



**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
TEXAS GENERAL LAND OFFICE AND  
GALVESTON COUNTY  
GLO CONTRACT NO. 13-404-000-7841**

The **TEXAS GENERAL LAND OFFICE** (the "GLO") and **GALVESTON COUNTY** (the "County"); each a "Party" and collectively, the "Parties"; hereby enter into this Memorandum of Understanding ("MOU") to coordinate the closure of Rollover Pass and the construction of a public park and recreational facilities in Galveston County, Texas, in accordance with the Parties' applicable statutory authorities and obligations.

**WHEREAS**, Section 33.613 of the Texas Natural Resources Code authorizes the Commissioner of the General Land Office (the "Commissioner") to undertake the closure or modification of a man-made pass in certain circumstances; and

**WHEREAS**, the Commissioner has determined that Rollover Pass in Galveston County, Texas, causes or contributes to significant erosion of the shoreline of the adjacent beach; and

**WHEREAS**, Rollover Pass is not a public navigational channel constructed or maintained by the federal government; and

**WHEREAS**, pursuant to the General Appropriations Act, 81st Legislature, Regular Session, Article IX, Section 17.117, page IX-94, the GLO received a legislative appropriation for the purpose of closing Rollover Pass; and

**WHEREAS**, the Commissioner has developed, in consultation with the Parks and Wildlife Department and the County, a plan to construct a public park containing certain recreational facilities, including a fishing pier and other amenities for the public, designed to mitigate for the loss of public recreational opportunities resulting from the closure of Rollover Pass, which has been presented to the public and approved by the Commissioner; and

**WHEREAS**, the closure of Rollover Pass and construction and maintenance of a public park containing new recreational facilities will provide public benefits, including restoring the Rollover Pass area to historic natural conditions, preventing shoreline erosion and sedimentation of the Gulf Intracoastal Waterway, creating new recreational opportunities, and undoing adverse salinity impacts to the East Bay; and

**WHEREAS**, the closure of Rollover Pass and the construction and maintenance of a public park containing new recreational facilities will serve a public use authorized by law; and

**WHEREAS**, the ownership in fee simple of the Rollover Pass property is necessary to effectuate its closure and to construct the public park and recreational facilities for the public's use; and

**WHEREAS**, the County has the statutory authority, including but not limited to, the Texas Local Government Code, the Texas Government Code, and the Texas Property Code, to purchase or otherwise acquire the Rollover Pass property necessary for the closure of Rollover Pass and the construction of the public park and recreational facilities;

**NOW, THEREFORE**, the Parties hereby agree to coordinate the closure of Rollover Pass and the construction and maintenance of the public park and recreational facilities to mitigate for the loss of public recreational opportunities under the following terms and conditions:

1. **PROJECT COSTS** – The GLO shall be responsible for paying or reimbursing costs incurred by the GLO or the County that are necessary to obtain fee simple ownership of all lands necessary for the closure of Rollover Pass and the construction of the public park with included recreational facilities on the Rollover Pass property., The cost of land acquisition, including legal fees, shall not exceed **ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00)** (the "Cap"). If such costs exceed the Cap, the County may terminate this MOU and any related agreements, in which event the GLO shall pay or reimburse the County for the County's costs incurred up to the Cap, and the parties shall have no further obligation to each other under the MOU or related agreements.
2. **COUNTY AUTHORITY** – The County shall act in accordance with its authority to obtain fee simple ownership of all lands necessary for the closure of Rollover Pass and for the construction of the public park and recreational facilities, provided however, that the County shall take no action until a final plan for the public park and recreational facilities is agreed upon and approved by the County and the GLO.
3. **TIMETABLE** – Upon the County acquiring the Rollover Pass property in fee simple, the GLO shall commence the closure of Rollover Pass and the construction of the public park and recreational facilities within one (1) year and shall diligently complete construction by the second anniversary of the effective date of this MOU.
4. **REIMBURSEMENT** – The GLO will reimburse the County for Project Costs described in Section 1. The GLO shall be responsible for the cost of constructing all recreational facilities to be built in the public park pursuant to the agreement between the County and the GLO described in Section 2, and the project shall be designed in a manner that the Parties reasonably anticipate will make the public park and recreational facilities financially self-sustaining in perpetuity. All reimbursements will be made by the GLO within 30 days of submission of the claim by the County. The GLO may, at its discretion, reimburse the County for other acquisition-related costs and expenses.

5. **DEFINITIVE AGREEMENTS** – During the term of this MOU, the GLO and County will negotiate and execute all documents necessary to effectuate the closure of Rollover Pass and the construction and maintenance of the public park and recreational facilities.
6. **PUBLIC INFORMATION** – To the extent allowed by law, all press and other public inquiries made regarding activities related to the closure of Rollover Pass shall be coordinated between the GLO and the County and handled in accordance with the Public Information Act, Chapter 552 of the Texas Government Code.
7. **EFFECTIVE DATE** – The Parties acknowledge and agree that this MOU shall be effective on October 2, 2013, and shall terminate on the second anniversary thereof, unless earlier terminated by either Party's written notification specifying a termination date at least thirty (30) days subsequent to the date of such notification, or extended by mutual written agreement.
8. **PROPER AUTHORITY** – Each Party hereto represents and warrants that the person executing this MOU on its behalf has full power and authority to bind the respective entities to this MOU.
9. **COUNTERPARTS** – This MOU may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same MOU.
10. **SEVERABILITY** – If any provision contained in this MOU is held to be unenforceable by a court of law or equity, the MOU shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this MOU unenforceable.
11. **AMENDMENTS TO THIS MOU** – Any material revision of the terms and conditions of this MOU shall be by written agreement of the Parties.

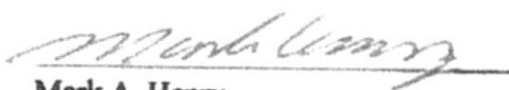
**SIGNATURE PAGE FOLLOWS**

SIGNATURE PAGE FOR MOU BETWEEN THE  
TEXAS GENERAL LAND OFFICE AND  
GALVESTON COUNTY  
GLO CONTRACT NO. 13-404-000-7841  
EFFECTIVE ON OCTOBER 2, 2013

GENERAL LAND OFFICE

GALVESTON COUNTY

\_\_\_\_\_  
Larry L. Laine, Chief Clerk/  
Deputy Land Commissioner

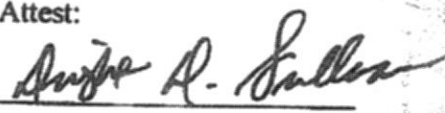
  
\_\_\_\_\_  
Mark A. Henry  
County Judge


Date of execution: \_\_\_\_\_

Date of execution: 10/1/13

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LEGAL \_\_\_\_\_  
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DIV \_\_\_\_\_  
AGC \_\_\_\_\_  
GC \_\_\_\_\_

Attest:

  
\_\_\_\_\_  
Dwight D. Sullivan  
County Clerk



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