under any condition, circumstance or interpretation hereof exceed Fifty Percent (50%) of Eligible Project Costs or \$475,000.00, WHICHEVER AMOUNT IS LESS.

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

Section 9. Insurance Requirements

City agrees that it will require Contractor's insurance policies name County as well as City as additional insureds on all policies except for Workers' Compensation and Professional Liability. Any such insurance policies shall include at least the following minimum coverage:

A. Worker's Compensation in the amount required by law. The policy shall include the All States Endorsement.

B. Comprehensive General Liability Insurance including contractual liability insurance, \$1,000,000 per occurrence, \$2,000,000 aggregate (defense costs excluded from face amount of policy).

C. Comprehensive Automobile Liability Insurance, including owned, non-owned and hired vehicles used for the Project, with bodily injury and property damage with a combined limit of not less than \$1,000,000 each occurrence.

D. City may require insurance in excess of the amount of coverage set out above, as it deems necessary, in such cases County shall remain an additional insured. City will provide County with proof of insurance within thirty (30) days of City's award of the contract for the Project construction.

Section 10. 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 11. 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 12. 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 Attention: County Judge 401 Jackson Street, 1 st Floor Richmond, Texas 77469
With a copy to:	Fort Bend County Engineering Department Attention: County Engineer 301 Jackson Street Richmond, Texas 77469
City:	City of Stafford, Texas Attention: City Manager 2610 South Main Street Stafford, Texas 77477

Section 13. 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. If a court finds or rules that any part of this Agreement is invalid or unlawful, the remainder of the

Agreement continues to be binding on the Parties.

Section 14. Execution

This Agreement has been executed by the City 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, and remain in effect until (i.) September 30, 2022, (ii.) the Project is complete, or (iii.) the Agreement is terminated otherwise as provided herein; and the obligations under Sections 4 and 5 of this Agreement are fulfilled, whichever is sooner.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

FORT BEND COUNTY, TEXAS

KP George

KP George, County Judge

CITY OF STAFFORD, TEXAS

Leonard Scarcella

Leonard Scarcella, Mayor

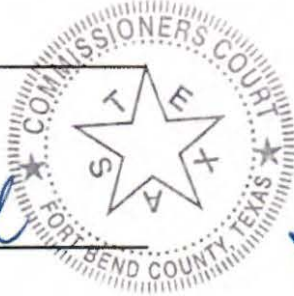
Date: 9.10.2019

Date: 8/22/2019

ATTEST:

Laura Richard

Laura Richard, County Clerk



ATTEST:

Tomika R. Lewis

Tomika R. Lewis, City Secretary

APPROVED:

J. Stacy Slawinski

J. Stacy Slawinski, P.E., County Engineer

APPROVED AS TO LEGAL FORM:

Marcus D. Spencer

Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 475,000.00 to accomplish and pay the obligation of Fort Bend County under the terms of this Agreement.

Robert Ed Sturdivant

Robert Ed Sturdivant, Fort Bend County Auditor

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Laura Richard

Laura Richard, County Clerk
Fort Bend County Texas

December 01, 2021 02:55:26 PM



FEE: \$0.00

DP2

2021199052

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2021-819529

Date Filed:
11/02/2021

Date Acknowledged:
12/28/2021

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Grand Lakes Community Association
Katy, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
21-ENG-101123
Sidewalk Expansion

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Haefner, Dean	Katy, TX United States	X	
	wang, Lijuan	Katy, TX United States	X	
	Powell, Richard	Katy, TX United States	X	
	Bagali, Sid	Katy, TX United States	X	
	burns, Jon	Katy, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)