

May 23, 2025

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

R00011658 TxC ROW Project ID: P00091284 (335TCE) TxC Parcel ID: ROW CSJ: 3510-01-008 Galveston County: SH99 Segment B-1 Highway: 5 S to Brazoria County Line Location: Houston District:

Dear Mr. Bavarian:

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

Your property consists of a 0.2301-acre (10,024 square et land, located in the I. & G.N.R.R. Co. Survey, Abstract Number 596, Galveston County, Total Ocated the east line of Maple Leaf Drive, north of Muldoon Parkway, Galveston County, League Cir., Texas 77573. The right of way being purchased by the Texas Department of Transportation has een the bughly explained. The payment of the amount of \$9,622.00 payant to be made by the Texas Department of as herein agreed to will constitution Transportation for the property to be convered to the State. The State and Owner(s) have agreed to the following provisions:

Until payment is made by he State, title and possession of the property to be conveyed remain with you. You shall bear all risk of loss to any and such preferty 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 easement and satisfy yourself (-selves) as to its (their) provisions. With your signing of this agreement and execution of the easement, 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 Dave Manag Texas Department of Transportation		Date		
	nd the Texas portmen of Transportation of the bachure en ted to location Assista		nent and hereby		
I (We) understand that relocation assistance benefits are handled entirely separate from and in addition to this transaction and agree that my () execution of the Right of Way Deed is based on this understanding.					
Property Owner's Sig	nature	Property Owner's Signature			
Date		Date			

Form ROW-N-MOA (03/24) Page 2 of 2





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

 STATE OF TEXAS
 \$
 ROW CSJ: 3510-01-008

 \$
 Parcel ID: P00091284 (335TCE)

 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.



Form ROW-N-PUAIC (Rev. 11/20) Parcel ID: P00091284 (335TCE) Page 4 of 5

GRANTOR: City of League City

	BY:			
	Printed Name:			
	Title:			
	Date:	(if Grantor is an entity other than an individual person)		
#: : : : :	Corpor	ate Acknowledgment		
State of Texas County of Galveston				
This instrument was acknow	vledged before me	e onby		
ofCity of League City	, on behalf of s	aid entity. The acknowledging person personally appeared		
by:				
physically appearing be	fore me.			
		o and video communication that meets the requirements for 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:	•		
,	:	ton District Manager	r
	A		
Dat	te:	*	

May 2025 Parcel ID P00091284 Parcel 335 (TCE) Page 1 of 7

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 335 (TCE) / Parcel ID No. P00091284

Being a 0.2301-acre (10,024 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 0.2301-acre parcel being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod with TXDOT aluminum disk set on the proposed northerly right-of-way and Access Denial Line of SH 99, being an interior corner of a certain called 1,777.3392 acre tract, conveyed to Martron LLC., by Special Warranty Deed, executed December 27, 2012, and recorded in Instrument No. 2013000636, of the (O.P.R.G.C.T.), the north line of a certain called 57.064 acre tract of land, conveyed by Special Warranty Deed to Forestar (USA) Real Estate Group Inc., executed October 14, 2022, and recorded in Instrument No. 2022065217, of the (O.P.R..G.C.T), and being the southeast corner of said called 37.61 acre tract, thence as follows:

South 86° 45' 05" West, along the common southerly line of said called 37.61 acre tract, the north line of said called 57.064 acre tract and along the said proposed northerly right-of-way and Access Denial Line of SH 99, a distance of 25.69 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=13,736,514.46, and E=3,186,900.86, located 200.00 feet left of State Highway (SH) 99 Proposed Baseline Station 6518+47.93. 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;

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EXHIBIT A

- 1. **THENCE**, South 86° 45' 05" West, along the northerly line of said called 57.064-acre tract, the southerly line of said called 37.61-acre tract and the said proposed northerly right-of-way and Access Denial Line of SH 99, a distance of 84.47 feet, to a 5/8-inch iron rod with TXDOT aluminum disk stamped "ADL" set for the end of said Access Denial Line and being an angle point, located 200.00 feet left of State Highway (SH) 99 Proposed Baseline Station 6517+63.46;
- 2. **THENCE**, North 45° 43' 38" West, departing the said proposed northerly right-of-way and Access Denial Line of SH 99, over and across said called 37.61-acre tract, a distance of 127.07 feet to a 5/8-inch iron rod with TXDOT aluminum disk set for an angle point, located 293.72 feet left of State Highway (SH) 99 Proposed Baseline Station 6516+77.64;
- 3. **THENCE**, North 45° 33' 28" East, over and across said called 37.61-acre tract, a distance of 66.41 feet to a 5/8-inch iron rod set for an angle point, located 337.46 feet left of State Highway (SH) 99 Proposed Baseline Station 6517+27.62;
- 4. **THENCE**, South 44° 26' 32" East, over and across said called 37.61-acre tract, a distance of 182.67 feet, to the **POINT OF BEGINNING** of the herein described parcel and containing 0.2301 acres (10,024 square feet) parcel of land.

May 2025 Parcel ID P00091284 Parcel 335 (TCE) Page 3 of 7

EXHIBIT A

Notes:

Access is prohibited across the Access Denial Line to the highway facility from the abutting remainder property.

** 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.

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

Abstracting performed by Courthouse Specialist from June 2023 to May 2025.

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 May 2025.

Rue O. Casari

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 May 14, 2025



4. HORIZONTAL COORDINATES ARE BASED ON REDUNDANT GPS RTN OBSERVATIONS MEASURED FROM TXDOT CORS TXLM DURING JANUARY, FEBRUARY, MAY & JUNE 2023. 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. 2. ALL ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) (GEOID 18). 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).

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 AW5683.
OFF-SITE AGENCY BENCHMARKS AND LEGACY
CONTROL RECOVERED EAST OF IH 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 BT TXDOT.

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

9. ABSTRACTING PERFORMED BY COURTHOUSE SPE-CIALIST FROM JUNE 2023 TO MAY 2025.

11. ACCESS IS PROHIBITED ACROSS THE DENIAL LINE TO THE HIGHWAY FACILITY THE ABUTTING REMAINDER PROPERTY. 9.0 . FIELD SURVEYS PERFORMED FROM JUNE MAY 2025. ACCESS 2023

> 05/14/2025 DATE



I RUBEN A CALDERON, HEREBY CERTIFY THAT THE HEREON MAP OF PLAT IS TRUE AND CORRECT AND DEPICTS A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION IN MAY 2025.

SR

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

EVEN

RUBEN A. CALDERON, RPLS NO. RELEASE DATE MAY 2025.

5109

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

	.61 AC	ALLED	KISTING
RODS SURVEY	10,024 SF	0.2301 AC	TAKING
SURVEYING, INC.	O AC RT	37.61 AC L	REMAINING

S

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

PARCEL PLAT

ARCEL P00091284/335 (TCE) SHOWING GALVESTON COUNTY

SH 99

MAY, TxC PROJECT RCSJ 3510-01-008 2025 ID: R00011 658

AGE 4

LEGEND

☐ FOUND 5/8"IR W/TXDOT ALUM CAP SET 5/8"IR W/TXDOT ALUM CAP (UNLESS OTHERWISE NOTED)

 SET (MONUMENT) AS INDICATED ▲ CALCULATED POINT

O FOUND (MONUMENT) AS INDICATED

PARCEL NUMBER

W

LAND HOOK PROPERTY LINE SYMBOL

(UTS) UNABLE TO SET

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

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

ACCESS DENIAL

RODS SURVEYING, INC.

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

SHOWING

PARCEL MAY, 2025 TxC PROJECT ID: R00011658 RCSJ 3510-01-008 86 HS P00091284/335 (TCE) GALVESTON COUNTY