

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

 STATE OF TEXAS
 §
 ROW CSJ: 0086-14-091

 §
 Parcel No.: P00054651 (42)

 COUNTY OF WEBB
 §
 Project No.: US 59

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 Laredo**, a **Texas Municipal Corporation** (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. US 59 (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, 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 Three Million Five Hundred Sixty Two Hundred Thirty-Five and no/100 Dollars (\$3,560,235.00). 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 zero 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 Twenty-Five Thousand and 00/100 Dollars (\$25,000.00), 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: N/A.

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.

GRANTORS:

City of Laredo, a Texas Municipal Corpora	ation:
By:	
Date:	
State of Texas County of	Acknowledgment
This instrument was acknowledged before me on Manager of City of Laredo, a Texas Municipal Cacknowledging person personally appeared by:	, 2024 by Joseph Neeb, as City orporation, on behalf of said Municipal Corporation. The
physically appearing before me. appearing by an interactive two-way audio an notarization under Texas Government Code, Cha	d video communication that meets the requirements for online pter 406, Subchapter C.
(seal)	Notary Public, State of Texas Notary ID#

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:	
	Fernando Martinez, Right of Way Manager
Date:_	

Revised November 9, 2022 April 30, 2021 Parcel 42 Parcel ID P00054651.001 Page 1 of 15

EXHIBIT "A"

County: Webb

Highway: United States Highway 59

Project Limits: From 0.12 mi. S. of E. Corridor Rd. (Airport) to 0.36 mi. South of University

RCSJ: 0086-14-091 Project No. R00004929

Property Description for Parcel 42 (Parcel ID P00054651.001)

Being a 7.498 acre (326,609 square feet) parcel of land located in the Dona Maria Gertrudis Sanches, Porcion Number 27, Abstract Number 284, and in the Jane Guyman Survey Number 1714, Abstract Number 517, Webb County, Texas, being out of that certain 1,259.23 acre tract, conveyed from the United States of America to the City of Laredo in an Indenture executed February 25, 1975 and recorded in Volume 478, Page 471, Deed Records of Webb County, Texas (D.R.W.C.T.), being also out of a 152.076 acre tract described as Lot 1, Block 1 of Laredo International Airport Passenger Terminal Subdivision as shown in Volume 16, Page 45, Map Records of Webb County, Texas (M.R.W.C.T.), said 7.498 acre (326,609 square feet) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING at a fence post found for an angle point on the common south line of the said 152.076-acre tract with the northern line of a calculated 138.27-acre tract remainder of that certain 1,161.66 acre tract conveyed to Webb County in a Deed executed August 17, 1949, and recorded in Volume 209, Page 487, D.R.W.C. T., thence as follows:

North 56° 42' 05" East, along the common line of the southerly line of said called 152.076 acre tract with the northerly line of said 138.27 acre tract remainder, a distance of 53.23 feet to a 5/8-inch iron rod with a Texas Department of Transportation (TxDOT) aluminum cap stamped "ADL" set marking the proposed westerly right-of-way and Access Denial Line of U.S. Highway 59 a variable width right-of-way, at 178.68 feet left of U.S. Highway 59 Proposed Baseline Station 170+42.78 and the **POINT OF BEGINNING** of the herein described parcel, having surface coordinates of N=17,087,226.76 and E=675,354.50;

- 1. **THENCE, North 04° 12' 19" West**, across said 152.076-acre tract and along the proposed westerly right-of-way Line of said U.S. Highway 59, a distance of **184.85 feet** to a 5/8-inch iron rod with TxDOT aluminum cap stamped "ADL" set 202.05 feet left of U.S. Highway 59 Proposed Baseline Station 172+11.91;**
- 2. **THENCE**, **North 07° 32' 22" East**, continuing across said called 152.076 acre tract and along the proposed westerly right-of-way and Access Denial Line of said U.S. Highway 59, at a distance of 100.24 feet pass a 5/8-inch iron rod with TxDOT aluminum cap set 200.00 feet left of U.S. Highway 59 Proposed Baseline Station 173+03.93, continuing for a total distance of **467.17 feet** to a 5/8-inch iron rod with TxDOT cap set 200.00 feet left of U.S. Highway 59 Proposed Baseline Station 176+70.86;**

Revised November 9, 2022 April 30, 2021 Parcel 42 Parcel ID P00054651.001 Page 2 of 15

EXHIBIT "A"

- 3. **THENCE**, **North 06° 50' 31" East**, continuing across said called 152.076-acre tract and along the proposed westerly right-of-way and Access Denial Line of said U.S. Highway 59, at a distance of 128.71 feet pass a 5/8-inch iron rod with TxDOT aluminum cap stamped A.D.L. set for the beginning of access permitted, 201.57 feet left of U.S. Highway 59 Proposed Baseline Station 177+99.57, at a distance of 272.47 feet pass a 5/8-inch iron rod with TxDOT aluminum cap stamped A.D.L. set for the end of said access permitted, 203.32 feet left of U.S. Highway 59 Proposed Baseline Station 179+43.32, at a distance of 321.16 feet pass a 5/8-inch iron rod with TxDOT aluminum cap set 204.01 feet left of U.S. Highway 59 Proposed Baseline Station 180+00.00, and continuing a total distance of **414.98 feet** to a 5/8-inch iron rod with TxDOT aluminum cap set, 205.05 feet left of U.S. Highway 59 Proposed Baseline Station 180+85.81;**
- 4. **THENCE**, **North 07° 44' 47" East**, continuing across said called 152.076 acre tract and along the proposed westerly right-of-way line of said U.S. Highway 59, at a distance of 89.74 feet pass a 5/8-inch iron rod with TxDOT aluminum cap stamped A.D.L. set for the beginning of access permitted, 204.73 feet left of U.S. Highway 59 Proposed Baseline Station 181+75.55, at a distance of 162.31 feet pass a 5/8-inch iron rod with TxDOT aluminum cap set 204.46 feet left of U.S. Highway 59 Proposed Baseline PC Station 182+48.12, continuing for a total distance of **219.50 feet** to a 5/8-inch iron rod with TxDOT aluminum cap set 205.00 feet left of U.S. Highway 59 Proposed Baseline Station 183+00.00;**
- 5. **THENCE**, **North 12° 28' 32" East**, continuing across said called 152.076-acre tract and along the proposed westerly right-of-way line of said U.S. Highway 59, a distance of **182.77 feet** to a 5/8-inch iron rod with TxDOT aluminum cap set 201.57 feet left of U.S. Highway 59 Proposed Baseline Station 184+66.80;**
- 6. **THENCE**, **North 14° 32' 19" East**, continuing across said called 152.076 acre tract and along the proposed westerly right-of-way line of said U.S. Highway 59, at a distance of 354.19 feet pass a 5/8-inch iron rod with TxDOT aluminum cap stamped A.D.L. set for the end of access permitted, 195.33 feet left of U.S. Highway 59 Proposed Baseline Station 188+20.94, at a distance of 621.68 feet pass a 5/8-inch iron rod with TxDOT aluminum cap set 190.62 feet left of U.S. Highway 59 Proposed Baseline Station 190+88.38, continuing for a total distance of **841.20 feet** to a 5/8-inch iron rod with TxDOT aluminum cap stamped A.D.L. set for the end of access denied and being on the common line of the easterly line of said called 152.076 acre tract with the existing westerly right-of-way line of Bob Bullock Loop (also known as Loop 20), a 120 feet wide right-of-way, conveyed to the City of Laredo and recorded in Volume 16, Page 45, M.R.W.C.T. at 177.22 feet left of U.S. Highway 59 Proposed Baseline Station 193+23.52;**

Revised November 9, 2022 April 30, 2021 Parcel 42 Parcel ID P00054651.001 Page 3 of 15

EXHIBIT "A"

- 7. **THENCE**, **South 04° 04' 00" West**, along the common line of the easterly line of said 152.076 acre tract with the existing easterly right-of-way line of said Bob Bullock Loop, at a distance of 281.54 feet pass a 5/8-inch iron rod with aluminum disk found, continuing for a total distance of **1,064.76 feet** to a 5/8-inch iron rod with TxDOT aluminum disk found marking the point of curvature of a tangent curve to the right;
- 8. **THENCE**, continuing along the common line of the easterly line of said 152.076 acre tract with the existing easterly right-of-way line of said Bob Bullock Loop and with said curve to the right, **having a central angle of 03° 28' 22", a radius of 7,639.44 feet**, a chord bearing of South 05° 48' 11" West, a chord distance of 462.97 feet, at an arc length of 215.07 feet pass a 5/8-inch iron rod with TxDOT aluminum disk found, continuing for a total arc length of **463.04 feet** to a 5/8-inch iron rod with TxDOT aluminum disk found for point of tangency;
- 9. **THENCE**, **South 07**° **32' 22" West**, continuing along the common line of the easterly line of the said 152.076-acre tract with the existing easterly right-of-way line of said Bob Bullock Loop, **601.61 feet** to a 5/8-inch iron rod with TxDOT aluminum disk found marking the point of curvature of a tangent curve to the left;
- 10. **THENCE**, continuing along the common line of the easterly line of said 152.076 acre tract with the existing easterly right-of-way line of said Bob Bullock Loop and with said curve to the left, **having a central angle of 01° 04' 49"**, **a radius of 2,029.86 feet, an arc length of 38.27 feet**, a chord bearing of South 06° 59' 58" West, a chord distance of 38.27 feet to a calculated point on the common line of the southerly line of said called 152.076 acre tract with the northerly line of said 138.27 acre tract remainder, from which a fence post found bears South 54° 54' 46" West, a distance of 5.86 feet;
- 11. **THENCE**, **South 56° 42' 05" West**, along the common line of the southerly line of said called 152.076 acre tract with the northerly line of said 138.27 acre tract remainder, a distance of **205.18 feet** to the **POINT OF BEGINNING** of the herein described parcel and containing 7.498 acre (326,609 square feet) parcel of land.

Approximate Survey Area

Jane Guyman Survey Number 1714, Abstract 517 = 7.270 ac. (316,681 square feet) Dona Maria Gertrudis Sanches Porcion Number 27, Abstract Number 284 = 0.2282 ac. (9,942 square feet).

Revised November 9, 2022 April 30, 2021 Parcel 42 Parcel ID P00054651.001 Page 4 of 15

EXHIBIT "A"

All bearings and coordinates shown hereon are based on the Texas Coordinate System, South Zone (4205), North American Datum of 1983 (NAD 83) (2011 adj.; Epoch 2010.00). All coordinates and distances are U.S. Survey Feet, displayed in surface values, and may be converted to NAD83 (Grid) values by applying the TxDOT Surface Adjustment Factor (SAF) for Webb County, (SAF = 1.00003), using the formula: Surface / SAF = Grid.

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 TxDOT Type II right-ofway marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

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

Abstracting performed by Courthouse Specialists during September 2018 through October 2018.

Revised November 9, 2022, to update project limits, RCSJ and TxDOT Connect Parcel ID number.

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 during September through October 2018.

Ruben A. Calderon, RPLS

Texas Registration Number 5109 TBPLS Firm Registration # 10030700

RODS Reference No. 050-21624-011

RODS Surveying Inc.

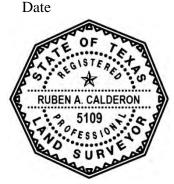
6810 Lee Road

Spring, Texas 77379

Phone (281) 257-4020

11-09-2022

D. (



POINT OF CURVATURE

BASELINE STATION

DRAINAGE EASEMENT

ELECTRIC EASEMENT

UTILITY EASEMENT

SANITARY SEWER EASEMENT

PARCEL NUMBER

BUILDING LINE

(SETBACK LINE)

A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNC-TION WITH THIS PARCEL PLAT.

RUBEN A. CALDERON, RPLS NO. 5109 RELEASE DATE MARCH, 2021

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 AUGUST 2018 THROUGH SEPTEMBER 2018

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

11/9/2022 DATE



REVISED NOVEMBER 9, 2022 TO UPDATE PROJECT LIMITS, RCSJ AND TXDOT CONNECT PARCEL ID NUMBER.

EXISTING	TAKING	REMAINING		
(CALLED)	7.498 AC.	144.578 AC. LT		
152.076 AC	326,609 SF	- 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 42 US HWY.59 (LOOP 20) WEBB COUNTY RCSJ 0086-14-091 TXDOT CONNECT PARCEL ID P00054651.001 NOVEMBER 2022

APPROXIMATE SURVEY AREA:

JANE GUYMAN SURVEY NUMBER 1714, ABSTRACT 517 = 7,270 AC, (316,681 SQUARE FEET)

DONA MARIA GERTRUDIS SANCHES PORCION NUMBER 27. ABSTRACT NUMBER 284

= 0.2282 AC. (9,942 SQUARE FEET)

PAGE 5 OF 15

2500+00

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B.L.

D.E.

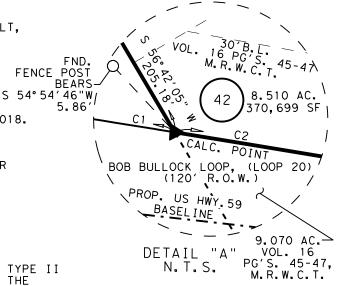
ELEC.ESMT.

S.S.

U.E.

- 1.ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH ZONE (4205), NORTH AMERICAN DATUM OF 1983 (NAD 83) (2011 ADJ.; EPOCH 2010.00). ALL COORDINATES AND DISTANCES ARE U.S. SURVEY FEET, DISPLAYED IN SURFACE VALUES, AND MAY BE CONVERTED TO NAD83 (GRID) VALUES BY APPLYING THE TXDOT SURFACE ADJUSTMENT FACTOR (SAF) FOR WEBB COUNTY, (SAF = 1.00003), USING THE FORMULA: SURFACE / SAF = GRID HORIZONTAL COORDINATES SOLUTIONS ARE BASED ON REDUNDANT STATIC GPS AND RTN OBSERVATIONS, AND HOLDING FIXED TXDOT CORS: TXLR, TXTR, TXLT, TXZA, TXFE.
- 2.US HWY.59 PROPOSED BASELINE ALIGNMENT PROVIDED BY TXDOT DATED 08-17-2018.
- 3. ABSTRACTING PERFORMED BY COURTHOUSE SPECIALISTS DURING AUGUST 2018 THROUGH SEPTEMBER, 2018.
- 4.FIELD SURVEYS PERFORMED DURING THE MONTHS OF AUGUST 2018 THROUGH SEPTEMBER, 2018.
- 5. LOCATION OF SURVEY LINES AND PORCIONES ARE APPROXIMATE.
- 6.PROPOSED RIGHT-OF-WAY BASELINE MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.
- 7. ACCESS IS PROHIBITED ACROSS THE ACCESS DENIAL LINE TO THE HIGHWAY FACILITY FROM THE ABUTTIING REMAINDER PROPERTY.
- 8. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS NOT SHOWN.
- 9.** = THE MONUMENT DESCRIBED AND SET IN THIS CALL 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.

Α	PROPERTY	OWNER	INFORMATION
$\langle A \rangle$	EASEMENT	INFORM	MATION



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 42

US HWY.59 (LOOP 20) WEBB COUNTY

RCSJ 0086-14-091

TXDOT CONNECT PARCEL

ID P00054651.001

NOVEMBER 2022

CURVE TABLE						
NO.	DELTA	RADIUS	ARC	CHD BRG	CHD DIST	
C1	42°55′00" LT	2,029.86′	1,520.44′	S 14°59′57" E	1,485.15′	
C2	01°04′49" LT	2,029.86′	38.27′	S 06°59′58" W	38.27′	

