

OCCUPANCY AGREEMENT

THE STATE OF TEXAS	§	County: Galveston
	§	District: Houston
COUNTY OF GALVESTON	§	Federal Project No.: N/A
		ROW CSJ No.: 3510-01-008
		Parcel No.: P00087293 (309)

This agreement entered into this _____ day of _____, 2026, by and between the **State** of Texas, acting by and through the Texas Department of Transportation, hereinafter called the **State**, and the City of League City, hereinafter called the **Occupant**, WITNESSETH:

WHEREAS, Tract 309 bisects property owned by the Occupant on both the north and south sides, and the Occupant is presently constructing detention ponds and park improvements requiring intermittent access across Tract 309; and

WHEREAS, the State desires to avoid delay to the Grand Parkway Project while accommodating the City's short-term construction access requirements;

In consideration of the State's allowing the **Occupant** to occupy the premises located in Galveston County, Texas and generally described as vacant land south of Ervin Street, west of Calder Drive, and north of Magnolia Bayou, and more particularly described in the attached Exhibit A, which are required by the **State** for highway purposes, the **Occupant** agrees as follows:

1. **Occupant** acknowledges that **Occupant** has inspected the property and is occupying the premises "AS IS" with all faults. **Occupant** hereby waives any and all causes of action, claims, demands, damages and liens based on any warranty, expressed or implied, including but not limited to any implied warranty of suitability for a particular purpose and any warranty of habitability. **Occupant** shall indemnify and hold harmless the **State**, its successors and assigns and its agents, representatives and employees ("Indemnified Parties"), against any and all proceedings, suits, actions, claims, damages, judgments, liabilities, awards and expenses whatsoever ("Claims") which may be brought or instituted on account of or growing out of any and all injuries or damages, including death, to persons or property relating to any occurrence in, upon, at or from the premises or any part thereof, and all losses thereto, including but not limited to, all costs of defending against, investigating and settling the Claims.
2. Occupancy shall terminate as of October 31, 2026, subject, however, to such written extensions of time as the **State** may grant. Such extensions will be granted only upon a showing by the **Occupant** of extenuating circumstances which in the opinion of the **State** will justify such extension.
3. Said occupancy shall be for the benefit of the **Occupant** exclusively, and **Occupant** acknowledges that said occupancy hereunder shall be for the sole benefit of said **Occupant** and that no payment has been made or is to be made to the **State** for use of said premises, and any attempt to assign such benefit, or to lease, rent, sublet or in any manner suffer or permit occupancy of said premises by a third party shall automatically suspend the operation of this agreement.

4. **Occupant** shall make every reasonable effort to keep improvements in good repair and shall exercise such diligence as may be necessary to protect same from damage. The Occupant further agrees to coordinate any movement, crossings, or construction-related traffic over Tract 309 with the State's designated project manager so as not to delay or interfere with TxDOT's construction activities or contractor mobilization.
5. It is understood that the terms of this agreement apply only to the land and improvements for which title is acquired in the name of the **State**.
6. **Occupant** agrees to notify the **State** upon vacating the premises.
7. The **State's** employees or agents will be permitted to inspect the premises from time to time.
8. The **State** assumes no responsibility for utilities.
9. It is mutually agreed and understood that any benefits which may accrue to the **Occupant** under the **State's** Relocation Assistance Program will be handled entirely separate from and in addition to this agreement. **Occupant** hereby acknowledges receipt of the brochure entitled "*Relocation Assistance*."

WITNESS, OUR HANDS, ON THE DAY AND YEAR FIRST ABOVE WRITTEN:

OCCUPANT:

STATE OF TEXAS

City of League City

By: _____

Right of Way Manager, Houston Region
Texas Department of Transportation