

RIGHT-OF-WAY ABANDONMENT AND CONVEYANCE AGREEMENT

STATE OF TEXAS }

COUNTY OF GALVESTON }

WHEREAS the CITY OF LEAGUE CITY, (hereinafter the "City"), possesses right-of-way interests in that certain 0.418 acre (18,200 square feet) portion of the unopened 70-feet wide dedicated right-of-way known as 17th Street described and depicted in Exhibit "A" attached hereto, said 0.418 acre tract abutting and lying between Blocks 164 and 165, all in Dickinson Townsite Addition in the Perry and Austin League, Abstract No. 19, Galveston County, Texas, according to the map or plat of Dickinson of record in Volume 155, Page 10 in the office of the County Clerk of Galveston County Texas; and

WHEREAS JACK DAVID TARPLEY and JUSTIN DALE TARPLEY, (hereinafter "Owners"), are the owners of the properties described as Block 164 and Lots 1 through 5 and Lots 7 through 11, Block 165, of said Dickinson Townsite Addition; and

WHEREAS Owners' heretofore described properties abut said 0.418 acre portion of the City's 17th Street right-of-way; and

WHEREAS, in accordance with term # 3 of the Rule 311 Settlement Agreement dated October 11, 2016 attached hereto, Owners have determined to exercise their option to purchase the 0.418 acre portion of 17th for the appraised value as established by the City-commissioned appraiser; and

WHEREAS the City and Owners agree to the above-stated facts and purposes, and do hereby enter in this Agreement, subject to conditions set forth below.

CONDITIONS:

1. The City, at its sole cost and expense, has commissioned an independent appraiser for the purpose of establishing the fair market value of the aforementioned portion of 17th Street. The value established in such appraisal shall be considered conclusive.
2. The **purchase price of \$27,300.00** has been discounted 25% from the appraised fair market value of \$36,400.00.
3. The City-prepared ABANDONMENT AND QUIT-CLAIM DEED, an unexecuted copy of which is attached to this Agreement, shall be executed and recorded in the Galveston County Clerk's Office upon the City's receipt of payment of the purchase price.
4. As consideration for the City's ABANDONMENT AND QUIT-CLAIM conveyance to Owners, Owners shall pay the City, via cashier's check, \$27,300.00.

5. Within thirty (30) calendar days of City Council approval of this Agreement, Owners shall deliver to the City: (i) one original of the ABANDONMENT AND QUIT-CLAIM DEED, properly executed, dated, and notarized by Owners; and (ii) a cashier's check payable to the City in the amount set forth in Condition 4 above. The City shall concurrently execute and notarize the original ABANDONMENT AND QUIT-CLAIM DEED for the conveyance of the subject portion of 17th Street to Owners.
6. The City, upon receipt of the original conveyance document and payment described in item 5 above, the City shall promptly execute, date and notarize the conveyance document and file same in the Galveston County Clerk's Office.
7. Owners waive any personal claims for damages against the City of League City and agrees to defend, save and hold harmless the City from any other claims that may arise against the City as a result of abandoning, closing or vacating the City's right-of-way way interests in the subject portion of 17th Street covered in this Agreement.

FOR OWNERS:

By: _____
Jack David Tarpley

Date: April _____, 2017

By: _____
Justin Dale Tarpley

Date: April _____, 2017

FOR THE CITY OF LEAGUE CITY, TEXAS:

By: _____
John Baumgartner
City Manager

Date: April _____, 2017

Attested: _____
Diana Stapp
City Secretary

Approved as to form: _____
Nghiem V. Doan
City Attorney

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER 'S LICENSE NUMBER.

ABANDONMENT AND QUITCLAIM DEED

STATE OF TEXAS }

} KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GALVESTON }

THAT the CITY OF LEAGUE CITY, TEXAS, (hereinafter, "Grantor"), in and for consideration of the receipt of TEN DOLLARS (\$10.00) paid to Grantor by JACK DAVID TARPLEY and JUSTIN DALE TARPLEY, (hereinafter "Grantees", whether one or more), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has QUITCLAIMED, and by these presents does ABANDON AND QUITCLAIM unto Grantees, all of its right, title, and interest in and to the property described or depicted on Exhibit "A" attached hereto and made a part hereof for all purposes (the "Property"), said Property being that portion of 17th Street approved for abandonment and conveyance under Agenda Item _____ at the City of League City's April _____, 2017 Council meeting.

Grantees understand and agree that Grantor is not making any representations or warranties of any kind or character, express or implied, with respect to the Property, including but not limited to, warranties or representations as to habitability, merchantability, fitness for a particular purpose, zoning, physical, environmental or historical condition(s), utilities, operating history or projections, boundary surveys or metes and bounds descriptions, valuations, governmental approvals, or the compliance of the Property with governmental laws. Grantees acknowledge and agree that Grantor hereby abandons and quit-claims to Grantees and Grantees accepts the Property "as is, where is, with all faults," subject to the reservations hereinafter recited.

Grantees further waive any personal claims for damages against Grantor and agree to defend, save and hold harmless the City from any other claims that may arise against the City as a result of Grantor's abandonment and quitclaim of the Property unto Grantees.

RESERVATIONS: None.

FOR GRANTOR:

EXECUTED this the _____ day of _____, 2017.

John Baumgartner
City Manager

ACKNOWLEDGMENT

STATE OF TEXAS }
 }
COUNTY OF GALVESTON }

Before me, a notary public, on this day personally appeared John Baumgartner, City Manager of the City of League City, Texas, known to me or having proved 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 my hand and seal of office this _____ day of _____, 2017.

(SEAL)

Notary Public in and for the State of Texas

My Commission Expires: _____

FOR GRANTEES:

EXECUTED this the _____ day of _____, 2017.

JACK DAVID TARPLEY

JUSTIN DALE TARPLEY

ACKNOWLEDGMENT

STATE OF TEXAS }
 }
COUNTY OF GALVESTON }

Before me, a notary public, on this day personally appeared Jack David Tarpley and Justin Dale Tarpley, known to me or having proved to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given my hand and seal of office this _____ day of _____, 2017.

(SEAL)

Notary Public in and for the State of Texas

My Commission Expires:_____

Approved as to form:_____
Nghiem V. Doan, City Attorney

After filing, please return original to:

John Lothrop, Assistant Director of Engineering
City of League City
300 West Walker Street
League City, Texas 77573