



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 Delta Real Estate 12, L.P., a Texas limited partnership, (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 Cottonwood School 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, 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 30th day of OCTOBER, 2020.

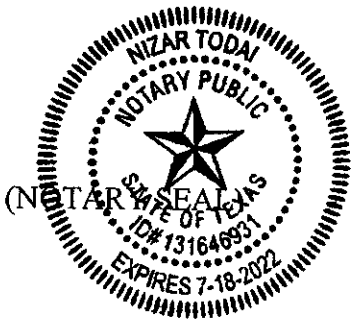
Delta Real Estate 12, L.P.,
a Texas limited partnership

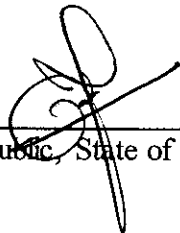
By: 

NAZARALI MOMIN, PRESIDENT
Name, Title

THE STATE OF TEXAS §
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COUNTY OF FORT BEND §

This instrument was acknowledged before me on this 30th day of OCTOBER, 2020, by NAZARALI MOMIN, PRESIDENT, on behalf of Delta Real Estate 12, L.P.




Notary Public, State of Texas

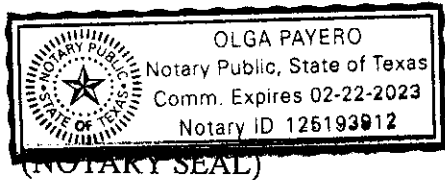
AGREED to and ACCEPTED on this the 5 day of January, 2021.

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

By: *KP George*
KP George, County Judge

THE STATE OF TEXAS §
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D.P. ~~2020~~ 2021 This instrument was acknowledged before me on this 5 day of January, 2020, 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.



Olga Payero
Notary Public, State of Texas

EXHIBIT A

State of Texas
County of Fort Bend

**Acquisition for Roadway
DESCRIPTION of 1.050 Acre Tract**

Being 1.050 acres of land situated in the T.F. Carr Survey, Abstract No. 613, Fort Bend County Texas, being a portion of a called 281.0946 acre tract described in deed to Delta Real Estate 12, L.P., as recorded in Fort Bend County Clerk's File No. (FBCCF) 2005149234 and being more particularly described by metes and bounds as follows with all bearings referenced to the Texas Coordinate System of 1983, South Central Zone 4204, coordinates shown herein are grid and may be converted to surface by dividing by a combined scale factor of 0.99986826396:

COMMENCING at a 1 inch iron pipe found, being the most westerly cut back corner at the intersection of the apparent northwest right-of-way line of Cottonwood School Road (variable width right-of-way, assumed prescriptive rights), and the apparent northeast right-of-way line of Cottonwood Church Road, and being the northernmost corner of the southwest cutback corner of said called 281.0946 acre tract, from which a 5/8 inch iron rod found capped bears North 48°31'18" West, a distance of 1325.93 feet;

THENCE North 72°08'14" East, along said cutback corner, a distance of 203.90 feet to a 5/8 inch iron rod found capped, being in the apparent northwest right-of-way line of said Cottonwood School Road;

THENCE along the apparent northwest right-of-way line of said Cottonwood School Road, in common with the southeast line of said called 281.0946 acre tract the following courses and distances:

North 42°44'52" East, a distance of 757.07 feet to a point;

North 54°58'17" East, a distance of 262.40 feet to a 5/8 inch iron rod found capped;

North 50°34'28" East, a distance of 266.55 feet to the **POINT OF BEGINNING**, having grid coordinates(X = 2,974,441.47, Y = 13,749,589.73), being in the apparent northwest right-of-way line of said Cottonwood School Road, in common with the southeast line of said called 281.0946 acre tract, and being the southernmost southeast corner of the herein described tract;

THENCE North 46°27'27" West, through said 281.0946 acre tract, a distance of 11.33 feet to a 5/8 inch iron rod capped 'Amani' set, being the southwest corner of the herein described tract;

THENCE North 43°32'33" East, a distance of 2458.86 feet to a 5/8 inch iron rod capped 'Amani' set, being the northwest corner of the herein described tract;

THENCE South 46°27'27" East, a distance of 15.59 feet to a 5/8 inch iron rod capped 'Amani' set, being in the apparent northwest right-of-way line of said Cottonwood School Road, in common with the southeast line of said called 281.0946 acre tract, and being the northeast corner of the herein described tract, from which a 5/8 inch iron rod found capped bears North 43°17'55" East, a distance of 1735.88 feet;

State of Texas
County of Fort Bend

THENCE along the apparent northwest right-of-way line of said Cottonwood School Road, in common with the southeast line of said 281.0946 acre tract the following courses and distances:

South 43°17'55" West, a distance of 1522.81 feet to a 5/8 inch iron rod capped 'Amani' set,

South 44°00'28" West, a distance of 908.81 feet to a 5/8 inch iron rod capped 'Amani' set,

South 50°34'28" West, a distance of 27.49 feet to the **POINT OF BEGINNING** as surveyed by Amani Engineering on June 11, 2019, and containing 1.050 acres of land.

This legal description is accompanied by a plat of even date.

This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A Condition II Survey.

William H. Reimer III 04-02-2019

William H. Reimer III
R.P.L.S. No. 4044
Amani Engineering, Inc.
8303 Southwest Freeway Ste. 600
Houston, Texas 77074
Tel 713.270.5700
TBPLS Firm No. 10028200

Date



H.&T.C.R.R. CO. SURVEY
ABSTRACT NO. 212

CALLED 33.78 ACRE TRACT
RAYMOND C. MEYER
F.B.C.C.F. NO. 1965293005

CALLED 33 ACRE TRACT
RAYMOND C. MEYER
F.B.C.C.F. NO. 1965293008

REMAINDER OF
CALLED 281.0846 ACRE TRACT
DELTA REAL ESTATE 12, L.P.
F.B.C.C.F. NO. 2005149234

ACQUISITION FOR
ROADWAY
(SEE INSET)

COTTONWOOD CHURCH ROAD

N48° 31' 18"W 1325.93'

POC
1" IRON PIPE FOUND
GRID X=2973312.91
GRID Y=13748651.46

T.F. CARR SURVEY
ABSTRACT NO. 613

POB
5/8" IRON ROD CAPPED 'AMANI' SET
GRID X=2974441.47
GRID Y=13749589.73

COTTONWOOD SCHOOL ROAD (VARIABLE WIDTH R.O.W.) (ASSUMED PRESCRIPTIVE RIGHTS)

APPROXIMATE L₁
N43° 1'

APPROXIMATE LOCATION OF ABSTRACT LINE

J. HUGHES SURVEY
ABSTRACT NO. 197

APPROXIMATE LOCATION OF ABSTRACT LINE

LEGEND:

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- ESMT EASEMENT
- 5/8" IRON ROD WITH CAP
- 5/8" IRON ROD FOUND CAPPED (UNLESS OTHERWISE NOTED)
- ⊙ IRON PIPE FOUND

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Laura Richard, County Clerk
Fort Bend County Texas

January 07, 2021 01:47:40 PM



FEE: \$0.00 DP2

2021003092

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2020-697286

Date Filed:
 12/09/2020

Date Acknowledged:
 01/06/2021

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Delta Realestate 12 L.P.
 Stafford, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Fort Bend County, Bamore Road Project

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 17105
 Bamore ROW Project Parcel10

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)