



CITY COUNCIL

AGENDA REQUEST

AGENDA OF:	01-15-13	AGENDA REQUEST NO:	III-D
INITIATED BY:	KEISHA E. SEALS ENGINEER III <i>KES</i>	RESPONSIBLE DEPARTMENT:	ENGINEERING
PRESENTED BY:	KEISHA SEALS ENGINEER III <i>KES</i>	DIRECTOR:	CHRISTOPHER STEUBING, PE, CFM, CITY ENGINEER <i>CLS</i>
		ADDITIONAL DIRECTOR (S):	MARYANN POWELL, CITY ATTORNEY <i>MAP</i>

SUBJECT / PROCEEDING: SUGAR CREEK HOME OWNERS ASSOCIATION AMENDMENT TO AGREEMENT (CIP No ST0801)
APPROVE AMENDMENT #1 TO AGREEMENT

EXHIBITS: AMENDMENT NO. 1
ORIGINAL AGREEMENT

CLEARANCES	APPROVAL
------------	----------

LEGAL:	EUGENIA CANO, FIRST ASSISTANT CITY ATTORNEY <i>EAC</i>	ASSISTANT CITY MANAGER:	KAREN DALY <i>Ked</i>
PURCHASING:	TODD REED, CPPB PURCHASING MANAGER <i>TR</i>	ASSISTANT CITY MANAGER:	N/A
BUDGET:	JENNIFER BROWN, DIRECTOR OF BUDGET & RESEARCH <i>JB</i>	CITY MANAGER:	ALLEN BOGARD <i>Allen Bogard</i>

BUDGET

EXPENDITURE REQUIRED: \$	66,100
CURRENT BUDGET: \$	91,600
ADDITIONAL FUNDING: \$	N/A

RECOMMENDED ACTION

Authorize the Amendment No. 1 to the original Agreement between the City of Sugar Land and the Sugar Creek Homeowners Association for the purchase of property adjacent to the Dulles Avenue roadway for the purpose of the Dulles Avenue Upgrade Project (ST0801).

EXECUTIVE SUMMARY

In May 2011, the City of Sugar Land entered into an Agreement with the Sugar Creek Homeowners Association (SCHOA) for the conveyance of property adjacent to Dulles Avenue. The property was acquired for the purposes of improving the roadway under the CIP NO ST0801 Dulles Avenue Upgrade Project. A strip of land was conveyed to the City in the amount of \$160,000.00 in accordance with the original agreement.

Under the Agreement the SCHOA obligations were as follows:

- Use the entire funds to replace the existing brick wall with a more durable wall for the purpose of safety.
- Complete the construction of the wall within one (1) year of written notice from the City that the roadway construction is complete.
- If the wall is not constructed within the time allotted by the City, the SCHOA will have to reimburse the City the Settlement Funds.

The SCHOA has been working on the replacement of the wall that encompasses approximately 1,800 LF along Dulles Avenue. The roadway has encroached closer to the existing wall due to the sidewalk and drainage improvements that have been constructed as part of the project. The existing wall has multiple failures and does not meet the minimum height requirements as identified within the City's Development Code.

Amendment No. 1:

Due to the increase in materials and construction cost as well as the additional height requirements, the wall proposals are coming in at a higher cost than anticipated. In order to facilitate SCHOA meeting the deadline and making the roadway more safe with a better and more sustainable wall, the Engineering Department is recommending additional funding be provided to SCHOA in an amount not to exceed \$66,100.

If the wall is not constructed within the time frame allotted by the City, the SCHOA will have to reimburse a total of \$153,584 which includes the Settlement Funds of \$87,484 and the additional funding of \$66,100. The SCHOA would retain the purchase price of \$72,516, which was for right-of-way purchased by the City.

CIP project ST0801 has an available unencumbered balance of \$91,600. The Sugar Creek Board is anticipating constructing the wall immediately upon completion of the roadway. This would put them ahead of the scheduled deadline.

The Engineering Department recommends that the City Council approve Amendment No. 1 with the Sugar Creek Homeowners Association in the amount of \$66,100.00.

EXHIBITS

**AMENDMENT NO. 1
TO THE AGREEMENT
BETWEEN THE CITY OF SUGAR LAND
AND SUGAR CREEK HOMES ASSOCIATION**

This Amendment No. 1 to the Agreement between the City of Sugar Land and the Sugar Creek Homes Association (Agreement) is entered into between the **CITY OF SUGAR LAND** (City) and **SUGAR CREEK HOMES ASSOCIATION** (HOA).

Recitals

By contract, entered into on or about May 3, 2011, the City entered into an agreement (the Agreement) with the HOA. The City needed land owned by the HOA for the Dulles Avenue Upgrade Project (Project). To avoid the uncertain costs of eminent domain proceedings, the Agreement provided for the City to fund replacement of the HOA's deteriorated brick wall (Brick Wall) extending from US Highway 90A to Avenue E along Dulles Avenue. The City's Project has caused Dulles Avenue to be raised higher than the Brick Wall, which has impacted the HOA's Brick Wall. The costs of replacing the Brick Wall are greater than originally anticipated. To mitigate the Project's impact to the HOA, the City agrees to fund the additional costs necessary to replace the Brick Wall.

Agreement

In consideration of the additional benefits to accrue to both parties and the covenants of each, the City and HOA agree to amend the Agreement as follows:

1. That the definition of "Entire Funds" in Section 1, Definitions, is amended to read as follows:

"Entire Funds" means \$226,100, comprised of the \$87,484 settlement funds, the \$72,516 purchase price funds, and the \$66,100 for the additional costs to replace the Brick Wall.

2. That Section 2 is amended by adding the following:

(b) Pay the HOA the sum of \$66,100 within 30 days of execution of this Amendment No. 1.

3. That Section 3(c) is amended to read as follows:

(c) Reimburse the City the sum of \$153,584 if the HOA does not complete construction of the new fence wall required by paragraph (a) above within one year of receiving written notice from the City that the City has completed construction of that portion of the Dulles Avenue Upgrade Project located between the US Highway 90A and Avenue E. The HOA will reimburse the City within 30 days after the lapse of one year after failing to comply with the requirements of this paragraph.

4. This Amendment No. 1 to the Contract is effective when executed by both parties and shall terminate when the Contract terminates.

CITY OF SUGAR LAND

SUGAR CREEK HOMES ASSOCIATION

Allen Bogard, City Manager

Date: _____

Title: _____

Date: _____

ATTEST:

Glenda Gundermann, City Secretary

Reviewed for Legal Compliance:

Eugenio A. Cano

**AGREEMENT BETWEEN
THE CITY OF SUGAR LAND AND
SUGAR CREEK HOMES ASSOCIATION**

This agreement is made between the **CITY OF SUGAR LAND, TEXAS (City)** and the **SUGAR CREEK HOMES ASSOCIATION (HOA)**.

Recitals:

Simultaneously with execution of this Agreement, the HOA is conveying the Property to the City for its appraised value of \$72,516, which the City agrees to pay to the HOA upon the HOA's submission of an executed deed for the Property to the City. The Property is shown in the attached Exhibit A, which is incorporated into this Agreement. The City has agreed to pay the HOA the sum of \$87,484 to avoid the uncertain costs of litigation associated with eminent domain proceedings, subject to the conditions in this Agreement. The HOA agrees use these settlement funds (\$87,484) and the purchase price (\$72,516) to replace its existing deteriorated brick wall located adjacent to the Property and extending from US Highway 90A to Avenue E.

Agreement:

The City and the HOA agree as follows:

1. Definitions. In this Agreement:

Brick Wall means the existing deteriorated brick wall located adjacent to the Property and extending from US Highway 90A to Avenue E.

City means the City of Sugar Land, Texas.

Entire Funds means \$160,000 comprised of the \$87,484 settlement funds and the \$72,516 purchase price funds.

HOA means the Sugar Creek Homes Association, a Texas non-profit corporation organized as a property owners association.

2. City's Obligations. The City will:

(a) Pay the HOA the sum of \$87,484 within 30 days of execution of this Agreement.

(b) Notify the HOA in writing when the City's contractor has completed construction of the portion of the Dulles Avenue Upgrade Project located between US Highway 90A and Avenue E.

The City will not own or maintain the wall to be constructed by the HOA under Section 3 below.

3. HOA Obligations. The HOA will:

- (a) Use the Entire Funds to replace the Brick Wall with *either* a new:
- (1) Reinforced concrete panel wall that complies with the City's Streetscape Policy, as amended or re-titled; or
 - (2) Masonry, stone, or brick wall or other type of wall that exceeds the quality of a concrete panel wall, as approved by the City.

(b) Complete construction of the wall required by paragraph (a) above within one year of the City's written notice that construction of the portion of the Dulles Avenue Upgrade Project located between US Highway 90A and Avenue E has been completed.

(c) Reimburse the City the sum of \$87,484 if the HOA does not complete construction of the wall required by paragraph (a) above within one year of receiving written notice from the City that the City has completed construction of that portion of the Dulles Avenue Upgrade Project located between US Highway 90A and Avenue E. The HOA will reimburse the City within 30 days after the lapse of one year after failing to comply with the requirements of this paragraph.

4. Term and Termination. This Agreement begins on the latest date of the dates executed by all parties and ends when the parties have completed their obligations under this Agreement.

5. Law Governing and Venue. This Agreement is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Fort Bend County, Texas.

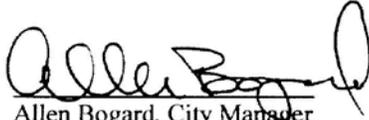
6. Entire Contract. This Agreement represents the entire agreement between the City and the HOA with respect to the matters stated herein and supersedes all prior negotiations, representations, or contracts, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

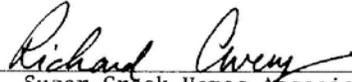
7. Severability. If a court finds or rules that any part of this Agreement is invalid or unlawful, the remainder of the Agreement continues to be binding on the parties.

(Signature Pages Follow)

CITY OF SUGAR LAND

SUGAR CREEK HOMES ASSOCIATION

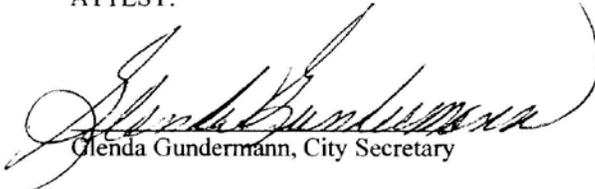

Allen Bogard, City Manager

By: 
Title: Sugar Creek Homes Association President

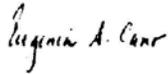
Date: 5-3-2011

Date: March 23, 2011

ATTEST:


Glenda Gundermann, City Secretary

Reviewed for Legal Compliance:



Exhibits: Exhibit A-Property Descriptions

EXHIBIT "A"

RIGHT OF WAY ACQUISITION
OWNER: SUGAR CREEK HOMES ASSOCIATION
SUBDIVISION OF SUGAR CREEK, SECTION SEVEN
CITY OF SUGAR LAND
FORT BEND COUNTY, TEXAS
PARCEL No. 15

PROPERTY DESCRIPTION

Being a 0.1887 acre tract of land situated in the William Stafford, One and One Half League, Abstract No. 89 in the City of Sugar Land, Fort Bend County, Texas, and being a portion of a tract of land known as "15 Foot Unrestricted Reserve" Sugar Creek, Section Seven, a subdivision in the City of Sugar Land recorded in Volume 10, Page 9 of the Plat Records of Fort Bend County, Texas, said 0.1887 acre tract of land being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod found in the southerly right-of-way line of Broadmoor Drive (70 feet wide), said 5/8 inch iron rod also being the northeast corner of Lot 1, Block 3, Sugar Creek, Section One, a subdivision in the City of Sugar Land recorded in Volume 7, Page 10 of the Plat Records of Fort Bend County, Texas, and the northwest corner of a tract of land known as "15 Foot Unrestricted Reserve" of said Sugar Creek Section One, Block 3; **THENCE** South 02 degrees 16 minutes 13 seconds East, with the east line of said Lot 1, Block 3, the west line of said 15 Foot Unrestricted Reserve of said Sugar Creek Section One, Block 3, a distance of 125.00 feet to a point for the most northerly northwest corner of Lot 6, Block 3 of said Sugar Creek Section Seven; **THENCE** North 87 degrees 43 minutes 47 seconds East, with the north line of said Lot 6 and with the south line of Said 15 Foot Unrestricted Reserve of said Sugar Creek Section One, Block 3 passing at a distance of 15.00 feet, the northeast corner of said Lot 6 and the northwest corner of said 15 Foot Unrestricted Reserve of said Sugar Creek Section Seven, Block 3, in all a distance of 16.42 feet to a 5/8 inch iron rod with blue cap stamped "GORRONDONA & ASSOC INC. HOUSTON, TX" set for the **POINT OF BEGINNING** said 5/8 inch iron rod also being in the west right-of-way line of Dulles Avenue (a variable width right-of-way);

THENCE North 87 degrees 43 minutes 47 seconds East, a distance of 13.58 feet to the northeast corner of this tract and a 5/8 inch iron rod with blue cap stamped "GORRONDONA & ASSOC INC. HOUSTON, TX" set for corner;

THENCE South 02 degrees 16 minutes 13 seconds East, a distance of 611.00 feet to the southeast corner of this tract and a 5/8 inch iron rod with blue cap stamped "GORRONDONA & ASSOC INC. HOUSTON, TX" set for corner;

THENCE South 87 degrees 43 minutes 47 seconds West, a distance of 13.65 feet to the southwest corner of this tract, and a 5/8 inch iron rod with blue cap stamped "GORRONDONA & ASSOC INC. HOUSTON, TX" set for corner;

THENCE North 02 degrees 11 minutes 06 seconds West, generally parallel to and approximately one half of a foot (0.50') east of the east face of an existing 0.70 foot wide concrete retaining wall a distance of 423.68 feet to a 5/8 inch iron rod with blue cap stamped "GORRONDONA & ASSOC INC. HOUSTON, TX" set for corner;

GORRONDONA & ASSOCIATES, INC. • 110 CYPRESS STATION DRIVE, STE 157 • HOUSTON, TEXAS 77060 • 281-419-2453 FAX 281-419-2968

- THENCE** North 07 degrees 20 minutes 16 seconds West, generally parallel to and approximately one half of a foot (0.50') east of the east face of an existing 0.70 foot wide concrete retaining wall a distance of 4.94 feet to a 5/8 inch iron rod with blue cap stamped "GORRONDONA & ASSOC INC. HOUSTON, TX" set for corner;
- THENCE** North 02 degrees 18 minutes 48 seconds West, generally parallel to and approximately one half of a foot (0.50') east of the east face of an existing 0.70 foot wide concrete retaining wall a distance of 23.55 feet to a 5/8 inch iron rod with blue cap stamped "GORRONDONA & ASSOC INC. HOUSTON, TX" set for corner;
- THENCE** North 04 degrees 21 minutes 01 seconds West, generally parallel to and approximately one half of a foot (0.50') east of the east face of an existing 0.70 foot wide concrete retaining wall a distance of 24.02 to a 5/8 inch iron rod with blue cap stamped "GORRONDONA & ASSOC INC. HOUSTON, TX" set for corner;
- THENCE** North 01 degrees 39 minutes 48 seconds West, generally parallel to and approximately one half of a foot (0.50') east of the east face of an existing 0.70 foot wide concrete retaining wall a distance of 89.43 feet to a 5/8 inch iron rod with blue cap stamped "GORRONDONA & ASSOC INC. HOUSTON, TX" set for corner;
- THENCE** North 02 degrees 29 minutes 52 seconds West, generally parallel to and approximately one half of a foot (0.50') east of the east face of an existing 0.70 foot wide concrete retaining wall a distance of 45.42 feet to the **POINT OF BEGINNING**, and containing 8.219 square feet or 0.1887 acres of land:

This property description is accompanied by a separate plat of even date.

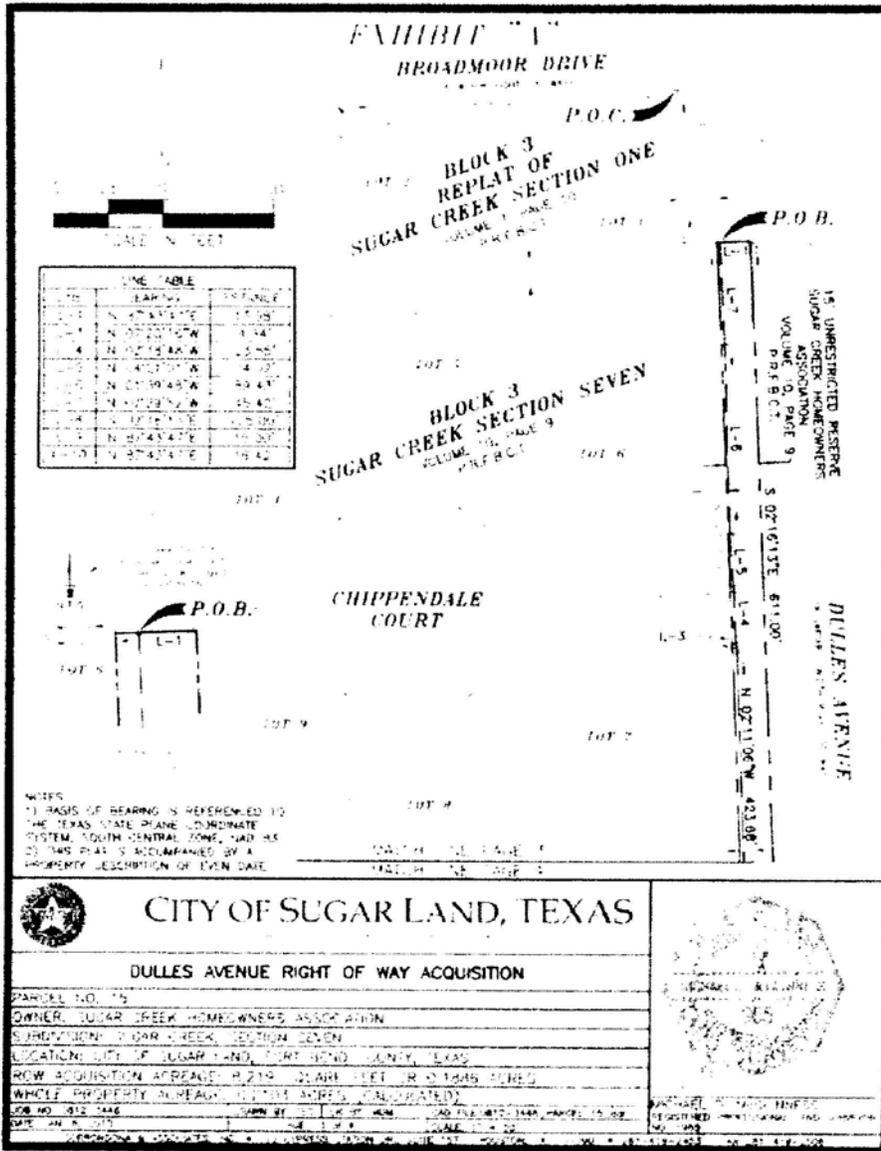
All bearings are referenced to the Texas State Plane Coordinate System, South Central Zone, NAD83.

I, Michael D. McGuinness, a Registered Professional Land Surveyor, do hereby certify that the above description and accompanying plat is true and correct to the best of my knowledge and belief and that the property described herein was determined by survey made on the ground under my direction and supervision.



Michael D. McGuinness
Registered Professional Land Surveyor
Texas No. 1965





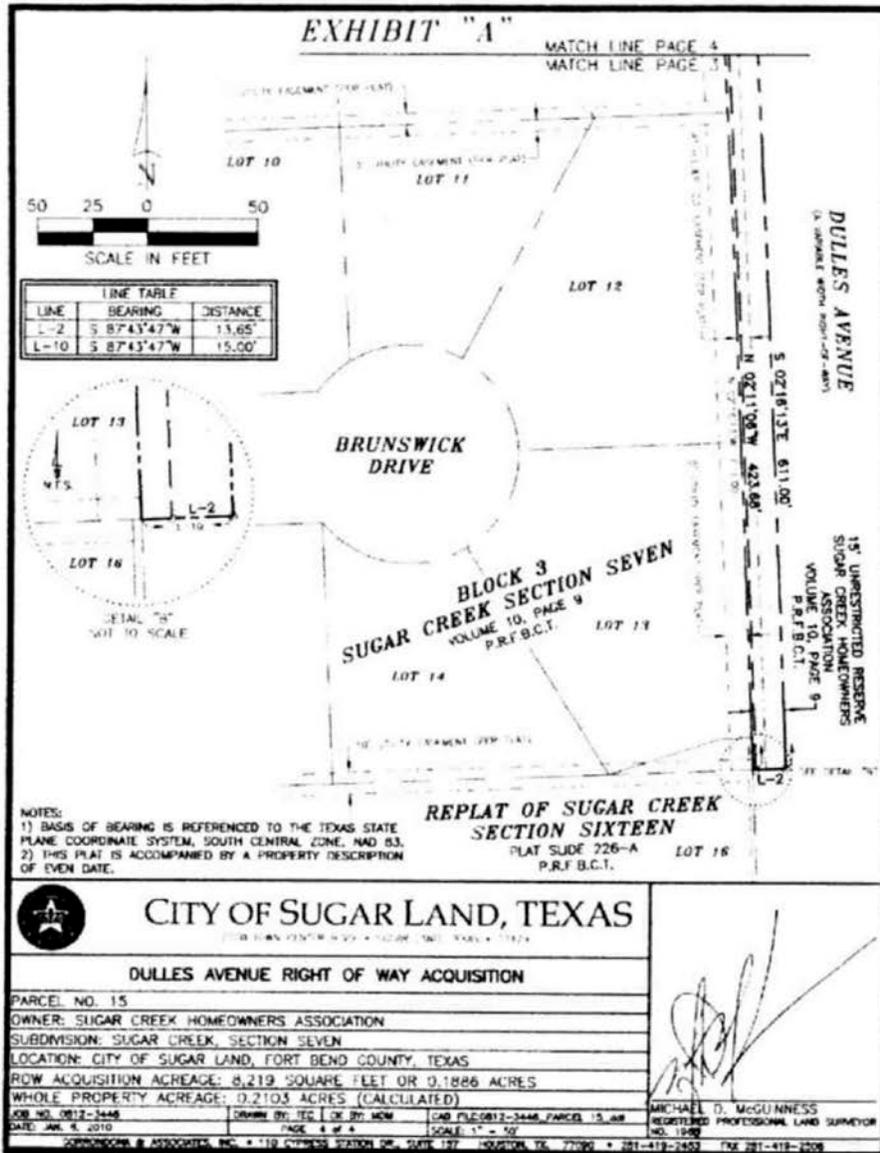


EXHIBIT "A"

RIGHT OF WAY ACQUISITION
OWNER: SUGAR CREEK HOMES ASSOCIATION
SUBDIVISION OF SUGAR CREEK, SECTION ONE
CITY OF SUGAR LAND
FORT BEND COUNTY, TEXAS
PARCEL 16

PROPERTY DESCRIPTION

Being a 0.0027 acre tract of land situated in the William Stafford, One and One Half League, Abstract No. 89 in the City of Sugar Land, Fort Bend County, Texas, and being a portion of that certain tract of land known as "Unrestricted Reserve" of the subdivision of Sugar Creek, Section One, a subdivision in the City of Sugar Land recorded in Volume 7, page 10 of the Plat Records of Fort Bend County, Texas, said 0.0027 acre tract of land being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found in the southerly right-of-way line of Broadmoor Drive (70 feet wide), said 5/8 inch iron rod also being the northeast corner of Lot 1, Block 3 of said Sugar Creek Section One; same being the northwest corner of an "Unrestricted Reserve" of said Sugar Creek Section One;

THENCE North 87 degrees 43 minutes 47 seconds East, a distance of 15.00 feet to the northeast corner of this tract and a 5/8 inch iron rod with blue cap stamped "GORRONDONA & ASSOC INC. HOUSTON, TX" set for corner;

THENCE South 02 degrees 16 minutes 13 seconds East, a distance of 15.43 feet to the southeast corner of this tract and a 5/8 inch iron rod with blue cap stamped "GORRONDONA & ASSOC INC. HOUSTON, TX" set for corner;

THENCE North 46 degrees 27 minutes 13 seconds West, a distance of 21.52 feet to the **POINT OF BEGINNING**, and containing 116 square feet or 0.0027 acres of land;

This property description is accompanied by a separate plat of even date.

All bearings are referenced to the Texas State Plane Coordinate System, South Central Zone, NAD83.

I, Michael D. McGuinness, a Registered Professional Land Surveyor, do hereby certify that the above description and accompanying plat is true and correct to the best of my knowledge and belief and that the property described herein was determined by survey made on my own and under my direction and supervision.


Michael D. McGuinness
Registered Professional Land Surveyor
Texas No. 1965



GORRONDONA & ASSOCIATES, INC. • 110 CYPRESS STATION DRIVE, STE 157 HOUSTON, TEXAS 77060 • 281-419-2453 FAX 281-419-2500

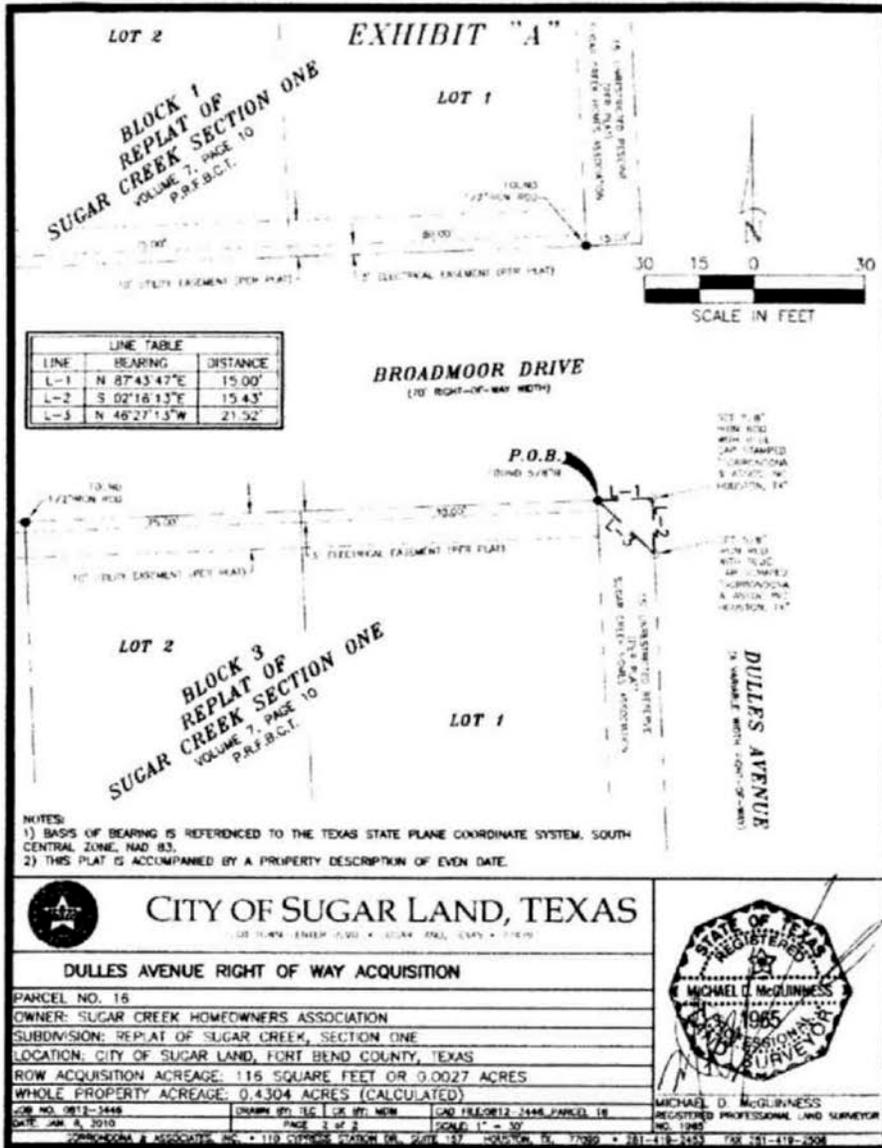


EXHIBIT "A"

**RIGHT OF WAY ACQUISITION
OWNER: SUGAR CREEK HOMES ASSOCIATION
SUBDIVISION OF SUGAR CREEK, SECTION ONE
CITY OF SUGAR LAND
FORT BEND COUNTY, TEXAS
PARCEL No. 17**

PROPERTY DESCRIPTION

Being a 0.0019 acre tract of land situated in the William Stafford, One and One-Half League, Abstract No. 89 in the City of Sugar Land, Fort Bend County, Texas, and being a portion of that certain tract of land known as "Unrestricted Reserve" of the subdivision of Sugar Creek, Section One, a subdivision in the City of Sugar Land recorded in Volume 7, Page 10 of the Plat Records of Fort Bend County, Texas, said 0.0019 acre tract of land being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found in the north right-of-way line of Broadmoor Drive (70 foot wide right-of-way), said 1/2 inch iron rod also being the southeast corner of Lot 1, Block 1 of said Sugar Creek Section One and the southwest corner of said "Unrestricted Reserve" of said Sugar Creek Section One, from which a 5/8 inch iron rod found in the south right-of-way line of Broadmoor Drive for the northeast corner of Lot 1, Block 3 of said Sugar Creek Section One bears South 02 degrees 24 minutes 09 seconds East, a distance of 70.00 feet, said 5/8 inch iron rod also being the northwest corner of a tract known as "Unrestricted Reserve" of said Sugar Creek Section One;

THENCE North 51 degrees 28 minutes 33 seconds East, a distance of 18.60 feet to a 5/8 inch iron rod with blue cap stamped "GORRONDONA & ASSOC INC, HOUSTON, TX" set for corner in the east line of said "Unrestricted Reserve" of said Sugar Creek Section One and the west right-of-way line of Dulles Avenue (a variable width right-of-way);

THENCE South 02 degrees 16 minutes 13 seconds East, with the east line of said "Unrestricted Reserve" of said Sugar Creek Section One and the west right-of-way line of Dulles Avenue, a distance of 11.00 feet to a 5/8 inch iron rod with blue cap stamped "GORRONDONA & ASSOC INC, HOUSTON, TX" set for the southeast corner of said "Unrestricted Reserve" of said Sugar Creek Section One and the point of intersection of the west right-of-way line of Dulles Avenue with the north right-of-way line of Dulles Avenue;

THENCE South 87 degrees 43 minutes 47 seconds West, with the south line of said "Unrestricted Reserve" of said Sugar Creek Section One and the north right-of-way line of Broadmoor Drive, a distance of 15.00 feet to the **POINT OF BEGINNING**, and containing 82 square feet or 0.0019 acres of land;

This property description is accompanied by a separate plat of even date.

All bearings are referenced to the Texas State Plane Coordinate System, South Central Zone, NAD83.

I, Michael D. McGuinness, a Registered Professional Land Surveyor, do hereby certify that the above description and accompanying plat is true and correct to the best of my knowledge and belief and that the property described herein was determined by survey made on the ground under my direction and supervision.


Michael D. McGuinness
Registered Professional Land Surveyor
Texas No. 1965



EXHIBIT "A"

**RIGHT OF WAY ACQUISITION
OWNER: SUGAR CREEK HOMES ASSOCIATION
SUBDIVISION OF SUGAR CREEK, SECTION THREE
CITY OF SUGAR LAND
FORT BEND COUNTY, TEXAS
PARCEL 18**

PROPERTY DESCRIPTION

Being a 0.3784 acre tract of land situated in the William Stafford, One and One Half League, Abstract No. 89 in the City of Sugar Land, Fort Bend County, Texas, and being a portion of that certain tract of land known as "Unrestricted Reserve A" of the subdivision of Sugar Creek, Section Three, a subdivision in the City of Sugar Land recorded in Plat Slide 116-A of the Plat Records of Fort Bend County, Texas, said 0.3784 acre tract of land being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod found in the easterly right-of-way line of Longview Drive (60 feet wide), said 5/8 inch iron rod also being the southwest corner of a tract of land deeded to Fort Bend Independent School District, as recorded in Volume 399, Page 433 of the Deed Records of Fort Bend County, Texas, the same being the northwest corner of Lot 44, Block 1 of said Sugar Creek Section Three; **THENCE** North 87 degrees 44 minutes 07 seconds East, with the south line of the Fort Bend Independent School District tract and the north line of said Sugar Creek, Section Three, a distance of 1212.48 feet to a set 5/8 inch iron rod with blue cap stamped "GORRONDONA & ASSOC INC. HOUSTON, TX", the northwest corner of this tract, and the **POINT OF BEGINNING**;

- THENCE** North 87 degrees 44 minutes 07 seconds East, passing at 1.00 feet, a found 5/8 inch bent iron rod, in all a distance of 14.60 feet to the northeast corner of this tract and a 5/8 inch iron rod with blue cap stamped "GORRONDONA & ASSOC INC. HOUSTON, TX" set for corner;
- THENCE** South 02 degrees 16 minutes 13 seconds East, a distance of 1202.18 feet to the southeast corner of this tract and a 5/8 inch iron rod with blue cap stamped "GORRONDONA & ASSOC INC. HOUSTON, TX" set for corner;
- THENCE** South 87 degrees 43 minutes 47 seconds West, a distance of 13.80 feet to the southwest corner of this tract, and a 5/8 inch iron rod with blue cap stamped "GORRONDONA & ASSOC INC. HOUSTON, TX" set for corner;
- THENCE** North 02 degrees 15 minutes 32 seconds West generally parallel to and approximately one half of a foot (0.50') east of the east face of an existing 0.70 foot wide concrete retaining wall, a distance of 1093.38 feet to an angle point of this tract, and a 5/8 inch iron rod with blue cap stamped "GORRONDONA & ASSOC INC. HOUSTON, TX" set for corner;

THENCE North 02 degrees 15 minutes 10 seconds West generally parallel to and approximately one half of a foot (0.50') east of the east face of an existing 0.70 foot wide concrete retaining wall, a distance of 39.94 feet to an angle point of this tract, and a 5/8 inch iron rod with blue cap stamped "GORRONDONA & ASSOC INC, HOUSTON, TX" set for corner;

THENCE North 03 degrees 07 minutes 40 seconds West generally parallel to and approximately one half of a foot (0.50') east of the east face of an existing 0.70 foot wide concrete retaining wall, a distance of 68.86 feet to the **POINT OF BEGINNING**, and containing 16,481 square feet or 0.3784 acres of land;

This property description is accompanied by a separate plat of even date.

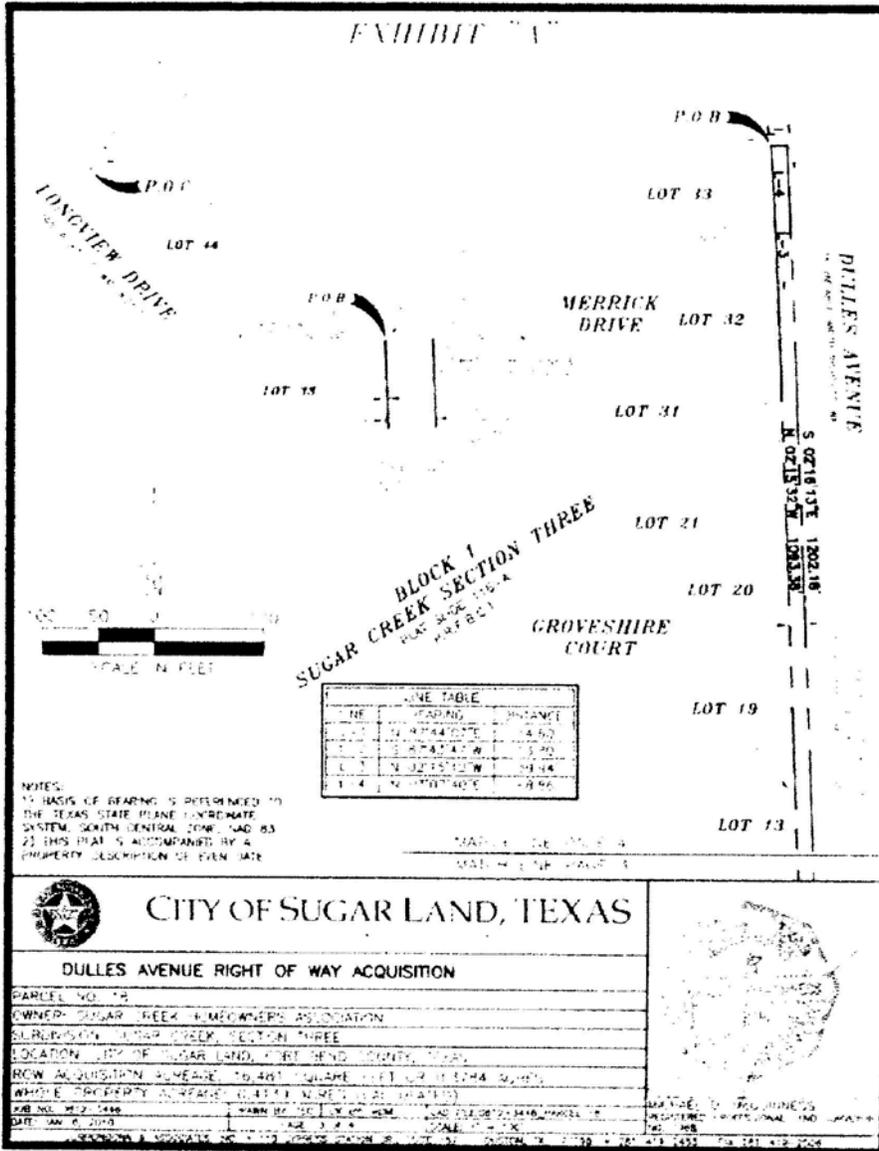
All bearings are referenced to the Texas State Plane Coordinate System, South Central Zone, NAD83.

I, Michael D. McGuinness, a Registered Professional Land Surveyor, do hereby certify that the above description and accompanying plat is true and correct to the best of my knowledge and belief and that the property described herein was determined by survey made on the ground under my direction and supervision.


Michael D. McGuinness
Registered Professional Land Surveyor
Texas No. 1965



EXHIBIT "A"



CITY OF SUGAR LAND, TEXAS

DULLES AVENUE RIGHT OF WAY ACQUISITION

PARCEL NO. 18
 OWNER: SUGAR CREEK HOMEOWNERS ASSOCIATION
 SUBDIVISION: SUGAR CREEK SECTION THREE
 LOCATION: CITY OF SUGAR LAND, FORT BEND COUNTY, TEXAS
 ROW ACQUISITION AREA: 16,481 SQUARE FEET (OR 0.374 ACRES)
 WHOLE PROPERTY ACRES: 0.4111 (NET 0.21 ACRES)
 PUB. NO. 102-1446 EXPIRES: 12/31/2011
 DATE: JAN 0, 2010 AGE: 3.2.4

