

\$ 675,200.00 under the Original Agreement;
\$ 265,050.00 under the First Amendment;
\$ 243,850.00 under the Second Amendment;
\$1,190,000.00 under the Third Amendment; and
\$ 328,750.00 under the Fourth Amendment;
\$ 107,735.00 under this Fifth Amendment

In no event shall the amount paid by County under the Agreement and this Fourth Amendment exceed the Maximum Compensation without a County approved change order. PAS clearly understands and agrees, such understanding and agreement being of the absolute essence of the Agreement, that County shall have available the total maximum sum of Two Million, Eight Hundred Ten Thousand, Five Hundred Eighty-Five Dollars and 00/100 (\$2,810,585.00) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

PAS does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement that the total Maximum Compensation that PAS may become entitled to and the total maximum sum that County may become liable to pay to PAS under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Two Million, Eight Hundred Ten Thousand, Five Hundred Eighty-Five Dollars and 00/100 (\$2,810,585.00).

3. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas law and are included by County regardless of content for purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, PAS hereby verifies that PAS and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
- A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, PAS does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, PAS does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of

such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.

- D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, PAS does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
4. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
5. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, PAS ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
6. **Modifications and Conflict.** Except as modified herein, the Agreement shall remain in full force and effect and has not been otherwise modified or amended. If there is a conflict among documents that make up the Agreement, this Fourth Amendment shall prevail with regard to the conflict.

{EXECUTION PAGE FOLLOWS}

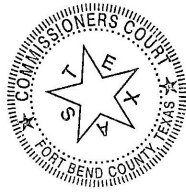
FORT BEND COUNTY, TEXAS

KP George
KP George, County Judge

December 4, 2025
Date

ATTEST:

Laura Richard
Laura Richard, County Clerk



PROPERTY ACQUISITION SERVICES, LLC

Mark Heidaker
Authorized Agent – Signature

Mark Heidaker
Authorized Agent- Printed Name

Owner
Title

11/11/2025
Date

APPROVED:

J. Stacy Slawinski
J. Stacy Slawinski, P.E., County Engineer

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 2,810,585.00 to accomplish and pay the obligation of Fort Bend County, Texas under this Agreement.

Robert E. Sturdivant
Robert E. Sturdivant,
County Auditor

Exhibit A-5: PAS's Proposal dated October 7, 2025

Exhibit A-5



Right-of-Way
and
Acquisition Services
Proposal

for

Fort Bend County

Fort Bend County Mobility Bond
Program (P.O. #210754)

Property Acquisition Services, LLC.
19855 Southwest Freeway, Suite 200
Sugar Land, TX 77479
281-343-7171 office
281-343-8181 fax

October 7, 2025

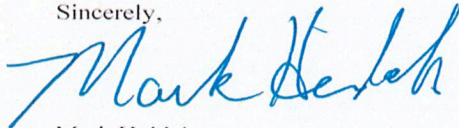
Ms. Jillian Peterson
Fort Bend County
301 Jackson St., 4th Floor
Richmond, TX 77469

Re: Proposal to provide Right-of-Way Acquisition Services

Property Acquisition Services, LLC. (PAS) hereby submits this proposal per your request for the purpose of providing land and right-of-way acquisition services to Fort Bend County under the terms of a Professional Services Agreement. In conjunction with the Fort Bend County Mobility Bond Program (P.O. #210754), we submit the following request for additional funds below.

Thank you for allowing PAS the opportunity to submit this proposal to assist you with your right of way needs. Please contact us at (281) 343-7171 if we can answer any questions or be of further assistance.

Sincerely,



Mark Heidaker
President

**Right-of-Way
Proposal
Mobility Bond Program
Project Name and Number- Koeblen Road (20107)
Estimated completion date: N/A
Estimated Number of Parcels: 14**

<u>Expense Category</u>	<u>Cost</u>
Project Manager Additional hours needed to complete project	\$1,400.00
Title Work Includes Title agent and Title Review.	\$0.00
Appraisal	\$0.00
Appraisal Reviews	\$0.00
Administrative Support Includes Document specialist for preparation of legal documents, database support for tracking status reports and general project support.	\$0.00
Negotiations Includes Right of way agents to support acquiring process for mobility projects and condemnation support when necessary.	\$0.00
Additional Services Counseling, postage, mail personnel for delivery, when necessary, copies, additional title and Right- of- way related items. Receipts/backup must be provided for all expenses.	\$0.00
Total	\$1,400.00

**Right-of-Way
 Proposal
 Mobility Bond Program
 Project Name and Number- Reading Road Intersections (20109)
 Estimated completion date: N/A
 Estimated No. of Parcels: Acquire 3 parcels (In Addition to Original Estimate of 43 parcels)**

<u>Expense Category</u>	<u>Cost</u>
Project Manager Includes part-time manager for the duration of the project.	\$2,100.00
Title Work Includes Title agent and Title Review.	\$1,950.00
Appraisal	\$16,500.00
Appraisal Reviews	\$0.00
Administrative Support Includes Document specialist for preparation of legal documents, database support for tracking status reports and general project support.	\$4,500.00
Negotiations Includes Right of way agents to support acquiring process for mobility projects and condemnation support when necessary.	\$5,700.00
Additional Services Additional hours required to complete acquisition of original parcels (192 hrs.)	\$22,080.00
Total	\$52,830.00

**Right-of-Way
Proposal
Mobility Bond Program
Project Name and Number- Koeblen Road (20115)
Estimated completion date: N/A
Estimated Number of Parcels: 13**

<u>Expense Category</u>	<u>Cost</u>
Project Manager Additional hours needed to complete project.	\$3,150.00
Title Work Includes Title agent and Title Review.	\$0.00
Appraisal	\$0.00
Appraisal Reviews	\$0.00
Administrative Support Includes Document specialist for preparation of legal documents, database support for tracking status reports and general project support.	\$0.00
Negotiations Includes Right of way agents to support acquiring process for mobility projects and condemnation support when necessary.	\$0.00
Additional Services Counseling, postage, mail personnel for delivery, when necessary, copies, additional title and Right- of- way related items. Receipts/backup must be provided for all expenses.	\$0.00
Total	\$3,150.00

**Right-of-Way
Proposal
Mobility Bond Program
Project Name and Number- Evergreen Segment 1 (20122x)
Estimated completion date: N/A**

Estimated Number of Parcels: Acquire 2 parcels (In Addition to Original Estimate of 20 parcels)

<u>Expense Category</u>	<u>Cost</u>
Project Manager Includes part-time manager for the duration of the project.	\$1,400.00
Title Work Includes Title agent and Title Review.	\$1,300.00
Appraisal	\$9,000.00
Appraisal Reviews	\$0.00
Administrative Support Includes Document specialist for preparation of legal documents, database support for tracking status reports and general project support.	\$3,000.00
Negotiations Includes Right of way agents to support acquiring process for mobility projects and condemnation support when necessary.	\$3,800.00
Additional Services Additional hours required to complete acquisition of original parcels (37 hrs.)	\$4,255.00
Total	\$22,755.00

**Right-of-Way
Proposal
Mobility Bond Program
Project Name and Number- Evergreen Segment 2 (20123x)
Estimated completion date: N/A
Estimated Number of Parcels: 28**

<u>Expense Category</u>	<u>Cost</u>
Project Manager Additional hours needed to complete project.	\$4,725.00
Title Work Includes Title agent and Title Review.	\$0.00
Appraisal	\$0.00
Appraisal Reviews	\$0.00
Administrative Support Includes Document specialist for preparation of legal documents, database support for tracking status reports and general project support.	\$0.00
Negotiations Includes Right of way agents to support acquiring process for mobility projects and condemnation support when necessary.	\$0.00
Additional Services Counseling, postage, mail personnel for delivery, when necessary, copies, additional title and Right- of- way related items. Receipts/backup must be provided for all expenses.	\$0.00
Total	\$4,725.00

**Right-of-Way
Proposal
Mobility Bond Program
Project Name and Number- West Belfort (20401)
Estimated completion date: N/A
Estimated Number of Parcels: 2**

<u>Expense Category</u>	<u>Cost</u>
Project Manager Additional hours needed to complete project.	\$875.00
Title Work Includes Title agent and Title Review.	\$0.00
Appraisal	\$0.00
Appraisal Reviews	\$0.00
Administrative Support Includes Document specialist for preparation of legal documents, database support for tracking status reports and general project support.	\$0.00
Negotiations Includes Right of way agents to support acquiring process for mobility projects and condemnation support when necessary.	\$0.00
Additional Services Counseling, postage, mail personnel for delivery, when necessary, copies, additional title and Right- of- way related items. Receipts/backup must be provided for all expenses.	\$0.00
Total	\$875.00

**Right-of-Way
 Proposal
 Mobility Bond Program
 Project Name and Number- West Airport (20402)
 Estimated completion date: N/A
 Estimated Number of Parcels: Acquire 2 Parcels (In Addition to Original Estimate of 2 parcels)**

<u>Expense Category</u>	<u>Cost</u>
Project Manager Includes part-time manager for the duration of the project.	\$1,400.00
Title Work Includes Title agent and Title Review.	\$1,300.00
Appraisal	\$9,000.00
Appraisal Reviews	\$0.00
Administrative Support Includes Document specialist for preparation of legal documents, database support for tracking status reports and general project support.	\$3,000.00
Negotiations Includes Right of way agents to support acquiring process for mobility projects and condemnation support when necessary.	\$3,800.00
Additional Services Counseling, postage, mail personnel for delivery, when necessary, copies, additional title and Right- of- way related items. Receipts/backup must be provided for all expenses.	\$0.00
Total	\$18,500.00

**Right-of-Way
Proposal
Mobility Bond Program
Project Name and Number- McKaskle Road (20408)
Estimated completion date: N/A
Estimated Number of Parcels: 10**

<u>Expense Category</u>	<u>Cost</u>
Project Manager Additional hours needed to complete project.	\$1,400.00
Title Work Includes Title agent and Title Review.	\$0.00
Appraisal	\$0.00
Appraisal Reviews	\$0.00
Administrative Support Includes Document specialist for preparation of legal documents, database support for tracking status reports and general project support.	\$0.00
Negotiations Includes Right of way agents to support acquiring process for mobility projects and condemnation support when necessary.	\$0.00
Additional Services Counseling, postage, mail personnel for delivery, when necessary, copies, additional title and Right- of- way related items. Receipts/backup must be provided for all expenses.	\$0.00
Total	\$1,400.00

**Right-of-Way
Proposal
Mobility Bond Program
Project Name and Number- Old Richmond Road (20409)
Estimated completion date: N/A
Estimated Number of Parcels: 10**

<u>Expense Category</u>	<u>Cost</u>
Project Manager Additional hours needed to complete project.	\$2,100.00
Title Work Includes Title agent and Title Review.	\$0.00
Appraisal	\$0.00
Appraisal Reviews	\$0.00
Administrative Support Includes Document specialist for preparation of legal documents, database support for tracking status reports and general project support.	\$0.00
Negotiations Includes Right of way agents to support acquiring process for mobility projects and condemnation support when necessary.	\$0.00
Additional Services Counseling, postage, mail personnel for delivery, when necessary, copies, additional title and Right- of- way related items. Receipts/backup must be provided for all expenses.	\$0.00
Total	\$2,100.00

Total Additional Funds for P.O. #210754 **\$ 107,735.00**

Total Funds Previously Approved for P.O. #210754 **\$2,702,850.00**

Total for P.O. #210754 **\$2,810,585.00**

Hourly Rates

Principal	\$175.00/hr
Sr. Project Manager	\$150.00/hr
Right of Way Agent	\$115.00/hr
Relocation Agent	\$115.00/hr
Data Analyst	\$80.00/hr
Title Coordinator/Examiner	\$80.00/hr
Clerical	\$60.00/hr

EXHIBIT B

Right-of Way Scope of Work

Acquisition Firms are responsible for managing the right-of-way acquisition process, ensuring all activities are accurately documented in the Masterworks.

Key responsibilities:

Performance & Monitoring

Acquisition firms must provide regular progress reports detailing completed tasks, pending actions, and any challenges encountered. Periodic status meetings will be held to review project milestones ensure adherence to timelines and address any issues and ensure all documentation and processes comply with established standards.

Property Verification and Owner Outreach

Acquisition firms begin by verifying ownership details through surveys and preliminary research, ensuring all information is accurate. They update records in the system and initiate contact with property owners, providing required notices, surveys, and the Bill of Rights. All outreach efforts and property details must be accurately recorded in Masterworks to maintain a clear acquisition History.

Title Examination and Documentation

As part of the acquisition process firms work with title companies to open and review title commitments. They examine ownership details and identify any encumbrances, such as liens or judgements.

Valuation and assessment Coordination

To determine fair market value acquisition firms, facilitate property appraisals, coordinating meetings between appraisers and landowners. They document any potential relocation needs and submit appraisal reports for county approval. All appraisal records and valuation assessments must be entered into Masterworks for tracking and approval purposes.

Offer presentation and Negotiation Management

Acquisition firms handle negotiations by formally presenting initial offers to property owners and tracking all interactions. They review counteroffers, ensure accuracy, and submit them for county evaluation. Once the county decides, they issue approval or denial letters. When and if necessary, prepare documentation for condemnation process. Every step of the negotiation, including offers, counteroffers, and property owner communications, must be documented in Masterworks to maintain a complete transaction history.

Finalizing Transactions and Closing Procedures

To complete the acquisition, firms obtain updated title documents, resolve outstanding encumbrances, and coordinate with title companies for closing. They ensure all required paperwork is submitted for

county approval, manage payment requests, and archive final documents. The closing process, including deed transfers and financial transactions must be fully recorded in Masterworks to ensure compliance and proper project closeout.

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:
 2025-1373534

Date Filed:
 10/07/2025

Date Acknowledged:
 12/04/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 PAS Property Acquisition Services, LLC
 Sugar Land, 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, Texas

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.
 2020 Mobility Bond
 Right of Way Acquisition

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Heidaker, Mark	Sugar Land, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

My address is _____, _____, _____, _____.
(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)