

40A7
Pct. 3
Meyers

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

ORDER AUTHORIZING EXECUTION RIGHT OF ENTRY AGREEMENT

On this the 23 day of October, 2025, at a regular meeting of the Commissioners' Court of Fort Bend County, Texas, sitting as the governing body of Fort Bend County, upon motion of Commissioner Meyers, seconded by Commissioner Morales, duly put and carried;

WHEREAS, the County Attorney recommends that the County enter into a negotiated Right of Entry Agreement substantially identical to that attached as Exhibit 1 hereto in:

Cause No. 25-CCV-077606; FORT BEND COUNTY, TEXAS VS. LANDWEST PROPERTIES, LLC, ET AL; MOORE ROAD PROJECT #17218X, PARCEL 08, PRECINCT 2

IT IS THEREFORE ORDERED THAT BRIDGETTE SMITH-LAWSON, County Attorney of Fort Bend County, Texas, be, and she is hereby, authorized to enter into said Right of Entry on behalf of the County and to pay the landowner the initial compensation amount in consideration for such Right of Entry and to take all other and further actions deemed by her to be appropriate in connection with the further prosecution of the condemnation proceedings.

IT IS FURTHER ORDERED THAT FUND ACCOUNT MOBILITY BONDS BE DESIGNATED AS THE FUNDING SOURCE.

FORT BEND COUNTY, TEXAS

KP George

KP GEORGE, County Judge

ATTEST:
Laura Richard

Laura Richard, County Clerk



EXHIBIT 1
PROPOSED RIGHT OF ENTRY AND
POSSESSION AND USE AGREEMENT

RIGHT OF ENTRY AND POSSESSION AND USE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

THIS Right of Entry and Possession and Use Agreement (hereinafter sometimes “ROE Agreement”) is entered into by and between Landwest Properties, LLC (hereinafter “Grantor”) and Fort Bend County, Texas a political subdivision of the State of Texas (the “County” or “Grantee”). Grantor and Grantee will sometimes hereinafter be collectively referred to as the “Parties.”

RECITALS AND AGREEMENTS

WHEREAS Grantor owns real property located in Fort Bend County, Texas as depicted in Exhibit A, attached hereto and hereby incorporated by reference (the “Property”); and

WHEREAS, Grantee is a body corporate and politic, existing and operating as a political subdivision of the State of Texas, duly vested with the right and power of eminent domain; and

WHEREAS, pursuant to that power, Grantee has commenced condemnation proceedings in cause No. 25-CCV-077606 in the County Court at Law No. 6 of Fort Bend County, Texas (the “Condemnation Proceedings”) in order to acquire fee simple title in and to the Property in connection with development of a public project known as the Moore Road Project, No.17218x (the “Project”);

WHEREAS, Grantors and Grantee have agreed on terms for the Grantee’s temporary possession and use of the Property pending the final resolution of the Condemnation Proceedings on the terms and conditions set forth herein and, pursuant thereto, hereby enter into this ROE Agreement.

NOW THEREFORE, KNOWN BY ALL THESE PRESENTS that for good and valuable consideration, Grantor does hereby:

- GRANT and CONVEY unto Grantee and its contractors, consultants, agents, assigns, and others Grantee deems necessary for purposes of the Project, the right to enter into possession of the Property and proceed with construction and maintenance of the Project, and the possession and use of the Property, consistent with and subject to the terms set forth in this ROE Agreement;
 - STIPULATE and AGREE that Grantee has the right to take the Property as pleaded in the Condemnation Proceedings.
1. **Initial Compensation:** In conjunction with the execution of this ROE Agreement, Grantee shall pay Grantor an initial sum of \$104,216.00. This amount represents the total sum

offered by Grantee (based on a third-party appraisal) to acquire the Property from Grantor voluntarily. However, Grantor and Grantee explicitly agree with the execution of this Agreement and consent to the entry upon and possession of the Property that the tendering of this initial sum by Grantee shall not be construed as a waiver of Grantor's right to seek additional compensation, if any, for the Property being condemned here.

The Parties agree this initial sum shall be deducted from any final settlement amount or judgment amount to be paid for acquisition of the Property. In the event the amount of the final settlement or judgment for acquisition of the Property is less than this amount, however, the Parties agree that the initial sum of \$104,216.00 tendered will not be refunded to Grantee under any circumstances.

2. **Right-to-Take:** In the Condemnation Proceedings or in any subsequent legal proceeding regarding condemnation of the Property via eminent domain (including administrative proceedings regarding the Property held before court-appointed Special Commissioners), Grantor will stipulate Grantee has the "right-to-take" fee simple title in and to the Property and will not contest, dispute, or interfere with that right in any way. Consistent therewith, Grantor will stipulate in any such lawsuit that Grantee:
 - a. Has the right and power of eminent domain;
 - b. Is authorized to acquire fee simple title in and to the Property;
 - c. Has complied with all statutory prerequisites to suit.

Grantor will further stipulate in all such proceedings that:

- a. The Project is for a public purpose;
 - b. There exists a public necessity for acquiring the Property;
 - c. Grantee's proposed use of the Property constitutes a public use under Texas law;
 - d. Grantee's acquisition of fee simple title in and to the Property is necessary to achieve that public use and is necessary for the location, improvement, alignment, construction, operation, and maintenance of the Project; and
 - e. The acquisition of the Property is necessary to achieve the desired public use of the Project.
3. **Scope of Litigation:** Consistent with Paragraph 2 of this ROE Agreement, the sole purpose of this eminent domain litigation involving the Property shall be to ensure Grantor receives full and just compensation as allowed by Texas law as a result of Grantee's fee simple acquisition in and to the Property.
4. **Authorized Activities:** In addition to the right to enter into possession of the Property and proceed with construction and maintenance of the Project, this Agreement also authorizes Grantee to do the following on the Property:
 - a. Survey;
 - b. Inspect;
 - c. Conduct environmental and archaeological studies;

- d. Clear, demolish, and construct improvements and related facilities and appurtenances;
- e. Demolish, relocate, replace, and improve existing improvements and facilities on the Property—including utility facilities;
- f. Locate new utility facilities;
- g. Conduct invasive testing, including borings and excavations; and
- h. Grade and clear plants, rocks, and other features present on the Property.

This ROE Agreement shall extend to the Parties, their contractors, consultants, agents, assigns, utility providers, and specifically those which may be lawfully permitted on the Property by Grantee in the future, and all others deemed necessary by Grantee. This ROE Agreement will allow for the construction, relocation, replacement, repair, improvement, operation, and maintenance of all utilities on the Property.

5. **Date of Take:** The Parties agree that the valuation date for determining the amount of just compensation for the Property for negotiation or condemnation purposes (the “Date of Take”) will be December 1, 2025.
6. **Special Commissioners Hearing:** This Agreement is made with the understanding that the parties agree to negotiate in good faith to reach a settlement as to the issue of compensation owed to Grantor for the Grantee’s taking. If a settlement cannot be reached in these condemnation proceedings, the Parties agree that the Special Commissioners Hearing for such lawsuit will go forward and shall be held in person—not remotely—at the office of the Fort Bend County Attorney in Richmond, Texas.

Counsel for Grantor and Grantee shall agree in writing on a date on which to conduct the Special Commissioners’ hearing for such proceeding, and their consent will not be unreasonably withheld. However, under no circumstances will the Special Commissioner’s Hearing for the condemnation proceedings referenced here occur within 120 days of the effective date of this Agreement. The Parties agree that service of notice of such hearing may be accomplished by hand delivery or certified mail, return receipt requested, with a copy via e-mail to:

Emilio Longoria
Marrs Ellis & Hodge LLP
9811 Katy Fwy #900
Houston, TX 77024
elongoria@mehlaw.com

7. **Mediation:** If the Special Commissioner’s Hearing does not finally resolve this condemnation matter, the Parties agree to participate in mediation in an attempt to resolve this condemnation proceeding in an attempt to avoid further litigation and costs. Grantor and Grantee will agree on a mediator and a mediation date, and their consent will not be unreasonably withheld.
8. **Access to the Property:** Grantee shall maintain reasonable access points on and across the Property for Grantor, its tenants, and assigns during the pendency of this Agreement. Said

access must be reasonably sufficient for the uses of the adjacent property retained by the Grantor in these condemnation proceedings.

9. **Oil and Gas:** Grantor reserves all its existing rights in the Property with respect to all oil, gas, and sulphur in and under the Property but waives all rights to use the surface of the Property for the purpose of exploring, developing mining, or drilling for oil, gas, and other minerals or for ingress and egress relating to any such activities.

The extraction of oil, gas, and minerals may not affect the geological stability of the surface of the Property. However, nothing in this reservation will affect the title and rights of Grantor to take and use all other minerals thereon, and thereunder, by directional drilling or other means that do not interfere with or disturb the surface of the Property or Grantee's use of the Property.

10. **As is, Where is:** Except for the express warranties and representation set forth herein, Grantor has not made and does not make any express or implied warranties or representation of any kind regarding the Property and Grantee acknowledges and agrees it is accepting the Property in "As Is, Where Is" condition with all faults.

11. **Grantee's Construction Representative:** Prior to the commencement of the construction activities outlined within this Agreement, Grantee will designate an employee, agent, or representative to oversee and monitor any and all construction activities on the Property at all times that Grantor may contact should issues arise who is identified as:

Name: Ike Akinwande
Title: Assistant County Engineer-Projects
Company: Fort Bend County
Address: 301 Jackson St., Richmond, Texas 77469
Office Phone: 281-633-7506
Cell Phone: 832-841-1007
Email: Ike.Akinwande@fortbendcountytexas.gov

12. **Binding Nature of ROE Agreement:** This ROE Agreement shall run with the land and extend to and bind Grantor, Grantee, and their respective successors and assigns, including the contractors, consultants, agents, and others that Grantee deems necessary to construct and maintain the Project on the Property.

13. **Assignment:** No assignment shall relieve the assigning Party of its obligations under this ROE Agreement.

14. **Contact Prior to Construction:** Grantee or its authorized representatives shall contact the Grantor and/or authorized representatives of the Grantor, at least forty-eight (48) hours prior to entering the Property for initial construction by contacting the following by email or phone:

Name: Iqbal Budhwani
Email Address: iqbal786110@yahoo.com
Phone Number: 832-326-4104

15. **Transfer or Encumbrance Involving the Property:** Any transfer or encumbrance involving the Property passes subject to the terms of this ROE Agreement.
16. **Ad Valorem Taxes:** The effective date of this Agreement represents the date title to the Property has transferred to the Grantee for Ad Valorem tax purposes. This means that Grantor will not be responsible for Ad Valorem taxes relating to this Property after the effective date of the Agreement. Rather, Grantee will be responsible for all ad valorem property taxes and special assessments assessed against the Property (if any) including prorated taxes for the year in which Grantee takes title to the Property after the effective date of this Agreement.
17. **Pre- and Post- Judgment Interest:** Grantee will not be liable to Grantor for interest upon any award or judgment issued in the Condemnation Proceedings or any other proceeding initiated by Grantee to acquire title in and to the Property via eminent domain.
18. **Recordation:** The parties agree that either of the Parties may record this document.
19. **Entire Agreement:** This ROE Agreement, together with its Exhibits, constitute the entire agreement between the Parties and supersedes all prior agreements, discussions, understandings, representations, and statements, oral or written, with respect to the Property, the Project, and this ROE Agreement.
20. **Voluntary Execution:** The Parties expressly acknowledge and represent they have been represented and advised by counsel concerning the terms and conditions of this ROE Agreement. This ROE Agreement shall not be construed and interpreted against any Party on the basis that such Party drafted a particular provision, or part thereof, or the entirety of this ROE Agreement.
21. **Modification or Waiver:** This ROE Agreement may not be altered, amended, changed, or modified in any respect except in a writing duly executed by both Parties.
22. **Governing Law and Venue:** This ROE Agreement shall be governed and construed in accordance with the laws of the state of Texas, without reference to its conflicts of laws principles, including without limitation to the applicable laws governing the determination of the compensation due for property interest acquired through the exercise of eminent domain. Jurisdiction and venue for any dispute related or arising under this ROE Agreement shall be in the state courts (county and/or district) of Fort Bend County, Texas.
23. **Authority to Execute:** Each Party represents that the individual signing this ROE Agreement on its behalf has the full authority to do so, that all necessary authorizations or approvals have been granted, and that no further approval or consent of any other person or entity is required to sign this ROE Agreement.

24. **Severability:** In the event that any term, covenant, condition, or provision of this ROE Agreement shall be held to be invalid or against public policy, the remaining provisions shall continue in full force and effect.
25. **Counterparts:** This ROE Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.
26. **Payment and Approval:** This ROE Agreement is contingent upon approval by the Fort Bend County Commissioners' Court and delivery and receipt of the consideration outlined in Paragraphs 1 of this ROE Agreement.
27. **Effective Date and Termination of Agreement:** This ROE Agreement is effective as of the date last signed below and shall terminate upon the earlier of:
- a. Grantor's voluntary conveyance of the fee simple title in and to the Property to Grantee;
 - b. Dismissal of cause No. 25-CCV-077606 in the County Court at Law No. 6 of Fort Bend County, Texas
 - c. Mutual written agreement of the Parties; or
 - d. Upon final judgment rendered in cause No. 25-CCV-077606 in the County Court at Law No. 6 of Fort Bend County, Texas.

FULLY EXECUTED AND EFFECTIVE ON THE DATE COUNTERSIGNED BY GRANTEE BELOW.

AGREED PURSUANT TO
COMMISSIONERS' COURT ORDER

By: Salvatore P. LoPiccolo, II
Assistant County Attorney
Fort Bend County, Texas
Houston, TX 77024
ATTORNEY FOR GRANTEE

Emilio Longoria
Marrs Ellis & Hodge LLP
9811 Katy Fwy #900
ATTORNEY FOR GRANTOR

DATE AGREED _____

DATE AGREED _____

Landwest Properties, LLC

By: _____
Title: _____

DATE AGREED _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2025,
by _____, the duly elected and/or appointed
_____, of Landwest Properties, LLC, who
certified, under penalty of perjury, that he is fully authorized to execute the foregoing *Right of
Entry and Possession and Use Agreement* on behalf of Landwest Properties, LLC, and that said
Right of Entry and Possession and Use Agreement is the act and deed of Landwest Properties,
LLC, and has been executed and delivered for the purposes and consideration stated herein.

Notary Public State of Texas

My Commission Expires

EXHIBIT A

County: Fort Bend
Highway: Moore Road
Project Limits: 5th Street to Court Road

PROPERTY DESCRIPTION FOR PARCEL NO. 8

BEING a 0.6836 of an acre (29,776 square feet) parcel of land located in the W. T. Neal Survey, Abstract Number 64, Fort Bend County, Texas, and out of and a part of a called 20.03 acre tract conveyed to AS Ventures, LLC by deed recorded under Clerk's File Number 2022036320 of the Official Public Records, Fort Bend County, Texas. Said 0.6836 of an acre parcel being more particularly described as follows (bearings are based on the Texas Coordinate System of 1983, South Central Zone):

COMMENCING at a fence corner post on corner found 5/8 inch iron rod found marking the westerly corner of a called 1 acre tract conveyed to Marin Rivera and wife, Aurelia Rivera by deed recorded in Volume 967, Page 458, Fort Bend County Deed Records, and the northerly line of said 13.227 acre tract;

THENCE, North 87° 57' 11" East, with the southerly line of said 1 acre tract and the northerly line of said 20.03 acre tract, a distance of 382.19 feet to a 5/8 inch iron rod with cap stamped "Cobb Fendley & Associates" set marking the POINT OF BEGINNING and northwesterly corner of the herein described tract;

THENCE, North 87° 57' 11" East, continuing with the southerly line of said 1 acre tract, a distance of 18.18 feet to a 1/2 inch iron pipe found in the southwesterly right-of-way line of Moore Road (width varies – as generally recognized) marking the northeasterly corner of said 20.03 acre tract and the herein described tract;

THENCE, South 34° 07' 28" East, with the southwesterly right-of-way line of said Moore Road and the northeasterly line of said 20.03 acre tract, a distance of 570.00 feet to a point for angle in the northeasterly line of said 20.03 acre tract and for an interior corner of the herein described tract;

THENCE, North 87° 55' 32" East, continuing with the northeasterly line of said 20.03 acre tract, a distance of 32.16 feet to a point in the centerline of said Moore Road an angle point in the northeasterly line of said 20.03 and the herein described tract;

EXHIBIT A

THENCE, South 34° 07' 28" East, with the centerline of said Moore Road and the northeasterly line of said 20.03 acre tract, a distance of 416.25 feet to a point for the northeasterly corner of a called 1.721 acre tract conveyed to the City of Missouri City for the widening of Moore Road by deed recorded under Clerk's File Number 9556362 of the Official Public Records, Fort Bend County, Texas, and for the southeasterly corner of the herein described tract;

THENCE, South 55° 51' 42" West, with the northerly line of said 1.721 acre tract, a distance of 30.00 feet to a point for a northwesterly corner of said 1.721 acre tract and an interior corner of the herein described tract;

THENCE, South 34° 08' 18" East, continuing with the northerly line of said 1.721 acre tract, a distance of 19.70 feet to a point of tangency of a tangent curve to the right;

THENCE, in a southwesterly direction, continuing with the northerly line of said 1.721 acre tract and with said curve to the right, having a radius of 20.00 feet, a central angle of 127° 27' 11" and a chord which bears South 29° 35' 17" West, 35.87 feet, an arc distance of 44.49 feet to the point of curvature of a compound curve to the right;

THENCE, in a westerly direction, continuing with the northerly line of said 1.721 acre tract and with last said curve to the right, having a radius of 1,150.00 feet, a central angle of 04° 06' 02" and a chord which bears North 84° 38' 06" West, 82.29 feet, an arc distance of 82.30 feet to a 5/8 inch iron rod with cap stamped "Cobb Fendley & Associates" set marking the point of curvature of a non-tangent curve to the left and marking the southwesterly corner of the herein described tract;

THENCE, in a northeasterly direction, over and across said 20.03 acre tract and with said curve to the left, having a radius of 50.00 feet, a central angle of 131° 32' 22" and a chord which bears North 31° 38' 43" East, 91.19 feet, an arc distance of 114.79 feet to a 5/8 inch iron rod with cap stamped "Cobb Fendley & Associates" set marking a point of tangency;

THENCE, North 34° 07' 28" West, over and across said 20.03 acre tract, a distance of 931.94 feet to a 5/8 inch iron rod with cap stamped "Cobb Fendley & Associates" set marking an angle point in the southwesterly line of the herein described tract;

EXHIBIT A

THENCE, North 34° 27' 39" West, over and across said 20.03 acre tract, a distance of 26.86 feet to the POINT OF BEGINNING and containing 0.6836 of an acre (29,776 square feet) of land.

A parcel plat of even date was prepared in conjunction with this property description.

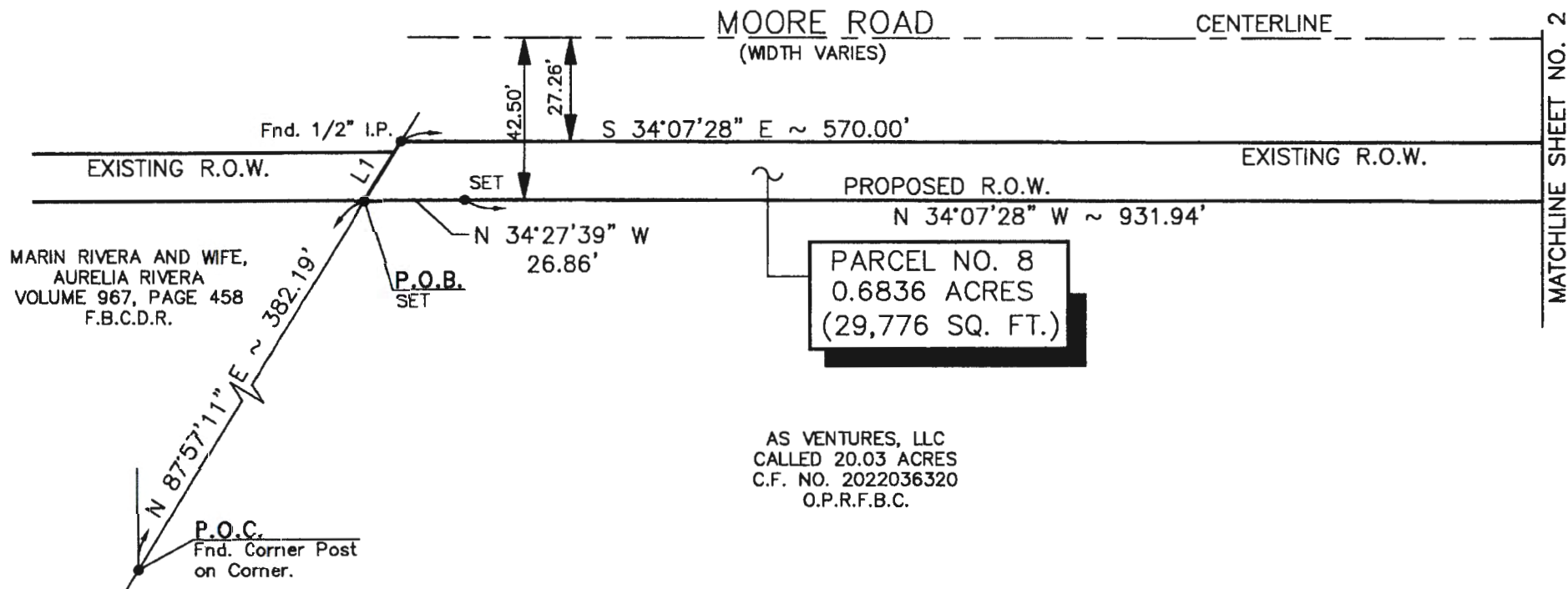
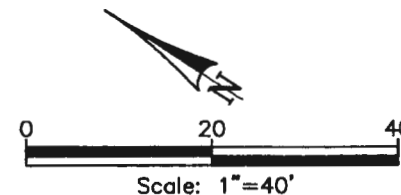
This survey was performed without the benefit of a title commitment, easements, covenants and/or restrictions may exist which are not shown hereon.

Cobb, Fendley & Associates, Inc.
TBPLS Firm Registration No. 100467
13430 Northwest Freeway, Suite 1100
Houston, Texas 77040
(713) 462-3242



W.T. NEAL SURVEY
A-64

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 87°57'11" E	18.18'



MARIN RIVERA AND WIFE,
AURELIA RIVERA
VOLUME 967, PAGE 458
F.B.C.D.R.

PARCEL NO. 8
0.6836 ACRES
(29,776 SQ. FT.)

AS VENTURES, LLC
CALLED 20.03 ACRES
C.F. NO. 2022036320
O.P.R.F.B.C.

NOTES:

Bearings are based on the Texas Coordinate System of 1983, South Central Zone.

This survey was performed without the benefit of a title commitment, easements, covenants and/or restrictions may exist which are not shown hereon.

A parcel plat of even date was prepared in conjunction with this property description.

Field work was performed during the months of August thru September, 2020.

"Set" denotes a set 5/8" iron rod with cap stamped "Cobb Fendley & Associates"



REV 11/13/2023 UPDATE OWNERSHIP

CobbFendley

TBPE Firm Registration No. 274

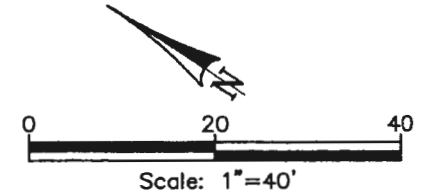
TBPLS Firm Registration No. 100467

13430 Northwest Freeway, Suite 1100 Houston, Texas 77040

713.462.3242 | fax 713.462.3262 | www.cobbfindley.com

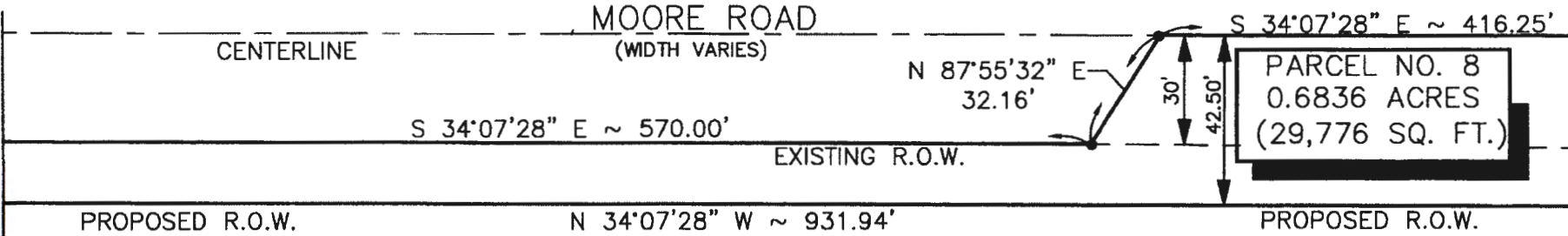
DATE: 11-5-2020	SHEET 1 OF 3	REVISED
SCALE: 1"=40'	F.B. NO. 3134	1
DRAWN BY: BM	PROJECT NO. 2011-014-01	

W.T. NEAL SURVEY
A-64



MATCHLINE SHEET NO. 1

MATCHLINE SHEET NO. 3



AS VENTURES, LLC
CALLED 20.03 ACRES
C.F. NO. 2022036320
O.P.R.F.B.C.

NOTES:

Bearings are based on the Texas Coordinate System of 1983, South Central Zone.

This survey was performed without the benefit of a title commitment, easements, covenants and/or restrictions may exist which are not shown hereon.

A parcel plat of even date was prepared in conjunction with this property description.

Field work was performed during the months of August thru September, 2020.

"Set" denotes a set 5/8" Iron rod with cap stamped "Cobb Fendley & Associates"

REV 11/13/2023 UPDATE OWNERSHIP

 **CobbFendley**

TBPE Firm Registration No. 274

TBPLS Firm Registration No. 100467

13430 Northwest Freeway, Suite 1100 Houston, Texas 77040

713.462.3242 | fax 713.462.3262 | www.cobbhendley.com

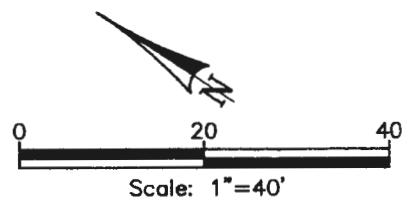
DATE:	11-5-2020	SHEET	2	OF	3	REVISED
SCALE:	1"=40'	F.B. NO.	3134			
DRAWN BY:	BM	PROJECT NO.	2011-014-01			



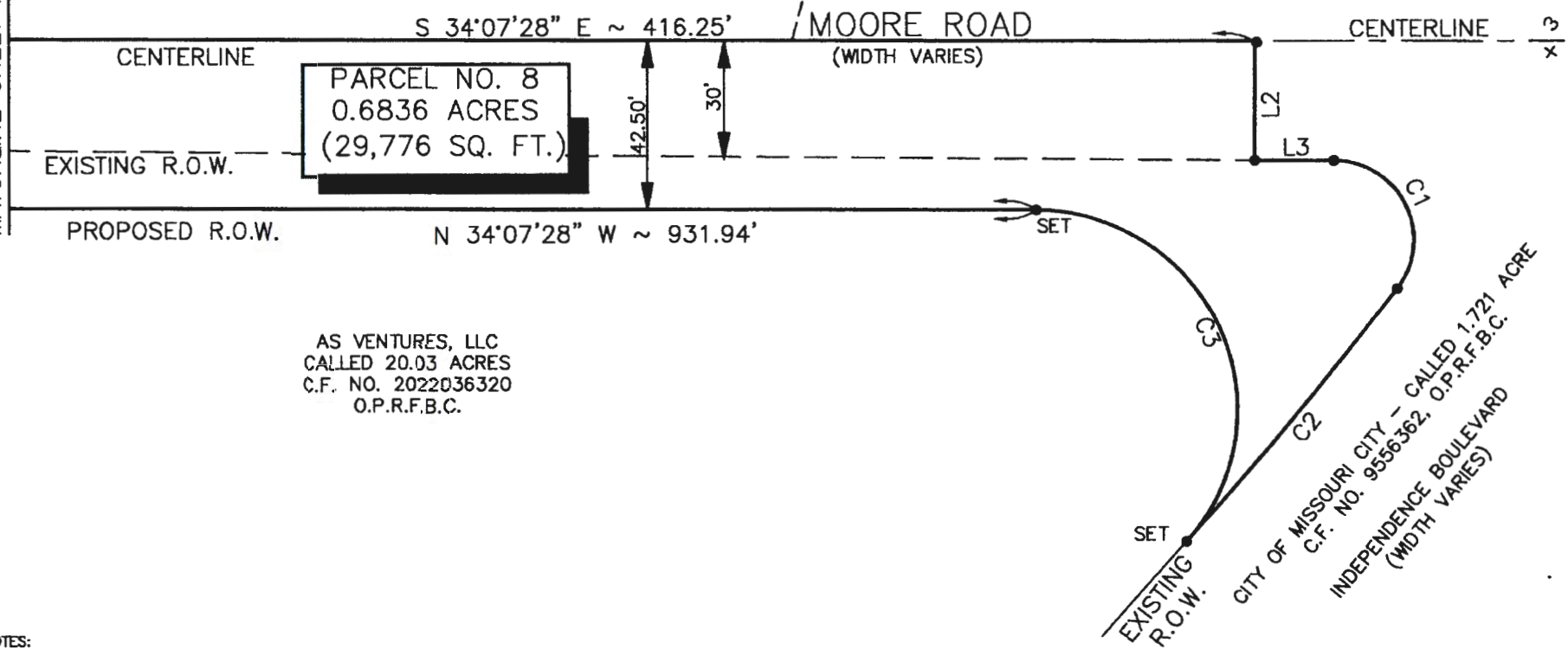
W.T. NEAL SURVEY
A-64

LINE TABLE		
LINE	BEARING	DISTANCE
L2	S 55°51'42" W	30.00'
L3	S 34°08'18" E	19.70'

CURVE TABLE				
CURVE	Δ	RADIUS	LENGTH	CHORD BEARING & DISTANCE
C1	127°27'11"	20.00'	44.49'	S 29°35'17" W 35.87'
C2	04°06'02"	1,150.00'	82.30'	N 84°38'06" W 82.29'
C3	131°32'22"	50.00'	114.79'	N 31°38'43" E 91.19'



MATCHLINE SHEET NO. 2



PARCEL NO. 8
0.6836 ACRES
(29,776 SQ. FT.)

AS VENTURES, LLC
CALLED 20.03 ACRES
C.F. NO. 2022036320
O.P.R.F.B.C.

CITY OF MISSOURI CITY - CALLED 1.721 ACRE
C.F. NO. 9556362, O.P.R.F.B.C.
INDEPENDENCE BOULEVARD
(WIDTH VARIES)

NOTES:

Bearings are based on the Texas Coordinate System of 1983, South Central Zone.


This survey was performed without the benefit of a title commitment, easements, covenants and/or restrictions may exist which are not shown hereon.

A parcel plot of even date was prepared in conjunction with this property description.


Field work was performed during the months of August thru September, 2020.

"Set" denotes a set 5/8" iron rod with cap stamped "Cobb Fendley & Associates"

REV 11/13/2023 UPDATE OWNERSHIP



TBPE Firm Registration No. 274
TBPLS Firm Registration No. 100467
13430 Northwest Freeway, Suite 1100 Houston, Texas 77040
713.462.3242 | fax 713.462.3262 | www.cobbendley.com

DATE: 12-14-2020	SHEET 3 OF 3	REVISED
SCALE: 1"=40'	F.B. NO. 3134	
DRAWN BY: BM	PROJECT NO. 2011-014-01	