

STATE OF TEXAS

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COUNTY OF FORT BEND

**ORDER AUTHORIZING
PURCHASE OF PROPERTY RIGHTS**

On this 12th day of September, 2023, 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 Prestage, seconded by Commissioner Meyers, duly put and carried, **IT IS HEREBY ORDERED** that:

The County Attorney is hereby authorized to settle the following matter pursuant to the terms set forth in the attached Rule 11 Agreement *plus necessary costs*:

PROJECT: Reading Road Project, #13117X
PRECINCT: Precinct 2
PARCEL: Parcel Nos. 1, 2, 4, 6, 8, 10 and 13

IT IS FURTHER ORDERED that *the County Judge be authorized to sign all closing documents regarding said purchase and authorize the County Clerk to record any conveyance documents in the Official Public Records at no cost.*

Funds will be charged to **MOBILITY BONDS**.

ATTEST


 Laura Richard
 Fort Bend County Clerk

FORT BEND COUNTY


 K.P. George
 Fort Bend County Judge



Attachment



COUNTY ATTORNEY

Fort Bend County, Texas

BRIDGETTE SMITH-LAWSON
County Attorney

(281) 341-4555
Fax (281) 341-4557

August 16, 2023

By E-mail

Mark L. Merrell
McFarland PLLC
811 Louisiana Street
Houston, Texas 77002
mmmerrell@mcfarlandpllc.com

Re: Reading Road Project, #13117X; Parcels 1, 2, 4, 6, 8, 10, and 13 (LBM Property)
Rule 11 Agreement

Mr. Merrell:

Subject to approval by Fort Bend County Commissioners Court, this will confirm the agreement between my client, Fort Bend County, Texas (the "County"), and your client LBM Holdings Inc. (the "Landowner") to settle the above-referenced acquisitions on the following terms:

1. **Compensation:** The parties agree that adequate compensation owed as a result of Fort Bend County's acquisition of fee simple title in and to Parcels 1, 2, 4, 6, 8, 10 and 13, more particularly described and depicted in Attachments 1-7 hereto and incorporated herein by reference, together with all improvements located thereon (the "Property"), is SEVEN HUNDRED AND EIGHTY FIVE THOUSAND AND NO/100 DOLLARS (\$785,000.00).
2. **Payment:** After applying a credit of TWO HUNDRED AND ELEVEN THOUSAND EIGHT HUNDRED AND FORTY FIVE AND NO/100 DOLLARS (\$211,845.00) which has already been paid, the County agrees to pay landowners the unpaid balance of FIVE HUNDRED AND SEVENTY THREE THOUSAND ONE HUNDRED AND FIFTY FIVE AND NO/100 DOLLARS (\$573,155.00) as adequate compensation for fee simple title in and to the Property.
3. **Conveyance:** The Landowner agrees to convey fee simple title in and to the Property in one of the following ways:
 - Voluntary conveyance of the Property to the County after securing valid and proper releases of all liens and encumbrances; or

- If the Landowner is unable to secure valid and proper releases of all liens and encumbrances, the parties agree to stipulate at the hearing before Special Commissioners and at trial, if necessary, that just compensation owed as a result of the County's acquisition of the Property is SEVEN HUNDRED AND EIGHTY FIVE THOUSAND AND NO/100 DOLLARS (\$785,000.00) with the County owing an additional FIVE HUNDRED AND SEVENTY THREE THOUSAND ONE HUNDRED AND FIFTY FIVE AND NO/100 DOLLARS (\$573,155.00)
4. **Detention and Replat:** The Property is part of the Lonely Oak Subdivision, as identified by Plat Number 20070294 in the Real Property Records of Fort Bend County. The subdivision contains 5.347 acres of detention and drainage within Reserve "F." Prior to the County's acquisitions, the subdivision contained sufficient capacity within its onsite detention for the construction of all planned future improvements within the subdivision. The County and its engineers have analyzed the impact of the Reading Road Project and the acquisitions on the subdivision. Based upon that analysis, the County has determined (and hereby verifies) that there will be a net zero impact on the subdivision's detention capacity following the construction of Reading Road. Indeed, the detention capacity that will be lost from Reserve "F" will be offset by a new detention facility constructed as part of the project. In addition, the County agrees that any future replat of the Lonely Oaks Subdivision that incorporates Reading Road, but does not otherwise substantially alter the Reserves within the Lonely Oaks Subdivision, shall be held to the standards contained within the County's Regulations of Subdivisions, Regulations of Floodplains, and the Drainage Criteria Manual that was in effect in 2007 when the original subdivision plat was recorded.
5. **Attorneys' Fees and Costs:** Each party shall bear its own attorneys' fees and expenses, including otherwise taxable costs of court.

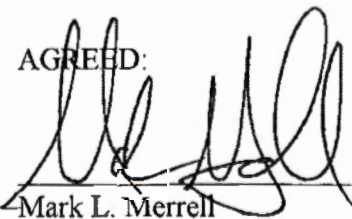
If this accurately states the parties' agreement with respect to the above-referenced matters, please sign and return this letter to my attention by e-mail.

Sincerely,

/s/ Rolf F. Krueger

Rolf F. Krueger
Counsel for Fort Bend County, Texas

AGREED:


Mark L. Merrell
Counsel for LBM Holdings Inc.

Attachment



COUNTY ATTORNEY

Fort Bend County, Texas

BRIDGETTE SMITH-LAWSON
County Attorney

(281) 341-4555
Fax (281) 341-4557

August 16, 2023

By E-mail

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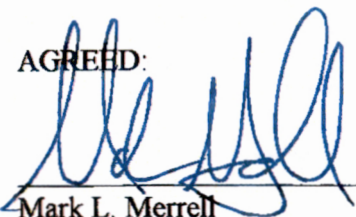
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Sincerely,

/s/ Rolf F. Krueger

Rolf F. Krueger
Counsel for Fort Bend County, Texas

AGREED:



Mark L. Merrell
Counsel for LBM Holdings Inc.