

6. AGR



COMMISSION

ROBERT H. DEDMAN, CHAIRMAN
JOHN R. BUTLER, JR.
RAY STOKER, JR.

**STATE DEPARTMENT OF HIGHWAYS
AND PUBLIC TRANSPORTATION**

P. O. Box 1386
Houston, Texas 77251-1386

ENGINEER-DIRECTOR
R. E. STOTZER, JR.

June 23, 1988

IN REPLY REFER TO
DME

C

Multiple Use Agreement
Boat Ramp Facility
Galveston County
FM 270 at Clear Creek in League City
Control 3312-2

O

Mr. Bobby G. Hodge, Chief Engineer
Safety and Maintenance Operations
State Department of Highways
and Public Transportation
11th and Brazos
Austin, Texas 78701-2483

Attention: File D-18M
Mr. Jim Daily

Dear Sir:

Attached for your file is a signed copy of the Assignment Agreement for the
subject Multiple Use Agreement with Texas Parks and Wildlife Department.

P

Sincerely,

Dennis J. Mlcak
District Maintenance Engineer
District No. 12

Y

BBP:rs
Attachment
A6.23FM270

ASSIGNMENT AGREEMENT

STATE OF TEXAS)

COUNTY OF TRAVIS)

This Agreement made this 28th day of April, 1988, by and between the City of League City, and the Texas Parks and Wildlife Department ("Department").

WITNESSETH:

WHEREAS, the State Department of Highways and Public Transportation ("SDHPT") and the Department entered into a certain Multiple Use Agreement dated _____, which obligated the Department to maintain and operate a boat ramp facility on _____ Clear Creek at FM 270 in _____ Galveston County as described therein at paragraph five; and

WHEREAS, the Department and the City mutually desire to assign the above-described maintenance and operation responsibilities to the City;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties hereto contract as follows:

1. The Department hereby assigns to the City the obligation to maintain and operate the above-described boat ramp facility during the term of the said Multiple Use Agreement, subject to the approval of the SDHPT as shown below.
2. The City covenants to faithfully carry out said assigned obligations EFFECTIVE as of the date first above written.

TEXAS PARKS & WILDLIFE DEPARTMENT

BY Charles D. Travis
CHARLES D. TRAVIS
Executive Director

City of League City
(SPONSOR NAME)

BY Joe L. Lamb
Joe L. Lamb, Mayor
NAME AND TITLE

DATE 6-1-88

DATE 4-28-88

ASSIGNMENT APPROVED:
BY Henry Stewart
STATE DEPARTMENT OF HIGHWAYS
AND PUBLIC TRANSPORTATION
3/4/88
DATE

MULTIPLE USE AGREEMENT
GALVESTON COUNTY
LEAGUE CITY/FM 270 BOAT RAMP

STATE OF TEXAS §

COUNTY OF GALVESTON §

THIS AGREEMENT made this 4th day of MARCH, A.D. 1988, by and between the State Department of Highways and Public Transportation, hereinafter referred to as "State", party of the first part, and Texas Parks and Wildlife Department, hereinafter called the TP&W, party of the second part.

WITNESSETH

WHEREAS, the TP&W has requested the State to permit the construction, maintenance and operation of a boat ramp facility in the highway right-of-way on FM 270 at Clear Creek in Galveston County, and proposes to enter into a third party agreement with the City of League City for certain work and funding; and

WHEREAS, the State has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the TP&W will enter into agreements with the State for the purpose of determining the respective responsibilities of the TP&W and State with reference thereto, and conditioned that such uses are in the public interest and will not damage the highway facilities, impair safety; impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the State.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. The parties hereto will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans. Said plans shall include the design of the access control, necessary horizontal and vertical clearances from highway structures, adequate landscape treatment, and general layout; and they shall also delineate and define the construction responsibilities of both parties hereto and when approved shall be attached to the agreement and made a part thereof in all respects. Any future revisions or addition of permanent improvements shall be made after prior approval of the State.
2. Ingress and egress shall be allowed at all times to such facility for State forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

3. Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 1-1/2 ton trucks, such vehicles to conform in size and use to governing laws.
4. Regulations shall be established prohibiting the parking of vehicles transporting inflammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising, or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper usage of the area will be prohibited. All signs shall be approved by the State.
5. Maintenance and operation of the facility shall be entirely the responsibility of the TP&W. Such responsibility shall not be transferred, assigned or conveyed to a third party without approval of the State. Further, such responsibility shall include picking up trash, mowing, and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonable objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonable objectionable dripping, droppings or discharge of any kind, including rain or snow.
6. Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operation thereof, and shall be subject to State approval.
7. This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon notice, and upon the exercise of any such right by either party, all obligations herein to make improvements to said facility shall immediately cease and terminate.
8. All structures located or constructed within the area covered by the agreement shall be fireproof. The storage of inflammable materials or other operations deemed to be a potential fire hazard shall be subject to regulation by the State.
9. If in the sole judgment of the State it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety, or that the facility is not being properly operated, that it constitutes a nuisance, or if for any other reason it is the State's judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility, or (2) terminated and the use of the area as proposed herein discontinued.
10. Upon written notification by either party hereto that such facility should be discontinued, each party shall, within thirty (30) days, clear the area of all facilities that were its construction responsibility under this agreement, as necessary to restore the area to a condition satisfactory to the State.

11. It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.
12. TP&W shall, insofar as it is legally permitted and subject to such limitations, indemnify the State against any and all damages and claims for damages, including those resulting from injury to or death of persons or for loss of or damage to property, arising out of, incident to or in any manner connected with its construction, maintenance or operation of the facility, which indemnification shall extend to and include any and all court costs, attorney's fees and expenses related to or connected with any claims or suits for damages and shall, if requested in writing by the State to do so, assist the State with or relieve the State from defending any suit brought against it. Neither party hereto intends to waive, relinquish, limit or condition its right to avoid any such liability by claiming its governmental immunity.

When notified by the State to do so, the other party hereto shall promptly pay the State for the full cost of repairing any damages to the highway facility which may result from its construction, maintenance or operation of the facility, or its duly authorized agents or employees, and shall promptly reimburse the State for costs of construction and/or repair work made necessary by reason of such damages.

Nothing in this agreement shall be construed as creating any liability in favor of any third party or parties against either of the parties hereto nor shall it ever be construed as relieving any third party or parties from any liabilities of such third party or parties to the parties hereto, but the other party hereto shall become fully subrogated to the State and shall be entitled to maintain an action over and against third party or parties legally liable for having caused it to pay or disburse any sum of money hereunder.

13. TP&W shall provide necessary safeguards to protect the public on State-maintained highways including adequate insurance for payment of any damages which might result during the construction of the facility occupying such airspace or thereafter, and to save the State harmless from damages, to the extent of said insurance coverage and insofar as it can legally do so.
14. It is to be understood that the State by execution of this agreement does not impair or relinquish the State's right to use such land for right-of-way purposes when it is required for the construction or reconstruction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the State of such land acquired for highway purposes.
15. The TP&W, for itself, its personal representatives, successors and interests and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the ground of race, color or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services

thereon, no person on the ground of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that TP&W shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the lease and reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

16. It is understood that the State by execution of this agreement does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits.
17. TP&W shall be responsible for obtaining all permits required for this boat ramp facility.
18. Attached and made a part of this agreement are the following documents:
 - Exhibit A - Vicinity Map
 - Exhibit B - Plat with Metes and Bounds, Metes and Bounds Description, and Proposed Improvements
 - Exhibit C - General Layout, Signing, and Vertical Clearance
 - Exhibit D - Construction Details
 - Exhibit E - Federal Highway Administration's Federal-Aid Highway Program Manual Attachment

IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the TPWD on the 7th day of December, A.D. 19 87, and the State on the 4th day of March, A.D. 19 88.

TEXAS PARKS AND WILDLIFE DEPARTMENT

Robert P. Davis

Date 12-7-87

By: Executive Director
Title

ATTEST:

Date _____

Title

STATE OF TEXAS

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved by the State Highway and Public Transportation Commission.

Executed and approved for State Highway and Public Transportation Commission under authority of Commission Minute No. 78501.82513

By: Henry A. Thomas Jr.
Deputy Director-Field Operations

Date 3/4/88

APPROVAL RECOMMENDED:

Bill [Signature]
District Engineer

Date 1/15/88

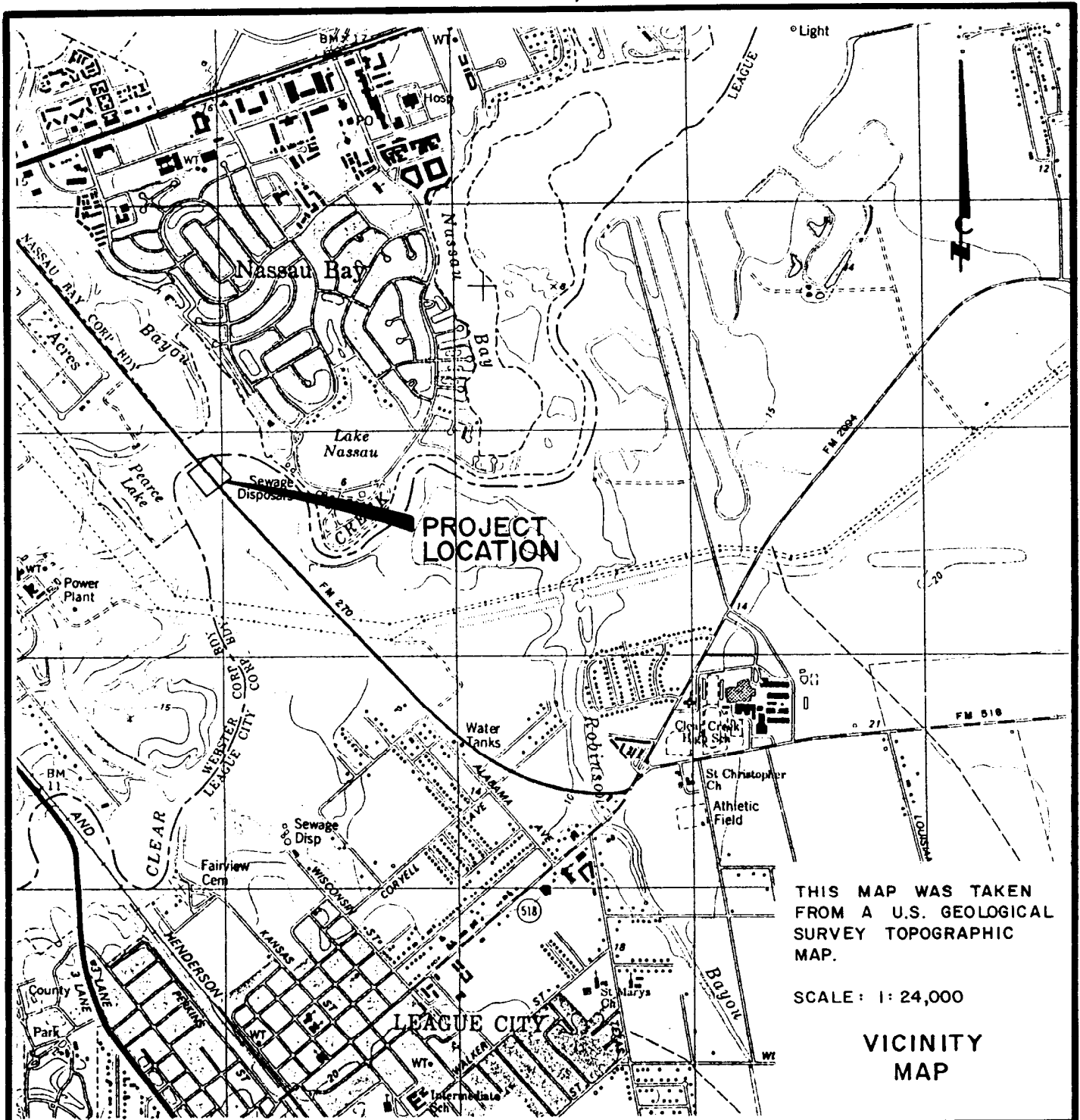
for: Edward G. Davis
Chief Engineer of Safety and Maintenance Operations

Date 3/1/88

Frank D. Holman
Chief Engineer of Highway Design

Date 2/23/88

of [Signature]



THIS MAP WAS TAKEN FROM A U.S. GEOLOGICAL SURVEY TOPOGRAPHIC MAP.

SCALE: 1: 24,000

VICINITY MAP

PURPOSE: BOAT LAUNCHING RAMP
 LATITUDE: 95° 05' 30"
 LONGITUDE: 29° 31' 30"
 DATUM: MSL

ADJACENT PROPERTY OWNER:
 JEREMY DAVIS

PROPOSED BOAT RAMP
CITY OF LEAGUE CITY
GALVESTON COUNTY, TEXAS

MARCH 1987

EXHIBIT "A"

FM 270 BOAT RAMP FACILITIES
PART II

COMMENCING: At a concrete monument, found in the westerly right-of-way line of FM 270, said point also being a point of intersection with the south bank of Clear Creek with said right-of-way line.

THENCE: Along said right-of-way line, S 41° 10' 13" E, 541.0 feet to a point for corner;

THENCE: N 48° 49' 47" E, 76.0 feet to the point of beginning and the S.W. corner of the herein described tract;

THENCE: N 48° 49' 47" E, 242.28 feet to a point for corner;

THENCE: N 41° 10' 13" W, parallel with the right-of-way line of FM 270, 185.0 feet to a point for the N.E. corner;

THENCE: S 48° 49' 47" W, 99.0 feet to a point for the beginning of a curve to the left;

THENCE: 139.56 feet along the arc of said curve, having a radius of 70 feet, a central angle of 99°, and a chord which bears S 3° 49' 47" W, 98.29 feet to the end of said curve;

THENCE: S 41° 10' 13" E, parallel to the right-of-way line of FM 270, 116.0 feet to the point of beginning, containing .8 acres, more or less.

FM 270 BOAT RAMP FACILITIES
PART I

BEING: A tract of land containing 1.1 acres, more or less, out of the S 1/4, Austin League, A-1 Division, A-1 League City Lots 10-41.

COMMENCING: At a concrete monument found in the westerly right-of-way line of FM 270, said point also being a point of intersection with the south bank of Clear Creek with said right-of-way line.

THENCE: Along said right-of-way line, S 41° 10' 13" E, 303.5 feet to a point for corner;

THENCE: N 48° 49' 47" E, a distance of 245.0 feet to a point for corner;

THENCE: N 41° 10' 13" W, parallel with said westerly right-of-way line of FM 270, to the intersection of the South bank of Clear Creek, approximately 215';

THENCE: Southwesterly along and with the meanders of the south bank of Clear Creek as follows:

S 89° 49' 47" W, 50.8 feet to a point for corner

S 48° 49' 47" W, 116.0 feet to a point for corner

S 49° 45' 02" W, 47.71 feet to the place of beginning, containing 1.1 acres, more or less.

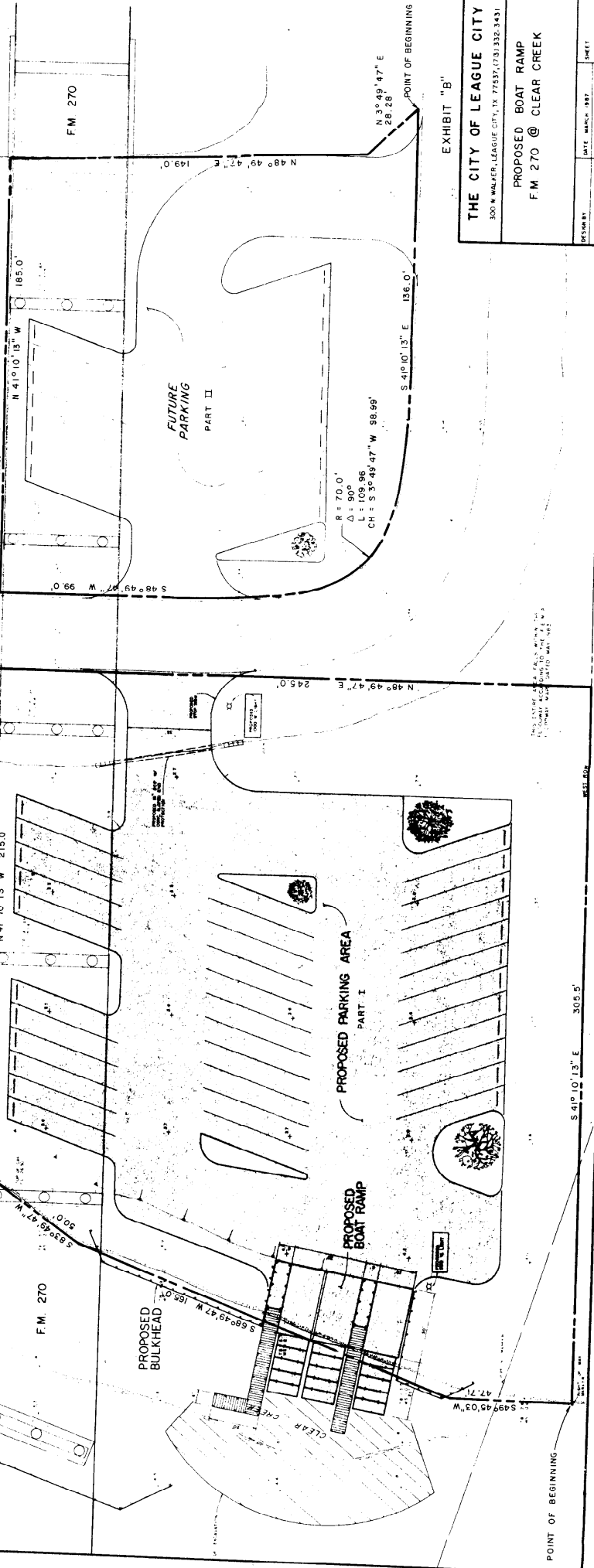


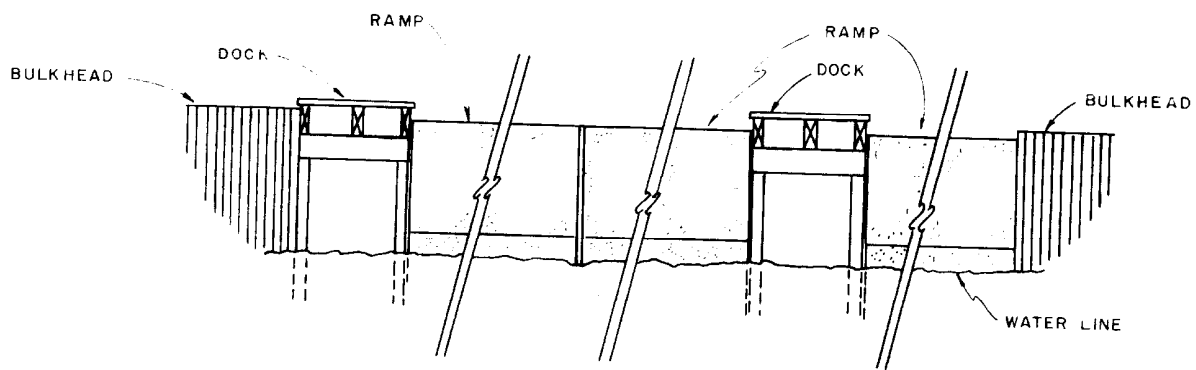
EXHIBIT "B"

THE CITY OF LEAGUE CITY
100 N. WALZER, LEAGUE CITY, TX 77557, (713) 332-3431

PROPOSED BOAT RAMP
FM 270 @ CLEAR CREEK

DATE: MARCH, 1987	CHECKER:
DRAWN BY: E.S.	CHECKER:
NOT TO SCALE	PROJECT NO.:

OF



SECTION VIEW - BOAT RAMPS & DOCKS

NOT TO SCALE

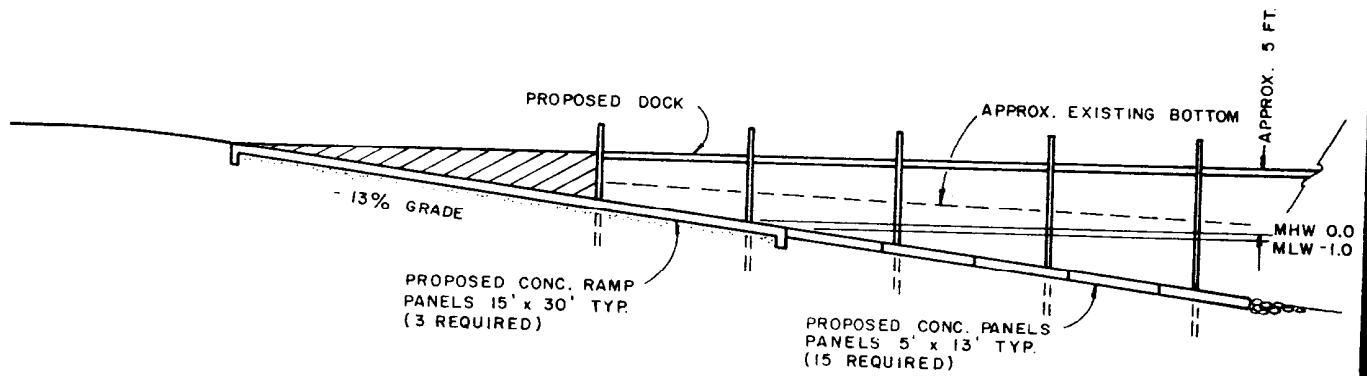
PURPOSE: BOAT LAUNCHING RAMP

DATUM: MSL

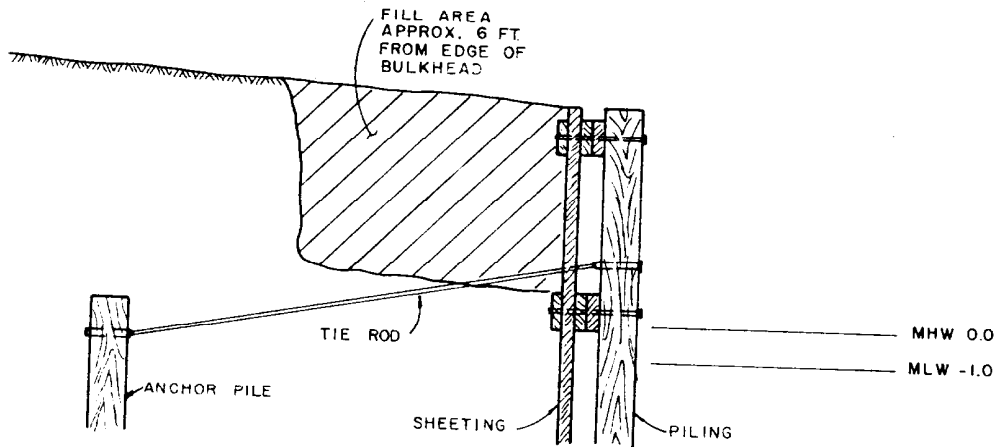
ADJACENT PROPERTY OWNER:
JEREMY DAVIS

SECTION VIEW
CITY OF LEAGUE CITY
GALVESTON COUNTY, TEXAS

EXHIBIT "D"



SECTION VIEW - BOAT RAMP AND DOCK



SECTION VIEW - BULKHEAD

NOT TO SCALE

PURPOSE: BOAT LAUNCHING RAMP

DATUM: MSL

ADJACENT PROPERTY OWNER:
JEREMY DAVIS

SECTION VIEWS
CITY OF LEAGUE CITY
GALVESTON COUNTY, TEXAS

MARCH 1987

EXHIBIT "D"

EXHIBIT E

Inasmuch as this project is on the Federal-aid highway system, the following additional requirements are applicable in accordance with the Federal Highway Administration's Federal-Aid Highway Program Manual.

1. Any significant revision in the design or construction of the facility shall receive prior approval by the State Department of Highways and Public Transportation subject to concurrence by the FHWA.
2. Any change in the authorized use of airspace shall receive prior approval by the State Department of Highways and Public Transportation subject to concurrence by the FHWA.
3. The airspace shall not be transferred, assigned or conveyed to another party without prior State Department of Highways and Public Transportation approval subject to concurrence by the FHWA.
4. This agreement will be revokable in the event that the airspace facility ceases to be used or is abandoned.



TEXAS
PARKS AND WILDLIFE DEPARTMENT

4200 Smith School Road Austin, Texas 78744

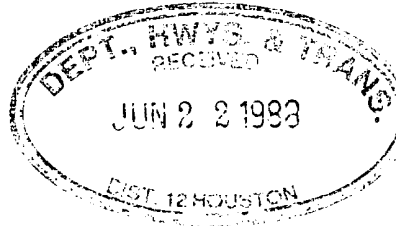
COMMISSIONERS

EDWIN L. COX JR.
Chairman Athens

RICHARD B. MORRISON, III
Vice-Chairman
Clear Lake City

CHARLES D. TRAVIS
Executive Director

June 13, 1988



BOB ARMSTRONG
Austin

HENRY C. BECK, III
Dallas

GEORGE BOLIN
Houston

WM. L. GRAHAM
Amarillo

CHUCK NASH
San Marcos

BEATRICE CARR PICKENS
Amarillo

AR. TONY SANCHEZ JR.
Laredo

Mr. Bernie Parma
Texas Department of Highways and
Public Transportation
P. O. Box 1386
Houston, Texas 77251-1386

Dear Mr. Parma:

Enclosed are your copies of the executed Assignment Agreements for League City Clear Lake Boat Ramp (SBF 87-12-318-85) and Brazoria County San Bernard River at Sportsman Span Bridge (SBF 87-12-314-20). Feel free to contact me if you have any questions.

Sincerely,

S. A. Bosak
S. A. Bosak
Projects Section Head
Grants-In-Aid Branch

SAB:RE:js

Enclosures

DME

G.A.G.R.
File



COMMISSION

ROBERT H. DEDMAN, CHAIRMAN
JOHN R. BUTLER, JR.
RAY STOKER, JR.

**STATE DEPARTMENT OF HIGHWAYS
AND PUBLIC TRANSPORTATION**

P. O. Box 1386
Houston, Texas 77251-1386

ENGINEER-DIRECTOR
R. E. STOTZER, JR.

April 7, 1988

IN REPLY REFER TO
DME

C

Multiple Use Agreement
Boat Ramp Facility
Galveston County
FM 270 at Clear Creek in League City
Control 3312-2

Mr. Steve Bosak
Texas Parks and Wildlife
4200 Smith School Road
Austin, Texas 78744

O

Dear Sir:

Attached is an executed copy of the Multiple Use Agreement which provides for a boat launching facility on FM 270 at Clear Creek in League City. Also, attached are three copies of the assignment agreement. Please sign and return one copy of the Assignment Agreement to our office.

P

Sincerely,

Dennis J. Mlcak
District Maintenance Engineer
District No. 12

B.P. NAS:sw
Attachment
B4.7-RAMP

Y

6. AGR



COMMISSION

ROBERT H. DEDMAN, CHAIRMAN
JOHN R. BUTLER, JR.
RAY STOKER, JR.

STATE DEPARTMENT OF HIGHWAYS
AND PUBLIC TRANSPORTATION

P. O. Box 1386
Houston, Texas 77251-1386

ENGINEER-DIRECTOR
R. E. STOTZER, JR.

April 7, 1988

IN REPLY REFER TO
DME

C Multiple Use Agreement
Boat Ramp Facility
Galveston County
FM 270 at Clear Creek in League City
Control 3312-2

O Mr. Bobby G. Hodge, Chief Engineer
Safety and Maintenance Operations
State Department of Highways
and Public Transportation
11th and Brazos
Austin, Texas 78701-2483

Attention: File D-18M
Mr. Jim Daily

Dear Sir:

P Attached as previously requested is a copy of the subject Multiple Use Agreement between the State Department of Highways and Public Transportation and Texas Parks and Wildlife Department.

A copy of the signed Assignment Agreement will be forwarded to you as soon as we receive it back from Texas Parks and Wildlife.

Sincerely,

APR 10 1988

Dennis J. Mlcak
District Maintenance Engineer
District No. 12

Y
B.P. NAS:rs
Attachment
A4.7BOAT6

6. AGR



COMMISSION

ROBERT H. DEDMAN, CHAIRMAN
JOHN R. BUTLER, JR.
RAY STOKER, JR.

STATE DEPARTMENT OF HIGHWAYS
AND PUBLIC TRANSPORTATION

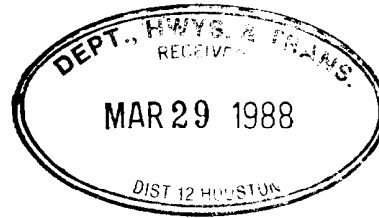
DEWITT C. GREER STATE HIGHWAY BLDG.
11TH & BRAZOS
AUSTIN, TEXAS 78701-2483

ENGINEER-DIRECTOR
R. E. STOTZER, JR.

March 10, 1988

IN REPLY REFER TO
D-18M

{ Multiple Use Agreement
Boat Ramp Facility
FM 270 at Clear Creek in League City



Mr. Milton M. Dietert
District Engineer
Houston, Texas

Attention: Mr. Dennis Mlcak
District Maintenance Engineer

Attached for your further handling are four (4) copies of the subject Multiple Use Agreement between the State and Texas Parks and Wildlife Department. Also attached are three (3) copies of the Assignment Agreement. We ask that you provide this office a copy of the Assignment Agreement after signature by Parks and Wildlife and the city of League City.

Should you have any questions concerning this Agreement, please contact Mr. Jim Daily at TEX-AN 258-8261 or 512-465-6261.

Sincerely,

Joe S. Graff
Engineer of Maintenance
Safety and Maintenance
Operations Division

JD:tf
Attachments

DME

G. AGRF



COMMISSION

ROBERT H. DEDMAN, CHAIRMAN
JOHN R. BUTLER, JR.
RAY STOKER, JR.

STATE DEPARTMENT OF HIGHWAYS
AND PUBLIC TRANSPORTATION

P. O. Box 1386
Houston, Texas 77251-1386

ENGINEER-DIRECTOR
R. E. STOTZER, JR.

January 8, 1988

IN REPLY REFER TO
DME

Multiple Use Agreement
Boat Ramp Facility
Galveston County
FM 270 at Clear Creek in League City
Control 3312-2

Mr. Bobby G. Hodge, Chief Engineer
Safety and Maintenance Operations
State Department of Highways
and Public Transportation
11th and Brazos
Austin, Texas 78701-2483

Attention: File D-18M

Dear Sir:

Attached are five copies of the subject Multiple Use Agreement with Texas Parks and Wildlife (TP&W). Included are three copies of the Assignment Agreement between TP&W and the City of League City for your approval. Also, enclosed are the deeds to our highway right-of-way within the subject boat ramp area for your information.

The proposed project lies within FM 270 right-of-way. TP&W will be responsible for all work to be done on this boat ramp facility as outlined in the subject agreement. No additional right-of-way will be required.

Since this type of improvement is not a major action which will result in a characteristic change, nor will it significantly affect the quality of human environment, it is believed that a negative environmental statement is appropriate for this project. Please accept this letter as the statement.

It is requested that we be sent four copies of the executed Multiple Use Agreement and two copies of the Assignment Agreement.

Sincerely,

Milton M. Dietert
District Engineer
District No. 12

C
O
P
Y

BBP/rmp
Attachment
A1.7BOAT



Please File
B.P
1-7-90

TEXAS
PARKS AND WILDLIFE DEPARTMENT
4200 Smith School Road Austin, Texas 78744

COMMISSIONERS

EDWIN L. COX, JR.
Chairman, Athens

RICHARD R. MORRISON, III
Vice-Chairman
Clear Lake City

December 22, 1987

CHARLES D. TRAVIS
Executive Director

BOB ARMSTRONG
Austin

HENRY C. BECK, III
Dallas

GEORGE R. BOLIN
Houston

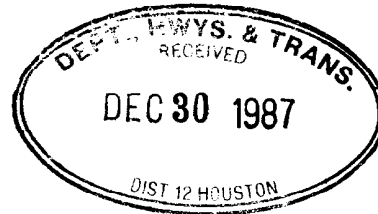
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Amarillo

A.R. (TONY) SANCHEZ, JR.
Laredo

Mr. Bernie Parma
State Department of Highways
and Public Transportation
P. O. Box 1386
Houston, Texas 77251-1386



Re: League City Clear Creek Boat Ramp
SBF 87-12-318-85 (F44D)

Dear Mr. Parma:

Enclosed per your request are three copies of the standard assignment agreement form to be used for this project. It was mistakenly left out of the documents sent December 7, 1987 to Mr. Mlcak for execution.

Please note that it is not yet executed. Upon receipt of the signed Multiple-Use Agreement from Texas Department of Highways and Public Transportation, copies of the Assignment Agreement will be forwarded to your office after signatures are received by Texas Department of Highways and Public Transportation, the city of League City and Texas Parks and Wildlife Department.

This procedure will be followed for all future local boat ramp projects located on Texas Department of Highways and Public Transportation right-of-way.

Thank you for calling this omission to our attention.

Sincerely,

S. A. Bosak
Projects Section Head
Grants-In-Aid Branch

SAB:js

Enclosures

Happy holidays Bernie!
-SAB

DME



Handwritten notes:
Dennis Mlcak
R.P.
12/15/87

**TEXAS
PARKS AND WILDLIFE DEPARTMENT**
4200 Smith School Road Austin, Texas 78744

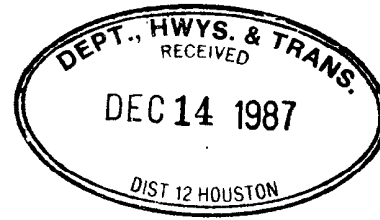
COMMISSIONERS

- EDWIN L. COX, JR.
Chairman, Athens
- RICHARD R. MORRISON, III
Vice-Chairman
Clear Lake City

CHARLES D. TRAVIS
Executive Director

December 7, 1987

- BOB ARMSTRONG
Austin
- HENRY C. BECK, III
Dallas
- GEORGE R. BOLIN
Houston
- WM. L. GRAHAM
Amarillo
- CHUCK NASH
San Marcos
- BEATRICE CARR PICKENS
Amarillo
- A.R. (TONY) SANCHEZ, JR.
Laredo



Mr. Dennis Mlcak
District Maintenance Engineer
State Department of Highways and
Public Transportation
P. O. Box 1386
Houston, Texas 77251-1386

Re: League City Clear Creek Boat Ramp
SBF 87-12-318-85 (F-44-D)

Dear Mr. Mlcak:

Enclosed are five copies of the executed multiple use agreement, and three copies of the assignment agreement for your final review and approval for this boat ramp. Upon final execution, please return one copy of the multiple use agreement, and two copies of the assignment agreement. All other copies may be retained for your files.

Please contact S. A. Bosak at 512/389-4947 if you have any questions.

Sincerely,

Tim Hogsett
Chief
Grants-In-Aid Branch

TH:RE:js

cc: Mr. Jim Dailey
SDHPT-Austin Office

Handwritten note:
DME,icc (Acting etc only) sent 12/15/87

27-1. F *[Handwritten signature]*



COMMISSION

ROBERT H. DEDMAN, CHAIRMAN
ROBERT C. LANIER
RAY STOKER, JR.

STATE DEPARTMENT OF HIGHWAYS
AND PUBLIC TRANSPORTATION

P. O. Box 1386
Houston, Texas 77251-1386

ENGINEER-DIRECTOR
R. E. STOTZER, JR.

October 16, 1987

DME

Multiple Use Agreement
Galveston County
League City/FM 270 Boat Ramp
Control 3312-2

Ms. Ronda Atwell
Parks & Recreation Specialist
City of League City
330 West Walker
League City, Texas 77573

Dear Ms. Atwell:

Attached is a deed for the portion of FM 270 highway right-of-way that involves your above subject boat ramp facility. A copy of this deed should be forwarded to Texas Parks and Wildlife for their review and further execution of this Multiple Use Agreement.

Sincerely,

[Handwritten signature]

Dennis J. Mlcak
District Maintenance Engineer
District No. 12

1007 10 1987

BBP/rmp
Attachment
A10.16MUA

C
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Y

FM 270

Parcel No. 7

Texas Highway Department
Form 8-13-16
Page 1 of 4
Rev. 10-61

31394

DEED
BOOK 2533 PAGE 541

DEED

THE STATE OF TEXAS

COUNTY OF Galveston

KNOW ALL MEN BY THESE PRESENTS:

That I, JEREMY S. DAVIS

of the County of Harris, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of SIXTY-THREE THOUSAND NINE HUNDRED THREE AND NO/100 (\$63,903.00) Dollars to Grantors in hand paid by the State of Texas, acting by and through the State Highway Commission, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day sold, and by these presents do Grant, Bargain, Sell and Convey unto the State of Texas, all that certain tract or parcel of land in Galveston County, Texas, and being more particularly described as follows, to wit:

SEE ATTACHED PAGES 1-A AND 1-B

JAN 1968

D. E. D
BOOK 2533 PAGE 542

SAVE and EXCEPT, HOWEVER, it is expressly understood and agreed that Grantors are retaining title to the following improvements located on the above described property, to wit:

NONE

Grantors covenant and agree to remove the above described improvements from said land by _____, 19____, subject, however, to such extension of time as may be granted by the State in writing; and if, for any reason, Grantors fail or refuse to remove same within said period of time prescribed, then, without any further consideration, the title to all or any part of such improvements not so removed shall pass to and vest in the State of Texas forever.

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the State to take and use any other minerals and materials thereon, therein and thereunder.

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Parcel No. 7

DEED
2533 REC 543

21.301 acres of land, more or less, out of and a part of Lot 40 and Lot 41, Division "A", as shown on a map entitled "League City and subdivisions comprising the M. Walden 2 League Grant and part of the S. F. Austin League East of the G.H.H. R.R. in Galveston County, Texas." Said map having been made for J. C. League by E. W. Luttrell, Civil Engineer, dated December 1893, December 1907, and July 1909. Said 21.301 acres of land also being out of and a part of a certain 260.552 acre tract of land described as part of lands conveyed to Jeremy S. Davis in a partition deed dated November 12, 1965, and recorded in Volume 1741, Page 676, of the Deed Records of Galveston County, Texas. Said 21.301 acres of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/4 inch iron rod in Lot 33 of said Division "A" set for a point of curvature on the southerly boundary of a certain 27.204 acre tract of land described in a deed from Waters S. Davis III, et al, to Houston Lighting and Power Company, dated June 29, 1960, and recorded in Volume 1399, Page 58, of said Deed Records;

THENCE North 85° 02' 40" West, along the southerly boundary of said 27.204 acre tract of land, a distance of 390.74 feet to a point on the proposed northeasterly right of way line of F. M. Highway 270;

THENCE North 48° 25' 47" West, along said proposed northeasterly right of way line, a distance of 419.16 feet to the Place of Beginning. Said Place of Beginning being on the northerly boundary of a certain 3.482 acre tract of land described as Tract No. 1 in a deed from Waters S. Davis III, et al, to United Gas Pipeline Company, dated December 21, 1964, and recorded in Volume 1681, Page 476, of said Deed Records;

THENCE North 85° 02' 40" West, along the northerly boundary of said 3.482 acre tract of land, a distance of 317.82 feet to a point for corner on the proposed southwesterly right of way line of F. M. Highway 270. Said proposed southwesterly right of way line being on a curve having a radius of 5829.578 feet and concave to the northeast;

THENCE in a northwesterly direction, along said curve, a distance of 666.83 feet to the end of said curve. Said 666.83 feet of arc having a chord bearing North 44° 26' 50" West a distance of 666.46 feet;

THENCE North 41° 10' 13" West, along said proposed southwesterly right of way line, a distance of 378.27 feet to a point for corner;

J.A.

Parcel
Page 1-

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D E E D
BOOK 2533 PAGE 544

Parcel No. 7
Page 1-3

THENCE South 89° 38' 07" West, along said proposed southeasterly right of way line, a distance of 156.21 feet to a point for corner;

THENCE North 41° 10' 13" West, along said proposed southeasterly right of way line, a distance of 1625.00 feet to a point for corner at the water's edge of Clear Creek;

THENCE North 60° 50' 55" East, following the meanders of Clear Creek, a distance of 138.47 feet to a point for corner;

THENCE North 81° 00' 59" East, following the meanders of Clear Creek, a distance of 200.87 feet to a point for corner;

THENCE North 89° 50' 19" East, following the meanders of Clear Creek, a distance of 152.40 feet to a point for corner on said proposed northeasterly right of way line of F. M. Highway 270;

THENCE South 41° 10' 13" East, along said proposed northeasterly right of way line, a distance of 1385.00 feet to a point for corner;

THENCE South 11° 15' 40" West, along said proposed northeasterly right of way line, a distance of 164.01 feet to a point for corner;

THENCE South 41° 10' 13" East, along said proposed northeasterly right of way line, a distance of 378.27 feet to the beginning of a curve to the left having a radius of 5639.578 feet;

THENCE in a southeasterly direction, along said curve, which is also said proposed northeasterly right of way line, a distance of 714.54 feet to the end of said curve. Said 714.54 feet of arc having a chord bearing South 44° 48' 00" East a distance of 714.06 feet;

THENCE South 48° 25' 47" East, along said northeasterly right of way line, a distance of 183.38 feet to the Place of Beginning and containing 21.301 acres of land, more or less.

J.P.A.

TO HAVE AND TO HOLD the of singular the rights and of Tunes and its assigns for administrators, successors the said premises hereto ~~under of property lawfully~~ in witness whereof, this 19

THE STATE OF TEX
County of Harris

Before me, Notary
this day personally appeared _____

known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 19____.

THE STATE OF TEX
County of _____

Before me,
this day personally appeared _____

known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Form 9-13-14
Page 3 of 4
Rev. 10-63

This conveyance is expressly made and accepted subject to all validly existing restrictions, covenants, conditions, rights-of-way, easements, mineral reservations and royalty reservations, of record, if any, affecting the above described property. q. o. p.

TO HAVE AND TO HOLD the above described premises herein conveyed together with all and singular the rights and appurtenances thereto in anywise belonging, unto the State of Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, to Warrant and For ever Defend all and singular the said premises herein conveyed unto the State of Texas and its assigns against every claim whatsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantors, but not otherwise, and subject to the matters set forth herein.

IN WITNESS WHEREOF, this instrument is executed on this the 27th day of November 19 74.

Jeremy S. Davis
Jeremy S. Davis

SINGLE ACKNOWLEDGMENT

U. S. D.

BOOK 2533 PAGE 545

THE STATE OF TEXAS

County of Harris

Before me, Quinn McCay, a notary public in and for said County and State, on this day personally appeared Jeremy S. Davis

known to me (or proved to me on the oath of Quinn McCay, a credible witness) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 27th day of November 19 74.

Quinn McCay
Notary Public in and for Harris County, Texas.

WIFE'S SEPARATE ACKNOWLEDGMENT

THE STATE OF TEXAS,

County of _____

Before me, _____, a notary public in and for said County and State, on this day personally appeared _____, wife of _____,

known to me (or proved to me on the oath of _____, a credible witness) to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she the said _____ acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this the _____ day of _____ 19 _____.

Notary Public in and for _____ County, Texas.

31394

D E E D
BOOK 2533 PAGE 546
CORPORATION ACKNOWLEDGMENT

STATE OF TEXAS

County of _____

BEFORE ME, the undersigned authority, a notary public in and for _____ County, Texas, on _____ day personally appeared _____

of _____ known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said _____ a corporation and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this the _____ day of _____ 19____

Notary Public in and for _____ County, Texas.

31334

Parcel No. 10
County Galveston
Highway No. FM 270
Control 3312 Sec. 2 3rd
Account or Federal No.
Between FM 518 in League City
and
NASA 1 (FM 528)

DEED

TO Grantors
THE STATE OF TEXAS
Filed for Record
This _____ day of _____
A. D. 19____ at _____ o'clock _____ M.
Recorded
This _____ day of _____
A. D. 19____ in _____
County, Texas, Records of Deeds,
Book _____ Page _____
County Clerk
Deputy

Return to Right of Way Department
Courthouse, Galveston

THE STATE OF TEXAS.

County of _____

I, _____ Clerk of _____ County of said County, do hereby certify that the foregoing instrument of writing, dated _____ day of _____ A. D. 19____ with its authentication, was filed for record in my office _____ day of _____ A. D. 19____ at _____ o'clock _____ M., and duly recorded this the _____ day of _____ A. D. 19____ at _____ o'clock _____ M., in the Deed Records of said County, in Volume _____ on Page _____

Witness my hand and the seal of the County Court of said County, at office in Texas, the day and year last above written.

Clerk of Court, _____ County, Texas.
By _____ Deputy.



STATE OF TEXAS
ENDORSEMENTS
COUNTY OF GALVESTON
I, _____ Clerk of _____ County of said County, do hereby certify that the foregoing instrument of writing, dated _____ day of _____ A. D. 19____ with its authentication, was filed for record in my office _____ day of _____ A. D. 19____ at _____ o'clock _____ M., and duly recorded this the _____ day of _____ A. D. 19____ at _____ o'clock _____ M., in the Deed Records of said County, in Volume _____ on Page _____

E. A. G. File
11

September 16, 1987

MEMORANDUM TO: Mr. Herbert Lum

FROM: Dennis J. Mlcak

SUBJECT: { Boat Ramp Right-of-Way Check
Galveston County
FM 270 at Clear Creek
in League City
Control 3312-2

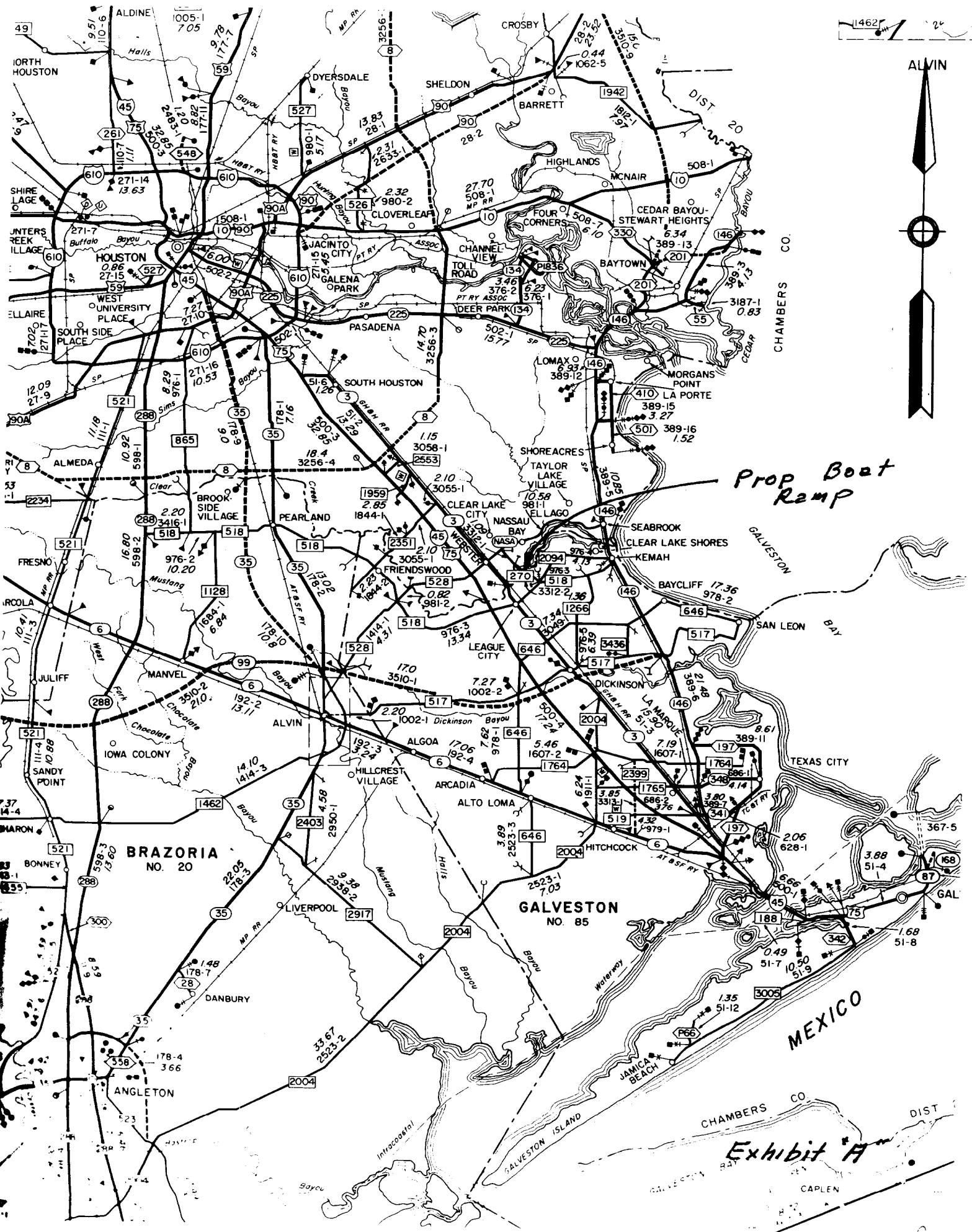
Please verify if the right-of-way for the subject project is clear from any restrictions that may have been placed upon our highway right-of-way acquisition. Attached are two exhibits, Exhibit A (which is a vicinity map) and Exhibit B (which shows the area to be checked shaded in red).

Please return this information to us as soon as possible in order that we may process the Multiple Use Agreement for this boat ramp facility.

Dennis J. Mlcak
DMD

SEP 17 1987

E. P.
BP:rs
Attachments
B9.16FM270



Prop Boat Ramp

Exhibit A



BRAZORIA
NO. 20

GALVESTON
NO. 85

MEXICO

CHAMBERS CO.

DIST

CAPLEN

1462

24

49

ORTH HOUSTON

SHIRE LAGE

UNTERS REEK ILLAGE

ELLAIRE

WEST UNIVERSITY PLACE

SOUTH SIDE PLACE

ALMEDA

FRESNO

ARCOLA

JULIFF

MANVEL

SANDY POINT

BONNEY

ALVIN

ALTO LOMA

HITCHCOCK

LIVERPOOL

DANBURY

ANGLETON

ALVINE

SHIRLEY

SHIRLEY

SHIRLEY

SHIRLEY

SHIRLEY

SHIRLEY

SHIRLEY

SHIRLEY

DIYERSDALE

SHELDON

CROSBY

BARRETT

HIGHLANDS

MCNAIR

JACINTO CITY

CLOVERLEAF

CHANNEL VIEW

FOUR CORNERS

CEDAR BAYOU

STEWART HEIGHTS

GALENA PARK

TOLL ROAD

DEER PARK

BAYTOWN

MORGANS POINT

LA PORTE

PASADENA

SOUTH HOUSTON

LOMAX

SHOREACRES

TAYLOR LAKE VILLAGE

SEABROOK

PEARLAND

CLEAR LAKE CITY

NASSAU BAY

SEABROOK

CLEAR LAKE SHORES

KEMAH

BROOKSIDE VILLAGE

FRIENDSWOOD

LEAGUE CITY

DICKINSON

LA MARQUE

BAYCLIFF

ALVINE

ALGOA

ARCADIA

ALTO LOMA

HITCHCOCK

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Exhibit "B"

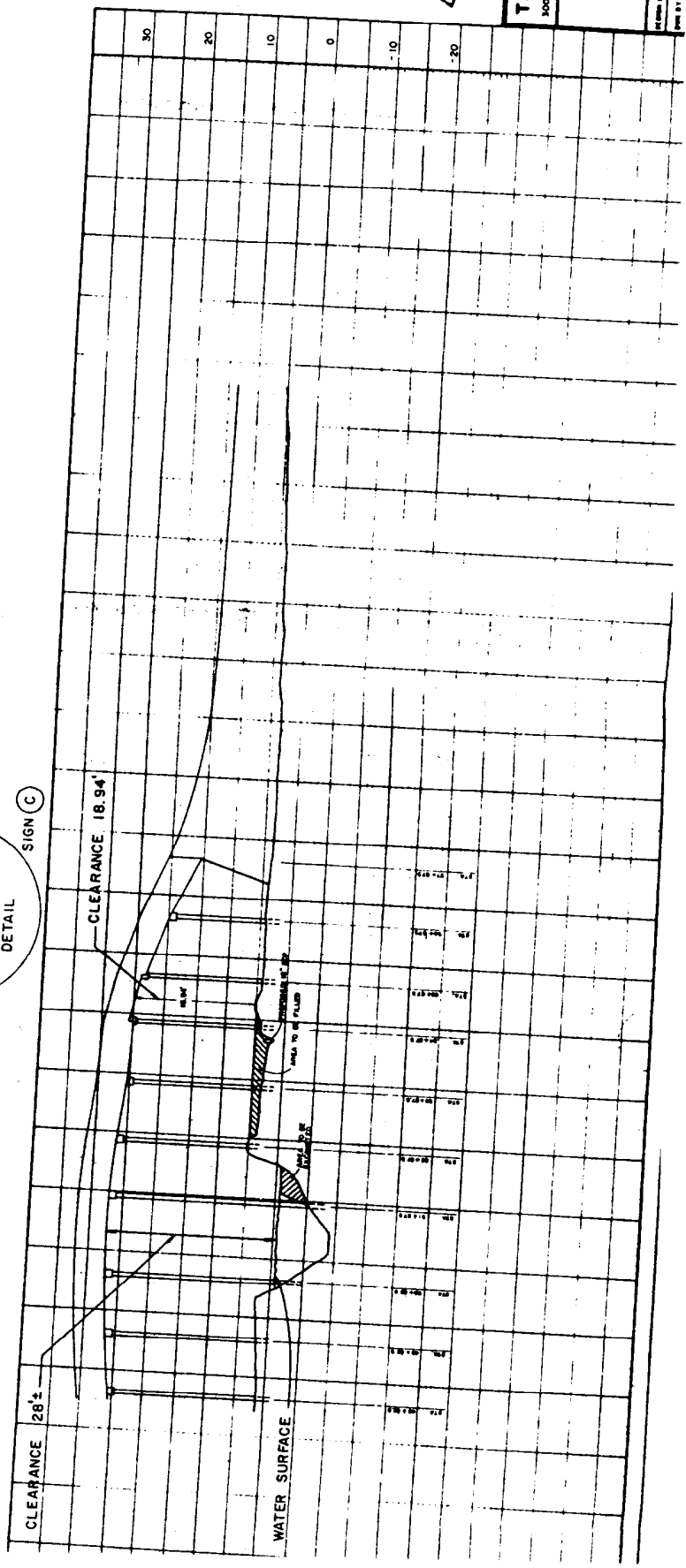
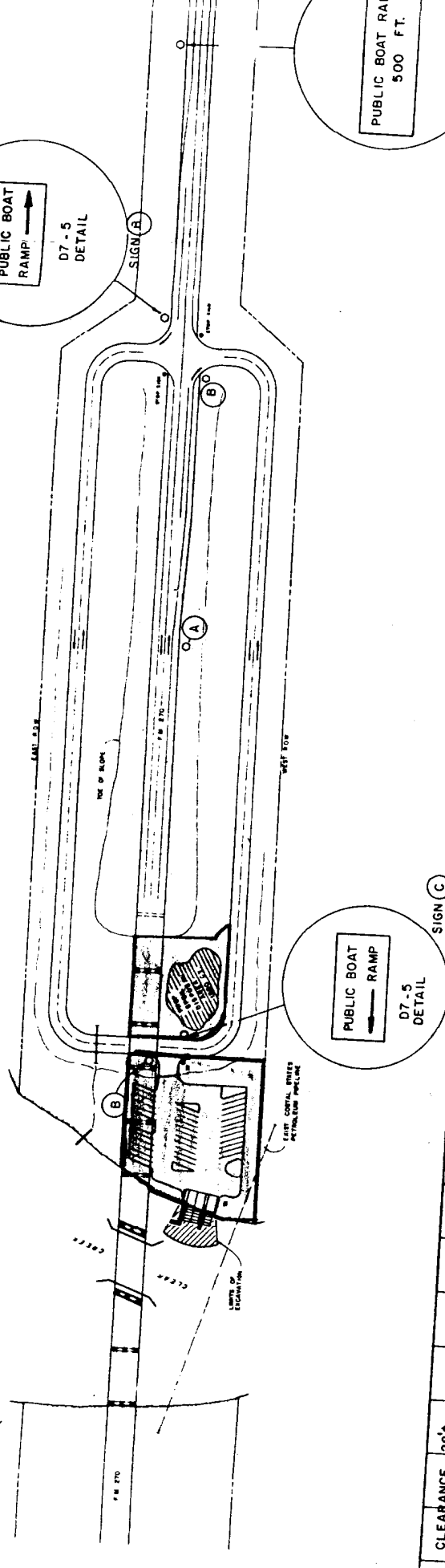
THE CITY OF LEAGUE
500 WALKER LEAGUE CITY, TX 77551
PROPOSED BOAT
RAMP
F.M. 270 @ CLEA

DESIGNED BY: [blank]
DATE: [blank]
CHECKED BY: [blank]

PUBLIC BOAT RAMP
D7-5
DETAIL

PUBLIC BOAT RAMP
500 FT.
DETAIL

PUBLIC BOAT RAMP
D7-5
DETAIL



G.A.G.R. File.



COMMISSION
ROBERT H. DEDMAN, CHAIRMAN
ROBERT C. LANIER
RAY STOKER, JR.

STATE DEPARTMENT OF HIGHWAYS
AND PUBLIC TRANSPORTATION
P. O. Box 1386
Houston, Texas 77251-1386

ENGINEER-DIRECTOR
R. E. STOTZER, JR.

September 14, 1987

DME

Multiple Use Agreement
Galveston County
Boat Ramp Facility
FM 270 at Clear Creek
Control 3312-2

C

Mr. Steve Bosak
Texas Parks and Wildlife
4200 Smith School Road
Austin, Texas 78744

Dear Sir:

Attached are six copies of a multiple use agreement which provides for a boat launching facility on FM 270 at Clear Creek in League City.

Please sign and return five copies for our further handling. We will forward one executed copy for your files after all signatures have been added.

Sincerely,

Dennis J. Mlcak
DMD

Dennis J. Mlcak
District Maintenance Engineer
District No. 12

O

P

BP
BBP/rmp
Attachments
A9.10FM270

Y

6. AGR File



COMMISSION

ROBERT H. DEDMAN, CHAIRMAN
ROBERT C. LANIER
RAY STOKER, JR.

**STATE DEPARTMENT OF HIGHWAYS
AND PUBLIC TRANSPORTATION**
P. O. Box 1386
Houston, Texas 77251-1386

ENGINEER-DIRECTOR
R. E. STOTZER, JR.

September 14, 1987

DME

{ Multiple Use Agreement
Galveston County
League City/FM 270 Boat Ramp
Control 3312-2

C

Ms. Rhonda Atwell
Parks and Recreation Specialist
City of League City
330 West Walker
League City, Texas 77573

O

Dear Ms. Atwell:

Five sets of the multiple use agreement for the above subject boat ramp facility were sent to Texas Parks & Wildlife Department on September 14, 1987, for further execution.

Attached is a copy of this same multiple use agreement for your information as you previously requested.

P

Sincerely,

Dennis J. Mlcak DMD
District Maintenance Engineer
District No. 12

Y

EP
BBP/rmp
Attachment
A9.10BOAT