

March 19, 2025

City of League City
c/o Ron Bavarian
300 W. Walker Street
League City, Texas 77573-3898

TxC ROW Project ID: R00011658
TxC Parcel ID: P00091278(329)
ROW CSJ: 3510-01-008
County: Galveston
Highway: SH99 Segment B-1
Location: IH45 S to Brazoria County Line
District: Houston

Dear Mr. Bavarian

Our negotiations for highway right of way across your property have progressed to the point that you have indicated a willingness to sign a deed in return for payment as agreed to in our previous discussions. It is thought to be in the best interests of both you and the Texas Department of Transportation to confirm this agreement in order to avoid any possible misunderstanding as to the details of the purchase or the process by which the Department will make payment.

Your property consists of a 0.0687-acre (2,995 square feet) parcel of land, located in the I. & G.N.R.R. Co. Survey, Abstract Number 596, Galveston County, Texas, located at the East line of Maple Leaf Drive, north of Muldoon Parkway. The right of way being purchased by the Texas Department of Transportation has been thoroughly explained. The payment of the amount of \$5,990.00 as herein agreed to will constitute full payment to be made by the Texas Department of Transportation for the property to be conveyed to the State. The State and Owner(s) have agreed to the following provisions:

Until payment is made by the State, title and possession of the property to be conveyed remain with you. You shall bear all risk of loss to any and all such property prior to such payment. Either you or the State shall have the right to terminate this agreement.

After the date of payment of the purchase price, you will be reimbursed for any fair and reasonable incidental expenses necessarily incurred in transferring title to the property for use by the Texas Department of Transportation. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes and similar expenses incidental to conveying the real property to the Department and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the real property. Voluntary unnecessary expenses or expenses incurred in clearing questionable title will not be eligible for reimbursement. Eligible incidental expenses will be reimbursed upon submission of a claim supported by receipted bills or other evidence of actual expenses incurred. You may file a written request for review if you believe that the Department failed to properly determine the eligibility for or the amount of incidental expenses to be reimbursed. There is no standard form on which to request a review of a claim; however, the claim must be filed with this office within six months after you are notified of the Department's determination on any claim for reimbursement.

The payment of the amount herein stated and the terms provided constitute the only promises, considerations and conditions of this purchase; and, no other promises, consideration or conditions have been signified or implied,

save and except any benefits which may accrue to you under the State's Relocation Assistance Program and the mutual benefits to be derived by you and the Texas Department of Transportation from the signing of this agreement.

The State, without cost to you as the owner, will pay the cost of recording all instruments conveying title to the State.

It is suggested that you carefully review the proposed deed and satisfy yourself (-selves) as to its (their) provisions. With your signing of this agreement and execution of the deed, the State will proceed with the issuance of a State warrant, which will be make out jointly to you and to Charter Title Company, agent for Texas Department of Transportation. This company has been designated as the State's closing agent and is responsible to see that the Texas Department of Transportation obtains clear title. They will not endorse the warrant and make payment until clear title is secured. At the same time, you have the right not to endorse the warrant and accept payment until you are fully satisfied on all details of the transaction.

Sincerely,

Right of Way Project Delivery Manager
Texas Department of Transportation

Date

I (We) fully understand the Texas Department of Transportation proposal as contained in this agreement and hereby acknowledge receipt of the brochure entitled "*Relocation Assistance*."

I (We) understand that relocation assistance benefits are handled entirely separate from and in addition to this transaction and agree that my (our) execution of the Right of Way Deed is based on this understanding.

Property Owner's Signature

Property Owner's Signature

Date

Date



**POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES
WITH ADDITIONAL PAYMENT OF INDEPENDENT CONSIDERATION**

STATE OF TEXAS

§

ROW CSJ: 3510-01-008

§

Parcel ID: P00091278 (329)

COUNTY OF GALVESTON

§

Project No.: R00011658

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between the State of Texas, acting by and through the Texas Department of Transportation (the "State"), and City of League City (the "Grantor" whether one or more), grants to the State, its contractors, agents and all others deemed necessary by the State, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of Highway No. SH 99 (the "Highway Construction Project"). The property subject to this Agreement is described more fully in field notes and plat map (attached as "Exhibit A") and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the State which is set forth in Paragraphs 2 and 3 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells and conveys to the State of Texas the right of entry and exclusive possession and use of the Property for the purpose of constructing a highway and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Highway Construction Project. This Agreement will extend to the State, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the State in the future, and all others deemed necessary by the State for the purpose of the Highway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property.
2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the State will tender to the Grantor the sum of Zero Dollars (\$0.00). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The State will be entitled to take possession and use of the Property upon tender of payment. The parties agree that the sum tendered represents 0.00 percent of the State's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the State's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the State in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the State has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the State, the Grantor will promptly refund the overpayment to the State.

3. As additional consideration, the State will tender to the Grantor the sum of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00), the receipt and sufficiency of which is acknowledged. The parties agree that the sum tendered under this Paragraph 3:
 - (i) is independent consideration for the possession and use of Grantor's Property and represents no part of the State's compensation to be paid for the anticipated purchase of the Property; and
 - (ii) will not be refunded to the State upon any acquisition of the Property by the State.
4. The effective date of this Agreement will be the date on which payment pursuant to Paragraphs 2 and 3 above was tendered to the Grantor by the State, or disbursed to the Grantor by a title company acting as escrow agent for the transaction, (the "Effective Date").
5. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances or that proper releases will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the State from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.
6. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the State in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date of this Agreement.
7. This Agreement is made with the understanding that the State will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the State, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), if any; all as the Property exists on the Effective Date of this Agreement. The State's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. There will be no project impact upon the appraised value of the Property. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.
8. In the event the State institutes or has instituted eminent domain proceedings, the State will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the State until entry of judgment.
9. The purpose of this Agreement is to allow the State to proceed with its Highway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the State's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Highway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Highway Construction Project, based upon claims that the condemning authority has no authority to

acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

10. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the State to take and use all other minerals and materials thereon, and thereunder.
11. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property, including prorated taxes for the year in which the State takes possession under this agreement.
12. Notwithstanding the acquisition of right of possession to the Property by the State in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the State acquires title to the Property either by negotiation, settlement, or final court judgment.
13. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.
14. It is agreed the State will record this document.
15. Other conditions: None.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the State of Texas and its assigns forever, for the purposes and subject to the limitations set forth above.

GRANTOR:

BY: _____

Printed Name: _____

Title: _____
(if Grantor is an entity other than an individual person)

Date: _____

Corporate Acknowledgment

State of Texas
County of Galveston

This instrument was acknowledged before me on _____ by

_____ , _____
of _____ City of League City _____, a _____ corporation, on behalf of said

corporation. The acknowledging person personally appeared by:

☐ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for
online notarization under Texas Government Code chapter 406, subchapter C.

Notary Public's Signature

THE STATE OF TEXAS

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
Thien Nguyen

Date: _____

DRAFT

EXHIBIT A

County: Galveston
Highway: SH 99 Segment B1
Limits: I-45 S to Brazoria County Line
RCSJ: 3510-01-008
ROW Project ID R00011658

Property Description Parcel 329 / Parcel ID No. P00091278

Being a 0.0687-acre (2,995 square feet) parcel of land, located in the I. & G.N.R.R. Co. Survey, Abstract Number 596, Galveston County, Texas, and being out of a called 37.61-acre tract of land, conveyed by Special Warranty Deed from Land Funds two & three, Joint Venture to City of League City, executed June 29, 2007, and recorded in Instrument No. 2008006479, of the Official Public Records of Galveston County, Texas (O.P.R.G.C.T.), said 0.0687-acre parcel being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod with TXDOT aluminum disk set for a curve to the left, being on the said proposed northerly right-of-way line of SH 99, the existing easterly right-of-way line of said Maple Leaf Drive, the southerly line of said called 37.61 acre tract, and being the northerly line of said called 57.064 acre tract, located 200.00 feet left of State Highway (SH) 99 Proposed Baseline Station 6513+19.04, thence as follows:

In a northwesterly direction along the said existing easterly right-of-way line of Maple Leaf Drive, having a central angle of 06°31'43", a radius of 1,560.00 feet, an arc length of 177.75 feet, a chord bearing of North 21°37'58" West, a chord distance of 177.66 feet, to a 5/8 inch iron rod with TXDOT aluminum disk set on the proposed northerly right-of-way line of State Highway 99 (SH 99) and the end of said curve to the left,

North 46° 27' 39" East, over and across said called 37.61 acre tract, along the said proposed northerly right-of-way line of SH 99, a distance of 172.50 feet to a 5/8 inch iron rod with TXDOT aluminum disk set for the **POINT OF BEGINNING** of the herein described parcel, having coordinates of N=13,736,768.45, and E=3,186,432.36, located 480.14 feet left of State Highway (SH) 99 Proposed Baseline Station 6513+94.58. All bearings and distances shown hereon are based on the Texas State Plane Coordinate System, South Central Zone (4204), North American Datum of 1983 (NAD83), (2011) (Epoch 2010.00), all elevations shown hereon are referenced to the North American Vertical Datum of 1988 (GEOID 18). Coordinates and distances are U.S. Survey feet displayed in surface values and may be converted to grid values by dividing by a combined surface adjustment factor of 1.00013;

EXHIBIT A

1. **THENCE**, North 46° 33' 07" West, over and across said called 37.61-acre tract, along the said proposed northerly right-of-way line of SH 99, a distance of 53.72 feet to a 5/8-inch iron rod with TXDOT aluminum disk set for and angle point, located 519.24 feet left of State Highway (SH) 99, Proposed Baseline Station 6513+57.74;
2. **THENCE**, North 47° 12' 05" East, over and across said called 37.61-acre tract, a distance of 56.43 feet to a 5/8-inch iron rod with TXDOT aluminum disk set for and angle point, located 555.17 feet left of State Highway (SH) 99, Proposed Baseline Station 6514+01.25;
3. **THENCE**, South 46° 08' 02" East, over and across said called 37.61-acre tract, a distance of 52.97 feet to a 5/8-inch iron rod with TXDOT aluminum disk set for an angle point, located 516.35 feet left of State Highway (SH) 99 Proposed Baseline Station 6514+37.30;
4. **THENCE**, South 46° 27' 39" West, over and across said called 37.61-acre tract, a distance of 56.00 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 0.0687 acres (2,995 square feet) parcel of land.

EXHIBIT A

Notes:

Access will be permitted to the remainder property abutting the highway facility.

** The monument described and set in this call may be replaced with a Texas Department of Transportation Type II right-of-way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by the Texas Department of Transportation.

This description was prepared in conjunction with and accompanied by a plat of even date herewith.

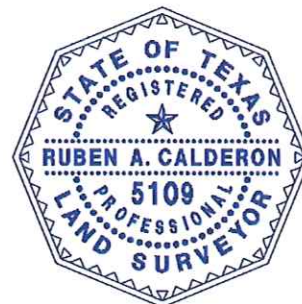
Abstracting performed by Courthouse Specialist from June 2023 to October 2023.

I, Ruben A. Calderon, hereby certify that the above description is true and correct and depicts a survey made on the ground under my supervision in March 2025.



Ruben A. Calderon, RPLS
Texas Registration Number 5109
TBPELS Surveying Firm Reg. No. 10030700
RODS Surveying Inc.
6810 Lee Road Spring, Texas 77379
Phone (281) 257-4020

March 7, 2025



NOTES:
1. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM OF 1983 (NAD83) (2011 ADJ.; EPOCH 2010.00).

2. ALL ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) (GEOID 18).

3. COORDINATES AND DISTANCES ARE U.S. SURVEY FEET, DISPLAYED IN SURFACE VALUES, AND MAY BE CONVERTED TO GRID VALUES BY DIVIDING BY THE SURFACE ADJUSTMENT FACTOR OF 1.00013.

4. HORIZONTAL COORDINATES ARE BASED ON REDUNDANT GPS RTN OBSERVATIONS MEASURED FROM TXDOT CORS TXLM DURING JANUARY, FEBRUARY, MAY & JUNE 2023.

5. ELEVATIONS ARE BASED ON REDUNDANT GPS RTN OBSERVATIONS, ADJUSTED WITH DIGITAL LEVELING CONSTRAINED TO THE STATIC GPS DERIVED ELEVATIONS OF THE PRIMARY MONUMENTS AND THE PUBLISHED ELEVATION OF NATIONAL GEODETIC SURVEY BENCHMARK AM5683. OFF-SITE AGENCY BENCHMARKS AND LEGACY CONTROL RECOVERED EAST OF 1H 45 FOR REFERENCE WERE NOT LEVELED.

6. ALL SET PRIMARY AND SECONDARY CONTROL DISKS ARE STAMPED WITH THE POINT NAMES.

7. **=THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TXDOT TYPE II RIGHT OF WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TXDOT.

8. ■ = SET 5/8" IRON ROD WITH TXDOT ALUMINUM CAP.

9. ABSTRACTING PERFORMED BY COURTHOUSE SPECIALIST FROM JUNE 2023 TO OCTOBER 2023.

10. FIELD SURVEYS PERFORMED DURING THE MONTHS OF JUNE 2023 THROUGH OCTOBER 2023.

11. ACCESS IS PROHIBITED ACROSS THE ACCESS DENIAL LINE TO THE HIGHWAY FACILITY FROM THE ABUTTING REMAINDER PROPERTY.

A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

RUBEN A. CALDERON, RPLS NO. 5109
RELEASE DATE MARCH, 2025.

I, RUBEN A. CALDERON, HEREBY CERTIFY THAT THE HEREON MAP OR PLAT IS TRUE AND CORRECT AND DEPICTS A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION DURING THE MONTHS OF JUNE 2023 THROUGH MARCH 2025.

03/07/2025
DATE



RUBEN A. CALDERON
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5109, STATE OF TEXAS

EXISTING	TAKING	REMAINING
CALLED	0.0687 AC	37.54 AC LT
37.61 AC	2,995 SF	0 AC RT

RODS SURVEYING, INC.

6810 LEE ROAD SPRING, TEXAS 77379
TEL (281) 257-4020 FAX (281) 257-4021
TBPLS FIRM REGISTRATION # 10030700

PARCEL PLAT

SHOWING
PARCEL P00091278/329

SH 99 GALVESTON COUNTY
RCSJ 3510-01-008
TXC PROJECT ID: R00011658
MARCH, 2025

**I. & G.N.R.R.
CO. SURVEY
ABSTRACT 596**

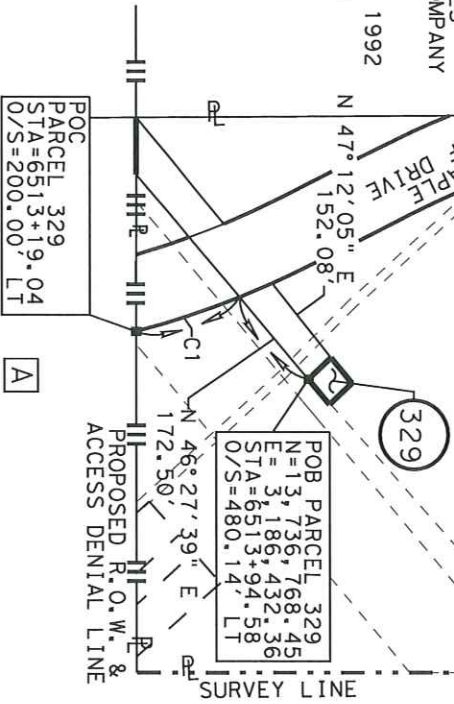
**I. & G.N.R.R.
CO. SURVEY
ABSTRACT 615**

PARENT TRACT INSET
PARCEL 329
(N.T.S.)
37.61 AC. (1,638,490 SQ. FT.)
OUT OF 838.32 AC. TR.
CITY OF LEAGUE CITY
DOC. NO. 2008006479
EX. JUNE 29, 2007
O.P.R.G.C.T.

C1
D = 06°31'43"
R = 1,560.00'
L = 177.75'
CHB = N 21°37'58" W
CHD = 177.66'

(TRACT 4)
CALLED 57.064 ACRES
FORESTAR (USA) REAL ESTATE
GROUP INC.
DOC# 2022065217
EXECUTED: OCTOBER 14, 2022
O.P.R.G.C.T.

(FIRST TRACT)
CALLED 941.89 ACRES
WESLEY WEST CATTLE COMPANY
CORRECTION DEED
DOC. NO. 9222784
EXECUTED: JANUARY 1, 1992
O.P.R.R.P.G.C.T.



RODS SURVEYING, INC.
6810 LEE ROAD
TEL (281) 257-4020 FAX (281) 257-4021
TBPLS FIRM REGISTRATION # 10030700

PARCEL PLAT
SHOWING
PARCEL P00091278/329
SH 99 GALVESTON COUNTY
RCSJ 3510-01-008
TXC PROJECT ID: R00011658
MARCH, 2025
PAGE 5 OF 7
N.T.S.

LEGEND

- SET 5/8" IR W/TXDOT ALUM CAP
(UNLESS OTHERWISE NOTED)
- FOUND 5/8" IR W/TXDOT ALUM CAP
- FOUND (MONUMENT) AS INDICATED
- SET (MONUMENT) AS INDICATED
- ▲ CALCULATED POINT

③ PARCEL NUMBER

R PROPERTY LINE SYMBOL

Z LAND HOOK

(UTS) UNABLE TO SET

O.P.R.G.C.T. OFFICIAL PUBLIC RECORDS
GALVESTON COUNTY, TEXAS

O.P.R.R.P.G.C.T. OFFICIAL PUBLIC RECORDS REAL
PROPERTY GALVESTON COUNTY, TEXAS

P.R.G.C.T. PLAT RECORDS GALVESTON COUNTY, TEXAS

G.C.M.R. GALVESTON COUNTY MAP RECORDS

ACCESS DENIAL —||—||—
LINE

RODS SURVEYING, INC.

6810 LEE ROAD SPRING, TEXAS 77379
TEL (281) 257-4020 FAX (281) 257-4021
TBPLS FIRM REGISTRATION # 10030700

PARCEL PLAT

SHOWING

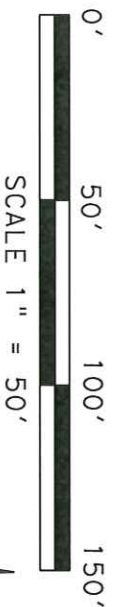
PARCEL P00091278/329

SH 99 GALVESTON COUNTY

RCSJ 3510-01-008

TxC PROJECT ID: R00011658

MARCH, 2025



0.9560 ACRE
(PIPELINE EASEMENT)
EXXON PIPELINE COMPANY
VOL. 3275, PG. 528
EXECUTED JULY 24, 1980
O.P.R.G.C.T.

LINE TABLE	
NO.	BEARING DIST.
L1	N 47° 12' 05" E 56.43'
L2	S 46° 08' 02" E 52.97'
L3	S 46° 27' 39" W 56.00'
L4	N 46° 33' 07" W 53.72'

6810 LEE ROAD SPRING, TEXAS 77379
TEL (281) 257-4020 FAX (281) 257-4021
TBPLS FIRM REGISTRATION # 10030700

SHOWING
PARCEL P00091278/329
SH 99 GALVESTON COUNTY
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