

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**ORDER AUTHORIZING RIGHT OF ENTRY AGREEMENT TO CONSTRUCT  
ROADWAY**

On this 26 day of September, 2017, the Commissioners Court of Fort Bend County, Texas, being convened at a regular meeting of the Court, sitting as the governing body of Fort Bend County, upon motion of Commissioner Morales, seconded by Commissioner Prestage, duly put and carried, IT IS HEREBY ORDERED that:

The County Attorney is hereby authorized to negotiate a Right of Entry Agreement to Construct Roadway in the matter of:

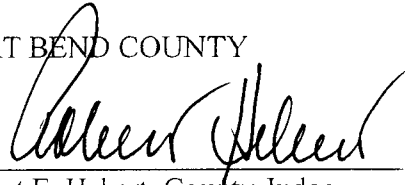
**17-CCV-060064 – State of Texas and Fort Bend County, Texas v Dreamestate Group, LLC, Comerica Bank successor by merger with Sterling Bank, Fort Bend County Drainage District, Fort Bend County General Fund, Lamar Consolidated Independent School District, West Fort Bend Management District and City of Rosenberg, Texas; FM 762/FM 2759 (Crabb River Road); Parcel 3; Mobility Bond Project No. X28; Precinct 1**

The County Attorney is further authorized to offer the appraised value of \$79,299.00 for the Right of Entry Agreement to Construct Roadway with full credit for the amount paid out of any award or judgment entered by the Court.

The County Attorney's Office is hereby authorized to execute and deliver a Right of Entry Agreement to Construct Roadway in the above-referenced case.

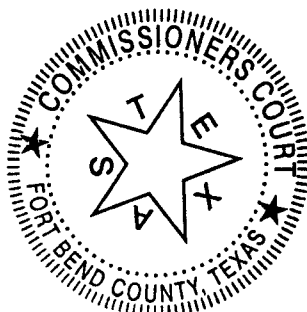
Funds will be charged to Fund: **100685888 64500 p685-13rowpurch.**

FORT BEND COUNTY

  
Robert E. Hebert, County Judge

ATTEST:

  
\_\_\_\_\_  
Laura Richard, County Clerk



**RIGHT OF ENTRY AGREEMENT  
TO CONSTRUCT ROADWAY**

STATE OF TEXAS                   §  
  §  
COUNTY OF FORT BEND       §

THIS Right of Entry Agreement to Construct Roadway (this "Agreement") is entered into by and between Dreamestate Group LLC, (Grantor), the State of Texas and Fort Bend County, Texas a political subdivision of the State of Texas (the "County").

**RECITALS**

1. Grantor, Dreamestate Group LLC is the owner of certain real property located in Fort Bend County, Texas, which real property includes the subject 1.46 acre tract of land situated in the Joseph Kuykendall Survey, Abstract No. 49, Fort Bend County, Texas described by metes and bounds and shown on Exhibit A attached hereto and made a part hereof (the "Property").
2. The State of Texas and Fort Bend County have initiated a condemnation lawsuit styled Cause #17-CCV-060064 – State of Texas and Fort Bend County, Texas v. Dreamestate Group LLC, Comerica Bank, successor by merger with Sterling Bank, Fort Bend County Drainage District, Fort Bend County General Fund, Lamar Consolidated Independent School District West Fort Bend Management District, and City of Rosenberg, Texas in order to acquire the Property for road right of way purposes (the "Facilities").

**STIPULATIONS**

3) Grantors, have agreed to grant the State of Texas and Fort Bend County a Right of Entry to construct the Crabb River Road/FM762 – FM 2759 Mobility Project, Section 1 ("Project") on land owned by them and which is the subject of the above styled lawsuit under the following conditions:

- A) The State of Texas and Fort Bend County will pay to Grantors the County appraised amount of \$79,299.00 for a right to enter the property and begin construction of the Project.

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- B) The State of Texas and Fort Bend County will receive from Grantors the Right to Enter upon the Property with the corresponding Right to Construct upon the Property the Project.
- C) The State of Texas and Fort Bend County agree not to seek or commission an appraisal of the property of an amount less than the \$79,299.00 in their current appraisal.
- D) The parties will use their best efforts to reset the Special Commissioners Hearing at a mutually agreeable date as soon as possible after November 11, 2017.
- E) The State of Texas and Fort Bend County will receive from Grantors full credit for the \$79,299.00 paid hereunder toward any Special Commissioners Hearing Award, trial judgment, appellate judgment or settlement of the pending lawsuit cited herein.
- F) The Parties agree that the "date of take", for purposes of the pending lawsuit, will be the date that Grantor's Counsel receives a check in the amount of \$79,299.00 payable to Grantor and lienholder.
- G) The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances or that proper releases will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor 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, claims or encumbrances affecting the Property.

4) This agreement is made subject to and is conditioned upon approval by the Fort Bend County Commissioners Court.

5) The State of Texas and Fort Bend County desire to enter upon Grantors' property within the immediate future, for the purpose of constructing roadway facilities, and accordingly, desire to acquire from Grantor a right of entry for construction purposes across, along, under, over, and upon the property.

#### AGREEMENTS

- A) Grantors grant the State of Texas and Fort Bend County and their designated agents, contractors, and representatives, the right to enter upon the Property for the stated purpose and purposes of constructing roadway facilities upon the Property for the Project.
- B) The State of Texas and Fort Bend County will pay to Grantors the County's appraised amount of \$79,299.00 for a right to enter the property and begin construction of the Project.

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- C) By this Agreement, the State of Texas and Fort Bend County receives from Grantors the Right to Enter upon the Property with the corresponding Right to Construct upon the Property the Project immediately upon execution of this document.
  - D) The State of Texas and Fort Bend County agrees not to seek or commission an appraisal on the Property of an amount less than the \$79,299.00 in its current appraisal.
  - E) The parties will use their best efforts to reset the Special Commissioners Hearing on a mutually agreeable date as soon as possible.
  - F) By this Agreement, The State of Texas and Fort Bend County will receive from Grantors full credit for the \$79,299.00 paid hereunder toward any Special Commissioners Hearing Award, trial judgment, appellate judgment or settlement of the pending lawsuit cited herein.
  - G) The Parties agree that the "date of take", for purposes of the pending lawsuit, will be the date Grantor's Counsel receives a check payable to Grantor in the amount of \$79,299.00.
  - H) Grantors do hereby grant to the State of Texas and Fort Bend County and their designated agents, contractors and representatives, the right to enter upon and use the Property for the purpose of constructing the Road Way Facilities thereon, and the right to perform any and all acts necessary, prudent, or advisable to construct the Facilities, immediately upon execution of this document.
  - I) The State of Texas and Fort Bend County and/or their designated agents shall enter the Property in its present, **AS IS** condition with **ALL FAULTS** and shall enter at its and its designated agents' sole risk.
  - J) The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances or that proper releases will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor 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, claims or encumbrances affecting the Property.
- 6) This Agreement is made prior to the execution of formal legal documents in order to avoid a delay in the commencement of work on the Facilities, and in no way shall jeopardize Grantor's right to receive just compensation for any interest in land and existing improvements as of the date of this agreement, and Grantor does not waive any rights it may have under the laws of the State of Texas.
- 7) The County shall proceed with acquisition of the Property with all deliberate speed and due diligence.

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EXECUTED this 11<sup>th</sup> day of SEPTEMBER, 2017, by Grantor.

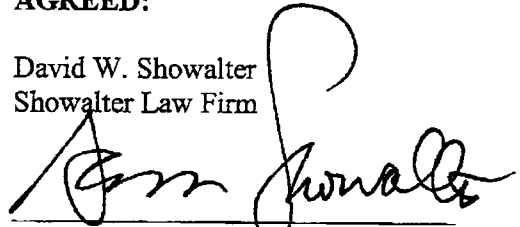
**AGREED:**

Roy L. Cordes, Jr.  
Fort Bend County Attorney

\_\_\_\_\_  
Kevin Hedges  
Assistant County Attorney  
State Bar #09370100  
[Kevin.hedges@fortbendcountytexas.gov](mailto:Kevin.hedges@fortbendcountytexas.gov)  
401 Jackson, Third Floor  
Richmond, TX 77469  
281-341-4555 281-341-4557 (fax)

**AGREED:**

David W. Showalter  
Showalter Law Firm

  
\_\_\_\_\_  
David W. Showalter  
State Bar # 18306500  
1117 FM 359, Suite 200  
Richmond, TX 77406  
281 341 5577  
Attorney for Grantors  
Dreamestate Group LLC

**AGREED AND ACKNOWLEDGED:**

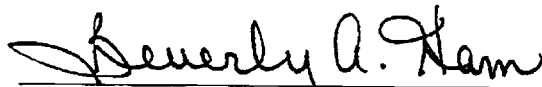
Dreamestate Group LLC

By: 

9.11.2017  
DATE

Its: Attorney

SWORN TO and SUBSCRIBED before me by DAVID W. SHOWALTER, known to me to be the person whose signature appears above, on this 11<sup>th</sup> day of September, 2017.

  
\_\_\_\_\_  
Notary Public In and For The  
State of Texas

