



City of Katy



HUB CITY OF THREE COUNTIES

RESOLUTION NO. 1442

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KATY, TEXAS, AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF KATY, TEXAS AND FORT BEND COUNTY TO ESTABLISH RIGHTS & RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO A PORTION OF KATY-FLEWELLEN ROAD.

* * * * *

Whereas, on March 27, 2023, the City of Katy, Texas, approved a petition to annex property at 2707 and 2709 Katy-Flewellen Road, under Ordinance No. 3082.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KATY, TEXAS:

Section 1. That the City Council of the City of Katy, Texas, hereby authorizes the Mayor to sign an Interlocal Agreement between the City of Katy, Texas and Fort Bend County to establish rights and responsibilities of the parties with respect to the repair, maintenance and operation of a portion of Katy-Flewellen Road, located at 2707 & 2709 Katy-Flewellen, under the terms and conditions set forth in Exhibit "A" attached hereto and incorporated herein for all purposes.

PASSED, APPROVED, AND ADOPTED on the 8th day of May, 2023.

CITY OF KATY, TEXAS

By: William H Thiele
William H. Thiele, Mayor

ATTEST
Becky L. McGrew
Becky L. McGrew, City Secretary

APPROVED:
Art Pertile, III
Art Pertile, III, City Attorney

Exhibit A

Resolution No. 1442

INTERLOCAL AGREEMENT

(2707 and 2709 Katy-Flewellen Rd)

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This Interlocal Agreement (“Agreement”) is made and entered into by and between FORT BEND COUNTY, TEXAS (the “County”), a political subdivision of the state of Texas, and the City of Katy, Texas (the “City”), a municipality established under the laws of the state of Texas. County and City may be collectively referred to as the “Parties” and each individually a “Party.”

WHEREAS, this Agreement is entered into pursuant to Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act (the “Act”), which authorizes local governments to contract with one another to provide governmental functions, mutual aid, and services under the terms of the Act; and

WHEREAS, the Parties are each a local governmental entity and are authorized to provide certain governmental functions, including, but not limited to the provision of road improvements; and

WHEREAS, pursuant to its authority under Chapter 43 of the Texas Local Government Code, the City annexed a portion of property which abuts a County road known as Katy-Flewellen Road; and

WHEREAS, pursuant to Section 43.106 of the Texas Local Government Code, the City’s annexation includes the entire width of that portion of Katy-Flewellen Road and the adjacent right-of-way on both sides of the road; and

WHEREAS, the Parties desire to enter into this Agreement to establish the rights and responsibilities of the Parties with respect to the repair, maintenance, and operation of said road; and

WHEREAS, County and City have determined it would be in the best interest of County and City, and to the inhabitants thereof, that provisions be made for the repair, maintenance, and operation of said road.

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations, and mutual benefits, the Parties hereto agree as follows:

1. **Purpose.** The purpose of this Agreement is to establish the Parties’ rights and responsibilities in and to that certain portion of Katy-Flewellen Road (hereinafter the

“Road”); said Road being more fully described by metes and bounds and depicted by map and survey attached hereto as Exhibit “A” and incorporated by reference herein.

2. Rights and Responsibilities of County.

- (a) County, at its sole cost and expense, shall provide all repairs and maintenance of the Road (the “Repair and Maintenance Work”) in accordance with the standard practices for all County maintained roads.
- (b) Any Repair and Maintenance Work completed by County shall be executed, performed, and completed in a good, substantial, and workmanlike manner as measured by County’s usual practices.
- (c) County shall have the right and authority, upon reasonable notice to the proper City Official, to block streets and roadways, park equipment on rights of way, and to do all thing reasonably necessary to perform any Repair and Maintenance Work of the Road.
- (d) County shall not be liable for any delays of Repair and Maintenance Work for the Road. It is further understood and agreed by the Parties that performance of such work by County shall be subject to County’s scheduling, priorities, and commitments to other County projects.
- (e) County, upon completion of such Repair and Maintenance Work, shall clear away from the Road any debris generated from the work and/or any tools, machinery, and equipment used by County.
- (f) County, in accordance with its regulations, shall continue to issue applicable permits for any persons wanting to connect to or improve the Road.

3. Rights and Responsibilities of City.

- (a) City, at any time, shall have the right to inspect the Repair and Maintenance Work performed by the County.
- (b) Within ten (10) calendar days of County’s completion of any Repair or Maintenance Work, City shall notify County in writing of any complaints regarding the quality of workmanship by County for the Road.
- (c) Nothing contained in this Agreement shall be construed to limit City’s authority to enforce applicable traffic laws for the Road.

7. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes any and all previous agreements, written or oral, pertaining to the subject matter of this Agreement. This Agreement may only be amended or modified by written agreement executed by both Parties.
8. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either Party to this Agreement shall be considered a waiver or surrender of its governmental powers or immunity under the Texas Constitution or the laws of the State of Texas.
9. **Benefit.** This Agreement shall be for the sole and exclusive benefit of County and City and shall not be construed to confer any benefit or right upon any other party.
10. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
11. **Assignment.** Neither Party may assign its rights, duties, or obligations hereunder, without the prior written consent of the other, which consent shall not be unreasonably withheld.
12. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
13. **Effective Date.** The Effective Date of this Agreement shall be the date this Agreement is signed by the last Party hereto.
14. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
15. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.
16. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each having equal force and effect of an original.
17. **Authorization.** This Agreement shall become binding and effective only after it has been authorized and approved by the governing bodies of each Party, as evidenced by the signature of the appropriate authority. Each Party further represents that, by execution

of this Agreement, it has been duly authorized by its governing body or other appropriate authority from whom such Party is legally bound to obtain authorization.

18. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, CITY ACKNOWLEDGES THAT FORT BEND COUNTY, TEXAS IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

{Execution Page Follows}

FORT BEND COUNTY, TEXAS

CITY OF KATY, TEXAS

KP George
KP George, County Judge

William H Thiele
Name – Signature

May 23, 2023
Date



William H. Thiele
Name - Printed Name

ATTEST:

Mayor
Title

Laura Richard
Laura Richard, County Clerk

ATTEST:

Becky L. McGrew
Name – Signature

APPROVED:

Becky L. McGrew
Name – Printed

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

City Secretary
Title

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 0 to accomplish and pay the obligation of Fort Bend County, Texas under this Agreement.

Robert E. Sturdivant
Robert E. Sturdivant,
County Auditor

i:\agreements\2023 agreements\engineering\city of katy (23-eng-100674)\interlocal agmt - city of katy.docx -JLF

REAL PROPERTY DESCRIPTION
OF
0.8850 ACRES
38,549 Square Feet

Being a 0.8850 acre (38,549 square feet) tract of land as surveyed, being part of Katy Flewellen Road (width varies) as recorded in Volume 31, Page 245 Deed Records of Fort Bend County, Texas (D.R.F.B.C.T.), Clerk File (C.F.) No. 20130093 Official Records of Fort Bend County, Texas (O.R.F.B.C.T.), C.F. No. 2018019236 O.R.F.B.C.T., C.F. No. 2018019237 O.R.F.B.C.T., C.F. No. 2018023455 O.R.F.B.C.T., C.F. No. 2018057297 O.R.F.B.C.T., situated in the James Conner Survey, Abstract No. 157, Fort Bend County, Texas, said 0.8850 acre (38,549 square feet) tract being more particularly described by metes and bounds as follows with all bearings being referenced to the Texas State Plane Coordinate System (NAD 83), South Central Zone (No. 4204); all distances, coordinates and bearings shown herein are surface, and may be converted to grid by dividing the combined scale factor of 1.00013;

COMMENCING North ("N") = 13,835,446.26 and East ("E") = 2,972,720.01 at a 5/8-inch iron rod found for an angle point in the south line of the residue of a called 1.8403 acre tract conveyed by deed to Stoney Creek Center, LTD., recorded in C.F. No. 2017099392 O.R.F.B.C.T., executed October 05, 2018, and the northeast corner of the residue of a called 0.7057 of an acre tract conveyed by deed to Joe A. Lara and Nasrollah Amir Kavian, recorded in C.F. No. 2003102405 O.R.F.B.C.T., executed July 29, 2003, and situated on the Katy Extraterritorial Jurisdiction (ETJ) line;

THENCE North 71° 36' 24" West, along the common line between said 1.8403 acre tract and said 0.7057 of an acre tract, same being along the Katy ETJ line, a distance of 171.88 feet to a 5/8-inch iron rod with cap stamped "LUPHER, LLC" set for the western most southwest corner of said 1.8403 acre tract, and the northwest corner of said 0.7057 of an acre tract, situated in the east right-of-way line of said Katy Flewellen Road (variable wide), for the **POINT OF BEGINNING** and southeast corner of the herein described tract, having coordinates of North ("N") = 13,835,500.50 and East ("E") = 2,972,556.91;

THENCE South 78° 11' 39" West, departing the east right-of-way line of said Katy Flewellen Road, over and across said Katy Flewellen Road, and along said Katy ETJ line, same being along the south line of the herein described tract, a distance of 84.60 to a 5/8-inch iron rod with cap stamped "LUPHER, LLC" set at the northeast corner of a called 0.2502 of an acre tract conveyed by deed to Fort Bend County Municipal Utility District No. 163, recorded in C.F. No. 2015132836 O.R.F.B.C.T., executed November 20, 2015, situated in the east right-of-way line of said Katy Flewellen Road, for an angle point in the south line of the herein described tract;

THENCE South 60° 15' 28" West, along the common line between said called 0.2502 of an acre tract, the west right-of-way line of said Katy Flewellen Road, and said Katy ETJ line, same being along the south line of the herein described tract, a distance of 65.50 feet to a point for the point of curvature of a non-tangent curve to the left, at the northwest corner of said called 0.2502 of an acre tract, an angle point in the west right-of-way line of said Katy Flewellen Road, and said Katy ETJ line, and situated in the east line of Reserve "A", Block 1, of Avalon at Spring Green Section 1, as recorded in C.F. No. 20130093 O.R.F.B.C.T., for the southwest corner of the herein described tract, from said point a 5/8-inch iron rod with cap was found bearing South 83° 05' 55" East, a distance of 0.4 feet;

THENCE in a Northeasterly direction, along the common line between Reserve "A", Block 1, of said Avalon at Spring Green Section 1 and the west right-of-way line of said Katy Flewellen Road, same being along the west line of the herein described tract, same being along the arc of said non-tangent curve to the left, having a radius of 1,950.00 feet, a central angle of 06 degrees 43 minutes 43 seconds, a chord that bears North 24° 01' 20" East, 228.87 feet, an arc length of 229.00 feet to a point for the point of tangency at the intersection of the west right-of-way line of said Katy Flewellen Road, and the south right-of-way line of Kentmerse Ridge (90-foot width), as recorded in C.F. No. 20130093 O.R.F.B.C.T., in the west line of the herein described tract, from said point a 5/8-inch iron rod with cap was found bearing South 70° 58' 29" East, a distance 0.3 feet;

THENCE North 18° 54' 54" East, departing the south right-of-way of said Kentmerse Ridge, along the common line between the west right-of-way line of said Katy Flewellen Road, same being along the west line of the herein described tract, a distance of 140.99 to a 5/8-inch iron rod with cap found, at the intersection of the west right-of-way line of said Katy Flewellen Road, and the north right-of-way line of said Kentmerse Ridge, for the northern most southeast corner of Reserve "F", Block 3, of said Avalon at Spring Green Section 1, same being an angle point in the west line of the herein described tract;

THENCE North 18° 23' 38" East, along the common line between the west right-of-way line of said Katy Flewellen Road, Reserve "F", Block 3, of said Avalon at Spring Green, same being along the west line of the herein described tract, a distance of 45.85 feet to a 5/8-inch iron rod with cap stamped "LUPHER, LLC" set for the northwest corner of the herein described tract;

THENCE North 87° 54' 53" East, departing the west right-of-way line of said Katy Flewellen Road, over and across said Katy Flewellen Road, same being along the north line of the herein described tract, a distance of 106.75 feet to a 5/8-inch iron rod with cap stamped "LUPHER, LLC" set at the northwest corner of the residue of a called 2.3693 acre tract conveyed by deed to Stoney Creek Center, Ltd., recorded in C.F. No. 2017077362 O.R.F.B.C.T., executed July 11, 2017, and the southwest corner of the residue of a called 2.000 acre tract conveyed by deed to Katy Keystone Investment, LLC, recorded in C.F. No. 2017022669 O.R.F.B.C.T., executed February 27, 2017, for the northeast corner of the herein described tract;

KATY FLEWELLEN ROAD

Parcel No. _____
Job No. _____
Drawing No. _____

THENCE South 18° 23' 38" West, along the common line between said residue of a called 2.3693 acre tract, and the east right-of-way line of said Katy Flewellen Road, same being along the east line of the herein described tract, a distance of 192.89 feet to a 5/8-inch iron rod with cap stamped "LUPHER, LLC" set for the point of curvature of a non-tangent curve to the right, situated in the common line of said residue of a called 1.8403 acre tract, and the east right-of-way line of said Katy Flewellen Road, for a point in the east line of the herein described tract;

THENCE in a Southwesterly direction, along the common line between said residue of a called 1.8403 acre tract, and the east right-of-way line of said Katy Flewellen Road, same being along the east line of the herein described tract, same being along the arc of said non-tangent curve to the right, having a radius of 2,042.00 feet, a central angle of 04 degrees 42 minutes 41 seconds, a chord that bears South 20° 44' 59" West, 167.87 feet, an arc length of 167.91 feet returning to the **POINT OF BEGINNING** of the herein described tract of land containing 0.8850 of an acre (38,549 square feet) of land, more or less.

KATY FLEWELLEN ROAD

Parcel No. _____
Job No. _____
Drawing No. _____

Notes:

1. The coordinates and bearings shown hereon based on the Texas Coordinate System, South Central Zone (4204), NAD 83, as derived by GPS methods and determined from multiple observations on control points utilizing the Leica Smartnet GPS Network. The coordinates shown hereon are surface and may be converted to grid by dividing the surface coordinate by the average combined scale factor of 1.00013:
2. A survey plat of even date accompanies this legal description.
3. The unit of measurement is the U.S. Survey Foot and distances shown hereon are surface.

This Real Property Description is based upon a Texas Society of Professional Surveyors Category 1A, Condition III, Standard Land Survey performed under the direct supervision of Lee G. Lupher RPLS in September of 2022.

I, Lee G. Lupher, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this survey was prepared from an actual on-the-ground survey of the property described herein, conducted by me or under my supervision, and that this survey correctly represents the facts found at the time of the survey.



Lee G. Lupher
Registered Professional Land Surveyor
No. 5955

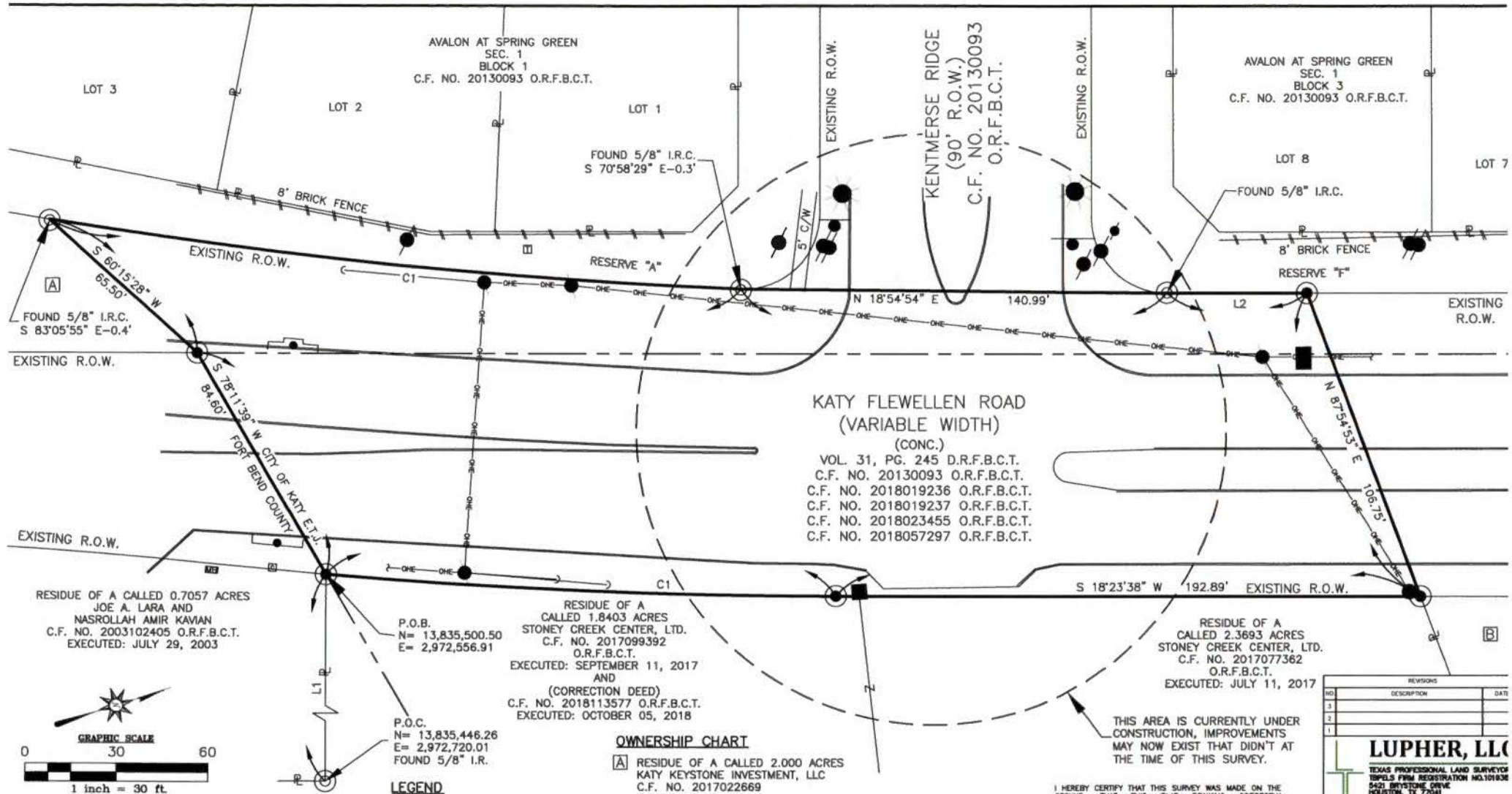


LUPHER, LLC
T.B.P.E.L.S. REGISTRATION NO. 10193807
5421 Brystone Drive
Houston, Texas 77041
Office (281) 501-8718

Checked: _____

Date: _____

Approved: _____



| REVISIONS | |
|-----------|-------------|
| NO. | DESCRIPTION |
| 1 | |
| 2 | |
| 3 | |
| 4 | |

LUPHER, LLC
 TEXAS PROFESSIONAL LAND SURVEYOR
 TRIPLETS FIRM REGISTRATION NO.101836
 5401 BRYSTONE DRIVE
 HOUSTON, TX 77041
 TELE:281-501-6718

BOUNDARY SURVEY
 OF A
 0.8550 ACRE
 (38,549 SQ. FEET) TRACT
 AN ANNEXATION
 OF KATY FLEWELLEN ROAD
 SITUATED IN THE
 JAMES CONNER SURVEY, ABST-157

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, THAT THIS PLAT DRAWING CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY I-A, CONDITION II LAND TITLE SURVEY.



THIS SURVEY IS FINAL AS AUTHORIZED BY LEE O. LUPHER, RPLS TX REG. NO. 5955 ON SEPTEMBER 23, 2022

| LINE TABLE | | | | | |
|------------|-----------------|----------|--|--|--|
| LINE | BEARING | DISTANCE | | | |
| L1 | N 71° 36' 24" W | 171.88' | | | |
| L2 | N 18° 23' 38" E | 45.85' | | | |

| CURVE | RADIUS | ARC LENGTH | DELTA ANGLE | CHORD LENGTH | CHORD BEARING |
|-------|-----------|------------|-------------|--------------|---------------|
| C1 | 1,950.00' | 229.00' | 6°43'43" | 228.87' | N 24°01'20" E |
| C2 | 2,042.00' | 167.91' | 4°42'41" | 167.87' | S 20°44'59" W |

Inverse With Area

Thu Sep 22 14:21:55 2022

CRD File> N:\LUPHER.LLC\Projects\2022\22-184 Matt Hughes\WA 03 Katy Flewellen
Annexation\SURVEY\DWG\Katey-Flewellen_Annexation.crd

| PntNo | Bearing | Distance | Northing | Easting | Description |
|-------|--------------------------|-----------------------|------------------------|------------|-----------------------------|
| 8047 | | | 13835446.26 | 2972720.01 | POC FND58IR |
| | N 71°36'24" W | 171.88 | | | |
| 8048 | | | 13835500.50 | 2972556.91 | POB SET58IRC |
| | S 78°11'39" W | 84.60 | | | |
| 8027 | | | 13835483.19 | 2972474.10 | SET58IRC |
| | S 60°15'28" W | 65.50 | | | |
| 8026 | | | 13835450.70 | 2972417.23 | FND58IRC S 83°05'55" E-0.4' |
| | Radius: 1950.00 | Chord: 228.87 | Degree: 2°56'18" | | Dir: Left |
| | Length: 229.00 | Delta: 6°43'43" | Tangent: 114.63 | | |
| | Chord BRG: N 24°01'20" E | Rad-In: N 62°36'49" W | Rad-Out: N 69°20'32" W | | |
| | Radius PntNo: 8025 | N: 13836347.67 | E: 2970685.77 | | |
| 8024 | | | 13835659.74 | 2972510.40 | FND58IRC S 70°58'29" E-0.3' |
| | N 18°54'54" E | 140.99 | | | |
| 8065 | | | 13835793.12 | 2972556.10 | FND58IRC |
| | N 18°23'38" E | 45.85 | | | |
| 8084 | | | 13835836.63 | 2972570.57 | SET58IRC |
| | N 87°54'53" E | 106.75 | | | |
| 8052 | | | 13835840.51 | 2972677.25 | SET58IRC |
| | S 18°23'38" W | 192.89 | | | |
| 8043 | | | 13835657.48 | 2972616.38 | SET58IRC |
| | Radius: 2042.00 | Chord: 167.87 | Degree: 2°48'21" | | Dir: Right |
| | Length: 167.91 | Delta: 4°42'41" | Tangent: 84.00 | | |
| | Chord BRG: S 20°44'59" W | Rad-In: N 71°36'22" W | Rad-Out: N 66°53'40" W | | |
| | Radius PntNo: 8042 | N: 13836301.83 | E: 2970678.71 | | |
| 8048 | | | 13835500.50 | 2972556.91 | POB SET58IRC |

Closure Error Distance> 0.0000


Total Distance Inversed> 1033.49


Area: 38549 Sq. Feet, 0.8850 Acres




Adjusted Point of Beginning




 Parcels


 Katy ETJ

 Katy City Limits

Surveys

Name

 Property Survey

 Right of Way Survey

