

THE STATE OF TEXAS §
 §
 §
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 AURELIA RIVERA and MARIN RIVERA, (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 the Moore Road Project (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.
3. The County will be entitled to take possession and use of the Property upon full execution of the Agreement.
4. The Owner 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, following provisions shall apply:
- A. 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.
- B. 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.
- C. 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.
- D. 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 18 day of March, 2021.

AURELIA RIVERA

Aurelia Rivera

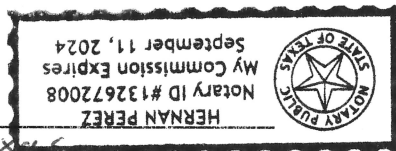
MARIN RIVERA

THE STATE OF Texas §
COUNTY OF Fort Bend §
§

This instrument was acknowledged before me on this 18 day of March, 2021, by Aurelia Rivera.

[Signature]

Notary Public, State of Texas
Texas



(NOTARY SEAL)

THE STATE OF _____ §
COUNTY OF _____ §
§

This instrument was acknowledged before me on this _____ day of _____, 2021, by Marin Rivera.

Notary Public, State of _____

(NOTARY SEAL)

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 §
 §
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

County: Fort Bend
Highway: Moore Road
Project Limits: 5th Street to Court Road

PROPERTY DESCRIPTION FOR PARCEL NO. 6

BEING a 0.2205 of an acre (9,606 square feet) parcel of land located in the W. T. Neal Survey, Abstract Number 64, Fort Bend County, Texas, and out of and a part of a called 1 acre tract conveyed to Marin Rivera and wife, Aurelia Rivera by deed recorded in Volume 967, Page 458, Fort Bend County Deed Records. Said 0.2205 of an acre parcel being more particularly described as follows (bearings are based on the Texas Coordinate System of 1983, South Central Zone):

COMMENCING at a fence corner post on corner found in the northerly line of a called 13.227 acre tract conveyed to James Brian Revocable Trust by deed recorded under Clerk's File Number 2018135272 of the Official Public Records, Fort Bend County, Texas, marking the westerly corner of said 1 acre tract;

THENCE, North 87° 57' 11" East, with the southerly line of said 1 acre tract and the northerly line of said 13.227 acre tract, a distance of 382.19 feet to a 5/8 inch iron rod with cap stamped "Cobb Fendley & Associates" set marking the POINT OF BEGINNING and southwesterly corner of the herein described tract;

THENCE, North 34° 27' 39" West, over and across said 1 acre tract, a distance of 212.07 feet to a 5/8 inch iron rod with cap stamped "Cobb Fendley & Associates" set in the southerly line of the remainder of a called 1.64 acre tract conveyed to Daniel and Daisy Matthews by deed recorded under Clerk's File Number 2008003338 of the Official Public Records, Fort Bend County, Texas, and marking the northwesterly corner of the herein described tract;

THENCE, North 53° 16' 19" East, with the northerly line of said 1 acre tract and the southerly line of said 1.64 acre tract, a distance of 42.51 feet to a point in the centerline of Moore Road (width varies – as generally recognized) for the northeasterly corner of said 1 acre tract and the herein described tract;

THENCE, South 34° 27' 39" West, with the centerline of said Moore Road and the northeasterly line of said 1 acre tract, a distance of 240.00 feet to a point for the southeasterly corner of said 1 acre tract and the herein described tract;

EXHIBIT A

THENCE, South 87° 57' 11" West, with the southerly line of said 1 acre tract, at a distance of 32.17 feet pass a 1/2 inch iron pipe found marking the northeasterly corner of said 13.227 acre tract, and continuing with the southerly line of said 1 acre tract and the northerly line of said 13.227 acre tract, in all, a distance of 50.34 feet to the POINT OF BEGINNING and containing 0.2205 of an acre (9,606 square feet) of land.

A parcel plat of even date was prepared in conjunction with this property description.

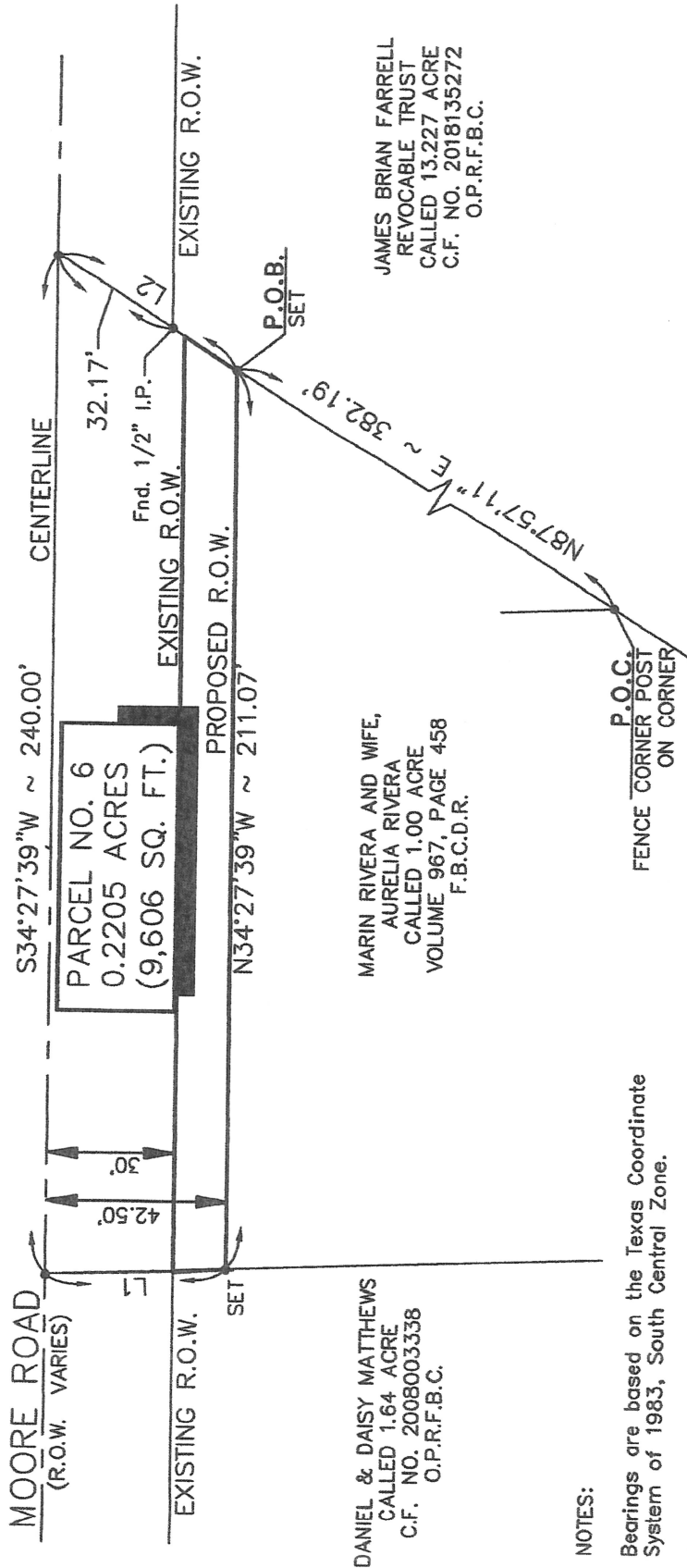
This survey was performed without the benefit of a title commitment, easements, covenants and/or restrictions may exist which are not shown hereon.

Cobb, Fendley & Associates, Inc.
TBPLS Firm Registration No. 100467
13430 Northwest Freeway, Suite 1100
Houston, Texas 77040
(713) 462-3242



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N54°15'42"E	42.51'
L2	S87°57'11"W	50.34'

W.T. NEAL SURVEY
A-64



DANIEL & DAISY MATTHEWS
CALLED 1.64 ACRE
C.F. NO. 2008003338
O.P.R.F.B.C.

MARIN RIVERA AND WIFE,
AURELIA RIVERA
CALLED 1.00 ACRE
VOLUME 967, PAGE 458
F.B.C.D.R.

JAMES BRIAN FARRELL
REVOCABLE TRUST
CALLED 13.227 ACRE
C.F. NO. 2018135272
O.P.R.F.B.C.

NOTES:

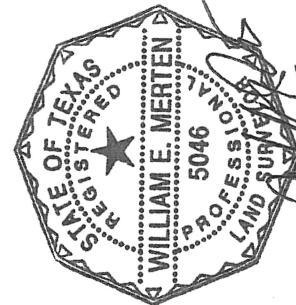
Bearings are based on the Texas Coordinate System of 1983, South Central Zone.

This survey was performed without the benefit of a title commitment, easements, covenants and/or restrictions may exist which are not shown hereon.

A parcel plat of even date was prepared in conjunction with this property description.

Field work was performed during the months of August thru September, 2020.

"Set" denotes a set 5/8" iron rod with cap stamped "Cobb Fendley & Associates"



10/30/2020

CobbFendley

TBPE Firm Registration No. 274
TBPLS Firm Registration No. 100467
13430 Northwest Freeway, Suite 1100 Houston, Texas 77040
713.462.3242 | fax 713.462.3262 | www.cobbendley.com

DATE: 10-13-2020	SHEET 1	OF 1	REVISED
SCALE: 1"=40'	F.B. NO.	3134	
DRAWN BY: BM	PROJECT NO.	2011-014-01	