

THE STATE OF TEXAS                   §

COUNTY OF FORT BEND               §

**ORDER AUTHORIZING PURCHASE OF LAND IN LIEU OF CONDEMNATION**

On this 5<sup>th</sup> day of April, 2022, 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, second by Commissioner Meyers, duly put and carried, IT IS HEREBY ORDERED that:

The County Attorney and/or her designee are authorized to accept the landowners' written offer to sell certain of their real property situated in Fort Bend County for cash and other agreed consideration in lieu of condemnation, and to thereby discharge the County's Constitutional obligation to pay just compensation for the taking of certain Property for public use, including any and all damages or alleged damages to the landowners' remainder property, general damages, expenses, fees, cost to cure and/or other costs incurred or to be incurred by the landowners (Sara and Clark Blair and/or their agents, successors or assigns) pertaining to such Property. The parcel being acquired in fee and a second parcel being acquired for certain easement purposes are more fully identified by metes and bounds in Exhibits "A" and "B," respectively, attached to this Order and are incorporated herein by reference. The landowners' remainder property adjacent to both parcels will be identified as the residue of Fort Bend County Tax Assessor Collector Parcel No. R464907 as currently designated.

The County Judge and/or the County Attorney and/or their designee(s) are hereby authorized to execute, countersign, and deliver any and all associated acceptance documents, pleadings, and related instruments necessary to effectuate such purchase in full and final settlement of all matters related thereto and the County Clerk is authorized to record such documents at no charge in the Official Real Property records of Fort Bend County.

The cash consideration amount approved by this Order is ONE HUNDRED THIRTY TWO THOUSAND AND ZERO CENTS (\$132,000.00).

By countersigning the landowners' offer letter of April 5, 2022 ( Exhibit "1" hereto, without attachments) under the authority of this Order, the County binds itself to perform the covenants and agreements contained in such countersigned letter, and agrees that such covenants and agreements  
04/07/2022 Original (i) and (e) sent to Becky Ivy, County Attorney

survive the execution and delivery of the proposed Warranty Deed and the proposed Easement Agreement attached hereto.

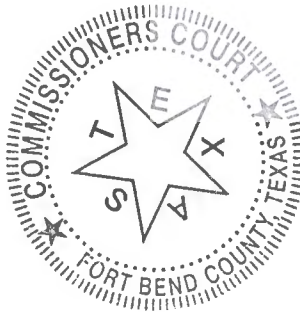
Settlement funds will be charged to  
Funding Account # 774622888 64600 P622-18MCCRARY 23600 Project Number 17313x

FORT BEND COUNTY

  
\_\_\_\_\_  
KP George, County Judge

ATTEST:

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



# **EXHIBIT**

## **A**

Parcel 15  
McCrary Rd. Improvement Project #173133

Being a 0.7081-acre (30,844 square foot) parcel of land situated in the Knight & White Survey, A-46, Fort Bend County, Texas, and being out of that certain called 3.750-acre tract of land conveyed to Sara Ann Blair and Clark Blair (hereinafter referred to as the "Parent Tract") as recorded under Fort Bend County Clerk's File No. 2017011128 in the Official Public Records of Fort Bend County, Texas and being more particularly described as follows with the bearings shown here on being based on the Texas Coordinate System, South Central Zone 4204, NAD-83 (2011 adj.), the coordinates shown hereon are grid and may be converted to surface by multiplying by the combined scale factor of 1.000121864, all distances are surface:

COMMENCING (N=13,795,480.52, E=2,993,793.56) at a 5/8-inch iron rod found in the west line of a called 1.234-acre tract of land conveyed to Sara Ann Blair and Clark Blair, as recorded under Fort Bend County Clerk's File No. 2017025261 in the Official Public Records of Fort Bend County, Texas, and in the occupied north right-of-way line of Brandt Road (width varies);

THENCE North 89° 10' 00" East, a distance of 22.37 feet, with the occupied north line of said Brandt Road to a 5/8-inch iron rod with cap stamped "WEISSER ENG. HOUSTON, TX" set in the east line of said 1.234-acre tract, in the west line of said 3.750-acre tract, for the southwest corner and POINT OF BEGINNING of the herein described parcel, said point having a grid coordinate of N=13,795,480.84, E=2,993,815.92;

THENCE North 02° 15' 19" West, a distance of 15.59 feet, with the west line of said 3.750-acre tract to a 5/8-inch iron rod with cap stamped "WEISSER ENG. HOUSTON, TX" set in the proposed north right-of-way line of said Brandt Road and for the most southerly northwest corner of said tract herein described;

THENCE North 87° 10' 57" East, a distance of 327.81 feet, with the proposed north right-of-way line of said Brandt Road to a 5/8-inch iron rod with cap stamped "WEISSER ENG. HOUSTON, TX" set in the proposed west right-of-way line of McCrary Road (width varies) and for a corner of said tract herein described;

THENCE North 02° 10' 49" West, a distance of 47.59 feet, over and across said 3.750-acre tract to a 5/8-inch iron rod with cap stamped "WEISSER ENG. HOUSTON, TX" set in the proposed north right-of-way line of said Brandt Road and for the most northerly northwest corner of said tract herein described;

THENCE North 88° 05' 14" East, a distance of 57.28 feet, to a 5/8-inch iron rod with cap stamped "WEISSER ENG. HOUSTON, TX" set in the occupied west right-of-way line of said McCrary Road and for an angle point of said tract herein described;

THENCE North 89° 12' 54" East, a distance of 58.47 feet, to a 5/8-inch iron rod with cap stamped "WEISSER ENG. HOUSTON, TX" set in the east line of said 3.750-acre tract,

in the west line of the residue of a called 11.873-acre tract of land conveyed to Ventana Development McCrary, LTD., as recorded under Fort Bend County Clerk's File No. 2014097257 in the Official Public Records of Fort Bend County, Texas, in the occupied east right-of-way line of said McCrary Road and for the northeast corner of said tract herein described;

THENCE South 00° 47' 06" East, a distance of 101.08 feet, with the west line of a said 11.873-acre tract and the east line of said 3.750-acre tract to a point for the southeast corner of said 3.750-acre tract and the southeast corner of said tract herein described;

THENCE South 86° 50' 14" West, a distance of 441.05 feet, with the south line of said 3.750-acre tract and with the north line of a called 10.002-acre tract of land conveyed to Jalal I. Halawa and Eman J. Halawa, as recorded under Fort Bend County Clerk's File No. 2006157783 in the Official Public Records of Fort Bend County, Texas;

THENCE North 89° 12' 54" East, a distance of 43.47 feet to the POINT OF BEGINNING and containing 0.7081 acre (30,844 square feet) of land of which 0.2965 acres (12,915 square feet) is within the existing right-of-way of Brandt Road as occupied on the ground and of which 0.1377 acres (6,000 square feet) is within the existing right-of-way of McCrary Road as occupied on the ground.

See Attached Parcel Plat (3 pages)



PARENT TRACT INSET

FND. 5/8" I.R.

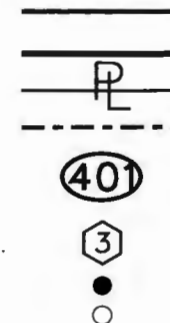
N.T.S.

# CONVENTIONAL SIGNS:

EXISTING RIGHT-OF-WAY LINE  
 PROPOSED RIGHT-OF-WAY LINE  
 PROPERTY LINE  
 SURVEY LINE

DENOTES PARCEL No.

DENOTES BEARING AND DISTANCE NOTE No.  
 SET (AS INDICATED)  
 FOUND (AS INDICATED)



POB  
 PARCEL 15

POC  
 PARCEL 15  
 FND. 5/8" I.R.

BRANDT ROAD

N 89° 10' 00" E-22.37'

FND. 5/8" I.R.

## LEGEND:

C.F. NO. =CLERK'S FILE NUMBER  
 F.C. NO. =FILM CODE NUMBER  
 O.P.R.F.B.C. =OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY  
 F.B.C.P.R. =FORT BEND COUNTY PLAT RECORDS  
 F.B.C.D.R. =FORT BEND COUNTY DEED RECORDS  
 F.B.C.C.R. =FORT BEND COUNTY COURT RECORDS  
 F.B.C.D.C.R. =FORT BEND COUNTY DISTRICT COURT RECORDS


EXHIBIT B

## NOTES:

1. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.
2. ALL COORDINATES AND BEARINGS SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), (NAD83, CORS, 2011 ADJUSTMENT. ALL COORDINATES SHOWN ARE GRID AND MAY BE CONVERTED TO SURFACE BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 1.000121864, ALL DISTANCES ARE SURFACE.



SHEET 3 OF 5

EXIST. ACRES	AREA WITHIN EXISTING R.O.W. AS OCCUPIED	AREA OF PROPOSED ADDITIONAL R.O.W.
3.750	0.4342 AC 18,915 SF	0.2739 AC 11,929 SF
TOTAL TAKING AC/SF		REMAINING
0.7081 AC 30,844 SF		3.0419
 <b>WEISSER Engineering Co.</b> 19500 Park Row, Suite 100 Houston, Texas 77084 (281) 579 - 7300 TBPLS Firm Reg No. 100518-00		
PARCEL PLAT SHOWING PARCEL 15 McCRARY ROAD, FORT BEND COUNTY, TEXAS		
DATE: 01/2019	SCALE: N.T.S.	JOB No.: IC077
RCSJ No.:		DWG. No.: P-15-01

# KNIGHT & WHITE SURVEY

A-46

P.O.C.  
PARCEL 15  
FND. 5/8" I.R.  
N=13,795,480.52  
E= 2,993,793.56

SCALE IN FEET  
0 25 50  
1 INCH = 50 FEET

9+00 BASELINE

N 89° 10' 00" E-22.37'

P.O.B.  
PARCEL 15  
SET 5/8" I.R.W/CAP  
N=13,795,480.84  
E= 2,993,815.92  
S/O = 10+06.99  
21.64' LT.

N 02° 15' 19" W-15.59'

CALLED 10.002 ACRES  
JALAL I. HALAWA AND  
EMAN J. HALAWA  
FILE NO. 2006157783  
O.P.R.F.B.C.

10+00  
BRANDT ROAD 11+00  
S 86° 50' 14" W-441.05'

(15)

CALLLED 3.750 ACRES  
SARA ANN BLAIR  
AND CLARK BLAIR  
FILE NO. 2017011128  
O.P.R.F.B.C.

PROPOSED R.O.W.

CALLLED 1.234 ACRES  
SARA ANN BLAIR AND CLARK BLAIR  
FILE NO. 2017025261  
O.P.R.F.B.C.

EXIST. R.O.W. LINE SHOWN AS OCCUPIED  
OR FROM MONUMENTATION

MATCH LINE SEE SHEET 5



WEISSER  
Engineering Co.

19500 Park Row, Suite 100  
Houston, Texas 77084  
(281) 579 - 7300  
TBPLS Firm Reg No. 100518-00

PARCEL PLAT SHOWING

PARCEL 15

McCRARY ROAD, FORT BEND COUNTY, TEXAS

DATE: 01/2019

SCALE: 1" = 50'

JOB No.: IC077

RCSJ No.:

DWG. No.: P-15-02

SHEET 4 OF 5

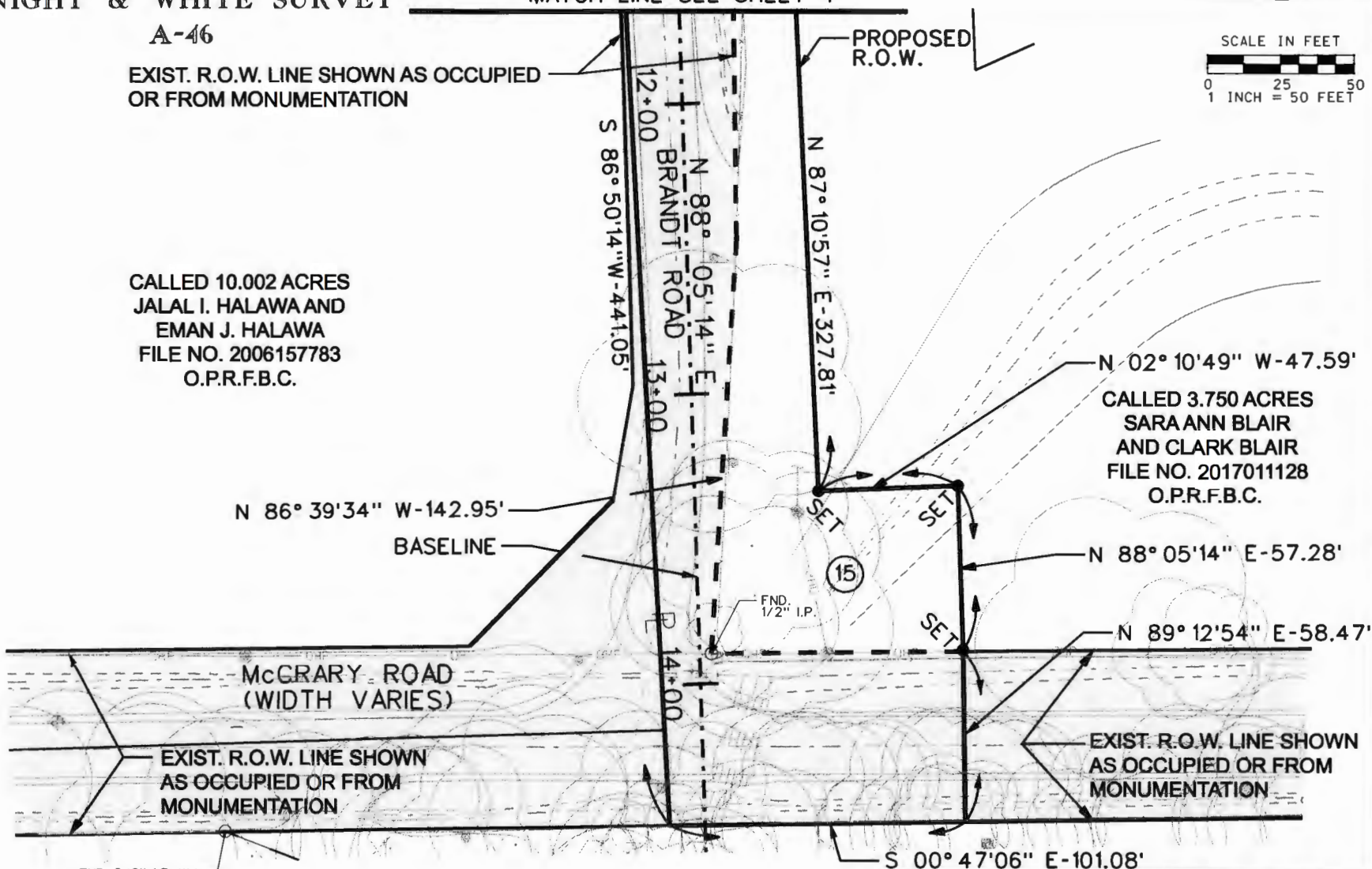
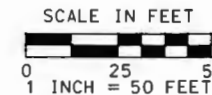
# KNIGHT & WHITE SURVEY

MATCH LINE SEE SHEET 4

A-46

EXIST. R.O.W. LINE SHOWN AS OCCUPIED  
OR FROM MONUMENTATION

CALLED 10.002 ACRES  
JALAL I. HALAWA AND  
EMAN J. HALAWA  
FILE NO. 2006157783  
O.P.R.F.B.C.



FND. 5/8" I.R. W/  
CAP STAMPED  
"LJA ENG."



**WEISSER  
Engineering Co.**

19500 Park Row, Suite 100  
Houston, Texas 77084  
(281) 579 - 7300  
TBPLS Firm Reg No. 100518-00

PARCEL PLAT SHOWING

PARCEL 15

McCRARY ROAD, FORT BEND COUNTY, TEXAS

DATE: 01/2019

SCALE: 1" = 50'

JOB No.: IC077

RCSJ No.:

DWG. No.: P-15-03



# **EXHIBIT**

## **B**

## EASEMENT TRACT

Being a 0.3504-acre (15,263 square feet) parcel of land (hereinbefore referenced as the "Easement Tract") situated in the Knight & White Survey, A-46, Fort Bend County, Texas, and currently burdened with a prescriptive right in favor of the Public for right-of-way purposes, such Easement Tract being part of that certain called 3.750-acre tract of land conveyed to Sara Ann Blair and Clark Blair, as recorded under Fort Bend County Clerk's File No. 2017011128 in the Official Public Records of Fort Bend County, Texas and being more particularly described as follows with the bearings shown here on being based on the Texas Coordinate System, South Central Zone 4204, NAD-83 (2011 adj.). The coordinates identified are grid and may be converted to surface by multiplying by the combined scale factor of 1.000121864; all distances are surface:

COMMENCING (N=13,795,480.52, E=2,993,793.56) at a 5/8-inch iron rod found in the west line of a called 1.234-acre tract of land conveyed to Sara Ann Blair and Clark Blair, as recorded under Fort Bend County Clerk's File No. 017025261 in the Official Public Records of Fort Bend County, Texas, and in the occupied north right-of-way line of Brandt Road (width varies);

THENCE South 02° 15' 19" East, a distance of 44.38 feet, to a point for the southwest corner of said 1.234-acre tract, in said Brandt Road and in the north line of a called 10.002-acre tract of land conveyed to Jalal I. Halawa and Eman J. Halawa, as recorded under Fort Bend County Clerk's File No. 2006157783 in the Official Public Records of Fort Bend County, Texas;

THENCE North 86° 50' 14" East, a distance of 22.36 feet, over and across said Brandt Road, with a south line of said 1.234-acre tract and with the north line of said 10.002-acre tract to a set 5/8 inch iron rod for the southeast corner of said 1.234-acre tract, said point having a grid coordinate of N=13,795,437.41, E=2,993,817.63;

THENCE North 02° 15' 19" West, a distance of 59.06 feet, with the east line of said 1.234-acre tract and the west line of said 3.750-acre tract to a 5/8-inch iron rod with cap stamped "WEISSER ENG. HOUSTON, TX" set in the proposed north right-of-way line of said Brandt Road.

THENCE North 87° 10' 57" East, a distance of 327.81 feet, over and across said 3.750-acre tract and with the proposed north right-of-way line of said Brandt Road to a 5/8-inch iron rod with cap stamped "WEISSER ENG. HOUSTON, TX" set in the proposed west right-of-way line of McCrary Road (width varies);

THENCE North 02° 10' 49" West, a distance of 47.59 feet, over and across said 3.750-acre tract to a 5/8-inch iron rod with cap stamped "WEISSER ENG. HOUSTON, TX" set in the proposed north right-of-way line of said Brandt Road;

THENCE North 88° 05' 14" East, a distance of 57.28 feet, to a 5/8-inch iron rod with cap stamped "WEISSER ENG. HOUSTON, TX" set in the currently occupied west right-of-way line of said McCrary Road and for the southwest corner and POINT OF BEGINNING of the herein described Easement Tract;

THENCE North 00° 30' 05" West, a distance of 264.36 feet, with the currently occupied west right-of-way line of said McCrary Road to a 5/8-inch iron rod with cap stamped "WEISSER ENG. HOUSTON, TX" set for a northwest corner of said Easement Tract herein described;

THENCE North 89° 54' 23" East, a distance of 57.16 feet, to a 5/8-inch iron rod with cap stamped "WEISSER ENG. HOUSTON, TX" set in the east line of said 3.750-acre tract, in the west line of the residue of a called 11.873-acre tract of land conveyed to Ventana Development McCrary, LTD., as recorded under Fort Bend County Clerk's File No. 2014097257 in the Official Public Records of Fort Bend County, Texas, in the currently occupied east right-of-way line of said McCrary Road and for the northeast corner of said Easement Tract herein described;

THENCE South 00° 47' 06" East, a distance of 262.94 feet, with the west line of the said 11.873-acre tract and the east line of said 3.750-acre tract to a point for the southeast corner of said Easement Tract herein described;

THENCE South 89° 12' 54" West, a distance of 58.47 feet, across the currently occupied right-of-way of said McCrary Road to the POINT OF BEGINNING and forming the south line of said Easement Tract herein described, and containing 0.3504-acre (15,263 square feet) of land, all of which such 0.3504-acre (15,263 square feet) is within the currently existing right-of-way of McCrary Road as occupied on the ground.

See Attached Parcel Plat (2 pages)

# KNIGHT & WHITE SURVEY

A-46

P.O.C.  
PARCEL 15  
FND. 5/8" I.R.  
N=13,795,480.52  
E= 2,993,793.56

SCALE IN FEET  
0 25 50  
1 INCH = 50 FEET

**NEW POINT OF COMMENCEMENT  
EASEMENT TRACT**

S 02° 15' 19" E-44.38'  
N 86° 50' 14" E-22.36'

P.O.B.  
PARCEL 15  
SET 5/8" I.R. W/CAP  
N=13,795,437.41  
E= 2,993,817.63  
S/O = 10+07.25  
21.83' RT.

**CALLLED 10.002 ACRES  
JALAL I. HALAWA AND  
EMAN J. HALAWA  
FILE NO. 2006157783  
O.P.R.F.B.C.**

**EXIST. R.O.W. LINE SHOWN AS OCCUPIED  
OR FROM MONUMENTATION**

9+00  
BASELINE  
N 88° 05' 14" E

10+00  
BRANDT ROAD 11+00  
S 86° 50' 14" W-441.05'

N 02° 15' 19" W-59.06'

SET

PROPOSED R.O.W.

**CALLLED 3.750 ACRES  
SARA ANN BLAIR  
AND CLARK BLAIR  
FILE NO. 2017011128  
O.P.R.F.B.C.**

N 87° 10' 57" E-327.81'

MATCH LINE SEE SHEET 5



**WEISSER  
Engineering Co.**

19500 Park Row, Suite 100  
Houston, Texas 77084  
(281) 579 - 7300  
TBPLS Firm Reg No. 100518-00

PARCEL PLAT SHOWING  
PARCEL 15  
McCrary Road, Fort Bend County, Texas

DATE: 01/2019	SCALE: 1" = 50'	JOB No.: IC077
RCSJ No.:		DWG. No.: P-15-02

SHEET 4 OF 5



MATCH LINE SEE SHEET 4

**KNIGHT &  
WHITE SURVEY  
A-46**

CALLLED 10.002 ACRES  
JALAL I. HALAWA AND  
EMAN J. HALAWA  
FILE NO. 2006157783  
O.P.R.F.B.C.

BASELINE

McCRARY ROAD  
(WIDTH VARIES)

EXIST. R.O.W. LINE SHOWN  
AS OCCUPIED OR FROM  
MONUMENTATION

**NEW SOUTHERN EASEMENT LINE BEARING  
SOUTH 89° 12' 54" WEST, 58.47 FEET**

PROPOSED  
R.O.W.

EXIST. R.O.W. LINE SHOWN AS OCCUPIED  
OR FROM MONUMENTATION

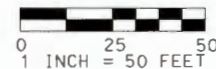
**NEW POINT OF BEGINNING  
EASEMENT TRACT**

CALLLED 3.750 ACRES  
SARA ANN BLAIR  
AND CLARK BLAIR  
FILE NO. 2017011128  
O.P.R.F.B.C.

N 88° 05' 14" E-57.28'  
PROPOSED  
R.O.W.

EXIST. R.O.W. LINE SHOWN  
AS OCCUPIED OR FROM  
MONUMENTATION

SCALE IN FEET



**WEISSER  
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PARCEL PLAT SHOWING  
PARCEL 15  
McCRARY ROAD, FORT BEND COUNTY, TEXAS

DATE: 01/2019

SCALE: 1" = 50'

JOB No.: IC077

RCSJ No.:

DWG. No.: P-15-03

SHEET 5 OF 5

# **EXHIBIT**

**1**

Clark & Sara Blair · 3727 Blue Grass Drive · Richmond, TX 77406

April 5, 2022

Salvatore P. LoPiccolo, II  
Assistant County Attorney  
Fort Bend County Attorney's Office  
Litigation Section  
401 Jackson Street, 3rd Floor  
Richmond, TX 77469

Dear Mr. LoPiccolo,

Please allow this to serve as a formal offer to settle the County's proposed acquisition of a portion of our land in fee ("Parcel 15"), and the County's proposed acquisition of an express easement on another portion of our land currently burdened by a prescriptive easement (under the presently existing boundaries of McCrary Road) for public right-of-way purposes (the "Easement Tract").

Both of these proposed acquisitions are identified more fully by metes and bounds in the proposed *General Warranty Deed and Release* and the proposed *Easement Agreement* we (the Blair's) intend to sign and deliver to the County upon the County's countersignature and funding of the cash portion of this proposed settlement agreement. It is expressly understood that if the County countersigns this offer letter under the authority of an Order from Commissioners Court, then the County agrees that although the conveyances will be absolute at the time the instruments are signed, sealed and delivered, the covenants contained in this proposed settlement agreement will survive closing, regardless of the legal doctrine of merger.

We understand that the County has the power of eminent domain, but this letter is to offer to voluntarily convey the interests that might be condemned in exchange for certain consideration as will be set forth herein. Further, in exchange for said consideration we will release all damage claims for any actual or alleged damages to our "Parent Tract" adjacent to the proposed acquisitions, identified by the Fort Bend County Tax Assessor-Collector as Parcel R464907, and any actual or alleged damages to our both of our other tracts of land adjacent to the "Parent Tract," identified by the Fort Bend County Tax Assessor-Collector as Parcel R156043 and Parcel R465358, and any actual or alleged damages to the remainder of our "Parent Tract" (hereinafter the "Remainder Tract"), which will be our land left over after the County's acquisition of "Parcel 15," including all costs to cure, if any.

This offer is made on the following terms, consisting of cash and non-cash consideration, as follows:



Mr. Salvatore P. LoPiccolo, II  
Assistant County Attorney, Fort Bend County Texas  
Offer Letter McCrary Road Parcel 15 and Related Easement Tract  
April 5, 2022

1. If the County will countersign this offer letter, then the County agrees to make a one-time cash lump sum payment (TOTAL) of ONE HUNDRED THIRTY TWO THOUSAND AND ZERO CENTS (\$132,000.00) jointly payable to "Sara Ann Blair and Clark Blair," representing the agreed amount of full payment/just compensation for the acquisition of the fee simple interest rights in the land identified as "Parcel 15," including any improvements thereon, which will be fully defined in the proposed *General Warranty Deed and Release*, and for the formal acquisition of what will be more fully defined easement rights by the *Easement Agreement* in the land identified as the "Easement Tract," and in final resolution of any and all claims of damages and/or alleged damages to the various remainders, any and all claims for relocation and/or moving costs, and any and all claims for any other incidental or associated costs and or alleged damages and/or fees. Both "Parcel 15" and the "Easement Tract" boundaries are identified more fully by metes and bounds in the proposed *General Warranty Deed and Release* and the proposed *Easement Agreement* we intend to sign and deliver to the County upon the payment of the cash portion of this settlement, which such instruments will be in substantially identical form to the attached Exhibits "1" and "2." We agree that there will be no other cash compensation for these acquisitions.
2. We acknowledge and understand that these acquisitions are made in furtherance of the McCrary Road Expansion Project #17313 (the "Project"), and that the fences, trees, and other fixtures or obstructions presently on "Parcel 15" will be destroyed during the Project, and that we, the Blair's, or our heirs, successors and/or assigns, will be fully responsible to relocate and/or re-establish any fences destroyed on our "Remainder Tract" on our own timetable and at our own expense. We acknowledge and understand that the County will not be responsible to construct any temporary fencing or to make any connection with, nor support, the four board fence currently present on the "Easement Tract," including at the location where it will be separated/disconnected from any fence or support structure presently on "Parcel 15." We or our heirs, successors and/or assigns will handle these matters, if at all, at our own expense and on our own timetable.
3. By countersigning this letter, the County agrees that as part of this Project it will eventually construct a cul-de-sac and shoulder on the remaining northern portion of "old" McCrary Road, which such cul-de-sac will then be the southern terminus of "old" McCrary Road, with such cul-de-sac and shoulder currently planned to be situated somewhere convenient to the County along the northern end of the "Easement Tract" described herein and adjacent to and at current grade (other than minor field adjustments) with an existing driveway apron which connects the existing McCrary Road with our called 3.750-acre "Parent Tract." Such cul-de-sac will be constructed generally in accordance with the preliminary construction plan attached hereto as Exhibit "3," minor field adjustments excluded, and will be graded to ensure positive outfall to the adjacent drainage facilities being constructed as part of the Project. The County will remain responsible for the maintenance of the cul-de-sac and associated roadway and shoulder, but



Mr. Salvatore P. LoPiccolo, II  
Assistant County Attorney, Fort Bend County Texas  
Offer Letter McCrary Road Parcel 15 and Related Easement Tract  
April 5, 2022

will have no responsibility to maintain the existing driveway or driveway apron aforementioned, except that the County may, if timely requested before the date of the cul-de-sac construction, apply a top coat of asphalt, without warranty, to our existing driveway apron currently in the existing County right of way, at grade, but only between the anticipated new cul-de-sac and the westernmost line of the "Easement Tract." Such provisions will be more fully detailed in a separate paragraph below.

4. By countersigning this letter, the County represents that it does not currently expect that it will require the removal of the four-board wooden fence currently encroaching on the "Easement Tract" during the Project, but the Blairs understand and expressly acknowledge that our four-board wooden fence currently encroaches on the "Easement Tract," and that the County will be granted a number of rights in the *Easement Agreement*, including the right to remove and/or abate all obstructions or fixtures in the "Easement Tract" such as fences, trees, structures, undergrowth, and the like, at any time in the future, that in the County's unilateral opinion may injure, endanger, or interfere with the construction, operation, use, maintenance, reconstruction and/or repair of said "Easement Tract," "Parcel 15," or the Project as a whole. We agree that if any such removal or abatement is carried out now or in the future, the County will have no obligation to restore, or to allow the restoration, of any such fixtures or obstructions removed or abated.
5. By countersigning this letter, the County specifically confirms that the detention and drainage conditions now existing along our "Remainder Tract" and our other two adjacent tracts (Parcels R156043 and R465358), after substantial completion of the Project, will be the same or better than existing drainage/detention conditions. Further, by countersigning this letter, the County specifically confirms that if these tracts, or any portion of these tracts, are platted for development within 10 years after the substantial completion of the Project, then the Blairs, and/or their heirs, and/or successors and/or assigns will be permitted by the County and the Fort Bend County Drainage District to calculate their required water detention and storage requirements by including the square footage of the current, cumulative aggregate acreages of "Parcel 15," the "Easement Tract," and our three remainders (the remainders of Parcels R156043, R464907 and R465358) which currently total 5.86 acres in the aggregate. For purposes of this calculation, the County and the Fort Bend County Drainage District will therefore grandfather from any detention requirements .31 acres of existing impervious cover associated with the 5.86 total acres; however, this deemed calculation only binds the County and the Fort Bend County Drainage District, not FEMA or any other applicable regulatory entities not legally controlled by the County.
6. By countersigning this letter, the County specifically agrees that on or before the time of the substantial completion of this Project, the County will demolish and remove (to a commercially reasonable extent consistent with the goals and needs of the Project), all existing McCrary Road pavement (surface and base courses) south of the anticipated cul-de-sac and shoulder described herein, and now existing within the boundaries of the "Easement Tract." Upon substantial

completion of the Project, the County shall backfill and grade the "Easement Tract" as near as possible to the original contours of such land to the extent consistent with the County's intended use of the "Easement Tract" for right of way and drainage and/or detention purposes, and will initially seed or sod such "Easement Tract" with natural grass.

7. It is expressly agreed and understood that the County's use of the "Easement Tract" described herein will be governed exclusively by the provisions in the anticipated *Easement Agreement*, which may immediately or eventually necessitate a change in the grading, contours, configuration and/or surface treatment of the "Easement Tract" in order to permit the "Easement Tract" to properly contribute to the County's drainage and detention needs of the Project as finally configured, including drainage and detention needs of the currently existing McCrary Road, both now and as modified in the future. We expressly acknowledge and understand that each of our respective rights in the "Easement Tract" will be fixed in, and only in, the *Easement Agreement*. Specifically, we understand and agree that the "Easement Tract" will be used for purposes of drainage of the current right of way, including as same may be configured in the future, and the County will forever retain the right of ingress and egress onto the Easement Tract which may be necessary from time to time for maintenance or otherwise, and the Easement Tract will remain subject to the rights of all other public utility or utility infrastructure common carriers presently possessing such rights within the "Easement Tract," or which such rights may be created within the "Easement Tract" in the future as a result of this Project, and the continued use of such rights by such utilities or common carriers in perpetuity. In performing maintenance or repair to the "Easement Tract," the County will use best efforts to enter the "Easement Tract" from adjacent County property or a public right of way, but will not be responsible for damages to any appurtenances on such "Easement Tract" caused during such maintenance or repair operations.
8. By countersigning this letter, the County specifically agrees that if it obtains any excess excavated dirt from time to time as a result of its Project work on "Parcel 15" or the "Easement Tract" which the County or its Project Manager deems to be unnecessary for use in the Project, that at or about the time of actual excavation of same it will offer us (the Blair's) the opportunity to have the County place all or a portion of that excavated dirt at no cost to us (and without any warranty) on our "Remainder Tract" (but not on the "Easement Tract"), as close as possible to the Project boundaries, but not in a place within the natural drainage floodpath of an *Area of Special Flood Hazard* or that would interfere with the natural drainage of the "Easement Tract" or the Project as a whole.
9. If any particular offer of an allocation of dirt is not expressly accepted within a time unilaterally deemed reasonable by the County or its Project Manager, we understand that we will lose the opportunity to obtain that particular allocation of offered excess dirt; however, the County agrees that it, or its Project Manager, may be able to offer other allocation(s) of excess dirt on the same terms in the future, if encountered during the Project.



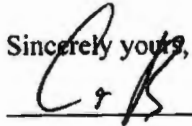
Mr. Salvatore P. LoPiccolo, II  
Assistant County Attorney, Fort Bend County Texas  
Offer Letter McCrary Road Parcel 15 and Related Easement Tract  
April 5, 2022

10. We also specifically agree and understand that we do not gain any rights to put any dirt we receive from the County (or any other dirt for that matter), on any area of our "Remainder Tract" or the "Easement Tract," or any other of our contiguous parcels within the natural drainage floodpath of an *Area of Special Flood Hazard*, and that we must always comply with any and all applicable laws, regulations, and permitting requirements, if any, pertaining to the placement of fill dirt on our land. We (the Blair's) agree to promptly re-distribute any and all such fill dirt, if any, to prevent its becoming a nuisance or hazard to the public, and/or to prevent it from interfering, in the County or its Project Manager's sole opinion, with the ongoing Project.
11. By countersigning this letter, the County specifically agrees that it will, at its own cost, on or before substantial completion of the cul-de-sac, and without warranty of any kind, apply a top coat of asphalt to our current driveway apron, at grade, which is located on the existing County right of way between the anticipated shoulder of the new cul-de-sac and the westernmost property line of the "Easement Tract." We represent that the square footage of our current driveway apron at that location is estimated to be approximately 1,375 square feet and shall not be substantially enlarged before the application of such top coat. We agree that we (the Blair's) will prepare the subsurface of our current driveway apron well in advance of the expected application of such top coat, if desired, at our own cost. We agree that if our subsurface preparations are not complete by the time of the County commences its asphalt pour for the cul-de-sac portion of the Project, we will either immediately instruct the County (in writing) to place the top coat over the existing surface in the course of that asphalt pour, or if we do not do so immediately, we (the Blair's) agree that we permanently waive any right to have the County apply such top coat or otherwise perform any work on our driveway or driveway apron.
12. By countersigning this letter, the County specifically agrees to construct (at no cost to us, the Blairs) one 20 foot wide (15 foot radii at the apron) commercial driveway, directly across from an existing proposed driveway on Brandt Road along the property line of Parcel ID 0046-00-000-0161-901, currently centered (approximately) at Station 8+21 as depicted in the Project Plans.
13. By countersigning this letter, the County specifically agrees to construct such commercial driveway to match the new Brandt Road pavement with concrete at least 8 inches in depth, and the County will undergird said driveway by a minimum 18 inch diameter (or better) reinforced corrugated culvert (depending on final engineering considerations), approximately 21 linear feet in length. Such culvert will be treated with safety end treatments on both sides of said culvert. We, the Blair's, hereby grant the County a temporary construction easement onto our Remainder property to construct said driveway (during the actual construction of the driveway itself) consistent with good engineering practices and field considerations.

Mr. Salvatore P. LoPiccolo, II  
Assistant County Attorney, Fort Bend County Texas  
Offer Letter McCrary Road Parcel 15 and Related Easement Tract  
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14. Said driveway will connect the new Brandt roadbed with our new Remainder property line abutting Brandt Road. No other driveway access to Brandt Road will be permitted from our Remainder Tract, but it is expressly agreed and understood that our existing driveway from our adjacent 1.234 acre parcel (R156043) onto Brandt Road will not be affected or eliminated by the County.
15. By countersigning this letter, the County specifically agrees that if these tracts, or any portion of these tracts, are platted for development within 10 years after the substantial completion of the Project, then the Blairs, and/or their heirs, and/or successors and/or assigns, will be permitted to utilize a 25 foot ((if residential construction) or a 10 foot (if commercial construction) building setback line from Brandt Road (if otherwise lawful and conforming to other applicable regulations) as set forth in Section 5.12 of the *Fort Bend County Regulations of Subdivisions*, (revised July 14, 2020), even in the event that Brandt Road is re-characterized as a Major Thoroughfare. Under the provisions of this paragraph any buildings platted, approved or constructed in accordance with the setback distance authorization under this paragraph will be grandfathered by the County as a "conforming use," which such status will continue until any applicable building constructed pursuant to this paragraph is substantially expanded or enlarged, or destroyed or abandoned.
16. Finally, this offer will remain irrevocably open until April 7, 2022 to permit the Commissioners Court to consider this offer in closed session and to announce and issue an appropriate Order approving the terms of this proposed settlement.

Sincerely yours,



Clark Theodore Blair, co-owner



Sara Ann Blair, co-owner

Countersignature by Authorized County Representative



Date Countersigned: \_\_\_\_\_