

THE STATE OF TEXAS

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COUNTY OF FORT BEND

POSSESSION AND USE AGREEMENT

THIS POSSESSION AND USE AGREEMENT (the "Agreement") is entered into by and between Fort Bend County, Texas (hereinafter referred to as "the County"), a body corporate and politic acting herein by and through its Commissioners Court and Juan Manuel Ibarra, (hereinafter referred to as "Owner"), an irrevocable right to possession and use of the Owner's property for the purpose of construction of a portion of South Post Oak Road (the "Project"). The property subject to this Agreement is described more fully in Exhibit "A", and made a part of this Agreement by reference (the "Property"). The County and the Owner may be individually referred to as a "Party" or collectively as the "Parties."

1. The County is seeking to negotiate the County's acquisition of the Property. In order to expedite and facilitate the necessary work to complete the Project, the County desires that the Owner provides the County the right of entry and exclusive possession and use of the Property for the purpose of constructing a public roadway and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Project. This Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property.
2. This Agreement is made with the understanding that the County will continue to proceed with acquisition of a real property interest in the Property. The Owner reserves all rights of compensation for the title and interest in and to the Property which the Owner holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Owner's rights to receive full and just compensation as allowed by law for all of the Owner's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Owner's interest in any larger tract of which the Property is a part (the "Remainder"), if any; all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Owner in eminent domain proceedings. There will be no project impact upon the appraised value of the Property. This grant will not prejudice the Owner's rights to any relocation benefits for which the Owner may be eligible.
3. The County will be entitled to take possession and use of the Property upon full execution of the Agreement.

4. The Owner warrants and represents that the Property is free and clear of all liens or that proper releases will be executed for the Property prior to funds being disbursed under this Agreement. The Owner further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens affecting the Property.

The above made warranties are made by Owner and accepted by the County subject to the following:

- A. Visible and apparent easements not appearing of record;
 - B. Any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,
 - C. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Fort Bend County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.
5. In the event the County institutes eminent domain proceedings, the County will not be liable to the Owner for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the County until entry of judgment.
 - A. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be the date the Special Commissioners' Award is tendered to the registry of the court, or if the Special Commissioners' Award is not greater than the consideration paid for this Agreement (if any), the date of the Special Commissioners' Hearing.
 - B. The Owner expressly acknowledges that the proposed Project is for a valid public use and voluntarily waives any right the Owner has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.
 - C. Notwithstanding the acquisition of right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.
 6. The Owner reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder.

7. The undersigned Owner agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property, including prorated taxes for the year in which the County takes title to the Property.
8. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the date executed by the County.

EXECUTED this the 6 day of January, 2021.

Juan Manuel Ibarra
Juan Manuel Ibarra

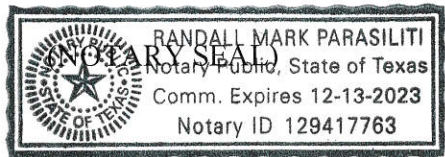
THE STATE OF TEXAS

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COUNTY OF FORT BEND

This instrument was acknowledged before me on this 6th day of January, 2021, by Juan Manuel Ibarra.

Randall Mark Parasiliti
Notary Public, State of Texas



AGREED to and ACCEPTED on this the _____ day of _____, _____.

FORT BEND COUNTY, a body corporate and politic under
the laws of the State of Texas

By: _____
KP George, County Judge

THE STATE OF TEXAS §
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COUNTY OF FORT BEND §

This instrument was acknowledged before me on this _____ day of _____,
2021, by KP George, County Judge of Fort Bend County, Texas, a body corporate and politic
under the laws of the State of Texas, on behalf of said body corporate and politic.

Notary Public, State of Texas

(NOTARY SEAL)

EXHIBIT A

EXHIBIT "A"

County: Fort Bend
Street: South Post Oak Boulevard
Civilcorp Job No.: 1520100

Page 1 of 2

Property Description for Tract 50

Being a 0.0124 acre (540 square foot) tract of land, situated in the Manuel Escalera Survey, Abstract 170, Fort Bend County, Texas, being out of that certain 0.50 acre tract of land conveyed from Ramiro Ibarra to Juan Manuel Ibarra, dated July 12, 2007, as recorded in Clerk's File No. 2007103530 and 2007103845, Official Public Records Fort Bend County, Texas, (O.P.R.F.B.C.T.), said 0.0124 acre tract of land being more fully described by metes and bounds as follows:

COMMENCING at a 1-1/2 inch diameter iron pipe found in the North line of a 5.645 acre tract of land described as being out of Lots 4 and 8, Block 30 of Cochran and McClure subdivision as recorded in Volume 58, Page 76, Deed Records Fort Bend County, Texas (D.R.F.B.C.T.) conveyed from Jose C. Castro to J.C. Express, Corp., dated July 31, 2017, as recorded in Clerk's File No. 2017086719 O.P.R.F.B.C.T., same being in the existing South right-of-way line of Trammel Fresno Road (40 foot right-of-way) (occupied right-of-way varies);

THENCE, North 87 deg. 03 min. 01 sec. East, with the north line of said 5.645 acre J.C. Express tract and the existing South right-of-way line of said Trammel Fresno Road, a distance of 368.14 feet to a calculated point for the northeast corner of said 5.645 acre J.C. Express tract, same being the intersection of the existing South right-of-way line of said Trammel Fresno Road and the existing West right-of-way line of South Post Oak Boulevard;

THENCE, South 03 deg. 00 min. 28 sec. East, with the existing West right-of-way line of South Post Oak Boulevard and the East line of said 5.645 acre J.C. Express tract, a distance of 247.17 feet to a 5/8 inch diameter iron rod with plastic cap stamped "CIVILCORP" set for the East corner of said 5.645 acre J.C. Express tract, same being the northeast corner of said 0.50 acre Ibarra tract and the herein described tract, having Surface Coordinates of N=13,760,838.39, E=3,092,239.85 and being the **POINT OF BEGINNING**;

- (1) **THENCE**, South 03 deg. 00 min. 28 sec. East, with the existing West right-of-way line of South Post Oak Boulevard, a distance of 18.00 feet to a 5/8 inch diameter iron rod with plastic cap stamped "CIVILCORP" set for the southeast corner of the herein described tract and said 0.5 acre Ibarra tract, same being the northeast corner of that certain residual 1.0 acre tract as conveyed to Ramiro Ibarra as recorded in Clerk's File No. 2004088830, O.P.R.F.B.C.T.;

EXHIBIT "A"

County: Fort Bend
Street: South Post Oak Boulevard
Civilcorp Job No.: 1520100

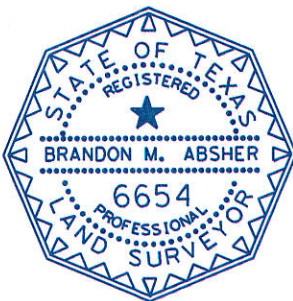
Page 2 of 2

Property Description for Tract 50

- (2) **THENCE**, South 86 deg. 59 min. 32 sec. West, with the common line of said 0.5 acre Ibarra tract and said residual 1.0 acre Ibarra tract, a distance of 30.00 feet to a 5/8 inch diameter iron rod with plastic cap stamped "CIVILCORP" set for the southwest corner of the herein described tract and the proposed West right-of-way line of South Post Oak Boulevard;
- (3) **THENCE**, North 03 deg. 00 min. 28 sec. West, with the proposed West right-of-way line of said South Post Oak Boulevard, severing said 0.50 acre Ibarra tract, a distance of 18.00 feet to a 5/8 inch diameter iron rod with plastic cap stamped "CIVILCORP" set for the northwest corner of the herein described tract, same being in the common line of said 0.5 acre Ibarra tract and the south line of said 5.645 acre J.C. Express tract, from which a found 1/4 inch diameter iron rod found for an interior corner of said 5.645 acre J.C. Express tract and the northwest corner of said 0.5 acre Ibarra tract bears South 86 deg. 59 min. 32 sec. West, a distance of 338.25 feet;
- (4) **THENCE**, North 86 deg. 59 min. 32 sec. East, with the common line of said 0.5 acre Ibarra tract and said 5.645 acre J.C. Express tract, a distance of 30.00 feet to the **POINT OF BEGINNING**, containing 0.0124 acres (540 square feet) of land, more or less.

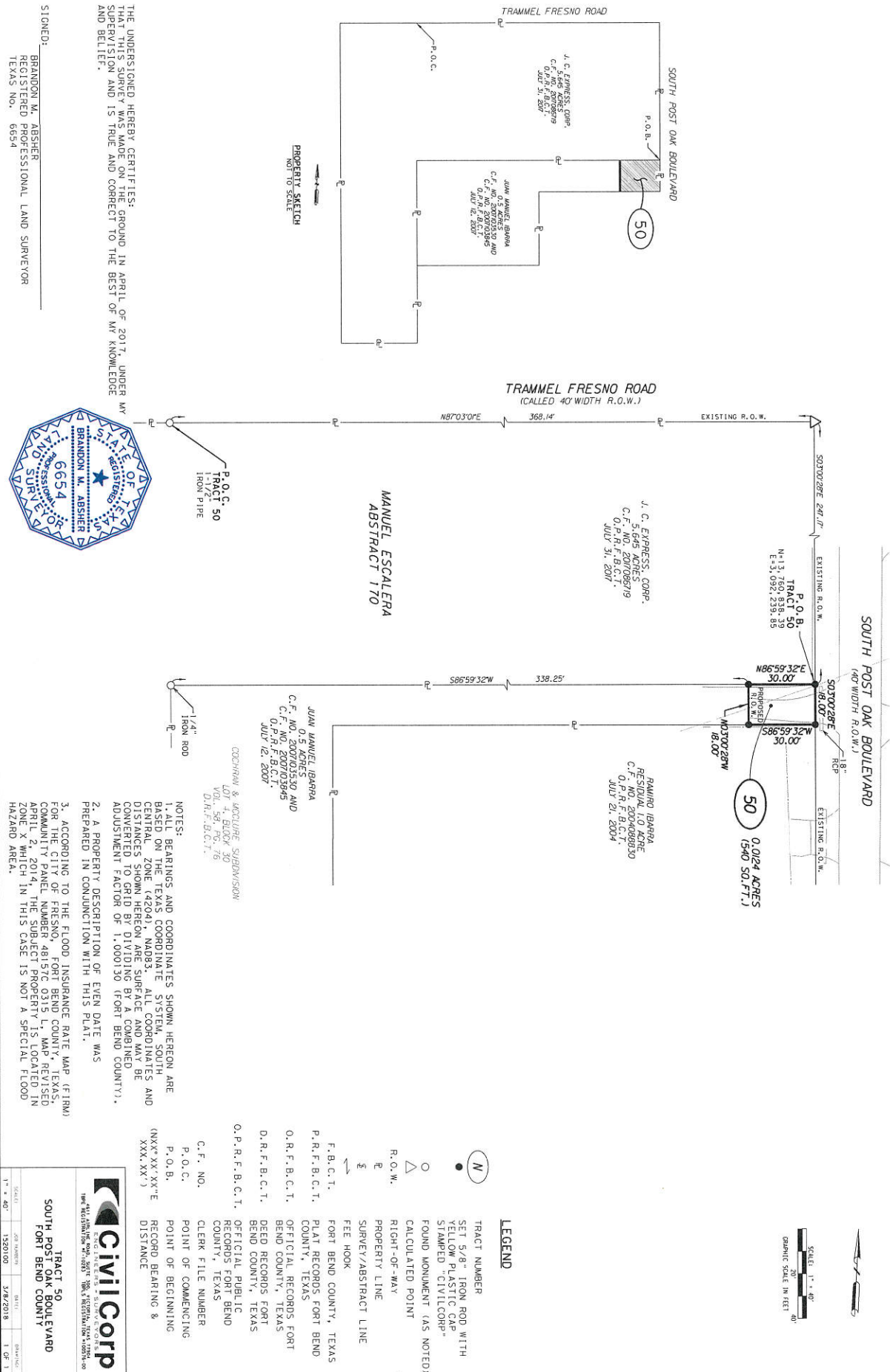
All bearings and coordinates are based on the Texas Coordinate System, South Central Zone (4204) NAD83. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined adjustment factor of 1.000130.

I hereby certify the foregoing legal description was prepared from a survey performed on the ground and that it correctly represents the facts found at the time of the survey. A survey plat of even date herewith accompanies this legal description.



Brandon M. Absher
Registered Professional Land Surveyor
License No. 6654, State of Texas
CivilCorp, LLC - 4611 E. Airline Suite #300, Victoria, Texas 77904
361-570-7500
TBPLS Firm Registration No. 100576-00

Date: 03/08/2018



SIGNED: BRANDON M. ABSHER
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS NO. 6654



Property Acquisition Services, LLC

January 7, 2021

Juan Manuel Ibarra
701 W Palm St.
Fresno, TX 77545

County: Fort Bend
Project: South Post Oak Blvd
Parcel No.: 050

MEMORANDUM OF AGREEMENT

Dear Mr. Ibarra:

You have indicated a willingness to sign a deed for your property which consists of 0.0124 acre (540 square feet) located at 20332 S. Post Oak Blvd, Fresno, TX 77545.

It is important to confirm this agreement in order to avoid any possible misunderstanding as to the details of the purchase or the process by which Fort Bend County, Texas (the "County") will make payment. The payment of **\$2,862.00** as herein agreed will constitute full payment to be made by the County for the property to be conveyed to the County.

The County and the owner(s) have agreed to the following provisions.

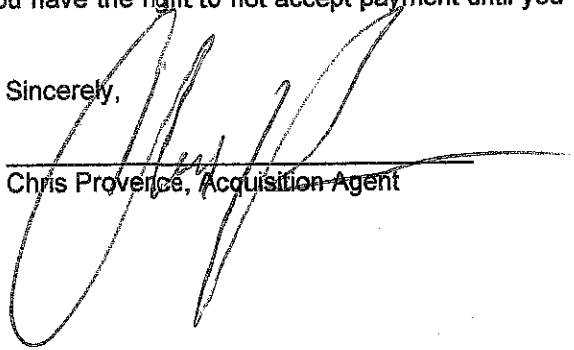
Until payment is made by the County, title and possession of the property to be conveyed remains with you. You shall bear all risk of loss to any and all such property prior to such payment. Either you or the County shall have the right to terminate this agreement.

The payment of the amount herein stated and the terms provided constitute the only promises, consideration and conditions of this purchase; and no other promises, consideration or conditions have been signified or implied, save and except any benefits which may accrue under the County's Relocation Assistance Program and the mutual benefits to be derived by you and the County from the signing of this agreement.

The County, without cost to the owner, will pay the cost of recording all instruments conveying title to the State.

It is suggested that you carefully review the proposed Deed and satisfy yourself (selves) as to its provisions. With your signing of this agreement, the County will proceed with the issuance of a warrant which will be made out to Stewart Title Company, agent for the County. This company has been designated as the County's closing agent and is responsible to see that the County obtains clear title. They will not make payment until clear title is secured. At the same time, you have the right to not accept payment until you are fully satisfied on all details of the transaction.

Sincerely,


Chris Provence, Acquisition Agent

I fully understand the County's proposal as contained in this agreement and understand that relocation assistance benefits are handled entirely separate from and in addition to this transaction.

Juan M Ibarra 01/09/21
Juan Manuel Ibarra Date