STATE OF TEXAS §
§
COUNTY OF FORT BEND §

REVOCABLE LICENSE AGREEMENT FOR
STRUCK-OFF PROPERTIES UNDER TEX. TAX CODE § 34.01

This Revocable License Agreement For Struck-Off Properties under Tex. Tax Code § 34.01 ("Agreement") is made and entered into by and between Fort Bend County, Texas ("County"), a political subdivision of the State of Texas, and Israel Perez ("Licensee", whether one or more), individuals residing in Fort Bend County, Texas.

WHEREAS, The County holds in trust for the benefit of all taxing units, including the County, a certain unimproved roadway described as a 20-foot Road Easement, R180829, 0.297 acres, Magnolia Place, Block 566, that has been "struck off" to County pursuant to Section 34.01(j) of the Texas Tax Code (the "Struck-Off Road"); and

WHEREAS, the Licensee owns certain real property adjacent to the Struck-Off Road, which property is described as R78668, MAGNOLIA PLACE, BLOCK 566, LOT 1; and

WHEREAS, the Licensee desires to improve portions of the Struck-Off Road and construct a driveway and access point (the "Driveway") to the Struck-Off Road; and

WHEREAS, County, in its capacity as trustee and in its duty to manage the Struck-Off Road pursuant to Sections 34.01(k) and 34.05(g) of the Texas Tax Code, and in the absence of a formal permitting process for such roads or other property, is willing to grant a license to the Licensee to construct and use the Driveway and improve portions of the Struck-Off Road, subject to the conditions of this Agreement; and

WHEREAS, the proposed Driveway and improvements to the Struck-Off Road by the Licensee will enhance access, safety, and usability of the roadway for the surrounding area and reduce any costs of maintenance on the County, thereby serving a public benefit and supporting the County's fiduciary duties under the Texas Tax Code.

NOW, THERFORE, in consideration of the mutual promises contained herein and the benefits to be conferred upon the Parties, County and Licensee agree as follows:

1. **Grant of License.** The County hereby grants to the Licensee a non-exclusive, revocable license, to construct, use, repair, and maintain the Driveway and portions of the Struck-Off Road (as provided in this Agreement), solely for the purpose of accessing the Licensee's property. Licensee acknowledges and agrees that this Agreement shall constitute a license and not a lease and does not convey a property interest in the Struck-Off Road or any improvements thereon. Notwithstanding any term or condition of this Agreement to the contrary, Licensee acknowledges and agrees that Licensee shall not

possess any rights as a tenant of any part of the Struck-Off Road. Further, this Agreement and rights of Licensee shall not be deemed or construed as a month-to-month tenancy or any other type of tenancy and Licensee hereby waives any and all notices which would otherwise be required for a landlord to give a tenant to terminate any such tenancy.

2. **Driveway Construction and Maintenance.** The Licensee shall construct the Driveway in accordance with the "Permits for the Construction of Driveways and Culverts on County Easements and Right of Ways in Fort Bend County, Texas" (the "Driveway Regulations") concerning culvert size, materials, and placement. Prior to constructing the Driveway, Licensee shall submit all plans and specifications for the Driveway to the Fort Bend County Engineer ("County Engineer") for review and approval. No such construction work for the Driveway shall be permitted until Licensee's plans and specifications for the same are approved by the County Engineer. Upon completion of the Driveway, Licensee shall be responsible for its perpetual maintenance and repair.

3. **Improvements to the Struck-Off Road.** The Licensee, at its own cost and expense, may construct, repair, and maintain the Struck-Off Road, but only upon the prior written approval of the County Engineer. Prior to commencing any such construction, repair, or maintenance work, the Licensee shall submit all plans and specifications to the County for review and approval. The Licensee shall be responsible for the routine repair and maintenance of any improvements made by Licensee to the Struck-Off Road.

4. **Restriction on Improvements and Use.** Except for the Driveway expressly authorized under this Agreement and routine maintenance and repair of the Struck-Off Road approved by the County Engineer, Licensee shall not construct, install, place, or permit any other improvements, structures, utilities, paving expansions, drainage modifications, fencing, landscaping, signage, or obstructions within the Struck-Off Road. Licensee shall not alter the general alignment, grade, width, drainage patterns, or character of the Struck-Off Road except as expressly approved in writing by the County Engineer for maintenance purposes. All maintenance and repair work performed by Licensee shall preserve the Struck-Off Road in substantially its existing condition and shall not constitute reconstruction, expansion, or development of the Struck-Off Road.

5. **Inspection.** County shall have the right to inspect any work performed on the Driveway and the Struck-Off Road by Licensee under this Agreement, at any time and without prior notice to Licensee.

6. **Term.** This Agreement shall become effective upon the date signed by the last party hereto and shall remain in effect until the County, acting pursuant to the Texas Tax Code, sells or otherwise transfers the Struck-Off Road, accepts the Struck-Off Road into the County Road Maintenance System, or upon County's written notice of termination of this Agreement to Licensee.

7. **Termination.** County may terminate this Agreement at any time, with or without cause, upon prior written notice to Licensee. Upon termination, Licensee shall cease all use of the Struck-Off Road as required by County. At County's request, Licensee shall, at Licensee's sole cost and expense, remove any unauthorized improvements constructed within the Struck-Off Road and restore the affected portions of the Struck-Off Road to substantially the same condition existing prior to such work, reasonable wear and approved maintenance excepted. Notwithstanding the foregoing, County may permit the Driveway and any approved maintenance or repair work to remain in place if County determines that such improvements preserve the Struck-Off Road in its existing condition and do not interfere with County's management, maintenance, transfer, sale, or future use of the Struck-Off Road. Termination of this Agreement shall not relieve Licensee of any obligations accrued prior to termination, including obligations relating to maintenance, repair, indemnification, or restoration.

8. **Notice.** Any and all notices required or permitted under this Agreement shall be in writing and shall be properly addressed and sent via personal delivery, US first class postage prepaid, registered or certified mail, return receipt requested, Federal Express, Express Mail, or other overnight delivery service as follows:

If to County:
Fort Bend County Engineering Department
Attn: County Engineer
301 Jackson St., 4th Floor
Richmond, Texas 77469

If to City:
Israel Perez
3603 Kansas St.
Fresno, Texas 77545

9. **Indemnification and Insurance. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AND ITS OFFICERS, AGENTS, EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, AND EXPENSES, INCLUDING COURT COSTS AND REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR RELATED TO LICENSEE'S ACTIVITIES UNDER THIS AGREEMENT. LICENSEE SHALL PROCURE AND MAINTAIN LIABILITY INSURANCE WITH COVERAGE FOR PERSONAL INJURIES AND PROPERTY DAMAGE WITH LIMITS OF LIABILITY OF NOT LESS THAN ONE MILLION AND 00/100 DOLLARS ($1,000,000.00) COVERING ANY IMPROVEMENTS LICENSEE MAKES TO THE STRUCK-OFF ROAD AND FURNISH A CERTIFICATE OF INSURANCE FOR THE SAME SHOWING COUNTY AS AN ADDITIONAL INSURED.**

10. **Acknowledgment.** County makes no representations or warranties with respect to the existing condition of (or future improvements and maintenance of) the Struck-Off Road. Licensee waives on behalf of itself, and its successors and assigns, any rights to request that County make any improvements to and/or provide any maintenance of either the Driveway or the Struck-Off-Road. Further, nothing in this Agreement shall be construed as obligating the County to maintain or repair the Struck-Off Road or accept said road into the County Road Maintenance System.

11. **Assignment**. The Licensee may not transfer or assign any of its rights or obligations under this Agreement without the prior written consent of the County. Any attempted assignment by the Licensee without such written consent shall be null and void. Additionally, sublicensing under this Agreement is strictly prohibited.

12. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the parties 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 both Parties.

13. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either party to this Agreement shall be considered a waiver or surrender of County's governmental powers or immunity under the Texas Constitution or the laws of the State of Texas.

14. **Benefit.** This Agreement shall be for the sole and exclusive benefit of County and Licensee and shall not be construed to confer any benefit or right upon any other party.

15. **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.

16. **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.

17. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each having equal force and effect of an original.

SIGNED and **ENTERED** this _____ day of _____, 2026.

FORT BEND COUNTY, TEXAS

By:_____

Name: Daniel Wong

Title: County Judge

ATTEST:

_____
LAURA RICHARD, COUNTY CLERK

LICENSEE:

By: Israel Perez
Israel Perez

Acknowledgment

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 21st day of August, 2026, by Israel Perez.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Jelfry Gutierrez
My Commission Expires
12/8/2029
Notary ID133480366