

**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.**

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

This Temporary Construction Easement Agreement ("Agreement") is made between FIRST COMMUNITY LAND VENTURES, LLC, a Texas limited liability company (hereinafter "Grantor"), and Fort Bend County, Texas, a political subdivision of the state of Texas (hereinafter "Grantee") and is effective on the date the last party signs ("Effective Date").

WHEREAS, Grantor owns that certain real property located in Fort Bend County, Texas, located at or near Harlem Road and SH-99, which property is legally described as a 6.072 acre tract of land situated in the William Morton Survey, Abstract No. 62, Fort Bend County, Texas and further described in deed recorded under Clerk's File No. 2025028062 of the Official Public Records of Fort Bend County, Texas (the "Grantor Tract"); and

WHEREAS, Grantee maintains and holds a public road right-of-way known as Harlem Road located in Richmond, Fort Bend County, Texas; and

WHEREAS, as part of Grantee's reconstruction of Harlem Road under Mobility Bond Project No. 17402, Grantee desires to modify an existing driveway and construct a sidewalk and right turn lane; and

WHEREAS, Grantor, in accordance with the terms of this Agreement, desires to grant Grantee a temporary construction easement, with all rights of ingress and egress, for said driveway modification and sidewalk and right turn lane construction; and

WHEREAS, Grantor and Grantee have determined that the Project will benefit both Grantor and Grantee and will also provide a public benefit to Fort Bend County, Texas by improving mobility in the county.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Easement Tract:** Grantor hereby GRANTS, GIVES, and CONVEYS to Grantee, its successors and assigns, a Temporary Construction Easement (the "Easement") in, on, over, under, across, and through the Grantor Tract; said Easement being more particularly described and depicted in "Exhibit A" attached hereto and incorporated herein by reference.
2. **Project Description.** The Easement, rights and privileges shall be for the limited purpose of providing Grantee the right to modify the existing driveway and construct the sidewalk and right turn lane (the "Project") as provided on "Exhibit A" attached hereto, with all incidental improvements thereto, in connection with Grantee's improvements to Harlem Road under Mobility Bond Project No. 17402.
3. **Rights of Ingress and Egress.** Grantee, its successors, assigns, contractors, subcontractors, agents, and employees shall have all rights and privileges of ingress and egress, including the right of pedestrian and vehicular access, in, over, under, across, and through the Easement for any and all purposes that are reasonably necessary and/or incident to the exercise by Grantee of its rights granted herein.

4. **Access from Grantor Tract.** Grantee, its successors, assigns, contractors, subcontractors, agents, and employees shall have the right of ingress and egress using reasonable routes over and across the Grantor Tract, for the limited purpose of accessing the Easement, only where natural or manmade conditions or barriers make such access from the public right-of-way impractical or impossible.
5. **Project Management.** The Project shall be facilitated, managed, and administered by Grantee. Grantee shall take all reasonable actions to ensure that the Project is constructed in a good and workmanlike manner with all reasonable diligence.
6. **Design and Specifications.** Grantee shall select the design engineer and design all aspects of the Project in accordance with Fort Bend County's standards and regulations. The plans and specifications shall be reviewed and approved by the Fort Bend County Engineer. Grantor, upon reasonable notice to Grantee, shall have the right and opportunity to review all documents pertaining to the design of the Project, including any maps, records, photographs, reports, and drawing affecting the construction of the Project.
7. **Competitive Bid and Award.** Upon completion of final plans and specifications, Grantee will advertise for competitive bids for construction of the Project (together or in separate contracts) in accordance with requirements applicable to Grantee. Grantee will enter into a contract with the qualified bidder ("Construction Contract") and shall notify Grantor in writing of the same. If Grantee constructs the Project in multiple contracts, the provisions of this Agreement shall apply to each Construction Contract.
8. **Construction of the Project.** After awarding the Construction Contract, Grantee shall administer the Construction Contract for the benefit of the Parties. Grantee shall provide on-site inspection of the construction of the Project in accordance with the terms of the Construction Contract(s). Grantee shall have the right to terminate the Construction Contract(s) and to enforce its remedies thereunder, as determined by Grantee to be necessary. In the event of any such termination, Grantee shall have the right to complete and/or cause the completion of the Project itself and/or through such other contractor(s) as Grantee determines to be appropriate.
9. **Completion of the Project; Maintenance/ Ownership of Project Improvements.** Completion of the Project shall occur upon the Grantee's final inspection of the Project and certified as complete by the Fort Bend County Engineer. Upon completion of the Project, Grantor, at its sole cost and expense, shall be responsible for the perpetual maintenance and repair of the driveway and sidewalk that are the subject of this Agreement. Grantee, at its sole cost and expense, shall be responsible for the perpetual maintenance and repair of the right turn lane that is the subject of this Agreement. The terms of this section shall survive the termination of this Agreement, however caused.
10. **Inspection and Deficiencies.** Grantor shall have the right to be present during Grantee's final inspection of the sidewalk and driveway. Within five (5) calendar days of Grantee's final inspection, Grantor shall notify Grantee in writing of any complaints regarding any deficiencies and the quality of workmanship by Grantee for the sidewalk and driveway. Grantee shall address and correct such deficiencies within a reasonable time, if the Grantee Engineer determines that such deficiencies are actionable under the terms of the Grantee's Construction Contract(s). Notwithstanding the foregoing, all final decisions regarding the correction of any deficiencies shall be at the Grantee's sole discretion.
11. **Term.** The Term of this Agreement shall commence upon the Effective Date and shall automatically terminate and be of no further force and effect upon Grantee's completion of the Project. If the Project is not completed within three (3) years of the Effective Date, this Agreement shall automatically terminate without further action by Grantor or Grantee.

12. **Time for Performance.** Grantee shall initiate the construction of the Project no later than eighteen (18) months after advertising for competitive bids for the Project, or within such time as may be extended by written amendment of this Agreement by Grantor and Grantee. Grantee, in its sole discretion, may elect to forgo construction of the Project at any time prior to award of the Construction Contract(s). In such event, Grantee shall provide written notice to Grantor of its decision to forgo such construction and shall refund any funds provided by Grantor for the Project. Grantee, its successors or assigns, shall execute and file of record a written release of all easement rights created by this Agreement and furnish a copy of the same to Grantor.
13. **Grantor's Contribution to Project.** Grantor shall contribute funds for the Project, which costs are estimated at Fifty Thousand Three Hundred Eighty Five and 00/100 Dollars (\$50,385.00) as provided in the cost estimate attached hereto as "Exhibit B" and incorporated by reference herein (the "Cost Estimate"). Grantor understands and agrees that such costs may be higher or lower than the Cost Estimate, depending on the needs of the Project. In any event, Grantor shall contribute one hundred percent (100%) of the Project costs to Grantee. Within thirty (30) days after Grantee's award of the Construction Contract as provided in this Agreement, Grantee shall make the initial payment of \$50,385.00 (the "Initial Payment") to Grantee for the Project. Upon receipt of the Initial Payment, Grantee shall instruct its contractor(s) to commence the construction of the Project in accordance with this Agreement. Within thirty (30) days of completion of the Project, Grantee shall furnish Grantor with a full accounting of the funds expended on the Project. Within thirty (30) days of Grantor's acceptance of the full accounting provided by Grantee, Grantor shall remit payment to Grantee for the total amount due for the Project. If, during the course of full accounting of the Project, it is discovered that excess funds were received by Grantee from Grantor, then Grantee shall remit such excess funds that have not been used for the Project to Grantor within thirty (30) days of Grantee's full accounting of the Project. **WITHOUT DEROGATING THE MATERIALITY OF ANY OTHER TERM OR CONDITION OF THIS AGREEMENT, AND FOR GREATER CERTAINTY, GRANTOR ACKNOWLEDGES AND AGREES THAT THE TERMS OF SECTION ARE A MATERIAL PART OF THIS AGREEMENT AND BUT FOR GRANTOR'S AGREEMENT TO BE BOUND BY SUCH TERMS, GRANTEE WOULD NOT HAVE ENTERED INTO THIS AGREEMENT TO FINANCE AND CONSTRUCT THE IMPROVEMENTS AND PROJECT AS PROVIDED IN THIS AGREEMENT.**
14. **Insurance.** Grantee shall require its contractors' insurance policies to name Grantor, in addition to Grantee, as additional insured on all policies except for Worker's Compensation and Professional Liability for the work performed for the Project under this Agreement. Any such insurance policies shall include the following minimum coverage:
- (a) Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
  - (b) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
  - (c) Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
15. **No Impediments.** During the Term of this Agreement, Grantor shall not allow any impediments to be placed on the Easement or erected in such a manner that would block or obstruct Grantee's access, or the access of its successors, assigns, contractors, subcontractors, agents, and employees. Grantee shall have the right to remove any such impediments within the Easement without compensation to Grantor.

16. **Reservation.** Grantor, for itself, and its successors and assigns, expressly reserves the right to use and enjoy the surface of the Easement provided, however, that such use and enjoyment does not materially interfere with Grantee's rights and privileges granted herein and the intended purpose of the Easement.
17. **Restoration.** Upon completion of the Project, Grantee shall, at its sole cost and expense, restore the surface of any portion of the Grantor Tract and the Easement altered by Grantee's ingress and egress and work for the Project to as near its original condition as is reasonably practical, taking into account Grantee's work performed for the Project.
18. **Compliance.** Grantee agrees to comply in all material respects, at its sole cost, with all federal, state, and local laws, rules, and regulations which are applicable to Grantee's activities for the Project.
19. **Grantor's Representations.** Grantor represents that it is the sole owner of the Grantor Tract and it has the legal authority to enter into and execute this Agreement and to perform the obligations and duties of Grantor herein. Without limiting the preceding sentence, It is understood and agreed that this grant is not a conveyance of the lands described herein or of any interest in the oil, gas and other minerals in, on or under said lands, but is a grant solely of the Easement granted herein. This grant is made subject to all applicable laws, ordinances, easements, leases, restriction, reservations or covenants, either of record or evidenced by improvements upon the ground and to the extent the same are in force and effective against Grantee.
20. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the Grantor and Grantee and supersedes any and all previous agreements, written or oral, pertaining to the subject matter of this Agreement. This Agreement may only be amended or modified by written agreement executed by Grantor and Grantee. **IT IS ACKNOWLEDGED BY GRANTOR THAT NO OFFICER, AGENT, EMPLOYEE, OR REPRESENTATIVE OF GRANTEE HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHED EXHIBITS HERETO UNLESS EXPRESSLY AUTHORIZED BY THE FORT BEND COUNTY COMMISSIONERS COURT.**
21. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of Grantee under this Agreement shall be considered a waiver or surrender of its governmental powers or immunity under the Texas Constitution or the laws of the State of Texas.
22. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
23. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
24. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
25. **Successors and Assigns Bound.** This Agreement shall be binding upon the successors and assigns of both the Grantor and the Grantee.

26. **State Law Requirements for Contracts.** Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, Grantor hereby verifies that Grantor and any parent company, wholly owned subsidiary, majority owned subsidiary, and affiliate is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

TO HAVE AND TO HOLD the above described Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, including all necessary rights of ingress, egress, and regress, unto Grantee, its successors, and assigns, forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Easement unto Grantee, and its successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject to all terms, conditions, provisions, and limitations hereinabove set forth and provided.

When the context requires, singular nouns and pronouns include the plural.

**GRANTOR:**

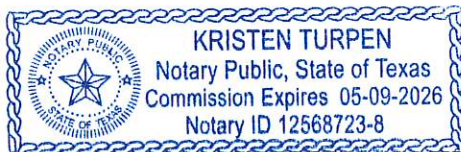
FIRST COMMUNITY LAND VENTURES, LLC,  
a Texas limited liability company

By:   
TJ Tijerina, CEO and Manager

**Acknowledgment**

STATE OF TEXAS                   §  
   §  
COUNTY OF Harris           §

This instrument was acknowledged before me, the undersigned notary, on this 2 day of May, 2025 by TJ Tijerina, CEO and Manager of First Community Land Ventures, LLC, a Texas limited liability company, on behalf of said limited liability company.



  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

**AGREED:**

**GRANTEE:**

Fort Bend County, Texas,  
a political subdivision of the state of Texas

By: \_\_\_\_\_  
KP George, County Judge

**Acknowledgment**

STATE OF TEXAS           §  
                                     §  
COUNTY OF FORT BEND   §

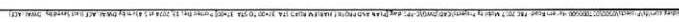
This instrument was acknowledged before me, the undersigned notary, on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2025 by KP George, County Judge of Fort Bend County, Texas, a  
political subdivision of the state of Texas, on behalf of said political subdivision.

**After recording, please return to:**  
Fort Bend County Engineering Dept.  
301 Jackson St., 4<sup>th</sup> Floor  
Richmond, Texas 77469

# **EXHIBIT A**

(Follows Behind)







# **EXHIBIT B**

(Follows Behind)



**IDS**  
Engineering Group

FBC Mobility Bond Project No. 4-02 - Harlem Road

IDS Project No. 0570-006-00

**OPINION OF PROBABLE CONSTRUCTION COST HARLEM ROAD RIGHT TURN LANE APROX. STA 34+00**

**A. BASE UNIT PRICE TABLE (SITE PREPARATION AND EARTHWORK):**

Item No.	FBC Identifier	Spec Ref.	Spec #	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price (this column controls)	Total in Figures
1	H00110001	HC	110	Roadway Excavation Including 3" Topsoil	CY	250	\$ 20.00	\$ 5,000.00
2	H00500002	HC	502	Remove Signs	EA	1	\$ 100.00	\$ 100.00
<b>TOTAL BASE UNIT PRICES (A: SITE PREPARATION AND EARTHWORK)</b>								<b>\$ 5,100.00</b>

**B. BASE UNIT PRICE TABLE (PAVING ITEMS):**

Item No.	FBC Identifier	Spec Ref.	Spec #	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price (this column controls)	Total in Figures
3	H00340003	TxDOT	360	Continuously Reinforced Concrete Pavement (10")	SY	47	\$ 140.00	\$ 6,580.00
4	H00360001	HC	360	Concrete Pavement (8")	SY	202	\$ 100.00	\$ 20,200.00
5	H00530009	HC	530	Reinforced Concrete Driveway (8") (High Early Strength)	SY	135	\$ 110.00	\$ 14,850.00
6	H00660018	HC	666	Reflectorized Pavement Markings Type I (Thermoplastic) Word "ONLY" - Furnish & Applied	EA	1	\$ 175.00	\$ 175.00
7	H00660016	HC	666	Reflectorized Pavement Markings Type I (Thermoplastic) Single Arrow-RIGHT - Furnish & Applied	EA	1	\$ 175.00	\$ 175.00
8	H00660010	HC	666	Reflectorized Pavement Markings Type I (Thermoplastic) 8" White/Solid - Furnish & Applied	LF	111	\$ 3.00	\$ 333.00
9	H00663004	HC	672	4" Square Reflectorized Pavement Markers Type II-C-R - Furnish & Install	EA	22	\$ 10.00	\$ 222.00
10	H00421013	HC	420	Structural Concrete (Protective Slab for Pipeline protection)	CY	6	\$ 500.00	\$ 2750.00
<b>TOTAL BASE UNIT PRICES (B: PAVING ITEMS)</b>								<b>\$ 45,285.00</b>
<b>TOTAL OPINION OF PROBABLE CONSTRUCTION COST</b>								<b>\$ 50,385.00</b>

*This cost estimate was prepared on the basis of experience and judgement, utilizing historical bid costs for similar work if available. Actual bids and ultimate construction costs may vary based on market conditions, inflation, and unforeseen field conditions. The final determination of construction cost is made through the bidding process with Contractor(s).*

IDS Engineering Group TxEng Firm 2726

TxSurv Firm 10110700