

RIGHT OF ENTRY, POSSESSION AND USE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF LUBBOCK §

This Right of Entry, Possession and Use Agreement (“Agreement”) is entered into by and between THE COUNTY OF LUBBOCK (hereinafter “LUBBOCK COUNTY” or “Condemnor”) and MARGARET LOVELESS, (hereinafter “OWNER”).

WHEREAS, LUBBOCK COUNTY and OWNER are parties in Eminent Domain Proceedings, in matter styled “*THE COUNTY OF LUBBOCK, TEXAS v. THE UNKNOWN HEIRS, DEVISES, BENEFICIARIES, ADMINISTRATORS, AND EXECUTORS OF THE ESTATE OF LAWANDA COLLINSWORTH LOVELESS, DECEASED AND THE UNKNOWN OWNERS OF AND OWNERS OF INTEREST IN APPROXIMATELY 0.010 ACRES OF LAND SITUATED IN SECTION 3, BLOCK AK, LUBBOCK COUNTY, TEXAS, BEING A PORTION OF THAT SOUTH 200 ACRES OF THE WEST HALF OF SECTION 3 AS DESCRIBED IN VOLUME 1497, PAGE 781, DEED RECORDS OF LUBBOCK COUNTY, TEXAS, ET AL.*”, (Petition) pending in the County Court at Law No. 3 in Lubbock County, Texas, a court of competent and proper jurisdiction, whereby LUBBOCK COUNTY seeks to condemn and acquire a permanent easement and right of way to construct, operate and maintain a public roadway and related improvements in the property depicted in the Exhibits “A” and “B” (Easement Property) attached hereto;

WHEREAS, OWNER is the owner or one of the owners of the land upon, over, under, along, and across which LUBBOCK COUNTY’s easement is sought, as described and the Easement Property;

WHEREAS, LUBBOCK COUNTY desires to have a right of entry upon and possession of the Easement Property for the purposes stated in the Petition so as to allow LUBBOCK COUNTY to construct and operate the planned improvements;

WHEREAS, OWNER is agreeable to permit LUBBOCK COUNTY, including its employees, agents, contractors, successors and assigns the right to enter upon and take possession of the Easement Property so that LUBBOCK COUNTY may use and possess the Easement Property to the same effect as if: (i) negotiations had been completed and conveyance of the easement and right-

of-way to LUBBOCK COUNTY had been irrevocably made; or alternatively, (ii) a Special Commissioners' Hearing had been held in a condemnation proceeding and the award of Special Commissioners had been deposited in the registry of the Court;

WHEREAS, OWNER and LUBBOCK COUNTY agree that the sole remaining issue in dispute relating to the easement sought is the amount of compensation OWNER should receive in relation to the rights being acquired which the parties agree may be resolved through either: (i) further negotiation and agreement, or (ii) if no agreement is reached, the above-referenced lawsuit;

WHEREAS, OWNER and LUBBOCK COUNTY agree that the Entry Deposit, defined below, will be paid directly to the OWNER with a check made payable to OWNER as further outlined in Paragraph 1 below, and that by making the payments to OWNER as outlined in Paragraph 1 below, OWNER specifically agrees that OWNER waives (i) any and all of the OWNER's rights to challenge LUBBOCK COUNTY's right to acquire the easement and right-of-way through condemnation, and (ii) any other jurisdictional challenges. LUBBOCK COUNTY recognizes and acknowledges that OWNER's consent to the entry upon and possession of the Easement Property by LUBBOCK COUNTY shall not be construed as a waiver of OWNER's right to seek additional compensation, if any, for the Easement Property in the condemnation case, which shall be the only remaining issue therein; and

WHEREAS, it is necessary for LUBBOCK COUNTY to construct and reconstruct Woodrow Road (the "Road"), and to place any other related public improvements over, under, across, and upon the Easement Property, as more specifically stated in the Petition.

NOW, THEREFORE, in consideration of the above-stated Recitals, which are incorporated herein for all purposes, and LUBBOCK COUNTY's agreement to pay monies to OWNER an incentive in the amount of One Thousand and No/100 Dollars (\$1,000.00) (hereinafter "Entry Deposit"), the receipt and sufficiency of which are hereby acknowledged and confessed, OWNER hereby consents and agrees to allow LUBBOCK COUNTY, and its employees, agents, contractors, successors and assigns the right to enter upon and take irrevocable possession of the Easement Property as follows:

1. The "Effective Date" of this Agreement shall be when this Agreement is signed by OWNER (hereafter "Effective Date"). LUBBOCK COUNTY (hereinafter including its employees, agents, contractors, successors and assigns) shall have the right of entry upon and possession of the Easement Property on the Effective Date, and LUBBOCK COUNTY shall promptly pay the Entry

Deposit to OWNER with a check made payable to OWNER. If a Special Commissioners' Hearing is held, LUBBOCK COUNTY agrees to deposit the amount awarded by the Special Commissioners into the registry of the court within forty-five (45) days from the date of the Award of Special Commissioners. The Entry Deposit is made for the purpose of allowing LUBBOCK COUNTY the right to enter upon and take possession of the Easement Property for the purposes stated in the Petition so as to allow LUBBOCK COUNTY to construct and operate the planned improvements and are paid by LUBBOCK COUNTY to OWNER on a non-recourse basis; in the event the just compensation due OWNER is determined to be less than the Entry Deposit, OWNER shall nevertheless retain the entire Entry Deposit.

2. OWNER agrees to permit LUBBOCK COUNTY to enter immediately upon the Easement Property on the Effective Date and thereafter and perform any and all activities necessary for carrying out the purposes of the easement as stated in the Petition

3. LUBBOCK COUNTY shall have the right of ingress and egress on the Easement Property. LUBBOCK COUNTY will use reasonable efforts to avoid construction activities outside of the Easement Property during construction of the planned improvements.

4. It is further agreed that the granting of this Agreement shall not preclude or prejudice OWNER in any manner from contesting the consideration for such easement and any damages to OWNER's remaining property or from seeking additional compensation as allowed by law, in the event that the parties fail to agree on the terms and/or consideration for the easement, and the condemnation case is pursued through a Special Commissioners' hearing and/or an appeal and trial de novo. Further, this Agreement does not preclude or prohibit OWNER from pursuing and seeking any damages allowed by law caused by LUBBOCK COUNTY to OWNER's property as a result of LUBBOCK COUNTY's activities on the Easement Property.

5. **OWNER HEREBY EXPRESSLY WAIVES ANY RIGHT TO CHALLENGE, CONTEST OR OBJECT TO LUBBOCK COUNTY'S RIGHT TO ACQUIRE THE EASEMENT PROPERTY SOUGHT IN THE CONDEMNATION CASE OR TO ACQUIRE THE RIGHTS INCLUDED IN THE EXHIBIT AA ATTACHED HERETO, AND SUCH WAIVERS SHALL SURVIVE TERMINATION OF THIS AGREEMENT.**

6. OWNER and LUBBOCK COUNTY agree to and hereby designate the Effective Date as the date of taking for all purposes, including the determination of just compensation owed to OWNER.

7. If LUBBOCK COUNTY and OWNER are unable to agree on the amount of adequate compensation for the acquisition of the Easement and damages to the remainder, if any, prior to a Special Commissioners' hearing, LUBBOCK COUNTY and OWNER agree to work together in the setting of said Special Commissioners' hearing. In the event that the parties are unable to agree within ninety (90) days of the Effective Date on a date for such hearing, either party may then request that a Special Commissioners' hearing be set and convened.

8. LUBBOCK COUNTY's right of entry upon Easement Property is limited to carrying out the intent of this Agreement.

9. OWNER and LUBBOCK COUNTY agree that if any portion of this Agreement is deemed to be illegal, invalid or unenforceable, such illegal, invalid or unenforceable provision shall not affect the legality, validity or enforceability of the remainder of this Agreement.

10. OWNER and LUBBOCK COUNTY agree that Texas law governs this Agreement, and all obligations of the parties are performable in Lubbock County, Texas.

11. This Agreement shall continue from the Effective Date defined in Paragraph 1, above and terminate upon the earlier of the following two events:

- (a) The execution and delivery of an easement and right of way by OWNER to LUBBOCK COUNTY conveying the easement rights sought in the condemnation and identified in the Petition, or an alternative easement that is acceptable to LUBBOCK COUNTY; or,
- (b) Upon the conclusion of a Special Commissioners' hearing and subsequent deposit of the monies awarded by the Special Commissioners, pursuant to Texas Property Code §21.021(a)(1), with a credit to LUBBOCK COUNTY for the Entry Deposit already paid to OWNER, this Agreement shall terminate and all rights, obligations and privileges of possession and use shall be governed by LUBBOCK COUNTY's condemnation pleadings. It is further agreed that LUBBOCK COUNTY shall comply with its obligations under Texas Property Code §21.021 and pay any and all sums which exceed the Entry Deposit, make deposits within forty-five (45) days from the date that the Award by Special Commissioners is filed with the Court in this condemnation case. It is expressly agreed that this Agreement may be presented to the trial court as evidence that LUBBOCK COUNTY

has complied with Texas Property Code §21.021(a)(1) by the tender and payment of the Entry Deposit described above. Upon Final Judgment or upon the execution of a final easement between the parties, the rights defined in said judgment or easement will be the final, sole and exclusive rights acquired by LUBBOCK COUNTY.

12. Nothing in the Agreement is intended to limit any rights, including rights of ingress and egress, which LUBBOCK COUNTY may have pursuant to any existing easement it owns burdening any property owned by OWNER.

13. This Agreement runs with the land and will extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties; however, LUBBOCK COUNTY and OWNER agree that only a memorandum of this Agreement that LUBBOCK COUNTY drafts may be filed of record in the real property records of Lubbock County.

14. Time is of the essence in this Agreement.

EXECUTED the 25th day of October, 2024, to be effective as set forth above.

Margaret A. Loveless
OWNER: MARGARET LOVELESS

STATE OF TEXAS §
 §
COUNTY OF Lubbock §

BEFORE ME, the undersigned authority, on this day personally appeared MARGARET LOVELESS known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25 day of October, 2024.

John Landin
Notary Public in and for the State of Texas

My Commission Expires: 09/30/24

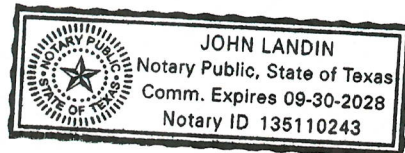


EXHIBIT "A"

Line Table	
Line #	Direction
L1	N01° 44' 05"E
L2	S88° 15' 55"E
L3	S01° 47' 22"W
L4	N88° 15' 55"W

SCALE: 1"=50'



0.8788 ACRES
 BRENNIA NICOLE RANGEL
 CCFN 2022042973
 3828 WOODROW ROAD

0.845 ACRE
 JEREMIAH RANGEL
 CCFN 2017046174
 3824 WOODROW ROAD

29.19 ACRES
 WOODROW ROAD DISCOUNT RV STORAGE, LLC
 CCFN 2021033177
 WOODROW ROAD

REMAINDER OF SOUTH 200 ACRES OF W/2
 LAWANDA COLLINSWORTH LOVELESS
 VOL. 1760, PG. 618
 VOL. 1497, PG. 781 (DESCRIPTION)
 WOODROW ROAD

PARCEL 65
 40' RIGHT-OF-WAY
 VOL. 595, PG. 10

55' RIGHT-OF-WAY
 VOL. 2121, PG. 73

PARCEL 69
 40' RIGHT-OF-WAY
 VOL. 595, PG. 27

Woodrow Road Parcel No. 68
 0.010 ACRES
 428 SQ. FT.

P.O.B.
 N= 7,228,061.87'
 E= 932,983.82'

WOODROW ROAD
 (STRIP PAVED)

SECTION 3, BLOCK AK
 SECTION 22, BLOCK E

1.81 ACRES (REMAINDER), KEY INVESTMENT
 VOL. 1640, PG. 953

1.81 ACRES (REMAINDER), KEY INVESTMENTS
 VOL. 1640, PG. 953

PARCEL 70

10.22 ACRES
 JEREMY CONFER, KATIE & BAILEY JENKINS
 VOL. 9914, PG. 240
 3829 WOODROW ROAD

2.0 ACRES
 MICHAEL JETER
 VOL. 5268, PG. 130
 3807 WOODROW ROAD

WOODROW ROAD DESIGN PROJECT
 STATE LOOP 493 TO SLIDE ROAD

Parcel 68 - Permanent Easement
 PERIMETER SURVEY OF A
 0.010 ACRE PARCEL LOCATED IN
 SECTION 3, BLOCK AK
 LUBBOCK COUNTY, TEXAS

Robert A. Christopher, Registered Professional
 Land Surveyor No. 5167 State of Texas

HR HUGO REED
 AND ASSOCIATES, INC.

LAND SURVEYORS
 CIVIL ENGINEERS
 TEXAS LICENSED SURVEYING FIRM 100676-00
 TEXAS REGISTERED ENGINEERING FIRM F-760

1601 AVENUE N
 LUBBOCK, TEXAS 79401
 PHONE: 806 / 763-5642
 FAX: 806 / 763-3891

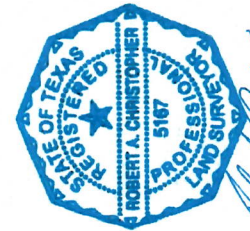
Bearings are relative to the Texas Coordinate System of 1983,
 North Central Zone, NAD 83 (2011), Epoch 2010.0
 Distances and coordinates are surface, U.S. Survey feet.
 Combined Scale Factor: 1.0002539

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LEGEND:

- SURVEYED PROPERTY
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- EASEMENT
- - SET 1/2" ROD w/CAP
- ⊙ - FD. 1/2" ROD w/CAP
- - FD. 1/2" IRON ROD

P.O.B. - POINT OF BEGINNING
 CCFN - COUNTY CLERK FILE NUMBER,
 LUBBOCK COUNTY, TEXAS



Surveyed on the ground.
 August 11, 2021

EXHIBIT "B"

DESCRIPTION FOR PARCEL 68

METES AND BOUNDS DESCRIPTION of a 0.010 acre tract located in Section 3, Block AK, Lubbock County, Texas, being a portion that South 200 acres of the West Half of said Section 3 as described in Volume 1497, Page 781, Deed Records of Lubbock County, Texas (DRLCT), said 0.010 acre tract being further described as follows:

BEGINNING at a point (N=7,228,061.87', E=932,983.82') found in the North line of that 40.00 foot Right-of-Way described in Volume 595, Page 27, DRLCT, for the Southwest corner of this tract, which bears N. 01° 46' 01" E. a distance of 40.00 feet and N. 88° 15' 55" W. a distance of 2669.13 feet from a 3/8" iron rod found in the North line of Section 128, Block 20, at the Southeast corner of Section 3, Block AK, and at the Southwest corner of Section 2, Block AK, from which beginning point a 1/2" iron rod found in reference bears S. 01° 44' 05" W. a distance of 0.17';

THENCE N. 01° 44' 05" E., along the East line of that 0.845 acre tract of land described in CCFN 2017046174, OPRLCT, a distance of 15.00 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." set for the Northwest corner of this tract;

THENCE S. 88° 15' 55" E., 55.00 feet North of and parallel to the South line of said Section 3, a distance of 28.54 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." set in the West line of that 29.19 acre tract described in CCFN 2021033177, OPRLCT, for the Northeast corner of this tract;

THENCE S. 01° 47' 22" W., along the West line of said 29.19 acre tract, at 2.50 feet pass a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." found in reference, continuing for a total distance of 15.00 feet to a point for the Southeast corner of this tract, from which a 1/2" iron rod with cap marked "RPLS 4460" found in reference bears S. 02° W. a distance of 0.56 feet;

THENCE N. 88° 15' 55" W., along the North line of said 40.00 foot Right-of-Way, a distance of 28.53 feet to the Point of Beginning.

Containing 0.010 acre (428 sq. ft.) of land, more or less.

WOODROW ROAD DESIGN PROJECT
STATE LOOP 493 TO SLIDE ROAD

Parcel 68 - Permanent Easement
PERIMETER SURVEY OF A
0.010 ACRE PARCEL LOCATED IN
SECTION 3, BLOCK AK
LUBBOCK COUNTY, TEXAS

Robert A. Christopher, Registered Professional
Land Surveyor No. 5167 State of Texas



Robert A. Christopher
Surveyed on the ground.
August 11, 2021

HR HUGO REED
AND ASSOCIATES, INC.

LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760

1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

Bearings are relative to the Texas Coordinate System of 1983,
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