

# *City of OVILLE, Texas*

## *City Council*

*Kimberly Case, Place One  
Dean Oberg, Place Two*

*Richard Dormier, Mayor  
Doug Hunt, Place 4, Mayor Pro Tem*

*David Griffin, Place Three  
Brad Piland, Place Five*

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*105 S. Cockrell Hill Road, Ovilla, TX 75154*

*Tuesday, July 19, 2022*

*5:00 P.M.*

*Council Chambers*

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## ***City Council Special Meeting and Budget Workshop***

PURSUANT to the provisions of Chapter 551 Government Code, notice is hereby given of a Special Meeting and Budget Workshop of the City Council of the City of Ovilla, to be held on Tuesday, July 19, 2022, at 5:00 P.M. for the purpose of considering the following items:

**I. CALL TO ORDER**

- Invocation - Place 2 Dean Oberg
- Pledge of Allegiance - Mayor Pro Tem Doug Hunt

**II. COMMENTS, PRESENTATIONS, ANNOUNCEMENTS**

*The City Council welcomes comments from Citizens. Those wishing to speak must sign in before the meeting begins. Speakers may speak on any topic, whether on the agenda or not. The City Council cannot act upon, discuss issues raised or make any decisions at this time. Speakers under citizens' comments must observe a three-minute time limit. Inquiries regarding matters not listed on the agenda may be referred to Staff for research and possible future action.*

**III. EXECUTIVE SESSION**

The City Council of the City of Ovilla, Texas, reserves the right to meet in a closed session on any item listed on this Agenda should the need arise, pursuant to authorization by Texas Government Code, Sections 551.071 (consultation with attorney), 551.072 (deliberations about real property), 551.073 (deliberations about gifts and donations), 551.074 (personnel matters), 551.076 (deliberations about security devices), 551.087 (economic development), 418.183 (homeland security).

*A. Convene into Executive Session.*

**ES ITEM 1. DISCUSSION** – Closed Session - Called pursuant to Section §551.074 (1) of the Texas Government Code: Personnel Matters; to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

*City Manager*

*B. Reconvene into Regular (Open) Session*

**IV. REGULAR AGENDA**

**ITEM 1. DISCUSSION/ACTION** – Consideration of and action on an offer for the acquisition of property located at 625 W. Main St., Ovilla, TX, Parcel ID: P00054255 by The Texas Department of Transportation.

**ITEM 2. DISCUSSION/ACTION** – Consideration of and action on an offer for the acquisition of property located at the Southwest Corner of W. Main St. and FM 664 (Ovilla Rd.), Ovilla, TX, Parcel ID: P00054255 and P00054339E by The Texas Department of Transportation.

**ITEM 3. DISCUSSION/ACTION** – Workshop and review of the preliminary Fiscal Year 2022-2023 Budget and direct staff as necessary.

# City of O'VILLA, Texas

## City Council

Kimberly Case, Place One  
Dean Oberg, Place Two

Richard Dormier, Mayor  
Doug Hunt, Place 4, Mayor Pro Tem

David Griffin, Place Three  
Brad Piland, Place Five

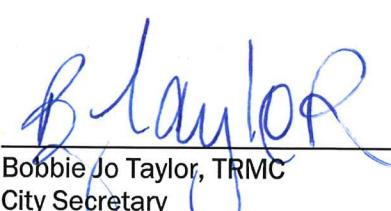
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### V. REQUESTS FOR FUTURE AGENDA ITEMS AND/OR ANNOUNCEMENTS BY COUNCIL AND STAFF

### VI. ADJOURNMENT

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the July 19, 2022, Special City Council Agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, [www.cityofovilla.org](http://www.cityofovilla.org), on the 14<sup>th</sup> day of July 2022 prior to 5:00 p.m., in compliance with Chapter 551, Texas Government Code.



  
Bobbie Jo Taylor, TRMC  
City Secretary

DATE OF POSTING: 7/14/22 TIME: 2:15 am/pm  
DATE TAKEN DOWN:  TIME:  am/pm

This facility is ADA compliant. If you plan to attend this public meeting and have a disability that requires special arrangements, please call 972-617-7262 at least 48 hours in advance. Reasonable accommodation will be made to assist your needs. PLEASE SILENCE ALL CELL PHONES & OTHER ELECTRONIC EQUIPMENT WHILE THE CITY COUNCIL MEETING IS IN SESSION.

*A recording of the meeting will be made and will be available to the public in accordance with the Open Meetings Act upon written request.*

**PURSUANT TO SECTION 30.06, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH A CONCEALED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A CONCEALED HANDGUN.**

**CONFORME A LA SECCIÓN 30.06 DEL CÓDIGO PENAL (ENTRADA SIN AUTORIZACIÓN POR TITULAR DE LICENCIA CON UNA PISTOLA OCULTA), UNA PERSONA CON LICENCIA BAJO EL SUBCAPÍTULO H, CAPÍTULO 411 DEL CÓDIGO DE GOBIERNO (LEY DE LICENCIAS DE PISTOLAS), NO PUEDE ENTRAR EN ESTA PROPIEDAD CON UNA PISTOLA OCULTA.**

**PURSUANT TO SECTION 30.07, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH AN OPENLY CARRIED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A HANDGUN THAT IS CARRIED OPENLY.**

**CONFORME A LA SECCIÓN 30.07 DEL CÓDIGO PENAL (ENTRADA SIN AUTORIZACIÓN POR TITULAR DE LICENCIA CON UNA PISTOLA VISIBLE), UNA PERSONA CON LICENCIA BAJO EL SUBCAPÍTULO H, CAPÍTULO 411 DEL CÓDIGO DE GOBIERNO (LEY DE LICENCIAS DE PISTOLAS), NO PUEDE ENTRAR EN ESTA PROPIEDAD CON UNA PISTOLA VISIBLE.**

## AGENDA ITEM REPORT Item 1

Meeting Date: July 19, 2022

Department: Administration

Discussion  Action

Budgeted Expense:  YES  NO  N/A

Submitted By: Staff

Reviewed By:  City Manager

City Secretary

City Attorney

Finance Director

Other:

### AGENDA ITEM:

**ITEM 1. DISCUSSION/ACTION** – Consideration of and action on an offer for the acquisition of property located at 625 W. Main St., Ovilla, TX, Parcel ID: P00054255 by The Texas Department of Transportation.

### Attachments:

1. Real Estate Appraisal Report
2. Initial Offer Package

### Discussion / Justification:

**Background:** McCarthy Partners on behalf of TxDot has contacted the city regarding land needed for an extension project of FM 664(Right of Way at Heritage Park). TxDot has made an offer on the property of \$11,260.00. As referenced in the offer package, TxDot believes that the compensation for the property is mutually beneficial based on the appraisal.

Jacob Hair with McCarthy explained to the council that he would speak to TxDot with the council's concerns about reimbursement of the water and sewer lines that are currently in the ROW that will be obtained through the sale. The Ovilla monument is not located on this parcel of property. The council will need to direct staff moving forward. Mr. Hair suggested that the city make a counteroffer on the property after the city obtains more recent sales comparisons and bids for relocation of the utility lines.

### Recommendation / Staff Comments:

Staff Recommends: N/A

### Sample Motion(s):

I move to.....



June 9, 2022

RE: TxDOT Right of Way Acquisition for the FM 664 Widening Project  
Limits: From FM 1387 to Westmoreland Rd.  
ROW-CSJ: 1051-01-057  
Parcel: P00054255  
Fee Owners: City of Ovilla, a Texas Municipal Corporation

BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED NO. **7022 0410 0003 2908 8516**

City of Ovilla  
Attn: Richard Dormier, Mayor  
105 Cockrell Hill Rd., Ste. 2  
Ovilla, TX 75154-1493

Dear Mr. Dormier,

My name is Christopher McCarthy, and I am the Right of Way Project Manager representing the Texas Department of Transportation (TxDOT) in the construction of the widening of FM 664. You should have recently received several communications regarding this acquisition project, and now that the appraisal is complete, we would like to present your offer package to you on behalf of TxDOT.

Although Chuck Flens will be the Right of Way Acquisition Agent for this project and your contact for this offer/negotiation, I am attaching the offer package for your review so that you can be more informed when you meet with him. Behind this letter you will find the following documents in your offer package:

- Offer Letter
- The Texas Landowner Bill of Rights
- State Purchase of Right of Way booklet
- Survey
- Right of Way Map Plan Sheet
- Original copy of the appraisal
- Acknowledgement of Receipt of the Appraisal document
- Acknowledgement of Receipt of the Texas Landowner Bill of Rights document
- Information About Brokerage Services document
- Relocation Brochure explaining benefits, if applicable

- Property Owner Survey (located in the center of the “State Purchase of Right of Way” booklet)
- Possession & Use Agreement
- Memorandum of Agreement
- Deed
- W-9

The State adheres to a tight negotiation schedule, and this timeline will be discussed in detail with you by Chuck, our negotiator. Please call him, (903) 780-5045, at your earliest convenience to discuss any questions you may have about the project as well as this offer package. He will also travel to you to explain this process and the offer in more detail, if you are in the area anytime in the next couple of weeks.

Sincerely,

A handwritten signature in blue ink, appearing to read "Christopher McCarthy".

Christopher McCarthy, SR/WA  
McCarthy Right of Way Partners, LLC  
(806) 787-0395  
[cmccarthy@mccarthypartners.net](mailto:cmccarthy@mccarthypartners.net)

## Initial Offer Letter

June 9, 2022

County: Ellis  
Federal Project No.: N/A  
Highway: FM 664  
Owners: City of Ovilla, a Texas Municipal Corporation

ROW CSJ: 1051-01-057  
Parcel ID: P00054255  
From FM 1387 to Westmoreland Rd.

BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, NO. **7022 0410 0003 2908 8516**

City of Ovilla  
Attn: Richard Dormier, Mayor  
105 Cockrell Hill Rd., Ste. 2  
Ovilla, TX 75154-1493

Dear Mr. Dormier,

In acquiring property for the highway system of Texas, the Texas Department of Transportation (the "Department") follows a definite procedure for appraising the land needed and for handling personal negotiations with each owner. As has been or will be explained by the Department's negotiator, Chuck Flens, the Department will acquire a portion of your property for the construction or improvement of the above-referenced highway project. The property is located at 625 W. Main St., Ovilla, TX, as described in the enclosed legal description and survey (the "Property").

**The Department believes at this stage of the purchase process it is mutually beneficial to confirm that, based on an appraisal, the Department is authorized to offer you \$11,268.00 for the Property, which includes \$11,268.00 for the Property to be purchased and \$0.00 for damages to your remaining property.**

The amount listed above is the total amount of just compensation for all interests in the portion of the property, as determined in accordance with State law, less oil, gas and sulphur, subject to clear title being conveyed to the Department. In accordance with State law, it is the policy of the Department to negotiate with the fee owner(s) of the Property with the understanding that the fee owner(s) will, in turn, negotiate with any lessee or other party who may own any interest in the Property or improvements located within the Property, with the exception of public utility easements, which will be handled separately by the Department.

This offer to purchase includes the contributory value(s) of the improvement(s) owned by you as listed below, which are considered to be part of the Property. Since the improvement(s) must be removed, it is the policy of the Department to permit the owner(s) who convey voluntarily to the Department to thereafter retain the improvement(s), if they wish to do so. The retention value(s) are estimated amounts the improvement(s) would bring if sold on public bids. If you wish to retain title to any of the following improvement(s) and remove it (them) from the Property, the above offer must be reduced by the appropriate retention amount(s). This option to retain the improvement(s) does NOT apply should it become necessary for the Department to acquire the Property by eminent domain.

<u>Improvement</u>	<u>Amount to be Subtracted if Retained</u>
Gravel Paving (1,625 SF)	\$1.00

If you wish to accept the offer based upon this appraisal, please contact Chuck Flens, who is an employee of McCarthy Partners, an affiliate that is providing acquisition services on behalf of the Department, as soon as possible, at (903) 780-5045 so that the process of issuing your payment may be started. If you are not willing to accept this offer, you may submit a written request for administrative settlement/counteroffer, setting forth a counteroffer amount and the basis for such amount, provided such settlement request is received in writing within 30 days from the date of this letter. Please note that your opportunity to submit an administrative settlement shall be forfeited if such a settlement request is not received by the Department within the 30-day time deadline.

In the event the condition of the Property changes for any reason, the Department shall have the right to withdraw or modify this offer.

After the date of payment of the purchase price, or the date of deposit in court of funds to satisfy the award of compensation as determined through eminent domain proceedings to acquire the Property, you will be reimbursed by the Department for any fair and reasonable incidental expenses necessarily incurred in transferring title to the Property to the Department. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes, and similar expenses incidental to conveying the Property to the Department, and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the 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 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.

You may be entitled to additional payments and services under the Department's Relocation Assistance Program. It is emphasized, however, that any benefits that you may be entitled under this program will be handled entirely separate from and in addition to this transaction. You will receive a brochure entitled "*Relocation Assistance*", which will inform you of eligibility requirements, payments, and services that are available.

You have the right to discuss with others any offer or agreement regarding the Department's acquisition of the Property, or you may (but are not required to) keep the offer or agreement confidential from others, subject to the provisions of Chapter 552, Government Code (the Public Records Act) as it may apply to the Department.

Please see the enclosed copy of the proposed instrument that will convey the Property and any improvement owned by you on the Property to the Department. Additionally, please see the enclosed copy of the Texas Landowner Bill of Rights.

Also enclosed is a copy of the Department brochure entitled "*Right of Way Purchase*", which the Department trusts will give you a better understanding of the procedures followed by the Department in purchasing property interests for highway purposes. The Department respectfully requests the opportunity to meet with you or to otherwise discuss and answer any questions you may have regarding the details of the type of facility to be built or concerning the Department's offer or proposed purchase transaction. Also, please do not hesitate to contact Chuck Flens at the telephone number provided above regarding any question you may have.

Finally, enclosed are copies of all appraisal reports relating to the Property being acquired, which were prepared in the ten (10) years preceding the date of this offer and produced or acquired by the Department, including the appraisal that determined this offer. These appraisals were prepared by a certified appraiser certified to practice as a certified general appraiser under Chapter 1103, Occupations Code.

Sincerely,



Christopher McCarthy  
Right of Way Project Manager  
McCarthy Right of Way Partners, LLC  
(806) 787-0395  
[cmccarthy@mccarthypartners.net](mailto:cmccarthy@mccarthypartners.net)

ENCLOSURES:

Draft Conveyance Instrument  
Legal Description and Survey of the Property  
Appraisal Report(s)  
Landowner Bill of Rights  
"Right of Way Purchase" Brochure

REAL ESTATE APPRAISAL REPORT  
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: 625 W. Main St., Ovilla, TX

Property Owner: City of Ovilla, A Texas Municipal Corporation (per title commitment)

Address of Property Owner: 105 Cockrell Hill Rd. Suite 2, Ovilla, Tx 75154 (mailing, per ECAD)

Occupant's Name: City of Ovilla – Heritage Park

Whole:  Partial:  Acquisition

District: Dallas

Parcel: P00054255

ROW CSJ: 1051-01-057

Federal Project No: N/A

Highway: FM 664

County: Ellis

**Purpose of the Appraisal**

The purpose of this appraisal is to estimate the market value of the fee simple estate to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas, and sulphur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

**Market Value**

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires to sell, but is not obliged to sell, and is bought by one who desires to buy, but is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future." City of Austin v. Cannizzo, 267 S.W. 2d 808 (Tex 1954).

**Certificate of Appraiser**

I hereby certify:

That it is my opinion the total compensation for the acquisition of the herein described property is \$11,268 as of November 5, 2021, based upon my independent appraisal and the exercise of my professional judgment;

On November 5, 2021 and other dates, I personally inspected in the field the property herein appraised. The property owner responded to our certified correspondence and gave verbal permission to inspect the property in their absence;

That the comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report, and were inspected on the dates shown on the comparable data supplement sheets;

That I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the client until authorized by the client to do so, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified to such findings;

That my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82<sup>nd</sup> Regular Legislative Session and finds as follows:

1. Is there a denial of direct access on this parcel? No
2. If so, is the denial of direct access material? No
3. The lack of any access or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of 0.

I certify to the best of my knowledge and belief:

That the statements of fact contained in this report are true and correct;

That the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions;

That I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved;

That my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to the physical deterioration within the reasonable control of the owner, has been disregarded in estimating the compensation for the property.

Appraiser Signature  
Christi Boyd Glendinning  
Certification Number  
TX-1321645-G  
November 6, 2021

To the best of my knowledge, the value does not include any items which are not compensable under State law.

Reviewing Appraiser  
Marilyn M. Blake  
11/9/2021  
Date



## USPAP REQUIREMENTS AND SALIENT FACTS

### PURPOSE OF THE APPRAISAL

The purpose of this report is stated on page one. The report is in compliance with the requirements of the Uniform Standards of Professional Appraisal Practice and the Code of Ethics of the Appraisal Institute. The report is also prepared in accordance with the guidelines promulgated by the Texas Department of Transportation.

### CLIENT/INTENDED USERS

The client and intended user is the Texas Department of Transportation (TxDOT) and its authorized representatives.

### INTENDED USE

The intended use of this report is for decision-making purposes by the client and intended users in connection with the prospective acquisition. The appraiser is not responsible for unauthorized use of this report.

### DEFINITIONS

A Fee Simple Estate is definable as "absolute ownership, unencumbered by another interest or estate, and subject only to the limitations of eminent domain, escheat, police power, or taxation. An Easement estate is defined as "an interest in real property that conveys use, but not ownership, of a portion of an owner's property." Market Value is defined on page one.

### EFFECTIVE DATE OF THE APPRAISAL

The subject property is appraised as of November 5, 2021, and is subject to the market influences and economic conditions which existed on that date. The subject property was inspected on November 5, 2021 and other dates. The comparable sales were inspected on the dates indicated on the comparable sales supplement data sheets.

### PROPERTY IDENTIFICATION

The subject property is land improved with site and small structure improvements that comprise Heritage Park, a City of Ovilla public park, and is physically addressed as 625 W. Main St., located within the city limits of Ovilla.

### WHOLE PROPERTY SIZE

The conveyance deed states the property to be 2.910 acres (or 126,760 SF, calculated), which will be used as the whole property size for this appraisal.

The TxDOT survey shows a portion of the property's north boundary to be located within the W. Main St. prescriptive right of way (roadway) and comprises approximately 1,580 SF (as measured aerially). This portion of the whole property has limited use to the owner.

### OWNERSHIP HISTORY

According to the title documents provided by the client, ownership of the subject property is vested in City of Ovilla, a Texas Municipal Corporation, as conveyed from Ovilla Consumer's Cooperative Association, et al, via Deed Without Warranty, as recorded on February 22, 1996 in Volume 1228 Page 363 of the Ellis County Deed Records. No transfers of the property have occurred within a five-year period.

### ACQUISITION

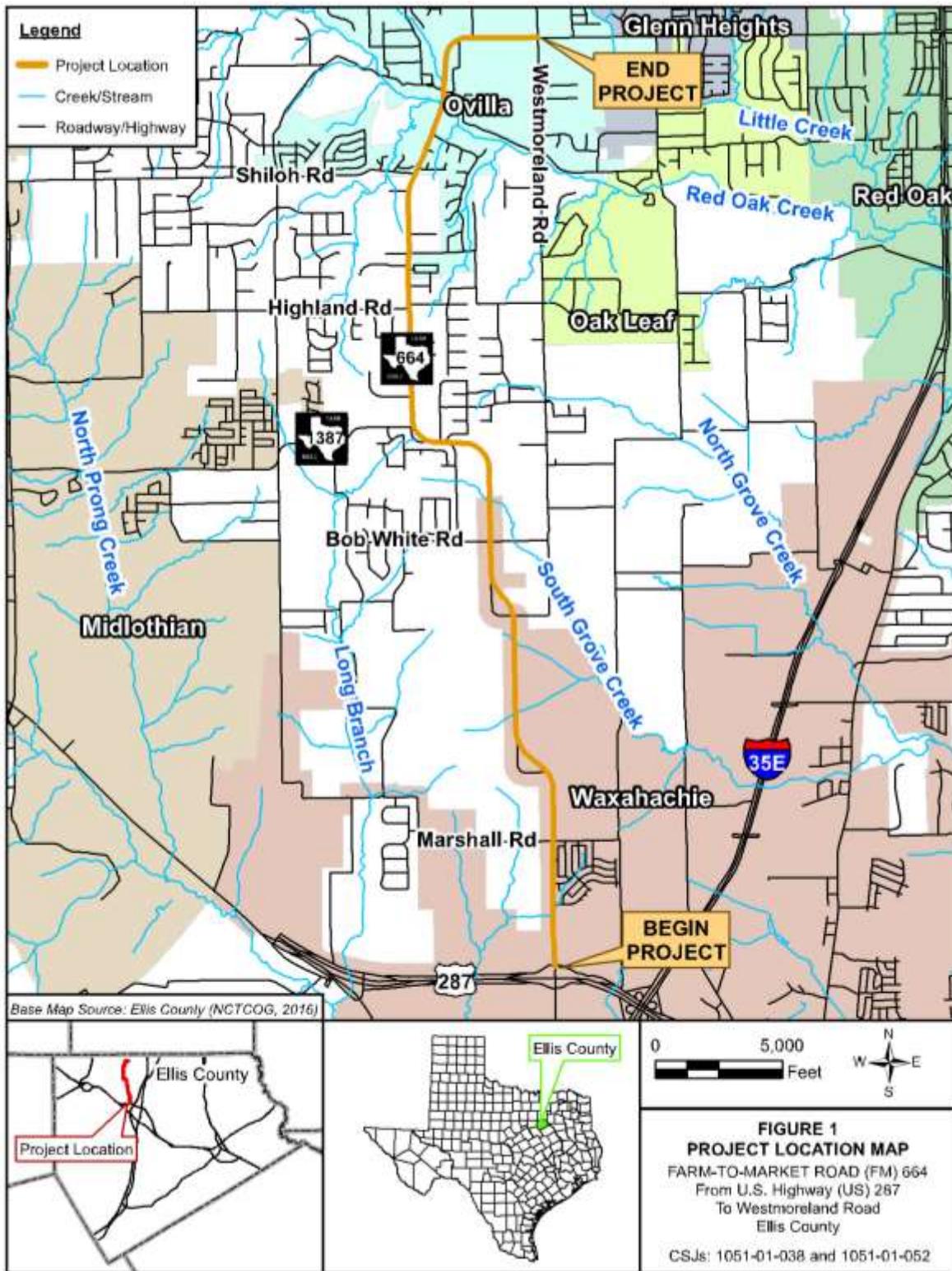
The fee simple right of way acquisition comprises 0.133 acres or 5,776 SF, of which 1,580 SF lies within the prescriptive right of way of W. Main St. The acquisition is located along the subject's W. Main St. frontage and comprises only vacant land with minimal site improvements.

*There are also native trees and vegetation within the acquisition area. The value of the native trees and vegetation is considered inherent in the value of the underlying land and thus considered non-compensable as separate items.*



RIGHT OF WAY PROJECT

The State of Texas seeks to acquire the parcel for right-of-way for the 8.08 mile FM 664 road widening from US 287 to Westmoreland Road. The proposed project consists of the reconstruction, realigning, and widening of FM 664. Improvements would include the expansion of the current 2-lane rural roadway to a 4-lane urban roadway (ultimate 6-lanes) with a raised median to provide additional capacity and improve safety. Improvements would consist of 12-foot wide travel lanes, and 14-foot wide outside shared-use lanes, sidewalks with American Disabilities Act (ADA) curb ramps in both directions.



## USPAP REQUIREMENTS AND SALIENT FACTS

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### SCOPE OF THE APPRAISAL/APPRAISAL PROCEDURE

To perform this assignment, we took the following steps in developing our appraisal:

- Afforded the property owner the opportunity to accompany me at the time of the inspection. The owner's representative was not present but gave verbal permission to inspect the property in their absence.
- Physically inspected the subject property and surrounding market area.
- Collected factual information about the property and the market area. Research was done in order to ascertain the impact of all relevant public and private improvements existing and planned for the immediate area.
- Performed a highest and best use analysis of the whole property.
- Gathered market information on comparable sales. The comparable sales information was confirmed with at least one of the parties to the transaction.
- Analyzed the market data and developed indications of value under the applicable approaches to value for a credible assignment result. The market information was analyzed for an appraisal of the Whole Property, the Part to be Acquired and the value of the Remainder Before and Remainder After the acquisition. This analysis is based on a partial acquisition in which the owner will continue to have ownership in the remaining property.
- For the purpose of this analysis the Sales Comparison Approach will be developed in order to estimate a value for the subject's underlying land area. The Cost Approach is developed to estimate the value of the impacted site improvements only. Due to the unique nature of the park improvements, the Sales Comparison and Income Approaches for improved properties are not developed.
- Partitioned the Whole Property value opinion between the Part to be Acquired and the Remainder Before the acquisition. The Part to be Acquired and Remainder Before estimates are prorated allocations of the whole property.
- Performed a highest and best use analysis on the Part to be Acquired.
- Performed a highest and best use analysis on the Remainder After with consideration to the impact on the residual property as a result of the proposed acquisition. If necessary, the cost to cure and restore the functional utility of the Remainder After was estimated.
- Developed an estimate of the total compensation due to the owner of the property as the result of a proposed acquisition by summation of the Part to be Acquired, any damages to the remainder and any costs to cure. Damages, if any, are calculated based on the difference in the value opinion for the Remainder Before and Remainder After.
- Prepared an appraisal report summarizing our analyses, opinions and conclusions.

The report is prepared in compliance with the requirements of the Uniform Standards of Professional Appraisal Practice and the Code of Ethics of the Appraisal Institute. The report is also prepared in accordance with the guidelines promulgated by the Texas Department of Transportation.

## USPAP REQUIREMENTS AND SALIENT FACTS

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### PERSONAL PROPERTY AND TRADE FIXTURES

The estimate of compensation in this report is for real property interest, or real estate which includes the physical land and improvements attached to the land. This report does not include a value estimate for personal property or trade fixtures (see Cost Approach). **No items of personal property were observed within the acquisition area.**

### APPRAISAL REPORT

This is an Appraisal Report that is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice for an Appraisal Report. As such, it presents summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value.

### DISCLAIMERS

An environmental study covering the subject is not available. No environmental hazards are readily notable from our inspection. This is not, however, a guarantee that environmental concerns do not exist. All previous uses of the site are not known. The subject is appraised predicated on the absence of environmental hazards. The conclusions of this appraisal report would be materially changed if detrimental environmental conditions were associated with the subject.

### EXTRAORDINARY ASSUMPTIONS/HYPOTHETICAL CONDITIONS

The Uniform Standards of Professional Appraisal Practice require the disclosure of hypothetical conditions and extraordinary assumptions when employed in the development of an appraisal.

As defined in the Uniform Standards of Professional Appraisal Practice, a **hypothetical condition** is "that which is contrary to what exists but is supposed for the purpose of analysis."

The subject is appraised conditioned upon the following:

It is the policy of the Texas Department of Transportation that the appraisal of rights-of-way exclude the effect on value, if any, that a proposed public improvement may have on the whole property and the part to be acquired; and the appraisal of the remainder property must include the effects of the part acquired and the public project, except that those elements that are considered non-compensable are excluded from the remainder analysis.

As defined in the Uniform Standards of Professional Appraisal Practice, an **extraordinary assumption** is "an assumption, directly related to a specific assignment, which if found to be false, could alter the appraiser's opinions or conclusions."

It is assumed the State of Texas will, where necessary, and without burden to the subject owner, negotiate the successful movement of any non-landowner items that are situated within the acquisition area, such as utility lines and appurtenances.

The subject has frontage along W. Main St. only, although it has some exposure to FM 664 (Ovilla Rd.) Adequate access to the subject is assumed legally available via W. Main St. only as of the appraisal date. Upon development of the property, curb cuts, or specific access points for ingress and egress, would be subject to the control of the Texas Department of Transportation or Ellis County.

Our analysis is based on the size and location of the acquisitions as shown on the acquisition surveys provided in order to estimate potential impacts to the property. The portion of the property estimated to be in the prescriptive right of way was measured aerially. Any changes, updates or errors in the survey provided could result in changes to the value estimates.

With regard to drainage, it is the appraisers' understanding that the Texas Department of Transportation has employed the appropriate engineering professionals to ensure that drainage to the remainder property is adequate. It is our understanding that the Texas Department of Transportation handles any potential additional water runoff within facilities obtained within and for the additional right of way. With that in mind, this appraisal report assumes that improvements to the roadway adjacent to the subject property will not negatively impact drainage of the site. The appraisers do not have expertise in hydraulic engineering and cannot comment on specifics as they relate to future drainage plans.

The use of the above hypothetical conditions and extraordinary assumptions might have affected the assignment results.

## PHOTOGRAPHS OF SUBJECT PROPERTY

Parcel No.: P00054255

Date Taken: November 5, 2021

1. Point from which taken: Near subject's NWC along W. Main St.

Local Address: 625 W. Main St., Ovilla TX

Taken By: AW Glendinning for Christi Glendinning

Looking: South across acquisition area and subject's west boundary



2. Point from which taken: Near subject's NWC

Looking: East along acquisition area and subject's W. Main St. frontage



## PHOTOGRAPHS OF SUBJECT PROPERTY

Parcel No.: P00054255

Date Taken: November 5, 2021

3. Point from which taken: Near subject's NEC

Local Address: 625 W. Main St., Ovilla TX

Taken By: AW Glendinning for Christi Glendinning

Looking: South across acquisition and along subject's east boundary



4. Point from which taken: Near subject's NEC

Looking: West along the acquisition area and subject's W. Main St. frontage



## PHOTOGRAPHS OF SUBJECT PROPERTY

Parcel No.: P00054255

Date Taken: November 5, 2021

5. Point from which taken: Subject's W. Main St. frontage

Local Address: 625 W. Main St., Ovilla TX

Taken By: Christi Glendinning

Looking: South across acquisition toward interior of park area



6. Point from which taken: Parking lot area of subject

Looking: North across parking lot toward acquisition area and W. Main St.



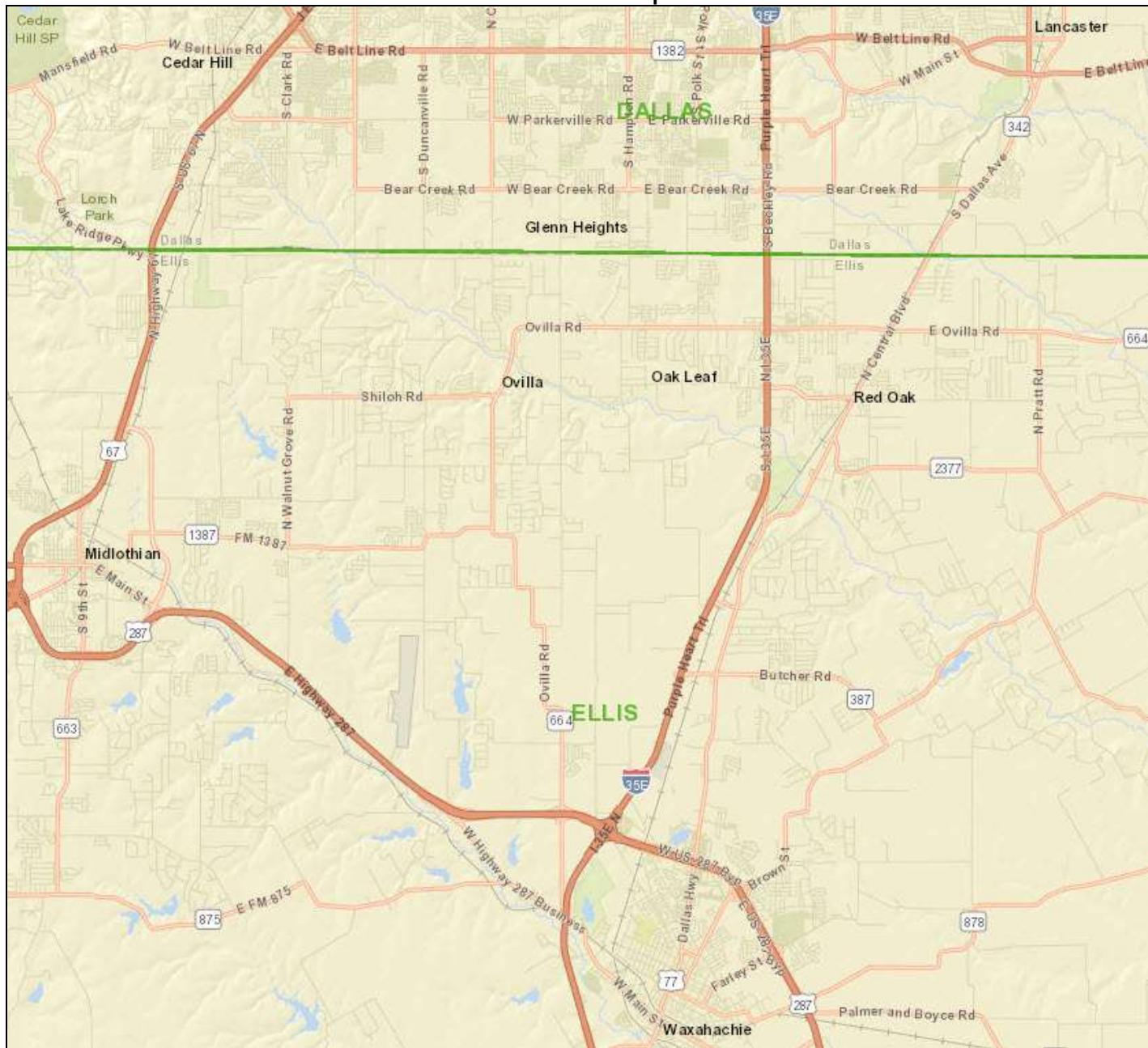
## MARKET AREA ANALYSIS

## MARKET AREA BOUNDARIES AND INFLUENCES

The subject's market area is rural to suburban in nature and is primarily comprised of the city of Ovilla, portions of the cities of Waxahachie, Midlothian, Red Oak, Cedar Hill, Glenn Heights, DeSoto and unincorporated Ellis County. The area is generally bordered by FM 1382 to the north, FM 342 to the east, US 67 to the west and FM 875 to the south. Overall, access to the market area is good.

IH-35E, US 287 and US 67 are the main traffic arteries to and from the market area. IH-35E runs north and south in the eastern portion of the market area, US 67 runs northeast to southwest in the central portion of the market area and US 287 runs northwest to southeast through the southern portion of the market area. Other notable thoroughfares are US 77, FM 1387, FM 664/Ovilla Road, Bear Creek Road, Walnut Grove Road, Shiloh Road, Belt Line Road, Broad Street and FM 875.

## Market Area Map



## MARKET AREA INFLUENCES

When analyzing value influences, the forces that influence value are important in market area analysis. The market area analysis focuses on the four forces – economic, environmental, social and governmental.

## MARKET AREA ANALYSIS

### Economic Influences

Economic characteristics are *income levels, owner occupancy, property values and trends, vacancy rates, amount of development and construction*.

The median, average and per capita income levels for the areas within a one, three and five-mile radius of the intersection of FM 1387 and FM 664/Ovilla Road are summarized in the chart to the right and trends for the market area are summarized in the chart below.

	1 mile	3 miles	5 miles
<b>Mortgage Income</b>			
2020 Percent of Income for Mortgage	9.6%	9.7%	9.8%
<b>Median Household Income</b>			
2020 Median Household Income	\$106,453	\$114,269	\$102,206
2025 Median Household Income	\$110,005	\$118,115	\$105,507
2020-2025 Annual Rate	0.66%	0.66%	0.64%
<b>Average Household Income</b>			
2020 Average Household Income	\$117,690	\$131,524	\$117,255
2025 Average Household Income	\$128,148	\$142,379	\$127,555
2020-2025 Annual Rate	1.72%	1.60%	1.70%
<b>Per Capita Income</b>			
2020 Per Capita Income	\$36,624	\$42,464	\$38,014
2025 Per Capita Income	\$39,856	\$45,907	\$41,287
2020-2025 Annual Rate	1.71%	1.57%	1.67%

The housing unit levels and overall development trends are summarized in the chart below.

<b>Housing Unit Summary</b>			
2000 Housing Units	243	1,694	7,005
Owner Occupied Housing Units	94.2%	92.6%	84.9%
Renter Occupied Housing Units	4.9%	5.4%	11.3%
Vacant Housing Units	0.8%	2.1%	3.8%
2010 Housing Units	703	3,238	11,393
Owner Occupied Housing Units	89.3%	89.4%	83.5%
Renter Occupied Housing Units	7.5%	6.9%	12.0%
Vacant Housing Units	3.1%	3.8%	4.5%
2020 Housing Units	1,029	4,606	15,829
Owner Occupied Housing Units	92.7%	92.9%	86.6%
Renter Occupied Housing Units	5.1%	4.9%	10.7%
Vacant Housing Units	2.2%	2.2%	2.8%
2025 Housing Units	1,184	5,139	18,102
Owner Occupied Housing Units	92.1%	92.2%	86.3%
Renter Occupied Housing Units	5.2%	4.9%	10.5%
Vacant Housing Units	2.8%	2.8%	3.2%

<b>Development Stage</b>	<i>Rural to Suburban</i>
<b>Growth Rate</b>	<i>Steady to Increasing</i>
<b>Property Values</b>	<i>Increasing</i>

Land uses within the market area include a variety of districts and uses, with the predominant use being residential, with commercial and retail along the major thoroughfares.

### ***Housing/Residential Development***

The market area supports a growing residential community that offers a variety of housing options for homebuyers and renters. Many new residential communities are under development in Ovilla and the surrounding areas.

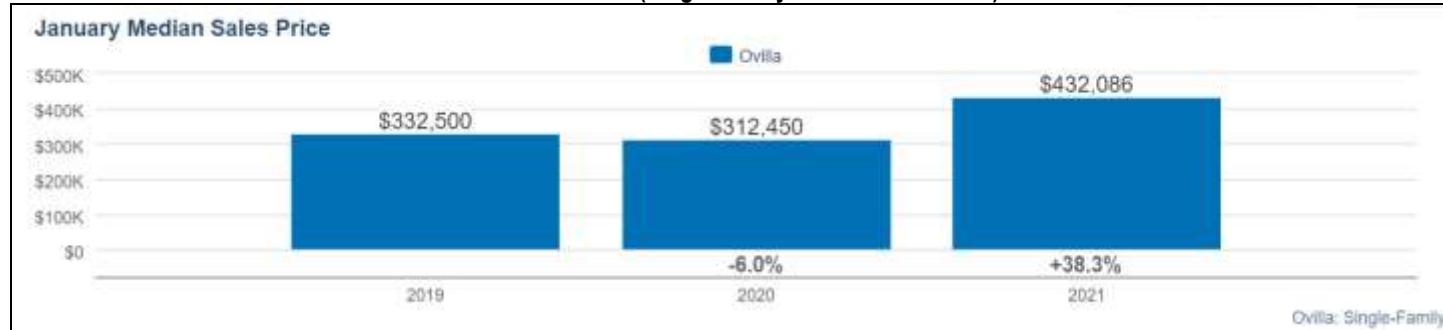
Single-family residential developments include Stone Creek, Villages of Charleston, Harmony, Bob White Estates, Bryson Springs, Kensington, Meadows at Longbranch, Covington Crossing, Oxford Ranch, McAlpin Manor Estates, Settler's Glen, Remington Ranch, Massey Meadows, Bryson Springs, Legacy Estates, Horseshoe Meadows, Somercrest Estates, The Enclave, Magnolia Meadows and Windermere Estates.

## MARKET AREA ANALYSIS

Most of the multi-family developments in the market area are located in Waxahachie, DeSoto, Glenn Heights, Red Oak and Cedar Hill. Some of these include The Palladium Glenn Heights, Red Oak Town Village, South Meadows, Huntington Ridge, DeSoto Ranch Apartments, Pebble Creek Apartments, Timber Oaks Apartments, and Blue Lake Villas Apartments, Bridgepoint and Oxford At Crossroads Centre.

The historical MLS data in the following charts illustrate the area's growth and value trends.

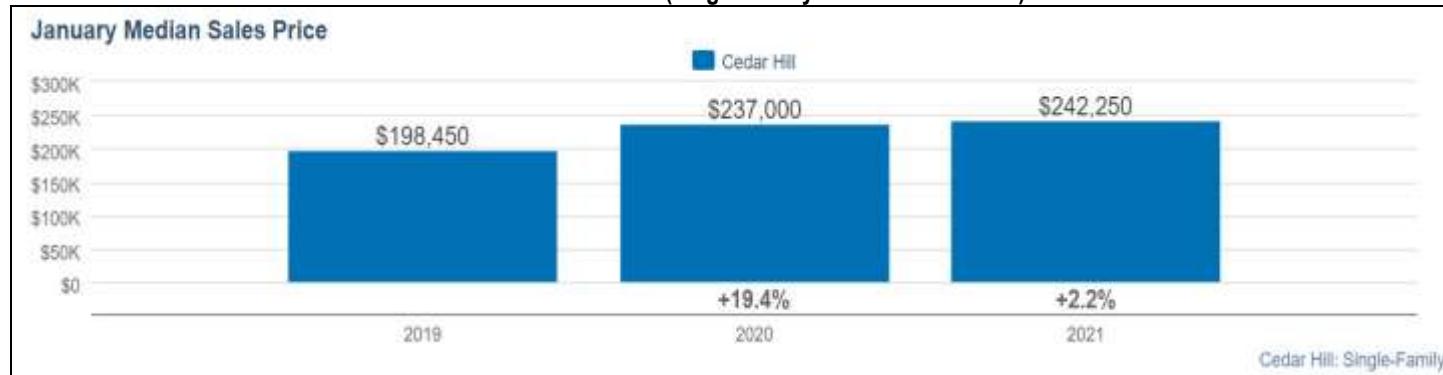
### CITY OF OVILLA (Single-Family Median Sales Price)



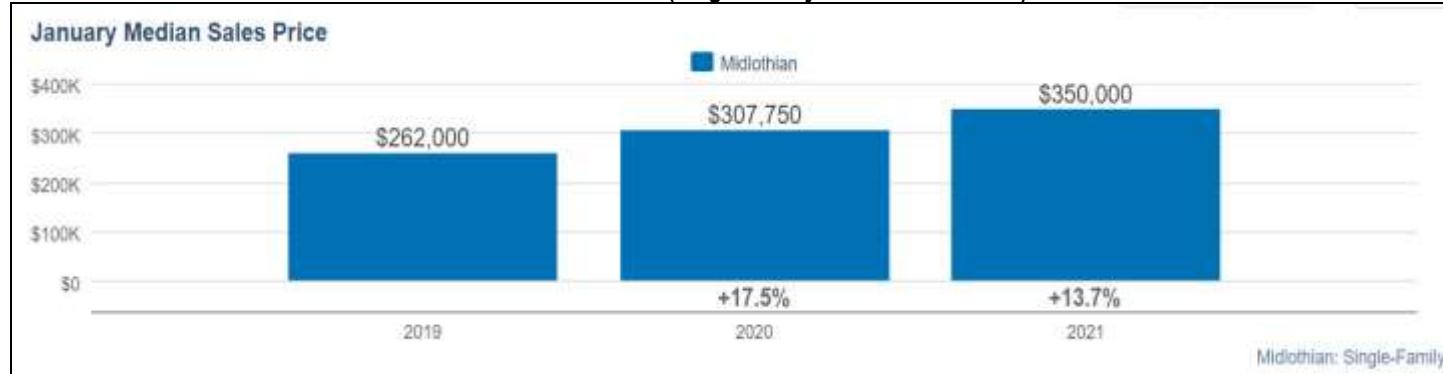
### CITY OF WAXAHACHIE (Single-Family Median Sales Price)



### CITY OF CEDAR HILL (Single-Family Median Sales Price)



### CITY OF MIDLOTHIAN (Single-Family Median Sales Price)



## MARKET AREA ANALYSIS

### **Commercial/Retail Development**

Most retail development in the market area is concentrated along FM 664 in Ovilla & Red Oak, US 287, US 67 and along IH-35.

One of the newer retail developments is Midlothian Towne Crossing, a 53-acre retail development that features a Kroger Marketplace, Ross Dress for Less, Burk's Outlet, Petco, Ulta, Jo-Ann Fabrics, Famous Footwear and several perimeter restaurants and retailers such as Panda Express and Quick Trip.



Red Oak has numerous retail and commercial developments along FM 664, most notably at the northeast and southeast corners of Interstate 35E and FM 664. Most of this development surrounds the Walmart Supercenter (north) and Brookshire Grocery (south) includes several new restaurants and small retail centers. Additional retail developments in Red Oak are the Red Oak Buckskin Center and the Red Oak Depot.

Other retail developments in the market area include the Walmart Supercenter to the west along US 67, Midlothian Plaza, Midlothian Crossing, Waxahachie Crossing, Waxahachie Towne Center and Hillside Village in Cedar Hill.

#### Waxahachie Town Center

Waxahachie Town Center located near US 287 and US 77 was opened in 2004 and is home to national retailers such as Lowe's, Target and Belk. This shopping destination contains around 405,785 square feet of gross leasable area.



#### Waxahachie Crossing

Waxahachie Crossing is located at the NWC of US 287 and US 77 in Waxahachie, TX. The shopping center was opened in 2007 and contains approximately 363,875 square feet of gross leasable area. Major anchors include The Home Depot, JC Penny, Best Buy, Ross Dress For Less and Petsmart. Other notable retailers include Maurices and Famous Footwear.

#### **Industrial Development**

Industrial development is located mainly along the US 67, IH-35E and US 287 corridors. Production of steel and cement has been a predominant industrial force in the Midlothian area for many decades. Holcim Cement, Ashgrove Texas, and Martin Marietta are large cement producers, while Gerdau produces steel products.

The Rail Port Business Park is a 1,600-acre dual-rail-served business park development by Martin Marietta and the City of Midlothian. The park is designed for sites of 10 to 200 acres and has ideal highway access. Notable companies that are located in the Rail Port Park are Toys "R" Us Distributing, Western Power Sports, QuikTrip Distribution Center and Target Distribution Center.

The Auto Park is a 600-acre automobile processing and distribution center on the northeast side of Midlothian. The park offers 24-hour on-site security and is within a Foreign Trade Zone (FTZ 113), which permits tax exemptions for users dealing in imported goods.



## MARKET AREA ANALYSIS

Other notable industrial developments in the market area are the Triumph Aerostructures/Vought facility, the Eagle Industrial and Business Park, the 157-acre Southfield 35 Business Park, the ProLogis Park 2035, which is home to Johnstone Supply and Quaker Oats, and the Dal Parc Logistic Center, which is home to L'Oreal. A \$600 million dollar Google Data Center is planned for a 166-acre site at the northwest quadrant of FM 664 and SH 342. The facility is scheduled to have 40 employees within 5 years of its completion.

### Environmental Influences

Environmental influences in the market area that should be considered include: topographic features, adequacy of public utilities, open space, waterways, general maintenance of property in the area, effective age of development and access to public transportation. Terrain in the market area varies from level to rolling. A few creeks traverse the area, most notably Waxahachie Creek, Little Creek, Bear Creek, North Prong Creek, Powers Branch and Red Oak Creek.

There are a number of parks and recreation amenities in the immediate area. Joe Pool Lake is located in the northwestern portion of the market area and offers a number of nature trails, parks and water recreation. Joe Pool Lake was created in 1985 for water supply and recreation for the Dallas/Fort Worth metroplex. The lake opened in 1989 and encompasses 7,740 acres of water surface. Most of the land surrounding the lake is opened to the public. There are two marinas located on the lake that provide boat rentals and slips. The marinas also offer bait, ice and snacks.

Notable golf courses include the Tanglewood Country Club, Country View Golf Course and Thorntree Country Club.

In general, the availability of suburban amenities varies throughout the market area. In some cases, extensions of utilities and infrastructure are required. Municipal water or co-op water service is available in some parts of the subject vicinity. However, large portions of the area are served by septic sewer systems. Various telecommunication companies provide telephone service. Electric service is also available throughout the area as is natural gas service. The cities of Ovilla, Waxahachie and Midlothian provide police, fire and medical response capabilities within the market area.



### Social Influences

Relevant social influences include population density, educational characteristics, age levels, household size, employment levels and crime. The charts below illustrate the population, household size and age trends for the market area.

	1 mile	3 miles	5 miles
<b>Population Summary</b>			
2000 Total Population	804	5,132	20,543
2010 Total Population	2,383	9,603	33,069
2020 Total Population	3,549	14,090	47,605
2020 Group Quarters	0	0	41
2025 Total Population	4,060	15,647	54,301
2020-2025 Annual Rate	2.73%	2.12%	2.67%
2020 Total Daytime Population	2,700	11,033	41,424
Workers	886	4,016	16,473
Residents	1,814	7,017	24,951
<b>Household Summary</b>			
2000 Households	241	1,659	6,739
2000 Average Household Size	3.34	3.09	3.03
2010 Households	681	3,116	10,885
2010 Average Household Size	3.50	3.08	3.03
2020 Households	1,006	4,504	15,392
2020 Average Household Size	3.53	3.13	3.09
2025 Households	1,151	4,994	17,529
2025 Average Household Size	3.53	3.13	3.10
2020-2025 Annual Rate	2.73%	2.09%	2.63%
2010 Families	596	2,723	9,251
2010 Average Family Size	3.73	3.30	3.28
2020 Families	870	3,915	13,020
2020 Average Family Size	3.79	3.36	3.35
2025 Families	993	4,329	14,791
2025 Average Family Size	3.79	3.37	3.36
2020-2025 Annual Rate	2.68%	2.03%	2.58%

## MARKET AREA ANALYSIS

The following chart illustrates the educational attainment of the residential population in the market area.

	1 mile	3 miles	5 miles
<b>2020 Population 25+ by Educational Attainment</b>			
Total	2,310	9,532	31,556
Less than 9th Grade	0.8%	1.1%	3.2%
9th - 12th Grade, No Diploma	4.8%	4.9%	5.3%
High School Graduate	15.1%	15.9%	18.4%
GED/Alternative Credential	2.8%	3.1%	3.4%
Some College, No Degree	27.2%	23.0%	26.4%
Associate Degree	8.9%	11.8%	8.7%
Bachelor's Degree	31.9%	29.8%	24.4%
Graduate/Professional Degree	8.4%	10.3%	10.1%

The following charts illustrate the employment percentage and occupation profiles for the market area.

<b>2020 Employed Population 16+ by Occupation</b>			
	1 mile	3 miles	5 miles
Total	1,748	7,115	22,827
White Collar	73.6%	72.3%	69.2%
Management/Business/Financial	20.7%	19.9%	17.5%
Professional	26.3%	27.6%	25.6%
Sales	11.1%	10.5%	10.4%
Administrative Support	15.6%	14.3%	15.7%
Services	11.5%	10.8%	10.4%
Blue Collar	15.1%	16.8%	20.4%
Farming/Forestry/Fishing	0.1%	0.0%	0.5%
Construction/Extraction	5.0%	4.3%	5.6%
Installation/Maintenance/Repair	3.6%	4.6%	4.4%
Production	3.8%	3.5%	4.0%
Transportation/Material Moving	2.5%	4.4%	5.9%
<b>2020 Civilian Population 16+ in Labor Force</b>			
Civilian Population 16+	1,869	7,621	24,649
Population 16+ Employed	93.4%	93.4%	92.6%
Population 16+ Unemployment rate	6.6%	6.6%	7.4%

The following chart illustrates the number of businesses and employees compared to the residential population in the market area. According to the STDB chart below, there are 889 businesses employing 8,240 employees within the five-mile radius of the subject area.

	1 mile	3 miles	5 miles
Total Businesses:	26	186	889
Total Employees:	377	1,756	8,240
Total Residential Population:	3,549	14,090	47,605
Employee/Residential Population Ratio (per 100 Residents)	11	12	17

Below is a list of companies and their specific industry that are located within the cities of Midlothian and Waxahachie.

Name	Address	Employees	Industry
GERDAU AMERISTEEL	300 WARD RD	1100	Manufacturing
TOYS 'R' US	3800 RAILPORT PKWY	300	Transportation/Warehousing
TXI MIDLOTHIAN CEMENT PLANT	245 WARD RD	285	Manufacturing
WAL-MART SUPERCENTER	400 N HWY 67	365	Retail Trade

Name	Address	Employees	Industry
CARDINAL GLASS	201-301 CARDINAL RD	280	Manufacturing
DART CONTAINER CORP	850 SOLON RD	500	Manufacturing
OWENS-CORNING FIBERGLASS	3700 N IH 35 E	475	Manufacturing
SOUTHWESTERN ASSEMBLIES OF GOD UNIVERSITY	1200 SYCAMORE ST	250	Education
WALGREEN'S DISTRIBUTION CENTER	710 FM 664	800	Transportation/Warehousing
WAL-MART SUPERCENTER	1200 N HWY 77	550	Retail Trade
WAXAHACHIE ISD	411 N GIBSON ST	257	Education

### **Governmental**

Governmental factors that impact an area include property tax burden, impact fees, zoning, building codes and quality of public services such as schools, police and fire protection. Midlothian, DeSoto, Red Oak, Cedar Hill and Waxahachie serve the market area for primary education.

Midlothian Independent School District has over 8,000 students enrolled in six elementary, two middle and two high schools.

Navarro College in Midlothian has a new higher education facility on Mt. Zion Road and there are numerous colleges and universities in the Dallas/Fort Worth metroplex.



### **CONCLUSIONS**

The market area benefits from its accessibility via major freeways (US 67, US 287 and IH-35E). The market area is expected to see continued growth and has numerous available vacant tracts to contribute to the area's expansion.

## SITE ANALYSIS

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<b>Location</b>	625 W. Main St., Ovilla, Ellis County, Texas. Ellis County Appraisal District records list the property's address as Midlothian, but shows the owner to be paying Ovilla city taxes, and interactive maps show the subject to have Ovilla zoning. For purposes of this appraisal, it is assumed that the property is located in the city of Ovilla.
<b>Size</b>	2.910 acres, or 126,760 SF
<b>Shape</b>	Irregular
<b>Frontage</b>	157.85' on W. Main St. (2-lanes, undivided, paved) per TxDOT survey Although the subject has exposure to FM 664 (Ovilla Rd.), it has no direct frontage on it.
<b>Traffic Counts</b>	W. Main St. – 4,086 vehicles per day at the subject, per 2019 TxDOT traffic map
<b>Flood Plain</b>	FEMA MAP PANEL: 48139C0050F, June 3, 2013 – (see map Pg. 2.16) Floodway (undevelopable) – 14% of whole property area Zone AE – 1% annual chance of flood – 9% of whole property area Zone AE – 0.2% annual chance of flood – 8% of whole property area Zone X – no flood – 69% of whole property area
<b>Topography</b>	Mostly level
<b>Utilities</b>	Water – Available Sewer - Available
<b>Surrounding Land Uses</b>	North – W. Main St. with a car wash/coffee store, vacant tracts and small commercial uses beyond East – City tract with FM 664, a church and residential uses beyond South – A large residential compound with a church and residential uses beyond West – An office building with commercial uses beyond
<b>Zoning</b>	CR – Restricted Commercial per City of Ovilla
<b>Taxes</b>	2021 Certified Value: The value for the land is assessed at \$100,390 (or \$0.79/SF calculated) based on the total appraisal district size of 2.91 acres or 126,760 SF.  The whole improved property is assessed at \$101,930 including the minor park improvements that are noted to include a shed and storage building.
<b>Easements/Deed Restrictions</b>	Typical utility easements were observed, however, none appear detrimental to the development of the site. According to the title policy provided, there are no easements noted and there are no known deed restrictions or restrictive covenants associated with the property.  Although not specified as such in the subject's conveyance deed, the TxDOT survey shows a portion of the subject property to be located within the prescriptive right of way (roadway) of W. Main St. Aerial measurements indicate this area to comprise approximately 1,580 SF of the subject's whole property area.
<b>Improvements</b>	The subject property is improved with various public park related structures such as small pavilions, and other site improvements such as benches, tables, bollards, etc.

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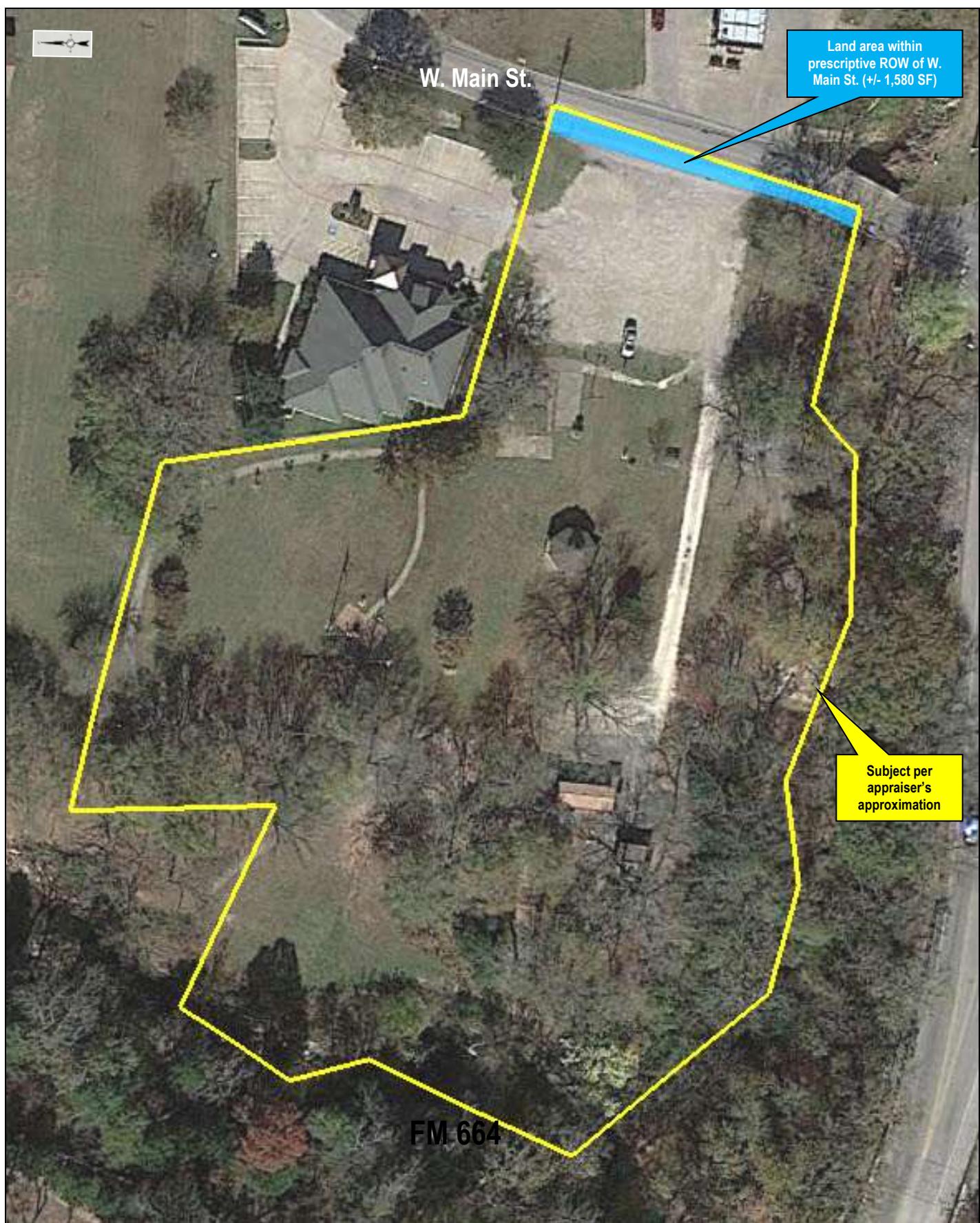
### PART TO BE ACQUIRED

<b>Acquisition Areas</b>	0.133 AC or 5,776 SF, of which +/- 1,580 SF lies within the prescriptive right of way of W. Main St.	The fee simple right of way acquisition impacts only land and gravel paving.
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### REMAINDER

The remainder land size will be 2.777 acres, or 120,984 SF of land that continues to be improved with a public park.



**PID 187687 | 625 W MAIN ST**Property Summary Report | 2021  
Online Services | ELLIS APPRAISAL DISTRICT**GENERAL INFO****ACCOUNT**

Property ID: 187687  
 Geographic ID: 62.0693.000.060.00.108  
 Type: R  
 Zoning: COMM  
 Agent:  
 Legal Description: 693 J McNAMARA 2.91 ACRES

**OWNER**

Name: OVILLA CITY OF  
 Secondary Name:  
 Mailing Address: 105 COCKRELL HILL RD STE 2, OVILLA,  
 TX, 75154-1493  
 Owner ID: 59284  
 % Ownership: 100.00  
 Exemptions: EX-XV

Property Use: LOCAL

**LOCATION**

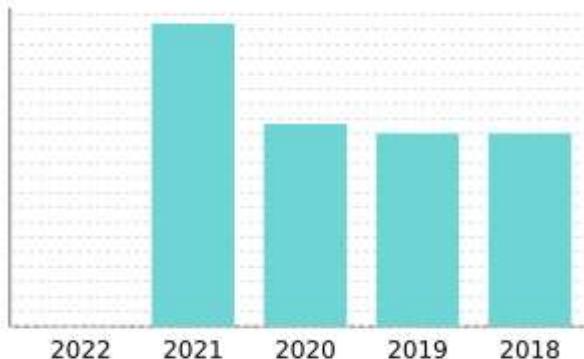
Address: 625 W MAIN ST MIDLOTHIAN TX  
 76065  
 Market Area:  
 Market Area CD: EXEMPT  
 Map ID: 13-3

**PROTEST**

Protest Status:  
 Informal Date:  
 Formal Date:

**VALUES****CURRENT VALUES**

Land Homesite:	\$0
Land Non-Homesite:	\$100,390
Special Use Land Market:	\$0
Total Land:	\$100,390
Improvement Homesite:	\$0
Improvement Non-Homesite:	\$1,540
Total Improvement:	\$1,540
Market:	\$101,930
Special Use Exclusion (-):	\$0
Appraised:	\$101,930
Value Limitation Adjustment (-):	\$0
Net Appraised:	\$101,930

**VALUE HISTORY**

Values for the current year are preliminary and are subject to change.

**VALUE HISTORY**

Year	Land Market	Improvement	Special Use Exclusion	Appraised	Value Limitation Adj (-)	Net Appraised
2022	N/A	N/A	N/A	N/A	N/A	N/A
2021	\$100,390	\$1,540	\$0	\$101,930	\$0	\$101,930
2020	\$66,550	\$1,540	\$0	\$68,090	\$0	\$68,090
2019	\$63,380	\$1,540	\$0	\$64,920	\$0	\$64,920
2018	\$63,380	\$1,540	\$0	\$64,920	\$0	\$64,920

## TAX CARD

### TAXING UNITS

Unit	Description	Tax Rate	Net Appraised	Taxable Value	Estimated Tax
070	ELLIS COUNTY	0.320194	\$101,930	\$0	\$0.00
208	MIDLOTHIAN ISD	1.379800	\$101,930	\$0	\$0.00
362	CITY OF OVILLA	0.660000	\$101,930	\$0	\$0.00
R70	ELLIS COUNTY LATERAL ROAD	0.030082	\$101,930	\$0	\$0.00
		TOTAL TAX RATE: <b>2.39007</b>			
		ESTIMATED TAXES WITH CURRENT EXEMPTIONS: <b>\$0.00</b>			
		ESTIMATED TAXES WITHOUT EXEMPTIONS: <b>\$2,436.20</b>			

DO NOT PAY FROM THIS ESTIMATE. This is only an estimate provided for informational purposes and may not include any special assessments that may also be collected. Please contact the tax office for actual amounts.

### IMPROVEMENT

Improvement #1: COMMERCIAL	Improvement Value: \$1,540	Main Area: 0
State Code: F1		Gross Building Area: 702.3

Type	Description	Class CD	Exterior Wall	Number of Units	EFF Year Built	Year	SQFT
SHED	SHED	SHDA		0	2000	2000	452.3
STGA	STORAGE AVERAGE	STGA		1	2017	2017	250

#### Improvement Features

### LAND

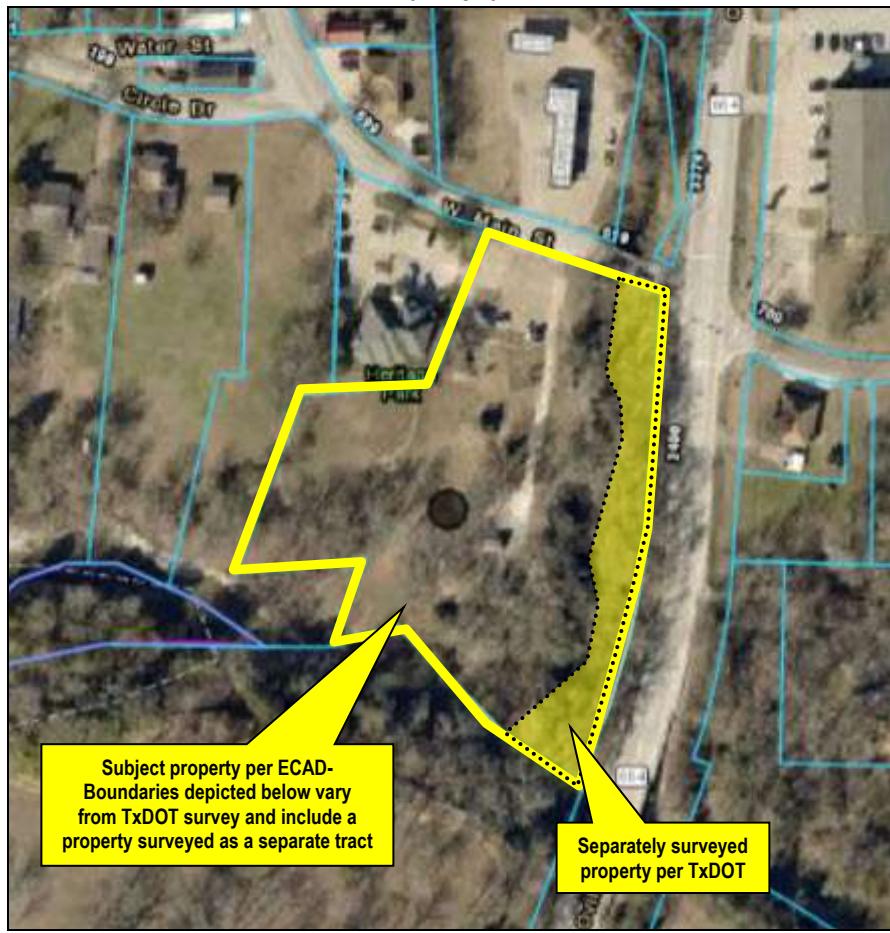
Land	Description	Acres	SQFT	Cost per SQFT	Market Value	Special Use Value
SQFT	PER SQUARE FOOT	2.91	126,760	\$0.79	\$100,390	\$0

### DEED HISTORY

Deed Date	Type	Description	Grantor/Seller	Grantee/Buyer	Book ID	Volume	Page	Instrument
2/22/96	OT	Other	OVILLA CO OP ASSOC	OVILLA CITY OF		1228	363	0
	OT	Other	PREVIOUS OWNER UNKNOWN	OVILLA CO OP ASSOC		00000	00000	0

## TAX AERIAL AND TAX MAP

Tax Aerial

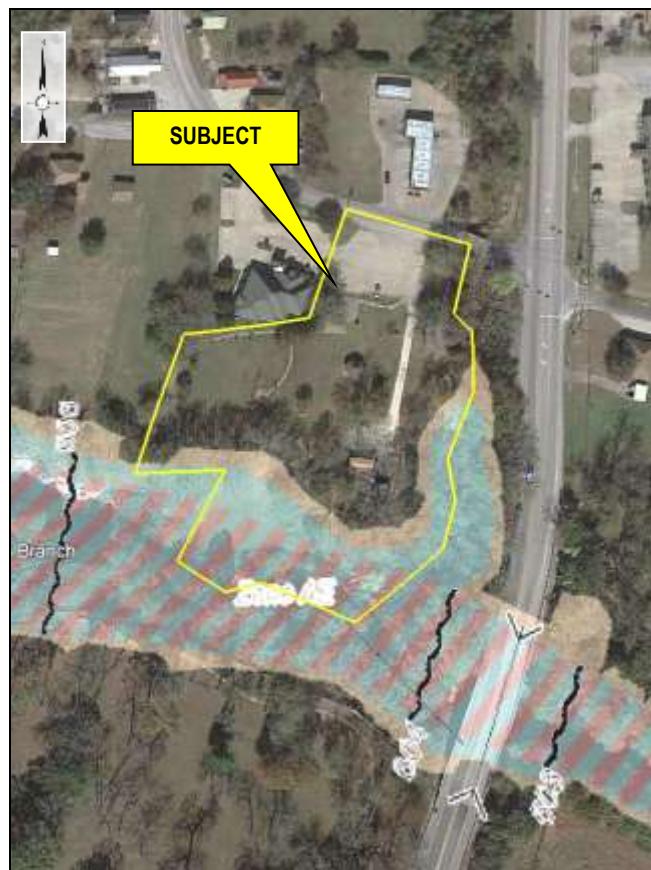


*The property line boundaries appear to be shifted north and east.*

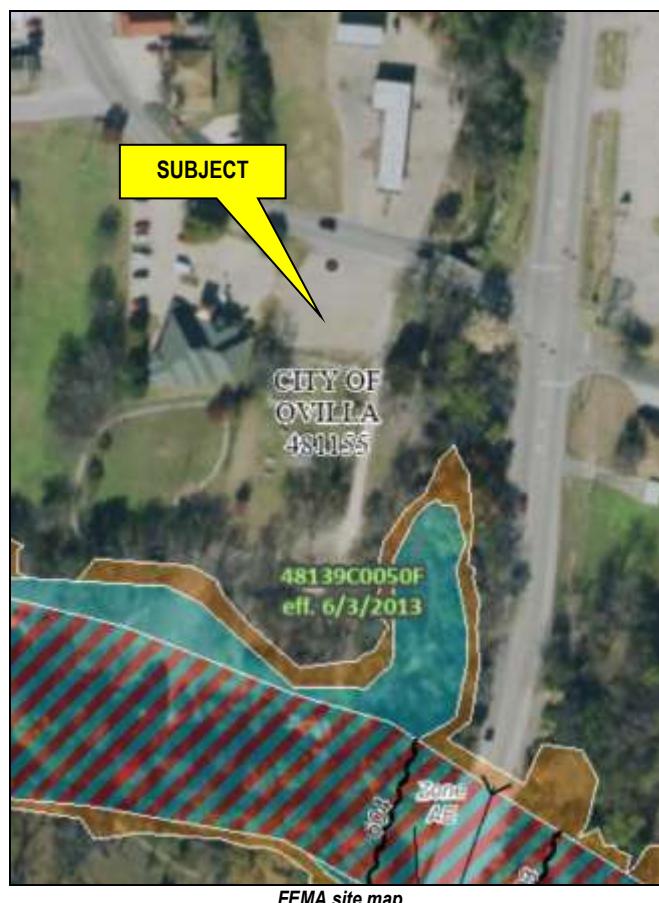
Tax Map



## FLOOD PLAIN AERIAL



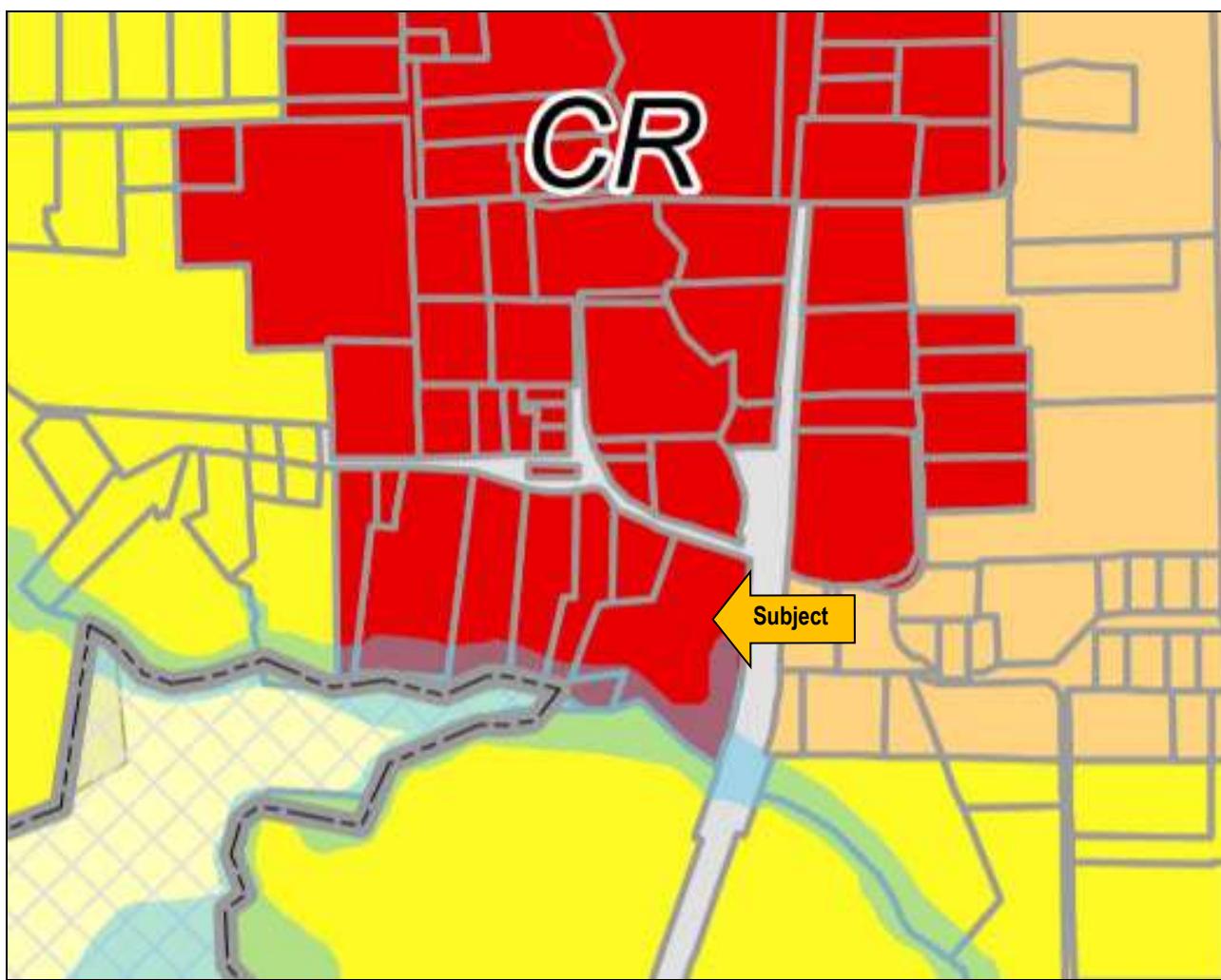
Google Earth Pro



FEMA site map

## ZONING

The subject is currently zoned CR – Restricted Commercial District, to which the subject complies for use. See Zoning Ordinance excerpts on following page.



### Ovilla Zoning and Future Land Use September 2015

Roads

Flood Zone

Ovilla City Limits

Ovilla ETJ

#### Ovilla Zoning

- CG General Commercial
- CR Restricted Commercial
- R15 Residential (15,000 sf)
- R22 Residential (22,000 sf)
- RE Residential (1 Ac.)
- RC Residential (5 Ac.)
- MF Multi-Family
- I Industrial
- PD Planned Development

#### Ovilla ETJ

ETJ

#### Future Land Use Plan

- Commercial
- Public
- Single Family
- None

**City Limits Area**  
**3,655 acres**

## Zoning Ordinance

### Section 21 - "CR" Restricted Commercial District

#### **21.1 PURPOSE**

The purpose of the "CR" Restricted Commercial district is to provide for compatible land, building, and structure uses primarily oriented to select retail convenience goods and services which supply the daily needs of residential neighborhoods, including neighborhood shopping centers, select low intensity office uses, and select community facility uses. The "CR" Restricted Commercial district is most appropriately located at the intersection of collector streets and arterial streets and as a transition district between moderate and high density residential districts and higher intensity commercial and industrial districts.

#### **21.2 PERMITTED USES**

Uses permitted in the "CR" Commercial district are listed in Table 11.A, Permitted Uses.

#### **21.3 DENSITY, AREA, YARD, HEIGHT, AND LOT COVERAGE REQUIREMENTS**

The requirements regulating the minimum lot size, minimum yard sizes, maximum building height, and maximum percent of lot coverage by buildings, as pertains to the "CR" district, shall conform with the provisions provided in the Table 21.A, "CR" Zoning District Area Requirements.

Table 21.A	
"CR" Zoning District Area Requirements	
Minimum Lot Area	8,000 sq. ft.
Minimum Lot Width	80 ft.
Minimum Lot Depth	100 ft.
Minimum Front Yard	0 ft.
Minimum Side Yard	25 ft. if adjacent to residential use, 0 ft. to other districts.
Minimum Side Yard adjacent to street (corner lot)	15 ft.
Minimum Rear Yard	25 ft. if adjacent to residential use, 0 ft. to other districts.
Maximum Building Height	35 ft.

#### **21.4 OFF-STREET PARKING AND LOADING REQUIREMENTS**

Off-street parking and loading requirements pertaining to uses allowed in the "CR" district shall conform with the provisions of *Section 33 Off-street Parking and Loading Requirements*.

#### **21.5 ADDITIONAL FRONT YARD REQUIREMENTS**

All development located in the "CR" Commercial district shall build to or close to the front lot line of the property and shall take primary entry from the sidewalk in front of the business to ease pedestrian access.

#### **21.6 ADDITIONAL SIDE YARD REQUIREMENTS**

A side yard of not less than ten (10) feet in width shall be provided on the side of a lot adjoining a side street. No parking or similar use shall be allowed in any required side street yard which abuts a residentially zoned property.

#### **21.7 HEIGHT REQUIREMENTS**

No building shall exceed thirty-five (35) feet in height except as provided in *Section 28 General Height Requirements*.

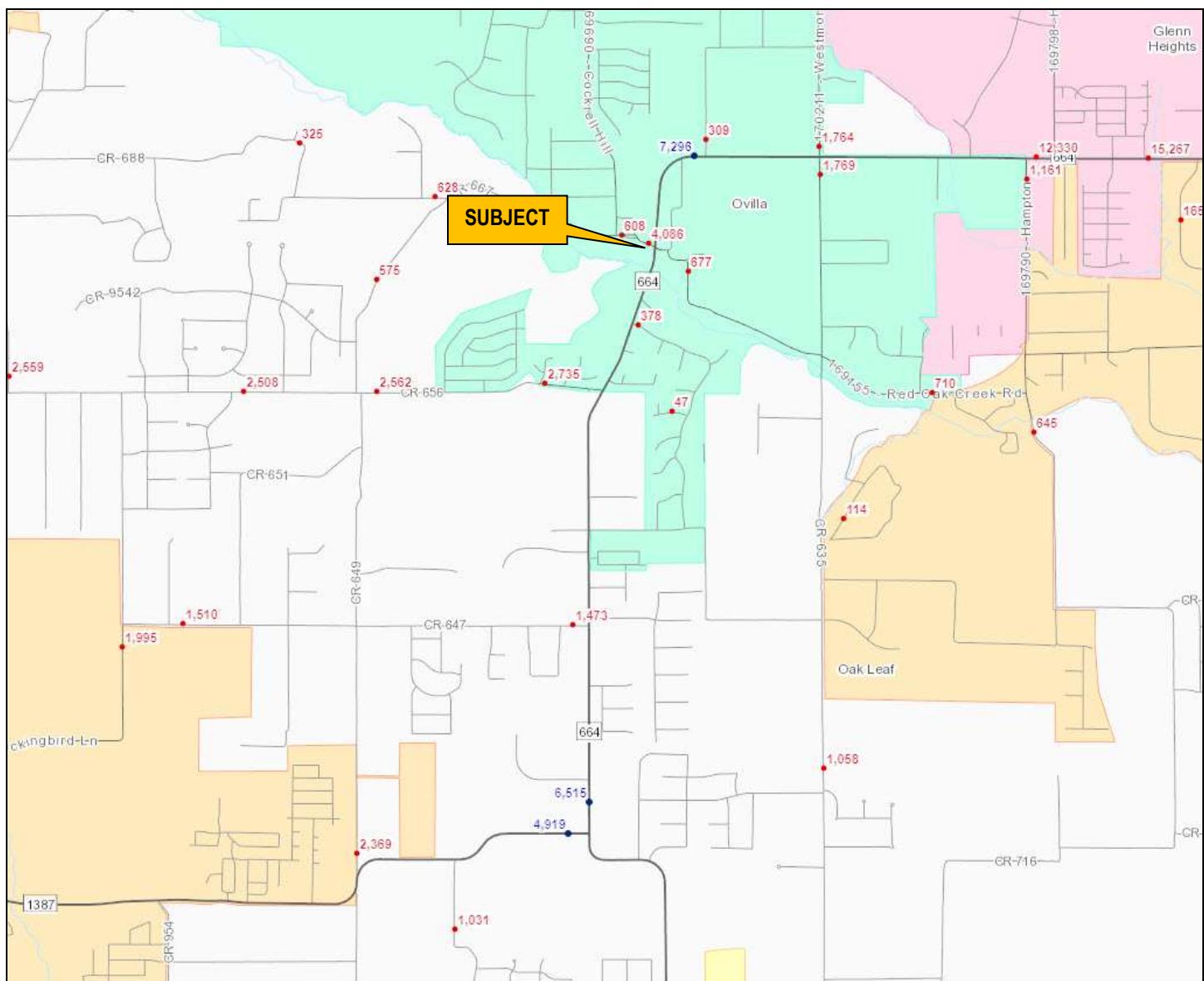
#### **21.8 LANDSCAPING**

Landscape for development shall comply with *Section 36 Landscape Regulations*.

#### **21.9 DESIGN STANDARDS**

All development within the "CR" District shall comply with the provisions of *Section 38 Non-Residential Development Design Standards*.

## TRAFFIC COUNT MAP



**PROPERTY VALUATION SUMMARY**Whole: Part to be Acquired: Remainder After: **HIGHEST AND BEST USE ANALYSIS**

The *Highest and Best Use* analysis should consider the reasonably probable and legal use of vacant land or improved property considering legally permissible, physically possible, financially feasible, and maximally productive. See Page 3.1.

**VALUATION APPROACHES & RECONCILIATION**

The subject property is a 2.910 acre, or 126,760 SF, tract of land used as a public park that is improved with minor structures and site improvements supporting the sites use as such.

Only the impacted land and site improvements will be valued in this report. Due to the unique nature of the park improvements, the Sales Comparison Approach and Income Approach for improved properties are not applicable for appraisal purposes and are not included in the valuation of the subject. For the purpose of this appraisal, the Sales Comparison Approach will be used to value the underlying land within the acquisition. The Cost Approach is developed to estimate the value of the impacted site improvements only.

The TxDOT acquisition survey shows a portion of the whole property's land area on its north boundary to be located within the prescriptive right of way of W. Main St. (1,580 SF). For the purposes of this appraisal, the value of the land in the prescriptive easement is estimated to be 1% of the fee simple value of the land underlying the subject property (\$2.00/SF).

Cost Approach.....	\$253,236
Sales Comparison Approach.....	\$250,392 (Land Only)
Income Approach.....	Not Applicable

<b>Contributory Value of Impacted Site Improvements (Itemized)</b>	
Gravel Paving	\$2,844
<b>Total of Contributory Value of Improvements</b>	<b>\$2,844</b>

**Whole Property Land Value**

Fee Simple Land Area:	125,180 SF x \$2.00/SF =	\$250,360
Prescriptive Right of Way Area:	1,580 SF x \$2.00/SF x 1% =	\$ 32
Total Land Value	126,760 SF	\$250,392
<b>Total Reconciled Final Value.....</b>	<b>\$253,236</b>	

Each approach developed follows this page and is sequenced as shown below.

Land Value:  
Pg. 3.2-3.10

Cost Approach:  
Pg. 3.11

Sales Comparison Approach:  
N/A

Income Approach:  
N/A

## HIGHEST AND BEST USE ANALYSIS

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The four criteria that the Highest and Best Use must meet are:

**Physically Possible Use** - the uses to which it is physically possible to put on the site in question.

**Legally Permissible Use** - the uses that are permitted by zoning and deed restrictions on the site in question.

**Feasible Use** - the possible and permissible uses that will produce any net return to the owner of the site.

**Maximally Productive Use** - Among the feasible uses, the use that will produce the highest residual value consistent with the market's acceptance of risk and with a rate of return on that risk.

### WHOLE PROPERTY HIGHEST & BEST USE – AS IF VACANT

#### **Physically Possible Use**

The subject is an irregularly shaped tract containing 2.910 acres, or 126,760 SF of land, located along the south side of W. Main St. approximately 70' west of FM 664 (Ovilla Road) in the city limits of Ovilla, in Ellis County, Texas. According to the TxDOT survey, the site has 157.85' of frontage within W. Main St. on its north boundary, where approximately 1,580 SF of the subject lies within the prescriptive right of way of W. Main St. The subject tract has some exposure to, but not frontage on, FM 664 across the small city property underlying the easterly-adjacent creek.

The site has generally level terrain with approximately 31% of its total land area located within FEMA flood plain. Of this total, approximately 14% lies within undevelopable floodway in its southernmost portion. The other 17% is located within flood plain that is developable if the terrain is mitigated to above determined base flood levels.

Water and sewer service is available to the site and access is via a large drive throat area from W. Main St.

Due to its physical characteristics, a variety of uses are possible that are not inhibited by the site's flood prone areas.

#### **Permissible Use**

The subject is located in the Ovilla city limits and is currently zoned CR – Restricted Commercial. The purpose of this district is mainly for retail and/or convenience goods and services to supply the daily needs of residential neighborhoods. Off street parking requirements depend on property usage, and structures are limited to 35' heights. The only setbacks are side and rear, and only if adjacent to residential districts.

#### **Feasible Use**

The surrounding uses of the subject property are a mix of residential with scattered commercial developments along FM 664. Overall economic interest in the FM 664 corridor has gained strength with the continued residential development to the south and some recent end user commercial development to the northeast. The continued residential development should spur the need for neighborhood commercial services and personal service type developments. As the subject is located along Main Street in a small commercial area, is in the path of growth and is commercially zoned, the most feasible use is estimated to be for commercial development.

#### **Maximally Productive Use and Highest & Best Use Conclusion**

Based on the foregoing discussion, the maximally productive and, therefore, highest and best use is for future commercial development.

### WHOLE PROPERTY HIGHEST & BEST USE – AS IMPROVED

Although the subject has minor structures in various locations, they support the site's use as a municipality-owned public park. The improvements do not generate revenue nor are intended for office or residential use, however, there are no deed or development restrictions that limit its use to a park. Therefore, the highest and best use for the subject as improved is for continued use as a public park until demand warrants redevelopment.

## LAND SALES MAP



## COMPARABLE DATA SUPPLEMENT

District: Dallas

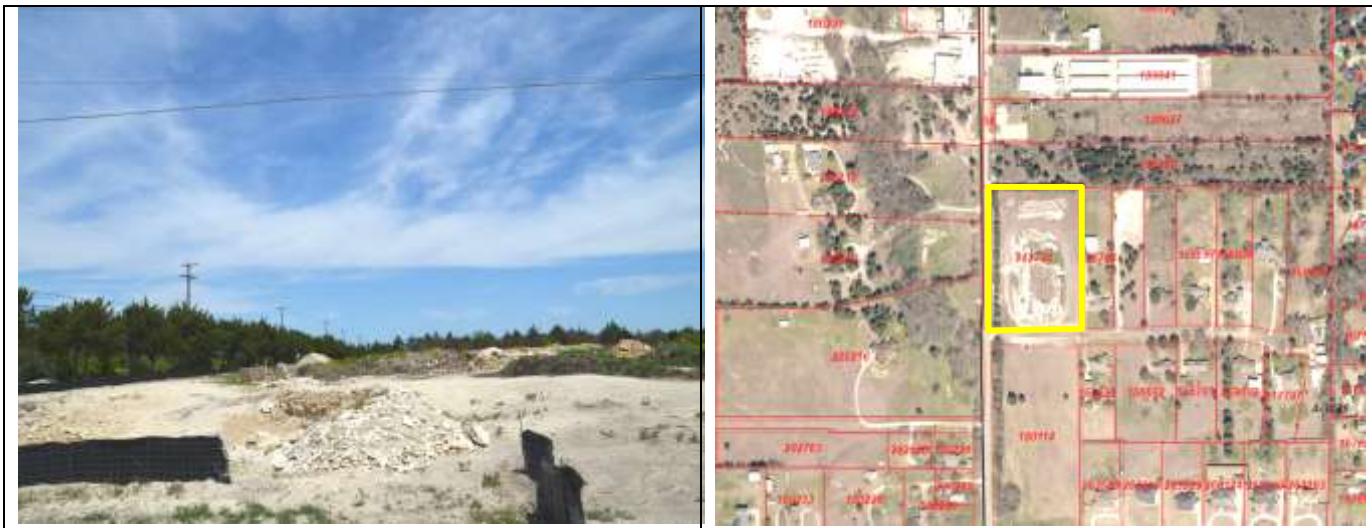
Parcel No.: P00054255

Highway: FM 664

County: Ellis

ROW CSJ: 1051-01-057

### LAND SALE NO. 1



**Grantor/Lessor:** Patricia Ruyle, Linda Reeder and Michelle McGraw

**Grantee/Lessee:** Carl D. Neal and Lisa Lynn

**Recording Date:** October 13, 2020

**Recording Information:** Doc# 2037223

**Address:** NEC of FM 664 and Slippery Creek, Ovilla ETJ, Ellis County, TX

**Legal Description:** Being a tract of land in the J. Billingsley Survey, Abs. 76, Ellis County, TX (deed)

**Confirmed Price:** \$350,000 (stated)

**Verified with:** Owner

**Terms and Conditions of Sale:** Cash to seller

**Rental Data:** N/A

**Land Size:** 3.879 acres, (or 168,969 SF calculated) per deed

**Unit Price as Vacant:** \$2.07/SF (calculated)

**Type Street:** Farm to Market

**Utilities:** Water; septic required

**Improvement(s) Description:** N/A

**Improvement(s) Size:** N/A

**Unit Price as Improved:** N/A

**Condition and Functional Design:** N/A

**Current Use:** Vacant land

**Highest & Best Use:** Commercial or Townhome

**Date of Inspection:** April 19, 2021

**Zoning:** Ovilla ETJ; un-zoned

**Flood Plain:** None

**Additional information:** This site was purchased for the construction of a town home development. According to the owner the FM 664 project had no influence on the purchase price of the site. The purchase price of the property was negotiated in 2018 and the site was under contract for 2 years. The property is level and at street grade with no areas of flood plain. This property is located within the Ovilla ETJ and is un-zoned. A non-arm's length transfer to a related entity occurred on October 28, 2020.

**Appraiser:** Christi Glendinning, MAI

**Date:** November 6, 2021

## COMPARABLE DATA SUPPLEMENT

District: Dallas

Parcel No.: P00054255

Highway: FM 664

County: Ellis

ROW CSJ: 1051-01-057

### LAND SALE NO. 2



**Grantor:** Rodney Granzin & Deborah Granzin

**Grantee:** Kona Ice Lake Arlington, LLC

**Recording Date:** August 3, 2020

**Recording Information:** Doc# 2026366

**Address:** SWC of FM 664 and Gerry Lane, Ovilla ETJ, Ellis County, TX 75154

**Legal Description:** Being a 1.00-acre tract of land situated in the J. S. Berry Survey, Abs. 86, Ellis County, TX

**Confirmed Price:** \$114,000 (stated)

**Verified with:** Seller

**Terms and Conditions of Sale:** Cash to seller

**Rental Data:** N/A

**Land Size:** 1.000 acre, or 43,562 SF (per deed)

**Unit Price As Vacant:** \$2.62/SF

**Type Street:** Farm to Market

**Utilities:** Water; septic required

**Improvement(s) Description:** Vacant

**Unit Price As Improved:** N/A

**Improvement Size:** N/A

**Condition & Functional Design:** N/A

**Current Use:** Vacant land

**Highest & Best Use:** Commercial

**Date of Inspection:** March 7, 2021

**Zoning:** Un-zoned

**Flood Plain:** None

**Additional information:** The tract is irregular in shape, and is level with no floodplain. The property is located within the Ovilla ETJ and has no zoning. Water is available to the site with septic required for sewer. The property is located at the southwest corner of Gerry Lane and FM 664. Gerry Lane is a minor, gravel paved roadway with no thru traffic. The future land use map for Ovilla shows a portion of the property to be within a commercial use area.

**Appraiser:** Christi Glendinning, MAI

**Date:** November 6, 2021

## COMPARABLE DATA SUPPLEMENT

District: Dallas

Parcel No.: P00054255

Highway: FM 664

County: Ellis

ROW CSJ: 1051-01-057

### LAND SALE NO. 3



**Grantor:** Russell C. Earnhart

**Grantee:** K & M Evans, LLC et al.

**Recording Date:** February 23, 2018

**Recording Information:** Doc# 1804966

**Address:** S/s of Ovilla Rd, +/- 340' E of Uhl Rd, Red Oak, Ellis County, TX 75154

**Legal Description:** Being a tract or parcel in the City of Red Oak, Ellis County, Texas, being part of Lots 14 & 15, Block A, Bowmar Acres, an addition to the City of Red Oak, Ellis County, TX

**Confirmed Price:** \$194,713 or \$3.00/SF (stated)

**Verified with:** Seller's Agent

**Terms and Conditions of Sale:** Cash to seller

**Rental Data:** N/A

**Land Size:** 1.49 acres or 64,904 SF (per deed)

**Unit Price as Vacant:** \$3.00/SF

**Type Street:** FM Road

**Utilities:** All Available

**Improvement(s) Description:** Vacant

**Unit Price As Improved:** N/A

**Improvements Size:** N/A

**Condition & Functional Design:** N/A

**Current Use:** Vacant land

**Highest & Best Use:** Commercial

**Date of Inspection:** April 8, 2020

**Zoning:** Ag-Agriculture      **Flood Plain:** None

**Additional information:** The property is vacant land, consisting of two tax tracts (Ellis CAD ID #'s 148060 & 148061), with +/-235' of frontage on Ovilla Rd (presently under construction).

**Appraiser:** Christi Glendinning, MAI

**Date:** November 6, 2021

## COMPARABLE DATA SUPPLEMENT

District: Dallas

Parcel No.: P00054255

Highway: FM 664

County: Ellis

ROW CSJ: 1051-01-057

### LAND SALE NO. 4



**Grantor:** Roy Narmour

**Grantee:** Cool Days, Inc.

**Recording Date:** May 11, 2018

**Recording Information:** Doc# 201800126002

**Address:** 610 E. Bear Creek Road, Glenn Heights, TX 75154

**Legal Description:** Being situated in the John F. Porter Survey, Abstract No. 1118, City of Glenn Heights, Dallas County, Texas

**Confirmed Price:** \$136,000 (stated) or \$1.79/SF (calculated)

**Verified with:** Seller

**Terms and Conditions of Sale:** Cash to seller

**Rental Data:** N/A

**Land Size:** 1.74 acres (per deed) or 75,794 SF (calculated)

**Unit Price As Vacant:** \$1.79/SF

**Type Street:** Connector

**Utilities:** All to site

**Improvement(s) Description:** Vacant

**Unit Price As Improved:** N/A

**Improvement Size:** N/A

**Condition & Functional Design:** N/A

**Current Use:** Vacant land

**Highest & Best Use:** Commercial/Retail

**Date of Inspection:** April 8, 2020

**Zoning:** R (Retail)

**Flood Plain:** None

**Additional information:** The tract is level with approximately 175' of frontage. The buyer plans to develop the tract with retail.

**Appraiser:** Christi Glendinning, MAI

**Date:** November 6, 2021

## COMPARABLE DATA SUPPLEMENT

District: Dallas

Parcel No.: P00054255

Highway: FM 664

County: Ellis

ROW CSJ: 1051-01-057

### LAND SALE NO. 5



**Grantor:** Misty Doan

**Recording Date:** January 30, 2020

**Address:** 1705 Glenn Lane, Glenn Heights, Dallas County, Texas

**Legal Description:** Lot 14, Glenn Cove Estates, Unit No. 1, Addition to the City of Glenn Heights, Dallas County, Texas

**Confirmed Price:** \$99,000 (stated) or \$1.70/SF

**Verified with:** Seller

**Terms and Conditions of Sale:** Seller financed

**Rental Data:** N/A

**Land Size:** 1.336 acres, or 58,196 (DCAD)

**Unit Price As Vacant:** \$1.70/SF

**Type Street:** Connector

**Utilities:** All to Site

**Improvement(s) Description:** Vacant

**Unit Price As Improved:** N/A

**Improvement Size:** N/A

**Condition & Functional Design:** N/A

**Current Use:** Vacant land

**Highest & Best Use:** Commercial/Retail

**Date of Inspection:** April 8, 2020

**Zoning:** R – Retail

**Flood Plain:** +/- 15% has 0.2% chance of annual flooding

**Additional information:** The site is on a corner with frontage along E. Bear Creek Road and Glenn Lane. The property is mostly level, with approximately 15% of its frontage in a FEMA flood hazard zone. The sale was also noted to be seller-financed, but at market terms. There is a small outdoor advertising sign on the property owned by M&M Advertising. The seller indicated that they receive no ground lease payments, however, the sign owner does site mowing in exchange for the right to place the sign on the property.

**Appraiser:** Christi Glendinning, MAI

**Date:** November 6, 2021

**COMPARABLE DATA SUPPLEMENT**

District: Dallas

Parcel No.: P00054255

Highway: FM 664

County: Ellis

ROW CSJ: 1051-01-057

**LAND SALE NO. 6**



**Grantor:** Pauline Feemster; Steve Feemster, also known as Steve Allen Feemster; Kristi Todd; and Donald E. Thomas, Independent Administrator of the Estate of Treva Janet Lane, Deceased

**Grantee:** Liberty CDL Holdings, LLC

**Recording Date:** May 4, 2020

**Recording Information:** Doc# 2014165

**Address:** 2895 E. Highway 287, Midlothian, Ellis County, TX 76065

**Legal Description:** Being a 2.704-acre tract of land situated in the Coleman Jenkins Survey, Abs. 555, Midlothian, Ellis County, TX

**Confirmed Price:** \$280,000 (stated)

**Verified with:** Broker

**Terms and Conditions of Sale:** Cash to seller

**Rental Data:** N/A

**Land Size:** 2.704 acre (117,786 SF calculated) per deed

**Unit Price As Vacant:** \$2.38/SF

**Type Street:** Highway

**Utilities:** Water; septic required

**Improvement(s) Description:** Two older mobile homes

**Unit Price As Improved:** N/A

**Improvement Size:** N/A

**Condition & Functional Design:** N/A

**Current Use:** Vacant land

**Highest & Best Use:** Commercial/Industrial

**Date of Inspection:** April 19, 2021

**Zoning:** AG - Agriculture

**Flood Plain:** None

**Additional information:** The tract is irregular in shape, and is level with no floodplain. The property is located within the City of Midlothian and is currently zoned AG (Agriculture). However, according to the broker, this site sold as a commercial site for land value only. There were two older mobile homes on the site that were leased out. Restrictions stated that they could replace these with newer ones but no more could be added to the property. Broker stated that the buyers bought with the intention of building a commercial building.

**Appraiser:** Christi Glendinning, MAI

**Date:** November 6, 2021

**SALES COMPARISON APPROACH**Whole:  Part to be Acquired: Remainder After: Land: Improved: **VALUATION GRID****Representative Comparable Sales**

Subject		Comp No. 1	Comp No. 2	Comp No. 3	Comp No. 4	Comp No. 5	Comp No. 6
Grantor		Patricia Ruyle, Linda Reeder and Michelle...	Rodney Granzin & Deborah Granzin	Russell Earnhart	Roy Narmour	Misty Doan	Pauline Feemster; Steve Feemster...
Grantee		Carl D. Neal and Lisa Lynn	Kona Ice Lake Arlington, LLC	K & M Evans, LLC, et al	Cool Days, Inc.	Carrazales, Rodriguez & ...	Liberty CDL Holdings, LLC
Date of Sale		10/13/2020	08/03/2020	02/23/2018	05/11/2018	01/30/2020	05/04/2020
Unit Price (\$/SF)		\$2.07	\$2.62	\$3.00	\$1.79	\$1.70	\$2.38
Relative Location		S	S	E	NE	NE	SW
Rights Conveyed		Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financing		Cash	Cash	Cash	Cash	Seller Note See Comments	Cash
Conditions of Sale		Arm's Length	Arm's Length	Arm's Length	Arm's Length	Arm's Length	Arm's Length
Adjusted Price (\$/SF)		\$2.07	\$2.62	\$3.00	\$1.79	\$1.70	\$2.38
Market Conditions		See Comments +15%	+5%	+15%	+14%	+7%	+6%
Adjusted Price (\$/SF)		\$2.38	\$2.75	\$3.45	\$2.04	\$1.82	\$2.52
<b>Physical Characteristics</b>							
Location	City of Ovilla Midlothian ISD			Superior -5%			
Access	See Comments	Superior -10%				Superior -10%	
Zoning	CR	Inferior +1%	Inferior +1%				
Size	2.910 acres or 126,760 SF	168,969 SF +5%	43,562 SF -15%	64,904 SF -10%	75,794 SF -10%	58,196 SF -10	117,786 SF -0-
Topography/Flood	See Comments	Superior -20%	Superior -10%	Superior -20%	Superior -20%	Superior -5%	Superior -20%
Utilities	All available	Water, no sewer +5%	Water, no sewer +5%				Water, no sewer +5%
Net Adjustments		-19%	-19%	-35%	-30%	-25%	-15%
Indicated Unit Value		\$1.93	\$2.23	\$2.24	\$1.43	\$1.37	\$2.14
Value Indicator/SF							\$2.00

**EXPLANATIONS OF ADJUSTMENTS WITH RECONCILIATION**

**Rights Conveyed** - All of the sales were conveyed in fee simple ownership, thus, adjustments for property rights are not required.

**Financing** – Sales 1, 2, 3, 4 and 6 were purchased with cash or third-party financing which require no adjustments.

- Sale 5 was seller-financed at market terms, thus no adjustment is required.

**Sale Conditions** - All sales were arm's length transactions and adjustments were not necessary.

**Market Conditions** - The comparable transactions ranged in sale date from February 2018 to October 2020. Based on our analysis of market data, 4% annual adjustments are estimated for each of the comparable sales. The sale price of Sale 1 was negotiated in 2018 but did not close until 2020, therefore, we have applied a market condition adjustment based on a January 2018 sale date.

**As of the effective date of this appraisal, no market data illustrating impacts on real estate value by the COVID-19 virus pandemic were noted in the marketplace.**

## SALES COMPARISON APPROACH - LAND VALUE

### PHYSICAL CHARACTERISTICS

**Location** - The subject is located in the city of Ovilla on W. Main St. near the FM 664 intersection.

- Sales 1, 2, 4 and 5 are similar in terms of location with no adjustments necessary.
- Sale 3 is located along FM 664 at the southwest corner of Uhl Road. This area is receiving more commercial development and is considered superior with a 5% downward adjustment estimated.
- Sale 6 is located along US 287 in Midlothian. This area is more industrial in nature with fewer commercial and residential developments but has higher traffic exposure due to its location along a US Highway. Therefore, these characteristics offset each other and we consider this area similar with no adjustment estimated.

**Access** - Although the subject has some exposure to FM 664 across the adjacent property, it is an interior tract with frontage on one roadway only.

- Sales 3, 4 and 6 are interior sites with one roadway for access requiring no adjustment.
- Sales 1 and 5 are corner tracts with two roadways available for access, with 10% downward adjustments estimated for their corner sites.
- Sale 2 is a minor corner but with only one road for access. As the minor street is a gravel, one-lane dead-end road, the corner influence is insignificant, therefore, no adjustment is warranted.

**Zoning** - The subject is in the city of Ovilla and is zoned CR – Restricted Commercial District.

- Sales 3, 4, 5 and 6 have zoning designations for commercial, retail and agricultural uses, therefore, no adjustments are estimated.
- Sales 1 and 2 are un-zoned with no existing zoning entitlements, therefore, minor 1% upward adjustments are warranted.

**Size** - The size adjustment is based on the premise that, in general, the larger the tract, the less its selling price on a per unit basis. The subject is a 2.910-acre (126,760 SF) tract of land.

- Sale 1 is larger than the subject, with a 5% upward adjustment estimated.
- Sales 2, 3, 4 and 5 are smaller than the subject with incremental downward adjustments estimated.
- Sale 6 is similar enough in size to the subject that an adjustment is not estimated.

**Topography/Floodplain:** The subject site is generally level, however, +/- 14% of the site is located in FEMA floodway and, as this area of the property is undevelopable, it will be adjusted in a one-to-one ratio, or 14%. As the 17% portion of the site located in FEMA Zone AE flood plain is developable with site work, the adjustment will be mitigated to 6%, for a total adjustment of 20%. Although the flood area is located in the southern portion of the tract, the overall land ratio within it is significant enough to have an impact on development options.

- The topography of Sales 1, 3, 4 & 6 were level tracts with no flood areas, therefore, a 20% downward adjustment is estimated.
- Although it has no flood plain, Sale 2 required a significant amount of site work and fill, and sits below surrounding street grades, therefore, a 10% downward adjustment is estimated for its inferior topography.
- Approximately 15% of Sale 5 is encumbered with a FEMA flood hazard area (0.2% annual chance of flood). Since most of this flood hazard area is located along the site's Bear Creek Road frontage in an area that would likely be used for landscaping and parking, a mitigated downward adjustment of 5% is estimated.

**Utilities** - The subject has water and sewer service available.

- Sales 3, 4 and 5 are similar to the subject with both water and sewer service available, with no adjustments estimated.
- Sales 1, 2 and 6 have water available but septic systems are required, therefore, 5% upward adjustments are estimated for each.

### Reconciliation

After adjustments, the sales price range is between \$1.37/SF and \$2.24/SF. Considering the subject's commercial zoning entitlement, as well as its lack of frontage on FM 664 and its significant flood areas, a market value of \$2.00/SF is estimated for the subject and is well supported by the market data.

Fee Simple Land Area:	125,180 SF x \$2.00/SF =	\$250,360
Prescriptive Right of Way Area:	1,580 SF x \$2.00/SF x 1% =	\$ 32
<b>Total Land Value</b>	<b>126,760 SF</b>	<b>\$250,392</b>

**Estimated Land Value by Sales Comparison Approach.....\$250,392**

COST APPROACH Whole: Part to be Acquired: Remainder After: 

<b>Estimated Replacement/Reproduction Cost</b>					
<b>Building Improvements</b>	<b>Quantity</b>	<b>\$ per measure</b>	<b>Cost New</b>	<b>&lt;Depreciation&gt;</b>	<b>Value</b>
None					-0-
<b>Contributory Value of the Building Improvements:</b>					<b>-0-</b>
<b>Impacted Site Improvements Only</b>					
Gravel Paving	1,625 SF	\$2.50/SF	\$4,063	30% <\$1,219>	\$2,844
Contributory Value of the Impacted Site Improvements					\$2,844
<b>Contributory Value of All Improvements</b>					<b>\$2,844</b>
Fee Simple Land Area:	125,180 SF x \$2.00/SF =		\$250,360		
Prescriptive Right of Way Area:	1,580 SF x \$2.00/SF x 1% =		\$ 32		\$250,392
Total Land Value	126,760 SF		\$250,392		
<b>Estimated Value by Cost Approach</b>					<b>\$253,236</b>

#### **Impacted Site Improvements and Site Improvement Depreciation**

There is +/- 1,625 SF of gravel paving impacted by the acquisition. The cost for this item is based on information provided in Marshall Valuation Service as well as other costs estimates within the appraiser's files. To the base costs, we added a 10% allowance for entrepreneurial profit and 5% for indirect costs to each of our cost estimates.

The gravel paving appears to be in average condition, with some potholes and other minor deterioration noticeable. Therefore, depreciation of 30% is estimated for the paving



## PART TO BE ACQUIRED

### Highest and Best Use

Given its shape, size and integration into the subject property, the acquisition parcel is not considered a separate economic unit, therefore, its highest and best use is as a contributing component to the whole property and will have the same unit value as the whole property.

### Proposed Right of Way Acquisition

The proposed fee simple acquisition is for 0.133 acres, or 5,776 SF of land, of which 1,580 SF is located in the prescriptive right of way of W. Main St. The acquisition is located along the entirety of the subject's W. Main St. frontage, ranging in depths between 30.00' on its west boundary to 38.69' on its east boundary, including the area within the W. Main St. roadway (see following pages for aerials and exact dimensions). There are no building improvements impacted by the acquisition, and the only site improvements impacted consist of a portion of gravel paving.

*There are native trees and vegetation within the acquisition area. The value of the native trees and vegetation is considered inherent in the value of the underlying land and thus considered non-compensable as separate items.*

### Personal Property & Utilities in the Part to be Acquired

No items of personal property were observed within the acquisition area during our inspections. Also situated in and/or proximate to the acquisition area are water easements, utility lines and appurtenances. These items are assumed to be the property of other unrelated entities. It is assumed the Texas Department of Transportation will negotiate the successful movement and reconnection of other utilities where necessary, and without burden to the subject owner.

## PART TO BE ACQUIRED

CONTRIBUTORY VALUE OF THE IMPROVEMENTS					
Building Improvements	Number of SF	\$ per unit	Cost New	<Depreciation>	Value
None					\$0
Site Improvements					
Gravel Paving	1,625 SF	\$2.50/SF	\$4,063	30% <\$1,219>	\$2,844
Total Contributory Value of the Site Improvements					\$2,844
Total Contributory Value of All Improvements					\$2,844
Fee Simple Land Area:	4,196 SF x \$2.00/SF =	\$8,392			
Prescriptive Right of Way	1,580 SF x \$2.00/SF x 1% =	\$ 32			\$8,424
	5,776 SF	\$8,424			
TOTAL VALUE AS A UNIT					\$11,268

## REMAINDER BEFORE THE ACQUISITION

CONTRIBUTORY VALUE OF THE IMPROVEMENTS					
Building Improvements	Number of SF	\$ per unit	Cost New	<Depreciation>	Value
					\$0
Site Improvements					
None					\$0
Contributory Value of All Improvements					\$0
Fee Simple Land Area:	120,984 SF x \$2.00/SF =	\$241,968			\$241,968
TOTAL VALUE AS A UNIT					\$241,968

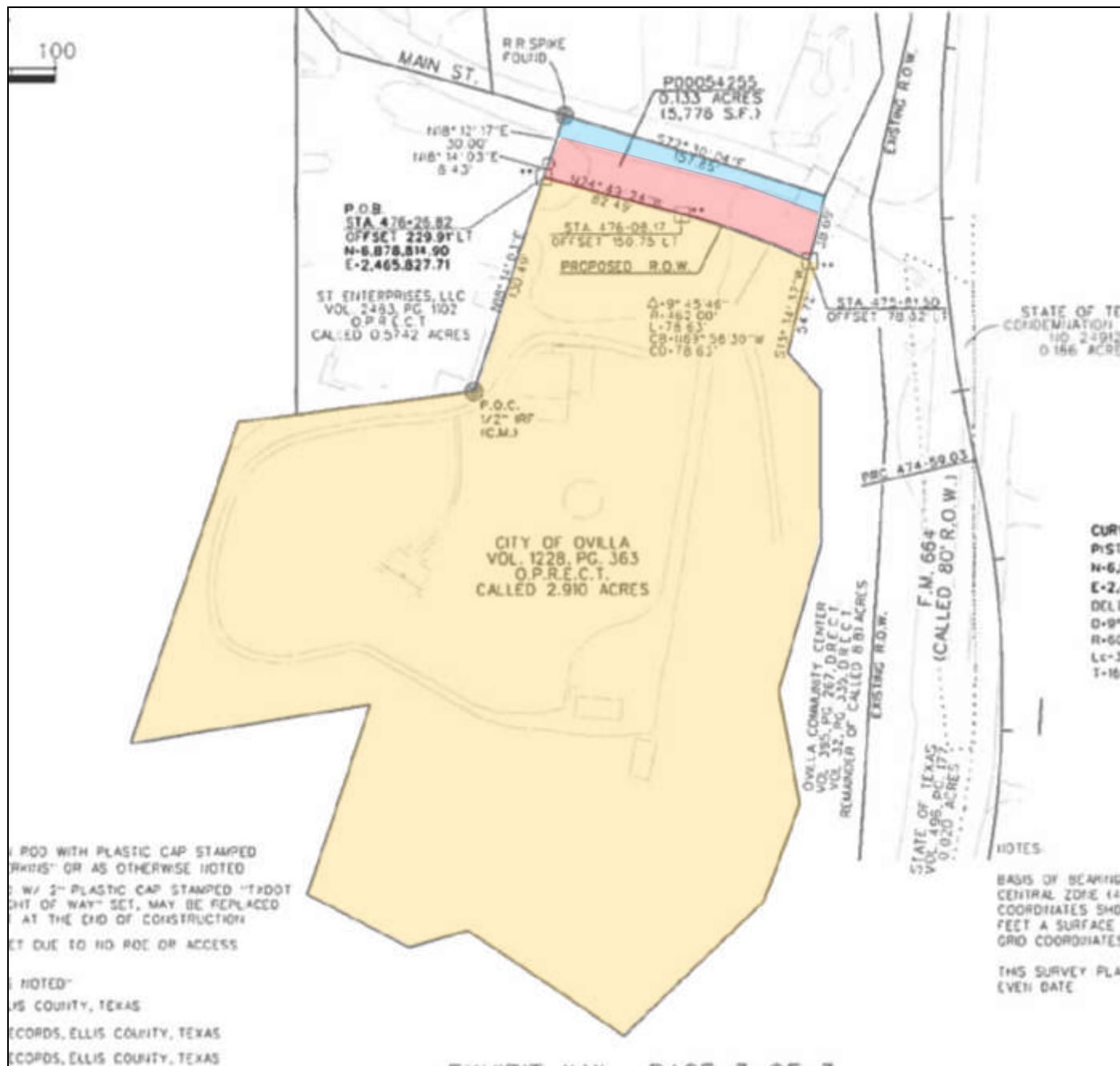
PART TO BE ACQUIRED

Aerial of the Proposed Acquisition



# PART TO BE ACQUIRED

## Parcel Sketch Excerpt



**PROPERTY VALUATION SUMMARY**Whole: Part to be Acquired: Remainder After: **HIGHEST AND BEST USE ANALYSIS**

The *Highest and Best Use* analysis should consider the reasonably probable and legal use of vacant land or improved property considering legally permissible, physically possible, financially feasible, and maximally productive. The highest and best use of the remainder is unchanged by the acquisition and continues to be for future commercial development as if vacant, and for continued use as a public park until demand warrants redevelopment as improved. See Page 3.1.

**VALUATION APPROACHES & RECONCILIATION**

The remainder property is 2.777-acre (120,984 SF) tract of land that continues to be improved as a public park facility. The minor structures and other park improvements were not impacted by the acquisition, which comprised a portion of the prescriptive right of way of W. Main St. and gravel paving underlying the parking area only.

As stated previously, the remaining park improvements were not impacted by the acquisition. Therefore, the Cost Approach, Sales Comparison Approach and Income Approach for improved properties are not applicable for appraisal purposes and are not included in the valuation of the remainder.

The Sales Comparison Approach is the most reliable and commonly utilized method of estimating the value of land in this market and is used in our analysis.

Cost Approach.....	N/A
Sales Comparison Approach.....	\$241,968
Income Approach.....	N/A

Contributory Value of Improvements (Itemized)	
None	-0-
<b>Total of Contributory Value of Improvements</b>	<b>-0-</b>

**Remainder Property Land Value**

Total Remainder Land Value: 120,984 SF @ \$2.00/SF = \$241,968

**Reconciled Total Remainder Land Value .....****\$241,968**

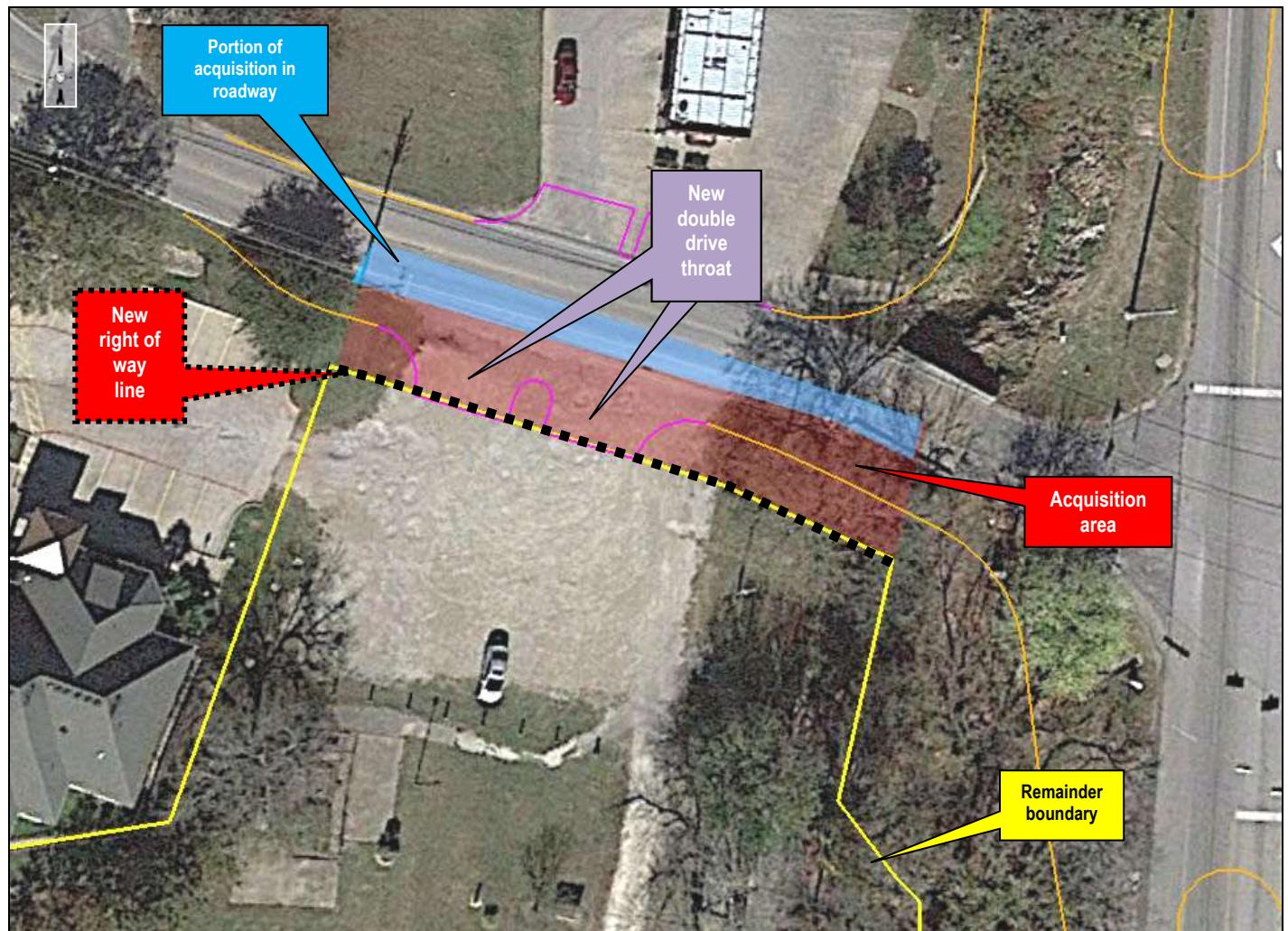
Each approach developed follows this page and is sequenced as shown below.

Land Value Pg. 5.2	Cost Approach N/A	Sales Comparison Approach N/A	Income Approach N/A
-----------------------	----------------------	----------------------------------	------------------------

## REMAINDER AFTER THE ACQUISITION ANALYSIS

- The remainder will be a 2.777 acre, or 120,984 SF, tract of land with essentially the same frontage (161.12') as before the acquisition (157.85'). The acquisition runs across the entirety of the subject's W. Main St. frontage and comprises the portion of the whole property that was located within the W. Main St. roadway; the depth of the acquisition includes that area. Although there is a slight flare toward the western portion of the acquisition (and consequently the new right of way line), it is not significant enough to affect the remainder's overall shape, which is materially unchanged from the before condition.
- The remaining public park improvements are not impacted by the acquisition nor does the parking lot suffer any loss of spaces or areas for parking.
- The subject's entry into the parking area from the roadway was an open throat that spanned a large portion of its roadway frontage. A new double drive throat will be constructed connecting to the existing parking area on the remainder, as shown on the exhibit below. Access is, therefore, not adversely impacted.
- The new right of way line moves inward into parking area, however, as the acquisition essentially only comprised the area underlying the entry throat, no parking spaces or area available for open parking is impacted.

Based on the above discussion, the overall utility of the site, including its shape and frontage/access remains materially as before the acquisition; therefore, the highest and best use of the property as if vacant remains unchanged. As the public park improvements were not impacted, the highest and best use as improved also remains unchanged.



**SALES COMPARISON APPROACH**      Whole:       Part to be Acquired:       Remainder After:   
 Land:       Improved:

VALUATION GRID			Representative Comparable Sales				
Subject		Comp No. 1	Comp No. 2	Comp No. 3	Comp No. 4	Comp No. 5	Comp No. 6
Grantor	Patricia Ruyle, Linda Reeder and Michelle...	Patricia Ruyle, Linda Reeder and Michelle...	Rodney Granzin & Deborah Granzin	Russell Earnhart	Roy Narmour	Misty Doan	Pauline Feemster; Steve Feemster...
Grantee		Carl D. Neal and Lisa Lynn	Kona Ice Lake Arlington, LLC	K & M Evans, LLC, et al	Cool Days, Inc.	Carrizales, Rodriguez & ...	Liberty CDL Holdings, LLC
Date of Sale		10/13/2020	08/03/2020	02/23/2018	05/11/2018	01/30/2020	05/04/2020
Unit Price (\$/SF)		\$2.07	\$2.62	\$3.00	\$1.79	\$1.70	\$2.38
Relative Location		S	S	E	NE	NE	SW
Rights Conveyed		Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financing		Cash	Cash	Cash	Cash	Seller Note See Comments	Cash
Conditions of Sale	Arm's Length	Arm's Length	Arm's Length	Arm's Length	Arm's Length	Arm's Length	Arm's Length
Adjusted Price (\$/SF)		\$2.07	\$2.62	\$3.00	\$1.79	\$1.70	\$2.38
Market Conditions		See Comments +15%	+5%	+15%	+14%	+7%	+6%
Adjusted Price (\$/SF)		\$2.38	\$2.75	\$3.45	\$2.04	\$1.82	\$2.52
Physical Characteristics							
Location	City of Ovilla Midlothian ISD			Superior -5%			
Access	See Comments	Superior -10%				Superior -10%	
Zoning	CR	Inferior +1%	Inferior +1%				
Size	2.777 acres or 120,984 SF	168,969 SF +5%	43,562 SF -15%	64,904 SF -10%	75,794 SF -10%	58,196 SF -10	117,786 SF -0-
Topography/Flood	See Comments	Superior -20%	Superior -10%	Superior -20%	Superior -20%	Superior -5%	Superior -20%
Utilities	All available	Water, no sewer +5%	Water, no sewer +5%				Water, no sewer +5%
Net Adjustments		-19%	-19%	-35%	-30%	-25%	-15%
Indicated Unit Value		\$1.93	\$2.23	\$2.24	\$1.43	\$1.37	\$2.14
Value Indicator/SF							\$2.00

*Due to the minor impact of the acquisition, the adjustments discussed in the valuation of the whole property apply to the valuation of the remainder.*

#### Remainder Property Land Value

Total Remainder Land Value: 120,984 SF @ \$2.00/SF = \$241,968

Estimated Remainder Land Value by Sales Comparison Approach .....\$241,968

## EXPLANATION OF DAMAGES

After the acquisition, the remainder tract will be a 2.777 acre, or 120,984 SF, tract of land that continues to be improved with a public park facility, with its remaining supporting structures and site improvements not impacted by the acquisition.

With a new double throat driveway, access to the property is unchanged by the acquisition and its physical characteristics, including its shape and overall size, are not adversely impacted.

Based on our analysis, the acquisition does not materially impact the remainder property. Its overall utility, highest and best use as if vacant and use as improved are unchanged, therefore, market data does not support damages to the remainder.

### Cost to Cure

There are no costs to cure.

### COMPENSATION SUMMARY

#### WHOLE PROPERTY:

The market value of the whole property is ..... \$253,236

#### PART TO BE ACQUIRED:

Considered as severed land, the fee simple title to the part being acquired for highway purposes (less oil, gas and sulphur and subject to existing easements, if any, which are not to be extinguished) is ..... \$ 11,268

#### REMAINING PROPERTY:

The value of the remainder immediately before the acquisition is ..... \$241,968

Considering the uses to which the part taken is to be subjected to, the market value of the remainder immediately after the acquisition is ..... \$241,968

NET DAMAGES OR ENHANCEMENTS, if any ..... \$ 0

COST TO CURE ..... \$ 0

#### ACCESS:

The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of ..... \$ 0

**TOTAL COMPENSATION** ..... **\$ 11,268**

## **ADDENDA**

## GENERAL ASSUMPTIONS & LIMITING CONDITIONS

---

This appraisal and report have been prepared under the following general assumptions and limiting conditions:

Information furnished by others is assumed to be true, factually correct, and reliable. No responsibility for its accuracy is assumed by the appraiser. Should there be any material error in the information provided to the appraiser, the results of this report are subject to review and revision.

All mortgages, liens and encumbrances have been disregarded unless so specified within this report. The subject property is analyzed as though under responsible ownership and competent management. It is assumed in this analysis that there were no hidden or unapparent conditions of the property, subsoil, or structures, including hazardous waste conditions, which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them. No responsibility is assumed for legal matters existing or pending, nor is opinion rendered as to title, which is assumed to be good.

The appraiser assumes that no hazardous wastes or mold contamination exists on or in the subject property unless otherwise stated in this report. The existence of hazardous material, which may or may not be present on the property was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the subject property. The appraiser however, is not qualified to detect such substances or detrimental environmental conditions. The value estimate rendered in this report is predicated upon the assumption that there is no such material on or affecting the property which would cause a diminution in value. No responsibility is assumed by the appraiser for any such conditions, or for any expertise or environmental engineering knowledge required to discover same. The client is urged to retain an expert in this field if so desired.

It is assumed that there is full compliance with all applicable federal, state, and local land use laws and environmental regulations and unless non-compliance is noted, described, and considered herein.

The Americans with Disabilities Act (ADA) became effective January 26, 1992. The appraiser has not made a specific compliance survey and/or analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more elements of the ADA. If so, this fact could have a negative effect upon the value of the property. Since the appraiser has no direct evidence relating to this issue, the appraiser did not consider possible noncompliance with the requirements of the ADA in estimating the value of the subject property.

It is assumed that all required licenses, consents or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

Possession of this report, or a copy thereof, does not carry with it the right of publication.

Unless prior arrangements have been made, the appraiser, by reason of this report, is not required to give further consultation or testimony, or to be in attendance in court with reference to the property that is the subject of this report.

The appraiser has made no legal survey nor has he/she commissioned one to be prepared. Therefore, reference to a sketch, plat, diagram or previous survey appearing in the report is only for the purpose of assisting the reader to visualize the property.

Unless otherwise noted, this appraisal has not given any specific consideration to the contributory or separate value of any mineral, water or timber rights associated with the subject real estate.

Disclosure of the contents of this report is governed by the Bylaws and Regulations of the Appraisal Institute.

No responsibility is assumed for matters legal in character or nature. No opinion is rendered as to title, which is assumed to be good and marketable. All existing liens, encumbrances and assessments have been disregarded, unless otherwise noted.

## GENERAL ASSUMPTIONS & LIMITING CONDITIONS

---

The signatory of this appraisal is a fully qualified commercial appraiser who has been involved in the valuation and/or review of many similar properties. This education and experience in valuing similar properties satisfies the competency provision of USPAP. The qualifications of the appraiser are attached to this report.

This appraisal has been made subject to current market terms of financing.

This appraisal was prepared by the appraiser named herein for the exclusive use of the client named herein. The information and opinions contained in this appraisal set forth the appraiser's best judgment in light of the information available at the time of the preparation of this report. Any use of this appraisal by any other person or entity, or any reliance or decisions based on this appraisal are the sole responsibility and at the sole risk of the third party. The appraiser accepts no responsibility for damages suffered by any third party as a result of reliance on or decisions made or actions taken based on this report.

If the cost approach to value was developed and presented in this appraisal report, it has been done so only as a measure of additional support for the final opinion of the defined value herein. Use of the cost approach data and/or analysis in whole or part for any other purpose is not intended by the appraiser. Nothing set forth in the appraisal should be relied upon for the purpose of determining the amount or type of insurance coverage to be placed on the subject property. The appraiser assumes no liability for and does not guarantee that any insurable value estimate inferred from this report will result in the subject property being fully insured for any loss that may be sustained. Further, the cost approach may not be reliable indication of replacement or reproduction costs for any date other than the effective date of this appraisal due to changing costs of labor and materials and due to changing building costs and governmental regulations and requirements.

All engineering is assumed to be correct. No responsibility is assumed for matters of hydrology, transportation engineering, drainage or project design.

## EXHIBIT "A"

County: Ellis  
Highway: F.M. 664  
R.O.W. CSJ: 1051-01-057  
CCSJ: 1051-01-052

Page | 1 of 3  
February 2, 2021

## Parcel P00054255

Being a 0.133-acre (5,776 square foot) tract of land situated in Ellis County, Texas, in the James McNamara Survey, Abstract No. 693, being part of a tract of land conveyed to the City of Ovilla, recorded in Volume 1228, Page 363, Official Public Records, Ellis County, Texas, (O.P.R.E.C.T.) and being more particularly described by metes and bounds as follows:

**COMMENCING** at a found 1/2-inch iron rod along the West line of said City of Ovilla tract and the Southeast corner of a tract of land conveyed to ST Enterprises, LLC, recorded in Volume 2463, Page 1102, O.P.R.E.C.T.;

**THENCE** North 18 Degrees 14 Minutes 03 Seconds East, along the West line of said City of Ovilla tract and the East line of said ST Enterprises tract, a distance of 130.49 feet to a set 5/8-inch iron rod with plastic cap stamped "TxDOT Survey Marker, Right of Way Monument" on the Proposed West Right-of-Way line of F.M. 664 at Station 476+26.82, 229.91 feet Left and the **POINT OF BEGINNING** (N 6,878,814.90, E 2,465,827.71);

- 1) **THENCE** North 18 Degrees 14 Minutes 03 Seconds East, along the West line of said City of Ovilla tract and the East line of said ST Enterprises tract, a distance of 8.43 feet to a point;
- 2) **THENCE** North 18 Degrees 12 Minutes 17 Seconds East, along the West line of said City of Ovilla tract and the East line of said ST Enterprises tract, a distance of 30.00 feet to a found RR Spike in the centerline of Main Street, no recording information found, and the Northwest corner of said City of Ovilla tract;
- 3) **THENCE** South 72 Degrees 30 Minutes 04 Seconds East, along the North line of said City of Ovilla tract and the Existing center line of Main Street, a distance of 157.85 feet to a point at the Northeast corner of said City of Ovilla tract and Northwest corner of a tract of land conveyed to Ovilla Community Center, recorded in Volume 395, Page 267 and Volume 32, Page 335, Deed Records, Ellis County, Texas;
- 4) **THENCE** South 13 Degrees 34 Minutes 37 Seconds West, along the East line of said City of Ovilla tract and the West line of a said Ovilla Community Center, a distance of 38.69 feet to a set 5/8-inch iron rod with plastic cap stamped "TxDOT Survey Marker, Right of Way Monument" on the Proposed West Right-of-Way line of F.M. 664 at Station 475+81.50, 78.32 feet Left at the beginning of a curve to the Left;
- 5) **THENCE** along the Proposed West Right-of-Way line of F.M. 664 and said curve having a radius of 462.00 feet, a delta angle of 9 Degrees 45 Minutes 46 Seconds, an arc length of 78.63 feet, whose chord bears North 69 Degrees 56 Minutes 30 Seconds West, a distance of 78.63 feet to a set 5/8-inch iron rod with plastic cap stamped "TxDOT Survey Marker, Right of Way Monument" at Station 476+08.17, 150.75 feet Left;
- 6) **THENCE** North 74 Degrees 49 Minutes 24 Seconds West, along the Proposed West Right-of-Way line of F.M. 664, a distance of 82.49 feet to the **POINT OF BEGINNING**, containing 0.133 acres (5,776 feet) of land.

EXHIBIT "A"

County: Ellis  
Highway: F.M. 664  
R.O.W. CSJ: 1051-01-057  
CCSJ: 1051-01-052

Page | 2 of 3  
February 2, 2021

Basis of Bearing is the Texas State Plane Coordinate System, North Central Zone (4202), NAD 83, (2011) Epoch 2010. All distances and coordinates shown hereon are surface values displayed in US Survey Feet. A Surface Adjustment Factor of 1.000072449 was used to scale grid coordinates and distances to surface.

Note: This legal description is accompanied by a survey plat of even date.

\*\* The monument described, and set may be replaced with the State's Type II right-of-way marker upon the completion of the construction project, under the supervision of a RPLS, either employed or retained by the State.

That I, Timothy A. Frost, a Registered Professional Land Surveyor, hereby certify that this legal description hereon and accompanying plat of even date represent an actual survey made on the ground under my supervision.

 2/10/2021

Timothy A. Frost  
Texas Registered Professional Land Surveyor #5316  
Teague, Nall & Perkins  
5237 N. Riverside Drive, Suite 100  
Fort Worth, TX 76137  
TBPELS Firm Number 10011600



# FIELD NOTES



INSPECTION REQUEST LETTER



COMMERCIAL  
APPRAISAL  
ASSOCIATES

Real Estate Valuation & Litigation Support  
3021 Ridge Road, Suite 127  
Rockwall, Texas 75032  
Office 972-772-9442

October 4, 2021

City of Ovilla  
105 Cockrell Hill Rd. Suite 2  
Ovilla, TX 75154

Re: Appraisal of your property for the FM 664 Ovilla Road Improvement Project.

Dear Property Owner,

In connection with the FM 664 Ovilla Road Improvement Project, our firm has been retained by the Texas Department of Transportation to perform a real estate appraisal of a proposed partial acquisition involving your property.

We would like to meet with you to inspect the property and discuss the appraisal process. Please contact me at 972-772-9442 to arrange for a convenient time to meet at the property. You can also contact me via email or (christi@caavaluation.com).

Enclosed are the parcel survey and field notes pertaining to the proposed acquisition. Should you have questions, please feel free to contact me at any time.

Sincerely,

COMMERCIAL APPRAISAL ASSOCIATES

A handwritten signature in blue ink that reads "Christi Glendinning".

Christi Glendinning, MAI

## CERTIFIED MAIL RECEIPT

## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**City of Ovilla**  
**105 Cockrell Hill Rd. Suite 2**  
**Ovilla, TX 75154**



9590 9402 6465 0346 2096 27

7019 2970 0000 7802 4794

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X. *Stevenson*
 Agent  
 Addressee

B. Received by (Printed Name)

*Stevenson*

C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

664-54255

## 3. Service Type

<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Collect on Delivery Restricted Delivery (all)	
<input type="checkbox"/> Full Restricted Delivery	

PS Form 3811, July 2020 P&amp;N 7530-02-000-0053

Domestic Return Receipt

U.S. Postal Service® CERTIFIED MAIL® RECEIPT															
Domestic Mail Only															
For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a> .															
Red Oak TX 75154															
<b>OFFICIAL USE</b>															
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">Send To</td> <td style="width: 90%;">City of Ovilla</td> </tr> <tr> <td colspan="2"><small>Street and Apt. No., or Box No., Room, Zip Code</small></td> </tr> <tr> <td colspan="2" style="text-align: center;">105 Cockrell Hill Rd. Suite 2</td> </tr> <tr> <td colspan="2" style="text-align: center;">Ovilla, TX 75154</td> </tr> </table>		Send To	City of Ovilla	<small>Street and Apt. No., or Box No., Room, Zip Code</small>		105 Cockrell Hill Rd. Suite 2		Ovilla, TX 75154							
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105 Cockrell Hill Rd. Suite 2															
Ovilla, TX 75154															
PS Form 3800, April 2019 P&N 7530-02-000-9947 See Reverse for Instructions															

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

- a. **Visible and apparent easements not appearing of record.**
- b. **Rights of tenants in possession under the terms of any unrecorded leases, subleases and/or rental agreements.**
- c. **Rights of parties in possession.**

## APPRAISER'S CERTIFICATE

---

The undersigned do hereby certify that, except as otherwise noted in this appraisal report:

I have no present or prospective interest in the property that is the subject of this report. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment. My engagement in this assignment was not contingent upon developing or reporting predetermined results. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

To the best of my knowledge and belief, the statements of fact contained in this appraisal report, upon which analyses, opinions and conclusions expressed herein are based, are true and correct.

This appraisal report sets forth all of the assumptions and limiting conditions (imposed by the terms of my assignment or by the undersigned) affecting the analyses, opinions, and conclusions contained in this report. These are my personal, impartial, unbiased professional analyses, opinions, and conclusions.

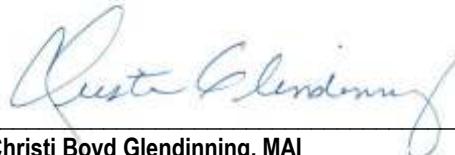
This appraisal report has been made in conformity with the Uniform Standards of Professional Appraisal Practice. I certify that, to the best of my knowledge and belief, the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

The Texas Appraiser Licensing and Certification Board requires a program of continuing education for its licensed and authorized appraisers. As of the date of this report, Christi Glendinning and A.W. Glendinning have completed the requirements of the continuing education program of the State of Texas.

Christi Boyd Glendinning and A.W. Glendinning have made a personal inspection of the property that is the subject of this report. Scott Boyd provided market research and assisted with field inspections of comparable sales data.

We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the acceptance of this assignment.

### COMMERCIAL APPRAISAL ASSOCIATES



**Christi Boyd Glendinning, MAI**  
Texas Certified General Real Estate Appraiser  
#TX-1321645-G

## QUALIFICATIONS OF CHRISTI BOYD GLENDINNING, MAI

### Professional Summary

Christi Boyd Glendinning is the principal of Commercial Appraisal Associates, a real estate valuation and advisory firm she founded in 1992. Christi is a Certified General Appraiser in the State of Texas and a MAI designated member of the Appraisal Institute with over 30 years' experience in commercial real estate. Her clients include financial institutions, corporations, government agencies, municipalities, attorneys and property owners.



Christi's current focus is in appraisals for transportation, utilities and other infrastructure projects. She has experience in surface, aerial, subsurface and aviation easement valuations, partial acquisition, whole property acquisition, review, surplus properties, market studies, damage analysis and litigation support.

Christi has appraised properties throughout Texas, Virginia, Maryland, Massachusetts, California and the District of Columbia and has provided appraisal review services nationwide.

Properties appraised include virtually all types of real estate ranging from multi-million-dollar retail centers to agricultural land. In the course of her practice, she has also had the opportunity to value many unique properties such as schools, courthouses, health clubs, airport facilities, historical buildings, plant nurseries/growing operations, quarries, marinas and wetlands.

Christi has testified as an expert witness in Special Commissioners hearings as well as before Appraisal District Appraisal Review Boards, in County Courts of Law and in Federal Bankruptcy Court.

### Highlighted Qualifications

BBA Real Estate, 1985, University of Texas at Arlington

MAI Designation (#9505), 1992, Appraisal Institute

R/W-AC Appraisal Certification, 2011, International Right of Way Association

State of Texas Certified General Appraiser (#1321645), through 12/21

### Continuing Education

#### Appraisal Institute

Full course curriculum for the MAI designation

Uniform Standards for Federal Land Acquisition (Yellow Book Course)

Fundamentals of Separating Real Property, Personal Property and Intangible Business Assets

Small Hotel/Motel Valuation

#### International Right of Way Association & Others

Principles of Land Acquisition

Eminent Domain Law Basics for Right of Way Professionals

Ethics and the Right of Way Profession

Principles of Real Estate Negotiation

Right of Way Engineering

Conflict Management

The Uniform Act Executive Summary

Advanced Residential Relocation Assistance

Mobile Home Relocation

Business Relocation

Valuation of Partial Acquisition

United States Land Titles

Easement Valuation

Expert Witness Basics

### Professional Affiliations

**Appraisal Institute**, North Texas Chapter - Regional Representative 2011-12, Central Texas Chapter Board of Directors 2019-2020

**Tarrant County Bar Association**, Associate Member 2011-Present, Membership Committee 2012-2013

**Texas Public Works Association**, Associate Member 2011-Present

**International Right-of-Way Association**, Chapter 36 Education Committee, 2013-2015, Programs Committee Co-Chair 2019-Present

**Leadership Southwest Alumni**, 1996 Graduate

**National Association of Realtors, Texas Association of Realtors, Austin, Metrotex (Dallas), Houston, Longview, Texarkana, Lubbock, Tyler and Williamson County Area Associations of Realtors**

### Previous Real Estate Experience

1988-1991	Senior Appraiser with Porcher, Bond, Wilk & Allison – Dallas, TX
1986-1988	Real Estate Analyst with Hagood Miller, Inc. – Arlington, TX
1985-1986	Industrial Associate with Henry S. Miller Co. – Dallas, TX



THE STATE OF TEXAS

# LANDOWNER'S BILL OF RIGHTS

This Landowner's Bill of Rights applies to any attempt to condemn your property. The contents of this Bill of Rights are set out by the Texas Legislature in Texas Government Code section 402.031 and chapter 21 of the Texas Property Code. Any entity exercising eminent domain authority must provide a copy of this Bill of Rights to you.

1. You are entitled to receive adequate compensation if your property is condemned.
2. Your property can only be condemned for a public use.
3. Your property can only be condemned by a governmental entity or private entity authorized by law to do so.
4. The entity that wants to acquire your property must notify you that it intends to condemn your property.
5. The entity proposing to acquire your property must provide you with a written appraisal from a certified appraiser detailing the adequate compensation you are owed for your property.
6. If you believe that a registered easement or right-of-way agent acting on behalf of the entity that wants to acquire your property has engaged in misconduct, you may file a written complaint with the Texas Real Estate Commission (TREC) under section 1101.205 of the Texas Occupations Code. The complaint should be signed and may include any supporting evidence.
7. The condemning entity must make a bona fide offer to buy the property before it files a lawsuit to condemn the property—meaning the condemning entity must make a good faith offer that conforms with chapter 21 of the Texas Property Code.
8. You may hire an appraiser or other professional to determine the value of your property or to assist you in any condemnation proceeding.
9. You may hire an attorney to negotiate with the condemning entity and to represent you in any legal proceedings involving the condemnation.
10. Before your property is condemned, you are entitled to a hearing before a court-appointed panel of three special commissioners. The special commissioners must determine the amount of compensation the condemning entity owes for condemning your property. The commissioners must also determine what compensation, if any, you are entitled to receive for any reduction in value of your remaining property.
11. If you are unsatisfied with the compensation awarded by the special commissioners, or if you question whether the condemnation of your property was proper, you have the right to a trial by a judge or jury. You may also appeal the trial court's judgment if you are unsatisfied with the result.



PREPARED BY THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS • JANUARY 2022



# CONDEMNATION PROCEDURE

Eminent domain is the legal authority certain governmental and private entities have to condemn private property for public use in exchange for adequate compensation. Only entities authorized by law to do so may condemn private property. Private property can include land and certain improvements that are on that property.

## WHO CAN I HIRE TO HELP ME?

You can hire an appraiser or real estate professional to help you determine the value of your property as well as an attorney to negotiate with a condemning entity or to represent you during condemnation proceedings.

## WHAT QUALIFIES AS A PUBLIC PURPOSE OR USE?

Your property may be condemned only for a purpose or use that serves the general public. This could include building or expanding roadways, public utilities, parks, universities, and other infrastructure serving the public. Texas law does not allow condemning authorities to exercise eminent domain for tax revenue or economic development.

## WHAT IS ADEQUATE COMPENSATION?

Adequate compensation typically means the market value of the property being condemned. It could also include certain damages if your remaining property's market value is diminished by the condemnation or the public purpose for which it is being condemned.

## OTHER THAN ADEQUATE COMPENSATION, WHAT OTHER COMPENSATION COULD I BE OWED?

If you are displaced from your residence or place of business, you may be entitled to reimbursement for reasonable expenses incurred while moving to a new site. However, reimbursement costs may not be available if those expenses are recoverable under another law. Also, reimbursement costs are capped at the market value of the property.

## WHAT DOES A CONDEMNOR HAVE TO DO BEFORE CONDEMNING MY PROPERTY?

- ◆ Provide you a copy of this Landowner's Bill of Rights before, or at the same time as, the entity first represents that it possesses eminent domain authority. It is also required to send this Landowner's Bill of Rights to the last known

address of the person listed as the property owner on the most recent tax roll at least seven days before making its final offer to acquire the property.

- If the condemnor seeks to condemn a right-of-way easement for a pipeline or electric transmission line and is a private entity, the condemnor must also provide you a copy of the Landowner's Bill of Right's addendum.
- The addendum describes the standard terms required in an instrument conveying property rights (such as a deed transferring title or an easement spelling out the easement rights) and what terms you can negotiate.
- ◆ Make a bona fide offer to purchase the property. This process is described more fully in chapter 21 of the Texas Property Code. A "bona fide offer" involves both an initial written offer as well as a final written offer.
  - The initial written offer must include:
    - » a copy of the Landowner's Bill of Rights and addendum (if applicable);
    - » either a large-font, bold-print statement saying whether the offered compensation includes damages to the remainder of your remaining property or a formal appraisal of the property that identifies any damages to the remaining property (if any);
    - » the conveyance instrument (such as an easement or deed); and
    - » the name and telephone number of an employee, affiliate, or legal representative of the condemning entity.
  - The final written offer must be made at least 30 days after the initial written offer and must include, if not previously provided:
    - » compensation equal to or more than the amount listed in a written, certified appraisal that is provided to you;
    - » copies of the conveyance instrument; and
    - » the Landowner's Bill of Rights.
  - ◆ Disclose any appraisal reports. When making its initial offer, the condemning entity must share its appraisal reports that relate to the property from the past 10 years. You have the right to discuss the offer with others and to either accept or reject the offer made by the condemning entity.

## WHAT IF I DO NOT ACCEPT AN OFFER BY THE CONDEMNING AUTHORITY?

The condemnor must give you at least 14 days to consider the final offer before filing a lawsuit to condemn your property, which begins the legal condemnation process.

## HOW DOES THE LEGAL CONDEMNATION PROCESS START?

The condemnor can start the legal condemnation process by filing a lawsuit to acquire your property in the appropriate court of the county where the property is located. When filing the petition, the condemnor must send you a copy of the petition

by certified mail, return receipt requested, and first class mail. It must also send a copy to your attorney if you are represented by counsel.

## WHAT DOES THE CONDEMNOR HAVE TO INCLUDE IN THE LAWSUIT FILED WITH THE COURT?

The lawsuit must describe the property being condemned and state the following: the public use; your name; that you and the condemning entity were unable to agree on the value of the property; that the condemning entity gave you the Landowner's Bill of Rights; and that the condemning entity made a bona fide offer to voluntarily purchase the property from you.

## SPECIAL COMMISSIONERS' HEARING AND AWARD

No later than 30 days after the condemning entity files a condemnation lawsuit in court, the judge will appoint three local landowners to serve as special commissioners and two alternates. The judge will promptly give the condemnor a signed order appointing the special commissioners and the condemnor must give you, your lawyer, and other parties a copy of the order by certified mail, return receipt requested. The special commissioners will then schedule a condemnation hearing at the earliest practical time and place and to give you written notice of the hearing.



monetary compensation for the value of the property condemned and the value of any damages to the remaining property. They do not decide whether the condemnation is necessary or if the public use is proper. Further, the special commissioners do not have the power to alter the terms of an easement, reduce the size of the land acquired, or say what access will be allowed to the property during or after the condemnation. The special commissioners also cannot determine who should receive what portion of the compensation they award. Essentially, the special commissioners are empowered only to say how much money the condemnor should pay for the land or rights being acquired.

## WHO CAN BE A SPECIAL COMMISSIONER?

Special commissioners must be landowners and residents in the county where the condemnation proceeding is filed, and they must take an oath to assess the amount of adequate compensation fairly, impartially, and according to the law.

## WHAT IF I WANT TO OBJECT TO A SPECIAL COMMISSIONER?

The judge must provide to the parties the names and contact information of the special commissioners and alternates. Each party will have up to 10 days after the date of the order appointing the special commissioners or 20 days after the date the petition was filed, whichever is later, to strike one of the three special commissioners. If a commissioner is struck, an alternate will serve as a replacement. Another party may strike a special commissioner from the resulting panel within three days after the date the initial strike was filed or the date of the initial strike deadline, whichever is later.

## WHAT DO THE SPECIAL COMMISSIONERS DO?

The special commissioners' job is to decide what amount of money is adequate to compensate you for your property. The special commissioners will hold a hearing where you and other interested parties may introduce evidence. Then the special commissioners will determine the amount of money that is adequate compensation and file their written decision, known as an "Award," in the court with notice to all parties. Once the Award is filed, the condemning entity may take possession and start using the property being condemned, even if one or more parties object to the Award of the special commissioners.

## ARE THERE LIMITATIONS ON WHAT THE SPECIAL COMMISSIONERS CAN DO?

Yes. The special commissioners are tasked only with determining

## WHAT WILL HAPPEN AT THE SPECIAL COMMISSIONERS' HEARING?

The special commissioners will consider any evidence (such as appraisal reports and witness testimony) on the value of your condemned property, the damages or value added to remaining property that is not being condemned, and the condemning entity's proposed use of the property.

## WHAT ARE MY RIGHTS AT THE SPECIAL COMMISSIONERS' HEARING?

You have the right to appear or not appear at the hearing. If you do appear, you can question witnesses or offer your own evidence on the value of the property. The condemning entity must give you all existing appraisal reports regarding your property used to determine an opinion of value at least three days before the hearing. If you intend to use appraisal reports to support your claim about adequate compensation, you must provide them to the condemning entity 10 days after you receive them or three business days before the hearing, whichever is earlier.

## DO I HAVE TO PAY FOR THE SPECIAL COMMISSIONERS' HEARING?

If the special commissioners' award is less than or equal to the amount the condemning entity offered to pay before the proceedings began, then you may be financially responsible for the cost of the condemnation proceedings. But, if the award is more than the condemning entity offered to pay before the proceedings began, then the condemning entity will be responsible for the costs.

## WHAT DOES THE CONDEMNOR NEED TO DO TO TAKE POSSESSION OF THE PROPERTY?

Once the condemning entity either pays the amount of the award to you or deposits it into the court's registry, the entity may take possession of the property and put the property to public use. Non-governmental condemning authorities may also be required to post bonds in addition to the award amount. You have the right to withdraw funds that are deposited into the registry of the court, but when you withdraw the money, you can no longer challenge whether the eminent domain action is valid—only whether the amount of compensation is adequate.

## OBJECTING TO THE SPECIAL COMMISSIONERS' AWARD

If you, the condemning entity, or any other party is unsatisfied with the amount of the award, that party can formally object. The objection must be filed in writing with the court and is due by the first Monday following the 20th day after the clerk gives notice that the commissioners have filed their award with the court. If no party timely objects to the special commissioners' award, the court will adopt the award amount as the final compensation due and issue a final judgment in absence of objection.

## WHAT HAPPENS AFTER I OBJECT TO THE SPECIAL COMMISSIONERS' AWARD?

If a party timely objects, the court will hear the case just like other civil lawsuits. Any party who objects to the award has the

right to a trial and can elect whether to have the case decided by a judge or jury.

## WHO PAYS FOR TRIAL?

If the verdict amount at trial is greater than the amount of the special commissioners' award, the condemnor may be ordered to pay costs. If the verdict at trial is equal to or less than the amount the condemnor originally offered, you may be ordered to pay costs.

## IS THE TRIAL VERDICT THE FINAL DECISION?

Not necessarily. After trial any party may appeal the judgment entered by the court.



## DISMISSAL OF THE CONDEMNATION ACTION

A condemnation action may be dismissed by either the condemning authority itself or on a motion by the landowner.

### WHAT HAPPENS IF THE CONDEMNING AUTHORITY NO LONGER WANTS TO CONDEMN MY PROPERTY?

If a condemning entity decides it no longer needs your condemned property, it can file a motion to dismiss the condemnation proceeding. If the court grants the motion to dismiss, the case is over, and you can recover reasonable and necessary fees for attorneys, appraisers, photographers, and for other expenses up to that date.

### WHAT IF I DO NOT THINK THE CONDEMNING ENTITY HAS THE RIGHT TO CONDEMN MY PROPERTY?

You can challenge the right to condemn your property by filing a motion to dismiss the condemnation proceeding. For example, a landowner could challenge the condemning entity's claim that it seeks to condemn the property for a public use. If

the court grants the landowner's motion, the court may award the landowner reasonable and necessary fees and expenses incurred to that date.

### CAN I GET MY PROPERTY BACK IF IT IS CONDEMNED BUT NEVER PUT TO A PUBLIC USE?

You may have the right to repurchase your property if your property is acquired through eminent domain and:

- ◆ the public use for which the property was acquired is canceled before that property is put to that use,
- ◆ no actual progress is made toward the public use within 10 years, or
- ◆ the property becomes unnecessary for public use within 10 years.

The repurchase price is the price you were paid at the time of the condemnation.

## ADDITIONAL RESOURCES AND ADDENDA

For more information about the procedures, timelines, and requirements outlined in this document, see chapter 21 of the Texas Property Code. An addenda discussing the terms required for an instrument of conveyance under Property Code section 21.0114(c), and the conveyance terms that a property owner may negotiate under Property Code section 21.0114(d), is attached to this statement.

The information in this statement is intended to be a summary of the applicable portions of Texas state law as required by HB 1495, enacted by the 80th Texas Legislature, Regular Session, and HB 2730, enacted by the 87th Texas Legislature, Regular Session. This statement is not legal advice and is not a substitute for legal counsel.

# THE STATE OF TEXAS LANDOWNER'S BILL OF RIGHTS

## ADDENDUM A:

### Required Terms for an Instrument Conveying a Pipeline Right-of-Way Easement or an Easement Related to Pipeline Appurtenances<sup>1</sup>

(1) The maximum number of pipelines that may be installed in the right-of-way acquired through this instrument is \_\_\_\_.

(2) The types of pipeline appurtenances that are authorized to be installed under this instrument for pipeline-related appurtenances, such as pipes, valves, compressors, pumps, meters, pigging stations, dehydration facilities, electric facilities, communication facilities, and any other appurtenances that may be necessary or desirable in connection with a pipeline, are described as follows: \_\_\_\_.

(3) The maximum diameter, excluding any protective coating or wrapping, of each pipeline to be initially installed under this instrument for a pipeline right-of-way is \_\_\_\_.

(4) For each pipeline to be installed under this instrument, the type or category of substances permitted to be transported through each pipeline is \_\_\_\_.

(5) Any aboveground equipment or facility that Grantee<sup>2</sup> intends to install, maintain, or operate under this instrument on the surface of the pipeline easement is described as follows: \_\_\_\_.

(6) A description or illustration of the location of the easement, including a metes and bounds or centerline description, plat, or aerial or other map-based depiction of the location of the easement on the property, is attached as Exhibit \_\_\_\_.

(7) The maximum width of the easement under this instrument is \_\_\_\_.

(8) For each pipeline to be installed under this instrument, the minimum depth at which the pipeline will initially be installed is \_\_\_\_.

(9) The entity installing pipeline(s) under this instrument: (check one)

- intends to double-ditch areas of the pipeline easement that are not installed by boring or horizontal directional drilling.
- does not intend to double-ditch areas of the pipeline easement that are not installed by boring or horizontal directional drilling.

(10) Grantee shall provide written notice to Grantor<sup>3</sup>, at the last known address of the person in whose name the property is listed on the most recent tax roll of any taxing unit authorized to levy property taxes against the property, if and when Grantee assigns any interest conveyed under this instrument to another entity, provided that this provision does not require notice by Grantee for assignment to an affiliate or to a successor through merger, consolidation, or other sale or transfer of all or substantially all of its assets and businesses.

(11) The easement rights conveyed by this instrument are: (check one)

- exclusive.
- nonexclusive.

<sup>1</sup> The easement terms listed in this addendum may be amended, altered, or omitted by the agreement of the condemning authority and the landowner, pursuant to Sections 21.0114(d), (e), and (f) of the Texas Property Code.

<sup>2</sup> "Grantee" is the private entity, as defined by Section 21.0114(a) of the Texas Property Code, that is acquiring the pipeline easement.

<sup>3</sup> "Grantor" is the property owner from whom the Grantee is acquiring the pipeline easement.

(12) Grantee may not grant to a third party access to the easement area for a purpose that is not related to one of the following: the construction, safety, repair, maintenance, inspection, replacement, operation, or removal of each pipeline to be installed under this instrument or of pipeline appurtenances to be installed under this instrument.

(13) Grantor: (check one)

- may recover from Grantee actual monetary damages, if any, arising from the construction and installation of each pipeline to be installed under this instrument.
- acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, arising from the construction and installation of each pipeline to be installed under this instrument.

(14) After initial construction and installation of each pipeline installed under this instrument, Grantor: (check one)

- may recover from Grantee actual monetary damages, if any, arising from the repair, maintenance, inspection, replacement, operation, or removal of each pipeline to be installed under this instrument.
- acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, arising from the repair, maintenance, inspection, replacement, operation, or removal of each pipeline to be installed under this instrument.

(15) Grantor: (check one)

- and Grantee agree, with regard to Grantee's removal, cutting, use, repair, and replacement of gates and fences that cross the easement or that will be used by Grantee under this instrument, that Grantee will access and secure the easement acquired under this instrument as follows: \_\_\_\_\_.
- may recover from Grantee payment for monetary damages, if any, caused by Grantee to gates and fences, if any, to the extent that the gates or fences are not restored or paid for as part of the consideration paid for the instrument.
- acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, caused by Grantee to gates and fences.

(16) With regard to restoring the pipeline easement area acquired under this instrument and Grantor's remaining property used by Grantee to as near to original condition as is reasonably practicable and maintaining the easement in a manner consistent with the purposes for which the easement is to be used under this instrument: (check one)

- Grantee will be responsible for the restoration.
- Grantee will reimburse Grantor for monetary damages that arise from damage to the pipeline easement area or the Grantor's remaining property, if any, caused by the Grantee and not restored or paid for as part of the consideration for the instrument.
- acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, caused by Grantee to the pipeline easement area or the Grantor's remaining property.

(17) Grantee's rights of ingress, egress, entry, and access on, to, over, and across Grantor's property under this instrument are described as follows: \_\_\_\_\_.

(18) Grantee may not make use of the property rights acquired by this instrument, other than as provided by this instrument, without the express written consent of Grantor.

(19) The terms of this instrument bind the heirs, successors, and assigns of Grantor and Grantee.

## THE STATE OF TEXAS LANDOWNER'S BILL OF RIGHTS

### ADDENDUM B:

#### Required Terms for an Instrument Conveying an Electric Transmission Line Right-of-Way Easement<sup>4</sup>

(1) The uses of the surface of the property to be encumbered by the electric transmission line right-of-way easement acquired by Grantee<sup>5</sup> under this instrument are generally described as follows: \_\_\_\_\_.

(2) A description or illustration of the location of the electric transmission line right-of-way easement, including a metes and bounds or centerline description, plat, or aerial or other map-based depiction of the location of the easement on the property, is attached as Exhibit \_\_\_\_\_.

(3) The maximum width of the electric transmission line right-of-way easement acquired by this instrument is \_\_\_\_\_.

(4) Grantee will access the electric transmission line right-of-way easement acquired under this instrument in the following manner: \_\_\_\_\_.

(5) Grantee may not grant to a third party access to the electric transmission line right-of-way easement area for a purpose that is not related to the construction, safety, repair, maintenance, inspection, replacement, operation, or removal of the electric and appurtenant facilities installed under this instrument.

(6) Grantor<sup>6</sup>: (check one)

- may recover from Grantee actual monetary damages, if any, arising from the construction, operation, repair, maintenance, inspection, replacement, and future removal of lines and support facilities after initial construction in the easement, if any.
- acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, arising from the construction, operation, repair, maintenance, inspection, replacement, and future removal of lines and support facilities after initial construction in the easement.

(7) Grantor: (check one)

- and Grantee agree, with regard to Grantee's removal, cutting, use, repair, and replacement of gates and fences that cross the easement or that will be used by Grantee under this instrument, that Grantee will access and secure the easement acquired under this instrument as follows: \_\_\_\_\_
- may recover from Grantee payment for monetary damages, if any, caused by Grantee to gates and fences, if any, to the extent that the gates or fences are not restored or paid for as part of the consideration paid for the instrument.
- acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, caused by Grantee to gates and fences.

<sup>4</sup> The easement terms listed in this addendum may be amended, altered, or omitted by the agreement of the condemning authority and the landowner, pursuant to Sections 21.0114(d), (e), and (f) of the Texas Property Code.

<sup>5</sup> "Grantee" is the private entity, as defined by Section 21.0114(a) of the Texas Property Code, that is acquiring the electric transmission line right-of-way easement.

<sup>6</sup> "Grantor" is the property owner from whom the Grantee is acquiring the electric transmission line right-of-way easement.

(8) Grantee shall restore the easement area and Grantor's remaining property to their original contours and grades, to the extent reasonably practicable, unless Grantee's safety or operational needs and the electric facilities located on the easement would be impaired. With regard to restoring the electric transmission line right-of-way easement area acquired under this instrument and Grantor's remaining property used by Grantee to as near to original condition as is reasonably practicable following future damages, if any, directly attributed to Grantee's use of the easement: (check one)

- Grantee will be responsible for the restoration, unless the safety or operational needs of Grantee and the electric facilities would be impaired.
- Grantor acknowledges that the consideration paid for the easement acquired under this instrument includes future damages, if any, caused by Grantee to the easement area or the Grantor's remaining property.

(9) The easement rights acquired under this instrument are: (check one)

- exclusive.
- nonexclusive.
- otherwise limited under the terms of the instrument as follows: \_\_\_\_\_.

(10) Grantee may not assign Grantee's interest in the property rights acquired under this instrument to an assignee that will not operate as a utility subject to the jurisdiction of the Public Utility Commission of Texas or the Federal Energy Regulatory Commission without written notice to Grantor at the last known address of the person in whose name the property is listed on the most recent tax roll of any taxing unit authorized to levy property taxes against the property.

(11) Grantee may not make use of the property rights acquired by this instrument, other than as provided by this instrument, without the express written consent of Grantor.

(12) The terms of this instrument bind the heirs, successors, and assigns of Grantor and Grantee.

## THE STATE OF TEXAS LANDOWNER'S BILL OF RIGHTS

### ADDENDUM C:

#### Optional Terms for an Instrument Conveying a Pipeline Right-of-Way Easement, an Easement Related to Pipeline Appurtenances, or an Electric Transmission Line Right-of-Way Easement<sup>7</sup>

(1) With regard to the specific vegetation described as follows: \_\_\_\_\_, Grantor<sup>8</sup>: (check one):

- may recover from Grantee<sup>9</sup> payment for monetary damages, if any, caused by Grantee to the vegetation.
- Grantor acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, caused by Grantee to the vegetation.

(2) With regard to income loss from disruption of existing agricultural production or existing leases based on verifiable loss or lease payments caused by Grantee's use of the easement acquired under this instrument, Grantor: (check one)

- may recover from Grantee payment for monetary damages, if any, caused by Grantee to Grantor's income.
- Grantor acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, caused by Grantee to Grantor's income.

(3) Grantee shall maintain commercial liability insurance or self-insurance at all times, including during Grantee's construction and operations on the easement, while Grantee uses the easement acquired under this instrument. The insurance must insure Grantor against liability for personal injuries and property damage sustained by any person to the extent caused by the negligence of Grantee or Grantee's agents or contractors and to the extent allowed by law. If Grantee maintains commercial liability insurance, it must be issued by an insurer authorized to issue liability insurance in the State of Texas.

(4) If Grantee is subject to the electric transmission cost-of-service rate jurisdiction of the Public Utility Commission of Texas or has a net worth of at least \$25 million, Grantee shall maintain commercial liability insurance or self-insurance at levels approved by the Public Utility Commission of Texas in the entity's most recent transmission cost-of-service base rate proceeding.

<sup>7</sup> Pursuant to Section 21.0114(d) of the Texas Property Code, in addition to the terms set forth in Addenda A and B, a property owner may negotiate for the inclusion of the terms in this Addendum in any instrument conveying an easement to a private entity, as defined by Section 21.0114(a) of the Texas Property Code. The easement terms listed in this addendum may be amended, altered, or omitted by the agreement of the condemning authority and the land-owner, pursuant to Sections 21.0114(d), (e), and (f) of the Texas Property Code.

<sup>8</sup> "Grantor" is the property owner from whom the Grantee is acquiring the pipeline or electric transmission line right-of-way easement.

<sup>9</sup> "Grantee" is the private entity, as defined by Section 21.0114(a) of the Texas Property Code, that is acquiring the easement.

STATE  
PURCHASE  
OF  
RIGHT OF WAY



Right of Way Division

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## INTRODUCTION

The Texas Department of Transportation is the organization that is responsible to you and millions of other Texans for planning, building and maintaining the state highway system and certain other public transportation facilities. In order to carry out these responsibilities, it is sometimes necessary for us to acquire right of way on new or existing locations. Since at least a portion of your property is required for right of way to improve the public transportation system in your community, we are providing you with this booklet to explain briefly your rights as a citizen as well as the procedure which will be followed in purchasing your property and to answer some of the questions that you probably have.

All of your questions regarding right of way matters will not likely be answered in this booklet, but perhaps the answers to a few of them will enable you to have a better understanding of the overall process. This booklet is offered for general information purposes only; it is not a document of law, rule or regulation. You will have an opportunity at a later date to discuss your individual case with a representative of our department and to ask any questions you may have. On the last page of this booklet you will find the name, telephone number and address of our representative.

This booklet applies only to those rights of way that are acquired for the state of Texas directly by the Texas Department of Transportation. Cities and counties also acquire rights of way for transportation projects.

## **PUBLIC NEED FOR PRIVATE PROPERTY**

Perhaps the first questions that should be answered is "Why does the government have the right to acquire private property?" Our successful existence in a democracy requires the development of public services to improve our way of life. We would be handicapped greatly without lands upon which to carry out the activities of government. For example, there would be no lands for public schools, highways, public hospitals or other facilities necessary to our society. In short, a government cannot provide services to its citizens without the right to acquire land.

## **WHY YOUR PROPERTY IS NEEDED**

More particularly, of course, you are concerned about the reasons why your property is needed. You may have attended a meeting or public hearing where the need and methods of project development were discussed. If so, you are already aware that the department uses a systematic approach to assess engineering conditions, beneficial and adverse social, economic, environmental and other effects of any project that is proposed. Projects are not selected arbitrarily. They are the result of cooperative efforts with proper local agencies, the study of alternatives and a balanced consideration of the need for safe and efficient public transportation. You may be sure that this process was followed on the particular project that involves your property.

Under our form of government, the rights of the individual are of paramount importance. Our laws guarantee these individual rights for all of us. However, our laws also recognize another principle, namely, the public good, which sometimes makes it necessary to resolve a difficult matter such as public acquisition of private property in favor of the majority for the good of all.

Every effort is made to reach a fair and equitable agreement in the purchase of all right of way needed for public transportation pur-

poses. It is hoped sincerely that when a highway project route and design have finally been determined, all citizens will agree that fair and equitable consideration has been given to the property owners involved and that the selected route is in the best interest of the general public.

## **CONTACT BY THE DEPARTMENT**

“When will I know something definite?” This surely is one of the questions you will have. You will be contacted personally by one of our authorized representatives. However, this contact must be delayed until all preliminary requirements for highway project development have been met. In some instances, the time between that date you may have heard of a proposed project and the time you are actually contacted may seem unreasonable, but every effort is made to expedite the various planning, engineering, environmental, public hearing and approval steps so that purchase of right of way can begin at the earliest possible date.

## **COMPENSATION**

You will, of course, want to know how much you will receive for your property. As a property owner, you have the constitutionally guaranteed right to receive just compensation for the property that will be purchased from you. Even though you have the right to receive such compensation, you may make a gift or donation of all or part of the property if you wish to do so. Where payment is to be made, the real property will be appraised to determine just compensation.

Our representative will contact you before any appraisal is made. A thorough investigation of your property will be made to determine its value in accordance with state law. You or your designated representative will be given an opportunity to accompany the appraiser who is evaluating the real estate during the inspection

of the property. Your cooperation and input will aid greatly in ensuring that nothing is overlooked which ought to be included in the appraisal of your property. All appraisals are carefully reviewed by the department to assure that proper appraisal principles and methods have been used to arrive at the value to be offered for your property.

As soon as the appraisal and appraisal review work can be completed, you will be provided a written offer in the amount of the total approved value. You will be provided a copy of the state's appraisal report and you should note that if you already have an appraisal report you are required to provide a copy of it to the state. If you decide to have a separate appraisal done, you are required to provide a copy of it to the state in accordance with the Texas Attorney General's Landowner's Bill of Rights, a copy of which will be provided to you. You will also be advised in the written offer concerning the possible option of retaining any building or other improvements located on the land needed for right of way. Where appropriate, the just compensation for the real property to be acquired and for compensable damages to remaining real property will be stated separately.

Your decision regarding the state's offer for your property needs to be made at the earliest possible time so that the completion of the acquisition process is not delayed. You can appreciate the fact that there is a definite time frame required for every aspect of the highway or transportation project that involves your property.

## **ADMINISTRATIVE SETTLEMENTS**

An administrative settlement is any settlement which is in excess of the agency's approved value. If an agreement on the approved value cannot be reached, the owner may request an administrative settlement. The administrative settlement process is:

- 1) A timely written counteroffer is required and must include a property owner's signed proposal for full settlement setting forth a specific dollar amount with information to support the proposal.
- 2) The counteroffer will be reviewed by an evaluation team.
- 3) The property owner will be notified of the team's decision.
- 4) If an administrative settlement is not approved or if the property owner decides to reject an approved administrative settlement, a final offer letter will be issued at the original approved value.

If improvements are retained, the retention value will be subtracted from the total settlement amount.

## **DONATION OF RIGHT OF WAY**

The donation or gift of all or a portion of your property that is needed for right of way is an option that you have. Obviously, the state funds that are saved if property is donated can be utilized for construction and/or other highway purposes. Donations can also help to expedite the letting of construction contracts and lead to an earlier completion of the project.

In situations where remaining property will be increased greatly in value by the construction of the highway or other transportation facility, the donation of right of way may be to your advantage as a property owner by making your property more suitable for timely development. There are undoubtedly other good and valid reasons for consideration to be given to the possibility of donation or the acceptance of reduced compensation. If you elect to donate your property, an appraisal will be made unless you elect to waive this option.

## **DAMAGES TO REMAINING PROPERTY**

If you have a question about damages, you should know that in many cases highway construction will enhance rather than damage

remaining property. When only a portion of your property is needed, you will be offered an amount for damages only if the appraisal process indicates that your remaining property will have a lesser value after the highway is constructed. The amount established for damages, if any, will be stated separately and will also be included in the total offer made to you by the department.

## **RELOCATION OF IMPROVEMENTS**

Many property owners would like to know if their house or buildings can be moved. If the state's offer for your property is acceptable, arrangements usually can be made for you to keep your house or buildings and move them to another location. Removal of such improvements is the owner's responsibility. Since each case is different, it is best that you discuss this with our authorized representative when you are contacted.

## **TIME ALLOWED FOR RELOCATION**

“Will I have time to look for another home?” is another question that often arises. If your home is purchased, you will be paid the full consideration. Before you are required to move you will be given adequate time to find and buy another home using the proceeds from our purchase. You are not required to move until you receive a written notice and a date to vacate. To the greatest extent practicable you will be given at least 90 days written notice of the date by which you must move. This applies not only to homes but also to all properties where a property owner relocates to a new property or moves retained buildings, fences or other improvements to remaining property.

## **PROPERTY ADJUSTMENT WORK**

Some property owners ask “Will I have time to fence or do other work on my remaining property?” Every effort will be made to make the offer of purchase sufficiently in advance of construction to allow

time for necessary property adjustment work. Examples of property adjustment work are the building of fences along the right of way lines, the construction of new watering facilities for livestock, the removal of any buildings or other improvements which an owner desires to keep from the right of way area being purchased and their reestablishment elsewhere and the adjustment of water lines and similar facilities which are necessary to continued best use of the remaining property.

## **FARMING OF CROPS**

If crops have been planted, the offer to purchase will usually be based on your retaining a right to harvest crops in the ground, with the understanding that after closing the transaction no new crops will be planted. An exception to this procedure is when construction is so imminent that it is not possible to allow time for the harvesting of existing crops. In that case our offer to you will include payment for the existing crops based on the value of such crops at the time of the offer.

## **MORTGAGES**

### **ABOUT YOUR MORTGAGE**

As is the case in the handling of any other real estate transaction, payments must be made to satisfy outstanding mortgages or liens. If only a portion of your property is being acquired, agreement must be reached with the mortgage or lien agency concerning payment requirements. If you were selling your property in a private real estate transaction and part or all of an outstanding mortgage had to be paid, many lending agencies would require a prepayment penalty. Since this sale is being made to the public, most lending agencies, including the Federal Housing Administration, waive this requirement. However, some do not, and you should investigate this matter to determine whether or not such a penalty will have to be paid.

## **THE VA LOAN**

The Veterans Administration recognizes that the sale of your property is not of your choosing. Under these circumstances, your loan privileges may be restored and made available for coverage of another property. The veteran must initiate this action.

## **SMALL BUSINESS LOAN**

The Small Business Administration administers funds for loans for small businesses. You may wish to contact one of their offices to determine how to qualify for a loan.

## **INCOME TAXES**

If your property is worth more today than when you bought it, you may be wondering about paying income tax on the difference when you sell to the public. The sale of property for public purposes comes under a class which the Internal Revenue Service designates as “involuntary conversion.” It may not be necessary to pay income tax or capital gains tax depending on how you reinvest your profit from the sale to the state. Any payment received for damages also may not be taxable. You are, therefore, urged to contact the Internal Revenue Service Office which serves your area or seek legal advice on these matters.

## **EMINENT DOMAIN PROCEEDINGS**

Although a sincere and comprehensive effort is made to determine just compensation for the right of way required, including improvements and damages to any of your remaining property and the utilization of the administrative process, you may still not be satisfied and may refuse to sell. In other instances, the title to the land needed for right of way may be clouded to the extent that legal proceedings are necessary to effect transfer of clear title. In these and a few other cases, eminent domain proceedings have to be initiated by the state.

In eminent domain proceedings, the court will appoint three disinterested landowners to serve as Special Commissioners and a hearing will be held to determine the value of the property being acquired. The property owner will be notified of the time and place of the hearing. At this hearing, the Special Commissioners will listen to the evidence of value and arrive at an award that will be filed with the court. A deposit in the amount of the award may be made with the court at which time the state will be entitled to take possession of the property involved. After the deposit is made, the court must authorize withdrawal of the award. If either the property owner or the state is dissatisfied with the amount of the award, objections to the award may be filed within the time limits prescribed by law and the case subsequently tried in the same manner as other civil cases. The basic issue decided in eminent domain cases is the amount of just compensation for the property being acquired and, in the case of a partial acquisition, any damages to the value of your remaining property. For additional information on eminent domain procedures consult the Texas Attorney General's Landowner's Bill of Rights.

If any improvements are included in the property being acquired, they may not be retained by the property owner in eminent domain proceedings.

## **RELOCATION ASSISTANCE AND BENEFITS**

In addition to payment for your property, you may be entitled to additional benefits. If you must move, you may be entitled to assistance in locating another home or business and financial assistance in the form of moving and related expenses. Such benefits, if any, are in addition to the state's offer for your property and are handled separately from the purchase of your real property. It is beyond the scope of this booklet to detail specific benefits; however, if you are eligible, your rights and benefits will be fully explained in detail. A separate relocation assistance booklet is available and you will be furnished with one if you have to move and/or your personal property has to be moved. If the needed right of way is occupied

by a home, business or any personal property, DO NOT MOVE UNTIL YOU HAVE BEEN CONTACTED BY A RELOCATION ASSISTANCE COUNSELOR AND HAVE ESTABLISHED ELIGIBILITY FOR POSSIBLE RELOCATION BENEFITS. MOVING PREMATURELY MAY RESULT IN FORFEITURE OF THESE BENEFITS.

## **INCIDENTAL EXPENSES**

After the date of payment of the purchase price, or the date of deposit in court of funds to satisfy the award of compensation as determined through eminent domain proceedings to acquire real property, you will be reimbursed for any fair and reasonable 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. The Texas Department of Transportation will reimburse eligible incidental expenses 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 review of a claim; however, it must be filed with the department's district office for your area within three months after you are notified of the department's determination on any claim for reimbursement.

## YOUR CIVIL RIGHTS

In accordance with Title VI of the Civil Rights Act of 1964 and related statutes, it is the policy of the department to ensure that no person in the United States of America shall, on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment. 42 U.S.C. §2000d-3), color, national origin, sex, age, retaliation or disability be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any of our programs or activities.

If you believe you have been discriminated against or your rights have been violated under any program or activity of the department, you may file a Title VI Discrimination Complaint.

The Title VI Discrimination Complaint Form can be obtained by:

- Visiting TxDOT's website at <http://www.txdot.gov> and entering keywords "civil rights."
- Contacting the Office of Civil Rights 1-866-480-2518.
- Visiting, in person, the Office of Civil Rights located at 125 E. 11th Street, Austin, TX 78701.

If you have any questions regarding the completion of the form, you may contact the Office of Civil Rights at the number listed above. Upon request, assistance will be provided if you are limited English proficient or disabled. Complaints may be filed using an alternative format, e.g., computer disk, audio tape or in Braille. If you have a speech or hearing impairment, dial Texas Relay at 1-800/735-2988 or 711 for assistance.

The department's Office of Civil Rights will notify you when it receives your complaint.

## **CONCLUSION**

Your Texas Department of Transportation sincerely hopes that the purchase of your property can be accomplished to your satisfaction with an absolute minimum of inconvenience to you. We will be more than happy to assist you in any way we can.

Name, address and telephone number of our representative:

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EXHIBIT "A"

County: Ellis  
Highway: F.M. 664  
R.O.W. CSJ: 1051-01-057  
CCSJ: 1051-01-052

Page | 1 of 3  
February 2, 2021

**Parcel P00054255**

Being a 0.133-acre (5,776 square foot) tract of land situated in Ellis County, Texas, in the James McNamarra Survey, Abstract No. 693, being part of a tract of land conveyed to the City of Ovilla, recorded in Volume 1228, Page 363, Official Public Records, Ellis County, Texas, (O.P.R.E.C.T.) and being more particularly described by metes and bounds as follows:

**COMMENCING** at a found 1/2-inch iron rod along the West line of said City of Ovilla tract and the Southeast corner of a tract of land conveyed to ST Enterprises, LLC, recorded in Volume 2463, Page 1102, O.P.R.E.C.T.;

**THENCE** North 18 Degrees 14 Minutes 03 Seconds East, along the West line of said City of Ovilla tract and the East line of said ST Enterprises tract, a distance of 130.49 feet to a set 5/8-inch iron rod with plastic cap stamped "TxDOT Survey Marker, Right of Way Monument" on the Proposed West Right-of-Way line of F.M. 664 at Station 476+26.82, 229.91 feet Left and the **POINT OF BEGINNING** (N 6,878,814.90, E 2,465,827.71);

- 1) **THENCE** North 18 Degrees 14 Minutes 03 Seconds East, along the West line of said City of Ovilla tract and the East line of said ST Enterprises tract, a distance of 8.43 feet to a point;
- 2) **THENCE** North 18 Degrees 12 Minutes 17 Seconds East, along the West line of said City of Ovilla tract and the East line of said ST Enterprises tract, a distance of 30.00 feet to a found RR Spike in the centerline of Main Street, no recording information found, and the Northwest corner of said City of Ovilla tract;
- 3) **THENCE** South 72 Degrees 30 Minutes 04 Seconds East, along the North line of said City of Ovilla tract and the Existing center line of Main Street, a distance of 157.85 feet to a point at the Northeast corner of said City of Ovilla tract and Northwest corner of a tract of land conveyed to Ovilla Community Center, recorded in Volume 395, Page 267 and Volume 32, Page 335, Deed Records, Ellis County, Texas;
- 4) **THENCE** South 13 Degrees 34 Minutes 37 Seconds West, along the East line of said City of Ovilla tract and the West line of a said Ovilla Community Center, a distance of 38.69 feet to a set 5/8-inch iron rod with plastic cap stamped "TxDOT Survey Marker, Right of Way Monument" on the Proposed West Right-of-Way line of F.M. 664 at Station 475+81.50, 78.32 feet Left at the beginning of a curve to the Left;
- 5) **THENCE** along the Proposed West Right-of-Way line of F.M. 664 and said curve having a radius of 462.00 feet, a delta angle of 9 Degrees 45 Minutes 46 Seconds, an arc length of 78.63 feet, whose chord bears North 69 Degrees 56 Minutes 30 Seconds West, a distance of 78.63 feet to a set 5/8-inch iron rod with plastic cap stamped "TxDOT Survey Marker, Right of Way Monument" at Station 476+08.17, 150.75 feet Left;
- 6) **THENCE** North 74 Degrees 49 Minutes 24 Seconds West, along the Proposed West Right-of-Way line of F.M. 664, a distance of 82.49 feet to the **POINT OF BEGINNING**, containing 0.133 acres (5,776 feet) of land.

EXHIBIT "A"

County: Ellis  
Highway: F.M. 664  
R.O.W. CSJ: 1051-01-057  
CCSJ: 1051-01-052

Page | 2 of 3  
February 2, 2021

Basis of Bearing is the Texas State Plane Coordinate System, North Central Zone (4202), NAD 83, (2011) Epoch 2010. All distances and coordinates shown hereon are surface values displayed in US Survey Feet. A Surface Adjustment Factor of 1.000072449 was used to scale grid coordinates and distances to surface.

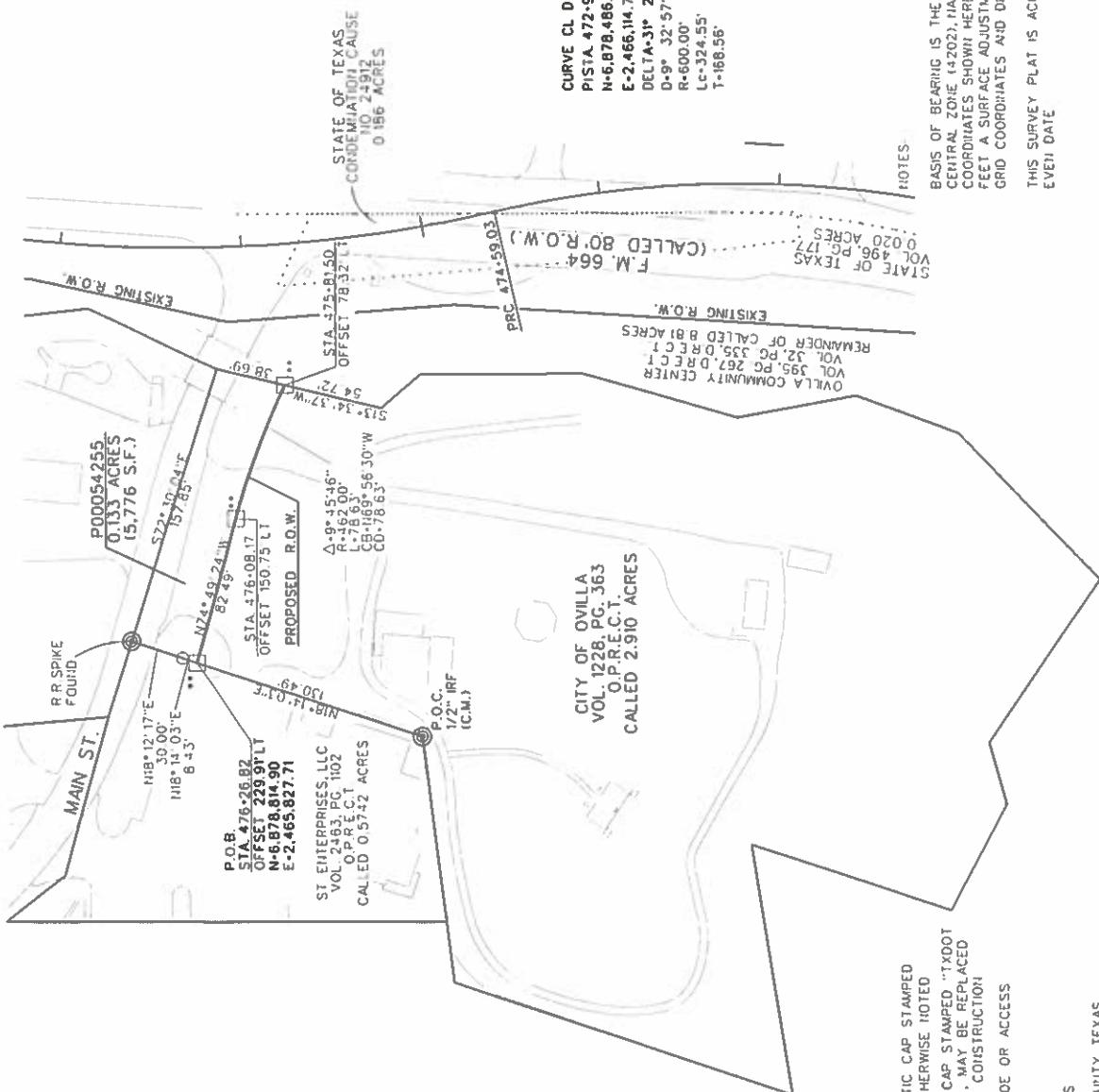
Note: This legal description is accompanied by a survey plat of even date.

\*\* The monument described, and set may be replaced with the State's Type II right-of-way marker upon the completion of the construction project, under the supervision of a RPLS, either employed or retained by the State.

That I, Timothy A. Frost, a Registered Professional Land Surveyor, hereby certify that this legal description hereon and accompanying plat of even date represent an actual survey made on the ground under my supervision.

*Timothy A. Frost 2/10/2021*  
Timothy A. Frost  
Texas Registered Professional Land Surveyor #5316  
Teague, Nall & Perkins  
5237 N. Riverside Drive, Suite 100  
Fort Worth, TX 76137  
TBPELS Firm Number 10011600





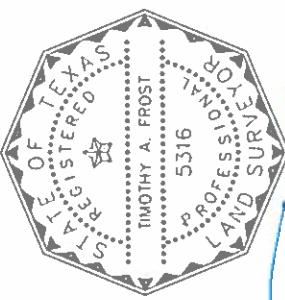
A scale bar and a small map of the area around the 100' mark. The scale bar is labeled "SCALE: 1"=100' and "SCALE IN FEET". The map shows a small, irregularly shaped area with a dashed boundary, centered on the 100' mark.

- SET 5 1/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "TEAGUE, HALL & PERKINS" OR AS OTHERWISE NOTED
- 5 1/8 INCH IRON ROD W/ 2" PLASTIC CAP STAMPED "TXDOT SURVEY MARKER RIGHT OF WAY" SET, MAY BE REPLACED W/ TYPE "MONUMENT AT THE END OF CONSTRUCTION"
- TXDOT CAP NOT SET DUE TO ROE OR ACCESS TO PROPERTY

• MARKER FOUND "AS NOTED"  
D.R.E.C.T. - DEED RECORDS, ELLIS COUNTY, TEXAS  
P.R.E.C.T. - REAL PROPERTY RECORDS, ELLIS COUNTY, TEXAS  
P.R.E.C.T. - OFFICIAL PUBLIC RECORDS, ELLIS COUNTY, TEXAS  
P.R.E.C.T. - PLAT RECORDS, ELLIS COUNTY, TEXAS

A PLAT OF SURVEY OF  
PARCEL P00054255  
FOR F.M. 664  
A 0.133 ACRE (5,776 SQ.F.T.)  
PARCEL OF LAND  
IN JAMES MCNAMARRA SURVEY  
ABSTRACT NO. 693  
ELLIS COUNTY, TEXAS  
RCSJ NO. 1051-01-057

THIS SURVEY PLAT IS ACCOMPANIED BY A SEPARATE LEGAL DESCRIPTION OF  
EVEN DATE



*timothy frost* 2/10/2021  
TIMOTHY A. FROST, #10. 5316  
TEAGUE, PERKINS  
TRUSTEE, FIRM REGISTRATION NO. 10011600  
DATE



WFG National Title Company

a Williston Financial Group company

GF No.: 21-156396-P00054255

RCSJ No.: 1051-01-057

Highway: FM 664

Project Limits: FM 1387 To Westmoreland Rd

Parcel: P00054255

**TEXAS**

**COMMITMENT FOR TITLE INSURANCE (T-7)**

**ISSUED BY**

**WFG NATIONAL TITLE INSURANCE COMPANY**

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME  
AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED  
REPRESENTATIVE HAS COUNTERSIGNED BELOW.

We, WFG NATIONAL TITLE INSURANCE COMPANY, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule B and Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

Countersigned:

WFG National Title Company

Authorized Signatory  
4604 Park Springs Blvd, Suite 140  
Arlington, TX 76017

**WFG NATIONAL TITLE INSURANCE COMPANY**

By:

Steve Ozonian, President/CEO

ATTEST:

Joseph V. McCabe, EVP/General Counsel/Secretary



**CONDITIONS AND STIPULATIONS**

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do not notify us, or learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Exclusions.

**WFG NATIONAL TITLE INSURANCE COMPANY  
TEXAS TITLE INSURANCE INFORMATION**

Title Insurance insures you against loss resulting from certain risks to your title. The Commitment for Title Insurance is the Title Insurance Company's promise to issue the Title Insurance Policy. The Commitment is a legal document. You should review it carefully to completely understand it before your closing date.	El seguro de titulo le asegura en relacion a perdidas resultants de ciertos riesgos que pueden afectar el titulo de su propiedad. El Compromiso para Seguro de Titulo es la promesa de la compania aseguradora de titulos de emitir la poliza de seguro de titulo. El Compromiso es un document legal. Usted debe leerlo cuidadosamente y entenderlo complemente antes de lo fecha para finalizar su transaccion.
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Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a Policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for the certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

**--MINERALS AND MINERAL RIGHTS** may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. Neither this Policy, nor the optional endorsements, insure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exception, Exclusions and Conditions, defined below.

**--EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

**--EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

**--CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling WFG National Title Insurance Company at 1-877-366-8781 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the Policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the Policy. Some of the changes to consider are:

---Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not your request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

---Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection for and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

**COMMITMENT FOR TITLE INSURANCE T-7**  
**Issued By**  
**WFG NATIONAL TITLE INSURANCE COMPANY**

**SCHEDULE A**

Effective Date: **May 20, 2022**

GF No.: **21-156396-P00054255**

Commitment No. 21-156396-P00054255, issued: **May 26, 2022**

1. The policy or policies to be issued are:

a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)  
(Not applicable for improved one-to-four family residential real estate)

Policy Amount:

PROPOSED INSURED: **The State of Texas, acting by and through the Texas  
Transportation Commission**

b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE  
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)

Policy Amount:

PROPOSED INSURED:

c. LOAN POLICY OF TITLE INSURANCE (Form T-2)

Policy Amount:

PROPOSED INSURED:

Proposed Borrower:

d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)

Policy Amount:

PROPOSED INSURED:

Proposed Borrower:

e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)

Binder Amount:

PROPOSED INSURED:

Proposed Borrower:

f. OTHER:

Policy Amount:

PROPOSED INSURED:

2. The interest in the land covered by this Commitment is

**Fee Simple**

3. Record title to the land on the Effective Date appears to be vested in:

**CITY OF OVILLA, A TEXAS MUNICIPAL CORPORATION**

4. Legal description of land:

**See attached Exhibit "A" attached hereto and made part hereof.**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

County: Ellis  
Highway: F.M. 664  
R.O.W. CSJ: 1051-01-057  
CCSJ: 1051-01-052

Parcel P00054255  
(Feb. 2, 2021)

Being a 0.133-acre (5,776 square foot) tract of land situated in Ellis County, Texas, in the James McNamara Survey, Abstract No. 693, being part of a tract of land conveyed to the City of Ovilla, recorded in Volume 1228, Page 363, Official Public Records, Ellis County, Texas, (O.P.R.E.C.T.) and being more particularly described by metes and bounds as follows:

See Schedule C for Vesting Deed and Parcel Survey

Note: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for information and/or identification purposes and does not override item 2 of Schedule B hereof.

APN(s):

**COMMITMENT FOR TITLE INSURANCE T-7  
ISSUED BY  
WFG NATIONAL TITLE INSURANCE COMPANY**

**SCHEDULE B  
EXCEPTIONS FROM COVERAGE**

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

**We hereby delete the above exception.**

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
  - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

(Applies to the Owner's Policy only).

5. Standby fees, taxes and assessments by any taxing authority for the year 2021, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2021 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Mortgagee Title Policy binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Mortgagee Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R) only. Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R).)
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
  - a. **Visible and apparent easements not appearing of record.**
  - b. **Rights of tenants in possession under the terms of any unrecorded leases, subleases and/or rental agreements.**
  - c. **Rights of parties in possession.**

**COMMITMENT FOR TITLE INSURANCE T-7**  
**ISSUED BY**  
**WFG NATIONAL TITLE INSURANCE COMPANY**

**SCHEDULE C**

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record
2. Satisfactory evidence must be provided that:
  - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
  - b. all standby fees, taxes, assessments and charges against the property have been paid,
  - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, labore's or materialmen's liens have attached to the property,
  - d. there is legal right of access to and from the land,
  - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. **Vesting Deed: 19960003022**  
**Field Notes: Parcel P00054255**  
**Five year sales certificate: 5yr cert**
6. **We find no outstanding voluntary liens of record affecting the subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.**
7. **Our office may require an Affidavit as to Debts and Liens to be executed at closing.**
8. **The Company requires satisfactory evidence of authority for those acting on behalf of any party to the transaction to which this commitment is addressed.**
9. **Company requires a legible copy of current drivers license or other positive proof of identification of the parties to the closing.**

**COMMITMENT FOR TITLE INSURANCE T-7**  
**SCHEDULE D**

GF No. **21-156396-P00054255**

Effective Date: **May 20, 2022**

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of WFG National Title Insurance Company issuing this Commitment

**DIRECTORS:**

Patrick F. Stone  
A. Steven Ozonian  
Michael T. Gallaher  
Joseph V. McCabe  
Cynthia L. Tucker

**OFFICERS:**

Patrick F. Stone, Executive Chairman and Founder  
A. Steven Ozonian, Chief Executive Officer and President  
Michael T. Gallaher, Executive Vice President, Chief Financial Officer and Treasurer  
Joseph V. McCabe, Executive Vice President, General Counsel and Secretary  
John R. Wooldridge, Senior Vice President and Controller  
Cynthia Lee Tucker, Executive Vice President

Williston Financial Group LLC owns 100% of the stock of WFG National Title Insurance Company. Williston Holdings LLC owns 100% of the LLC interest in Williston Financial Group LLC.

2. The following disclosures are made by the Title Insurance Agent issuing this Commitment: WFG National Title Company of Texas, LLC, a Texas limited liability company

- a. The names of each shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows: WFG National Title Company of Texas, LLC, a Texas limited liability company
- b. Each shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns, or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows: Williston Financial Group LLC, a Delaware limited liability company (Sole membership interest in WFG National Title Company of Texas, LLC, a Texas limited liability company.)
- c. The following persons are officers and directors of the Title Insurance Agent:

**OFFICERS:**

Michael T. Gallaher	Executive VP, Chief Financial Officer & Treasurer
Joseph V. McCabe	Executive VP, General Counsel & Secretary
Donald O'Neill	Executive VP, Chief Compliance Officer & Deputy General Counsel
David Weeks	Vice President
Alice Chuang	Vice President, Associate Counsel
Emily Clearwater	Manager
Sandra St. Gemme	Onsite Manager
Robert Sherman	Senior Vice President and Regional Director

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium\* is:

Owner's Policy	\$0.00
Loan Policy	\$0.00
Endorsement Charges	\$0.00
Other	
Total	\$0.00

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company: 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

AMOUNT	TO WHOM	FOR SERVICES
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\*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."

## **DELETION OF ARBITRATION PROVISION**

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

**Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.**

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

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SIGNATURE

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DATE

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SIGNATURE

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DATE

## **IMPORTANT INFORMATION**

FOR INFORMATION, OR TO MAKE A COMPLAINT CALL OUR TOLL-FREE TELEPHONE NUMBER 1-800-257-2842 ALSO YOU MAY CONTACT THE TEXAS DEPARTMENT OF INSURANCE AT 1-800-252-3439 to obtain information on:

1. Filing a complaint against an insurance company or agent,
2. Whether an insurance company or agent is licensed,
3. Complaints received against an insurance company or agent,
4. Policyholder rights, and
5. A list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO THE TEXAS DEPARTMENT OF INSURANCE, P.O. BOX 149104, AUSTIN, TEXAS 78714-9104. FAX NO. (512) 475-1771

### **AVISO IMPORTANTE**

PARA INFORMACION, O PARA SOMETER UNA QUEJA LLAME AL NUMERO GRATIS 1-800-257-2842

TAMBIEN PUEDE COMUNICARSE CON EL DEPARTAMENTO DE SEGUROS DE TEXAS AL 1-800-252-3439  
Para obtener informacion sobre:

1. Como someter una queja en contra de una compania de seguros o agente de seguros,
2. Si una compania de seguros o agente de seguros tiene licencia,
3. Quejas recibidas en contra de una compania de seguros o agente de seguros,
4. Los derechos del asegurado, y
5. Una lista de publicaciones y services para consumidores disponibles a traves del Departmento.

TAMBIEN PUEDE ESCRIBIR AL DEPARTAMENTO DE SEGUROS DE TEXAS, P.O. BOX 149104, AUSTIN, TEXAS 78714-9104 FAX NO. (512) 475-1771



## **Plain English Privacy Statement for Appraisal, Title & Escrow Customers**

WFG believes it is important to protect your privacy and confidences. We recognize and respect the privacy expectations of our customers. We believe that making you aware of how we collect information about you, how we use that information, and with whom we share that information will form the basis for a relationship of trust between us. This Privacy Policy provides that explanation. We reserve the right to change this Privacy Policy from time to time.

Williston Financial Group, LLC, WFG National Title Insurance Co. and each of the affiliates listed below (collectively "WFG" or the "WFG Family") are obligated to comply with Federal and state privacy laws. While there are some common requirements to those laws, the definitions and duties differ significantly from law-to-law and state-to-state. A privacy statement drafted to comply with all of the applicable privacy laws and their differing definitions would likely be confusing. Therefore, in an attempt to better communicate our privacy policies, WFG designed this "Plain English" explanation, followed by the Gramm-Leach-Bliley Act model form and website links to State-Specific Privacy Notices in order to provide you with the complete, legal privacy notices and disclosures required under Federal and applicable State Laws.

WFG's primary business is providing appraisal, title insurance and, escrow services for the sale or refinance of real property. This can be a complicated process, involving multiple parties, many of whom have been selected by our customers, each filling a specialized role. In part, you have hired WFG to coordinate and smooth the passage of the information necessary for an efficient settlement or closing.

In the course of this process, WFG collects a significant amount of personal and identifying information about the parties to a transaction, including sensitive items that include but are not limited to: your contact information including email addresses, Social Security numbers, driver's license and, other identification numbers and information; financial, bank and insurance information; information about past and proposed mortgages and loans; about properties you currently or previously owned; your mortgage application package; and the cookie, IP address, and other information captured automatically by computer systems.

Much of this information is gathered from searches of public land records, tax, court and credit records to make certain that any liens, challenges, or title defects are addressed properly. Some of the information that is collected is provided by you, or the computer systems you use. We also may receive information from real estate brokers and agents, mortgage brokers and, others working to facilitate your transaction. We also may receive information from public, private or governmental databases including credit bureaus, 'no-fly' lists, and terrorist 'watch lists', as well as from your lenders and credit bureaus.

### **What Information is Shared?**

**WFG DOES NOT SELL any of your information to non-affiliated companies for marketing or any other purpose.**

However, some of the same information does get shared with persons inside and outside the WFG Family in order to facilitate and complete your transaction.

For example:

- Information, draft documents, and closing costs will pass back and forth between WFG and your mortgage broker and lender to facilitate your transaction.
- Information, including purchase agreements and amendments, will pass back and forth between WFG and the real estate agents and brokers, the mortgage brokers and lenders, the lawyers and accountants, and others involved in facilitating the transaction.
- WFG may order property searches and examinations from title searchers, abstractors and title plants.
- WFG may use third parties to obtain tax information, lien information, payoff information, condominium and, homeowners' association information and payoff information.
- Third parties may be engaged to prepare documents in connection with your transaction.
- Surveys, appraisals and, inspections may be ordered.

- Within the WFG Family of companies, we may divide up the work to handle each closing in the most efficient manner possible and to meet specific legal and licensing requirements. Certain parts of your closing (for example a search or disbursement) may be handled by another division or company within the WFG Family.
- When it is time for signatures, your complete closing package may be sent to a notary, remote online notary, or notary service company who will arrange to meet with you to sign documents. The notary will, in turn, send signed copies back to us along with copies of your driver's license or other identity documents usually by mail, UPS, Federal Express or another courier service.
- Your deed, mortgage and other documents required to perfect title will be recorded with the local recorder of deeds.
- In some cases, we use an outside service to coordinate the recording or electronic-recording of those instruments, and they will receive copies of your deeds, mortgages and other recordable documents to process, scan and send on to the recording office.
- Various government agencies get involved. The law requires us to provide certain information to the IRS, the US Treasury, local and state tax authorities and other governmental agencies.

You have a choice in the selection of a mortgage broker, lender, real estate broker or agent and others that make up your 'transaction team.' Information flows to and from the members of the transaction team you have selected to facilitate an efficient transaction for you.

When WFG selects and engages a third-party provider, we limit the scope of the information shared with that third party to the information reasonably necessary for that service provider to provide the requested services. With most, we have entered into express agreements in which they expressly commit to maintain a WFG customer's information in strict confidence and use the information only for purposes of providing the requested services, clearing title, preventing fraud and addressing claims under our title insurance policies.

### **How does WFG use your Information?**

We may use your personal information in a variety of ways, including but not limited to:

- Provide the products, services and title insurance you have requested and to close and facilitate your transaction.
- Coordinate and manage the appraisal process.
- Handle a claim or provide other services relating to your title insurance policies.
- Create and manage your account.
- Operate and improve WFG's applications and websites, including WFG MyHome®, WFG's secure communication and transaction portal. Your information is used for access management, payment processing, site administration, internal operations, troubleshooting, data analysis, testing, research, and for statistical purposes.
- Respond to your requests, feedback, or inquiries.
- Comply with laws, regulations, and other legal requirements.
- Comply with relevant industry standards and our policies, including managing WFG's risk profile through reinsurance.
- Protect and enforce your rights and the rights of other users against unlawful activity, including identity theft and fraud.
- Protect and enforce our collective rights arising under any agreements entered into between WFG and you or any other third party;
- Protect the integrity and maintain security of our applications, websites, and products;
- Operate, evaluate, and improve our business; and
- Provide you with information about products, services, and promotions, from WFG or third parties that may interest you.

### **How Do We Store and Protect Your Personal Information?**

Although no system can guarantee the complete security of your personal information, we will use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information and our systems and sites from malicious intrusions or hacking.

## **How Long Do We Keep Your Personal Information?**

We keep your personal information for as long as necessary to comply with the purpose for which it was collected, our business needs, and our legal and regulatory obligations. We may store some personal information indefinitely. If we dispose of your personal information, we will do so in a way that is secure and appropriate to the nature of the information subject to disposal.

## **Computer Information**

When you access a WFG website, or communicate with us by e-mail, we may automatically collect and store more information than you are expressly providing when you fill out a survey or send an email. This may include:

- Your IP Address.
- Your email address, your alias and, social media handles.
- The type of browser and operating system you use.
- The time of your visit.
- The pages of our site you visit.
- Cookies.

In order to provide you with customized service, we make use of Web browser cookies. Cookies are files that help us identify your computer and personalize your online experience. You may disable cookies on your computer, but you may not be able to download online documents or access certain sites unless cookies are enabled.

The technical information we collect is used for administrative and technical purposes and to prevent fraud and provide identity verification. For instance, we may use it to count the number of visitors to our site and determine the most popular pages. We may also use it to review types of technology you are using, determine which link brought you to our Web site, assess how our advertisements on other sites are working, help with maintenance, and improve our customers' experience.

We may compare information gathered on previous visits to verify that we are interacting with the same parties and not a potential imposter.

If we ask you to fill out any forms or surveys, we will use the information we receive only for the specific purposes indicated in those forms or surveys.

The information you and your transaction team send us in emails or attached to an email, or provide through any of our online tools, is used for purposes of providing title, escrow and appraisal management services and used for the purposes described above.

## **Links to Third Party Sites**

Our Applications and Websites may contain links to third-party websites and services. Please note that these links are provided for your convenience and information, and the websites and services may operate independently from us and have their own privacy policies or notices, which we strongly suggest you review. This Privacy Notice applies to WFG's applications and websites only.

## **Do Not Track**

Because there is not an industry-standard process or defined criteria to permit a user to opt-out of tracking their online activities (Do Not Track or DNT), our websites do not currently change the way they operate based upon detection of a "Do Not Track" or similar signal. Likewise, we cannot assure that third parties are not able to collect information about your online activities on WFG websites or applications.

## **Social Media Integration**

Our applications, websites, and products contain links to and from social media platforms. You may choose to connect to us through a social media platform, such as Facebook, Twitter, Google, etc. When you do, we may collect additional information from or about you, such as your screen names, profile picture, contact information, contact list, and the profile pictures of your contacts, through the social media platform. The social media platforms may also collect information from you.

When you click on a social plug-in, such as Facebook's "Like" button, Twitter's "tweet" button or the Google+, that particular social network's plugin will be activated and your browser will directly connect to that provider's

servers. Your action in clicking on the social plug-in causes information to be passed to the social media platform.

We do not have control over the collection, use and sharing practices of social media platforms. We, therefore, encourage you to review their usage and disclosure policies and practices, including their data security practices, before using social media platforms.

### **How Can You “Opt-Out?”**

We do not sell your information; therefore there is no need to opt-out of such reselling. Under various laws, you can opt-out of the sharing of your information for more narrow purposes. For additional detail, consult the Links under the “Legal” Notices attached below.

### **The “Legal” Notices**

To comply with various federal and state laws, we are required to provide more complete legal notices and disclosures. In reviewing these, you will find that these notices incorporate the definitions and terminology used in the respective privacy laws which can often be somewhat convoluted and may even seem inconsistent with the descriptions above. The state-specific statutes may also give residents of those states additional rights and remedies.

**Privacy Notice for California Residents** - <https://national.wfgnationaltitle.com/privacy-notice-california>

**Privacy Notice for Oregon Residents** - <https://national.wfgnationaltitle.com/privacy-notice-oregon>

### **How to Contact Us**

If you have any questions about WFG’s privacy policy or how we protect your information, please contact WFG:

- By email: [Consumerprivacy@willistonfinancial.com](mailto:Consumerprivacy@willistonfinancial.com)
- By telephone: 833-451-5718
- By fax: 503-974-9596
- By mail: 12909 SW 68th Pkwy, Suite 350, Portland, OR 97223
- In-person: 12909 SW 68th Pkwy, Suite 350, Portland, OR 97223

### **WFG FAMILY**

WILLISTON FINANCIAL GROUP LLC

WFG NATIONAL TITLE INSURANCE COMPANY

WFG LENDER SERVICES, LLC

WFGLS TITLE AGENCY OF UTAH, LLC

WFG NATIONAL TITLE COMPANY OF WASHINGTON, LLC

WFG NATIONAL TITLE COMPANY OF CALIFORNIA

WFG NATIONAL TITLE COMPANY OF TEXAS, LLC D/B/A WFG NATIONAL TITLE COMPANY

UNIVERSAL TITLE PARTNERS, LLC

VALUTRUST SOLUTIONS, LLC

WILLISTON ENTERPRISE SOLUTIONS & TECHNOLOGY, LLC

WFG NATIONAL TITLE COMPANY OF CLARK COUNTY, WA, LLC D/B/A WFG NATIONAL TITLE

Revised 6.12.20

FACTS	WHAT DOES WILLISTON FINANCIAL GROUP DO WITH YOUR PERSONAL INFORMATION?		
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number and other government identification information</li> <li>• Your name, address, phone, and email</li> <li>• Information about the property, any liens and restrictions</li> <li>• Financial Information including credit history and other debt</li> <li>• Financial account information, including wire transfer instructions.</li> </ul>		
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Williston Financial Group chooses to share; and whether you can limit this sharing.		
Reasons we can share your personal information	Does Williston Financial Group share?	Can you limit this sharing?	
For our everyday business purposes—such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No	
For our marketing purposes—to offer our products and services to you	Yes	No	
For joint marketing with other financial companies	No	We don't share	
For our affiliates' everyday business purposes—information about your transactions and experiences	Yes	No	
For our affiliates' everyday business purposes—information about your creditworthiness	No	We don't share	
For our affiliates to market to you	No	We don't share	
For nonaffiliates to market to you	No	We don't share	
To limit our sharing	<ul style="list-style-type: none"> <li>• Call 833-451-5718—our menu will prompt you through your choice(s)</li> <li>• Visit us online: <a href="http://bit.ly/WFGsConsumerPrivacyInformationRequestPage">http://bit.ly/WFGsConsumerPrivacyInformationRequestPage</a> or e-mailing us at <a href="mailto:consumerprivacy@willistonfinancial.com">consumerprivacy@willistonfinancial.com</a></li> <li>• Mail the form below</li> </ul> <p>Please note:</p> <p>If you are a new customer, we can begin sharing your information from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>		
Questions?	Call 833-451-5718 or Email <a href="mailto:consumerprivacy@willistonfinancial.com">consumerprivacy@willistonfinancial.com</a>		

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**Mail-In Form**

If you have a joint policy, your choices will apply to everyone on your account.	Mark any/all you want to limit: <p><input type="checkbox"/> Do not share information about my creditworthiness with your affiliates for their everyday business purposes.</p> <p><input type="checkbox"/> Do not allow your affiliates to use my personal information to market to me.</p> <p><input type="checkbox"/> Do not share my personal information with nonaffiliates to market their products and services to me.</p>	
<b>Name</b>		Mail to:
<b>Address</b>		Williston Financial Group
<b>City, State, Zip</b>		PRIVACY DEPT
<b>File Number</b>		12909 SW 68 <sup>th</sup> Pkwy, #350 Portland, OR 97223

<b>Who we are</b>	
Who is providing this notice	Williston Financial Group, LLC and its affiliates and subsidiaries as listed below:
<b>What we do</b>	
How does Williston Financial Group protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We limit access to your information to employees that need to use the information to process or protect transaction. We take industry standard (IPSEC) measures to protect against malicious intrusions or hacking
How does Williston Financial Group collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Apply for insurance</li> <li>• Engage us to provide appraisal, title and escrow services</li> <li>• Give us your contact information</li> <li>• Provide your mortgage information</li> <li>• Show your driver's license</li> </ul> <p>We also collect your personal information from others, such as real estate agents and brokers, mortgage brokers, lenders, credit bureaus, affiliates, and others</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your policy.
<b>Definitions</b>	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <p>Our affiliates include companies with a common corporate identity, including those listed below.</p>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <p>Nonaffiliates we share with can include real estate agents and brokers, mortgage brokers, lenders, appraisers, abstractors and title searchers and others as appropriate to facilitate your transaction.</p>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <p>Williston Financial Group does not jointly market.</p>
<b>Other important information</b>	
As a resident or citizen of certain states, we may have to provide additional state specific privacy notices and you may have rights other than as set forth above. The links below will provide state specific information:	
<p><b>Privacy Notice for California Residents</b> - <a href="https://national.wfgnationaltitle.com/privacy-notice-california">https://national.wfgnationaltitle.com/privacy-notice-california</a></p> <p><b>Privacy Notice for Oregon Residents</b> - <a href="https://national.wfgnationaltitle.com/privacy-notice-oregon">https://national.wfgnationaltitle.com/privacy-notice-oregon</a></p>	



County: Ellis  
CSJ No.: 1051-01-057  
Project Limits: From FM 1387 to Westmoreland Rd.

District: Dallas  
Parcel No.: P00054255  
Parcel Owner: City of Ovilla, a Texas Municipal Corporation  
Highway No.: FM 664

I, Richard Dormier, Mayor of the City of Ovilla, a Texas Municipal Corporation, here by  
acknowledge receipt on \_\_\_\_\_, 2022, of a copy of the State of Texas Landowner's  
Bill of Rights document, dated January 2022.

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Richard Dormier, Mayor

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Date

## ACKNOWLEDGMENT OF RECEIPT OF APPRAISAL REPORT

County: Ellis

District: Dallas

Federal Project No.: N/A

Parcel No.: P00054255

ROW CSJ No.: 1051-01-057

Highway: FM 664

I, Richard Dormier, Mayor of the City of Ovilla, a Texas Municipal Corporation, hereby acknowledge receipt on \_\_\_\_\_ of a copy of an appraisal report prepared by Christi Glendinning, dated November 6, 2021, related to the above parcel. I acknowledge that this appraisal report is subject to the copyright laws of the United States and that any republication or redisclosure is prohibited without the express written consent of the Texas Department of Transportation.

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Richard Dormier, Mayor

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Date

## Information About Brokerage Services

*Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.*

### TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

### A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

### A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

**AS AGENT FOR OWNER (SELLER/LANDLORD):** The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

**AS AGENT FOR BUYER/TENANT:** The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

**AS AGENT FOR BOTH - INTERMEDIARY:** To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction;
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

**AS SUBAGENT:** A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

### TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

**LICENSE HOLDER CONTACT INFORMATION:** This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Designated Broker of Firm	License No.	Email	Phone
Licensed Supervisor of Sales Agent/Associate	License No.	Email	Phone
Sales Agent/Associate's Name	License No.	Email	Phone
Buyer/Tenant/Seller/Landlord Initials		Date	



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

**STATE OF TEXAS** § ROW CSJ: 1051-01-057  
§ Parcel ID: P00054255  
**COUNTY OF ELLIS** § Project No.: N/A

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 Ovilla, 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. FM 664 (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** 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 00/100 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: 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.

**GRANTOR:**

---

City of Ovilla, a Texas Municipal Corporation  
By: Richard Dormier, Mayor

---

**Corporate Acknowledgment**

State of Texas  
County of Ellis

This instrument was acknowledged before me on \_\_\_\_\_ by Richard Dormier, Mayor of the City of Ovilla, a Texas Municipal 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.

---

Jeny Houdmann  
Right of Way Project Delivery Manager

Date: \_\_\_\_\_

---

### Acknowledgment

State of Texas  
County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ by Jeny Houdmann,  
Right of Way Project Delivery Manager. 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

## Memorandum of Agreement

June 9, 2022

City of Ovilla  
Attn: Richard Dormier, Mayor  
105 Cockrell Hill Rd., Ste. 2  
Ovilla, TX 75154-1493

County: Ellis  
Highway No.: FM 664  
Location: From FM 1387 to Westmoreland Rd.  
Project No.: N/A  
ROW CSJ No.: 1051-01-057  
District: Dallas  
Parcel No.: P00054255

Dear Mr. Dormier:

You have indicated a willingness to sign a deed for your property which consists of 0.133 acres (5,776 SF) located at 625 W. Main St., Ovilla, TX.

It is important to confirm this agreement in order to avoid any possible misunderstanding as to the details of the purchase or the process by which the Texas Department of Transportation (TxDOT) will make payment. The payment of **\$11,268.00** as herein agreed will constitute full payment to be made by TxDOT for the property to be conveyed to the State.

TxDOT and the owner(s) have agreed to the following provisions.

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

The payment of the amount herein stated and the terms provided constitute the only promises, consideration 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 under the State's Relocation Assistance Program and the mutual benefits to be derived by you and TxDOT from the signing of this agreement.

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

It is suggested that you carefully review the proposed Right of Way Deed and satisfy yourself (selves) as to its 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 made out jointly to you and to WFG National Title Company, agent for WFG National Title Insurance Company.

This company has been designated as the State's closing agent and is responsible to see that TxDOT 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 to withhold endorsement of the warrant and not accept payment until you are fully satisfied on all details of the transaction.

Sincerely,



Christopher McCarthy, SR/WA  
McCarthy Right of Way Partners, LLC  
[cmccarthy@mccarthypartners.net](mailto:cmccarthy@mccarthypartners.net)

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.

---

Richard Dormier, Mayor

---

Date

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**



Form ROW-N-14  
(Rev. 11/20)  
Page 1 of 3

## **DEED**

**TxDOT ROW CSJ:** 1051-01-057

**TxDOT Parcel ID:** P00054255

**Grantor(s), whether one or more:**

City of Ovilla, a Texas Municipal Corporation

**Grantor's Mailing Address (including county):**

105 Cockrell Hill Rd., Ste. 2  
Ovilla, TX 75154-1493  
Ellis County, Texas

**Grantee:**

The State of Texas, acting by and through the Texas Transportation Commission

**Grantee's Authority:**

The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

**Grantee's Mailing Address (including county):**

Texas Department of Transportation  
125 E. 11th Street  
Austin, TX 78701  
Travis County

**Consideration:**

The sum of **Eleven Thousand, Two Hundred Sixty-Eight** and NO/100 Dollars (**\$11,268.00**) to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

**Property:**

All of that certain tract or parcel of land in Ellis County, Texas, being more particularly described in the attached Exhibit A (the “**Property**”).

**Reservations from and Exceptions to Conveyance and Warranty:**

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Ellis County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, and sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein, and thereunder.

Grantor is retaining title to the following improvements (“**Retained Improvements**”) located on the Property, to wit: **None**

Grantor covenants and agrees to remove the Retained Improvements from the Property by 31<sup>st</sup> day of July 2022, subject to such extensions of time as may be granted by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever.

Access on and off Grantor’s remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit “A”. Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting, or permitting requirements.

**GRANTOR**, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee’s successors and assigns forever. Grantor binds Grantor and Grantor’s heirs, successors, and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee’s successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

EXECUTED on the date(s) of acknowledgment indicated below.

**GRANTOR:**

---

City of Ovilla, a Texas Municipal Corporation  
By: Richard Dormier, Mayor

---

**Corporate Acknowledgment**

State of Texas  
County of Ellis

This instrument was acknowledged before me on \_\_\_\_\_ by Richard Dormier, Mayor of the City of Ovilla, a Texas Municipal 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

AFTER RECORDING, RETURN TO:

WFG National Title Company  
4606 Park Springs Blvd., Suite 110  
Arlington, TX 76017-1895

**Request for Taxpayer  
Identification Number and Certification**► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.Give Form to the  
requester. Do not  
send to the IRS.Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.						
2 Business name/disregarded entity name, if different from above						
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.						
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►						
5 Address (number, street, and apt. or suite no.) See instructions.				Requester's name and address (optional)		
6 City, state, and ZIP code						
7 List account number(s) here (optional)						

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number							
<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>

or

Employer identification number									
<input type="text"/>	<input type="text"/>	-	<input type="text"/>						

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

## AGENDA ITEM REPORT Item 2

Meeting Date: July 19, 2022

Department: Administration

Discussion  Action

Budgeted Expense:  YES  NO  N/A

Submitted By: Staff

Reviewed By:  City Manager

City Secretary

City Attorney

Finance Director

Other:

### AGENDA ITEM:

**ITEM 2. DISCUSSION/ACTION** – Consideration of and action on an offer for the acquisition of property located at the Southwest Corner of W. Main St. and FM 664 (Ovilla Rd.), Ovilla, TX, Parcel ID: P00054255 and P00054339E by The Texas Department of Transportation.

### Attachments:

1. Real Estate Appraisal Report
2. Initial Offer Package

### Discussion / Justification:

**Background:** CobbFendly on behalf of TxDot has contacted the city regarding land needed for an extension project of FM 664(Right of Way at Heritage Park). TxDot has made an offer on the property of \$27,861.00. As referenced in the offer package, TxDot believes that the compensation for the property is mutually beneficial based on the appraisal.

This parcel of land is adjacent to FM 664 (Ovilla Rd.) The city monument sign is in this ROW.

### Recommendation / Staff Comments:

Staff Recommends: N/A

### Sample Motion(s):

I move to.....

July 1, 2022

County: Ellis  
Federal Project No.: N/A  
Highway: FM 664

ROW CSJ: 1051-01-057  
Parcel: P00054339 & P00054339E  
From: FM 1387  
To: Westmoreland Rd.

BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED NO. 7009 1640 0001 1544 1022

OVILLA COMMUNITY CENTER, INC., a voluntarily dissolved Texas non-profit corporation  
c/o City of Ovilla  
Attn: Bobbie Jo Taylor, City Secretary  
105 COCKRELL HILL RD  
OVILLA, TX 75154-1493

Dear Property Owner(s),

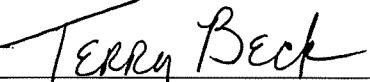
The purpose of this letter is to make an Offer to Purchase for the property referenced above. In this offer package you will find multiple documents for your review. There are a couple of executable receipts that I request that you sign and send back to me in the enclosed return envelope.

The list of documents includes:

- Offer Letter
- State Purchase of Right of Way Booklet
- Landowner Bill of Rights Document
- Landowner Bill of Rights Receipt (please sign and return)
- Relocation Assistance Booklet
- Memorandum of Agreement
- Conveyance Document(s) with Field Notes
- Possession and Use Agreement with Additional Payment of Independent Consideration
- Application for Texas Identification Number
- Form W-9 Request for Taxpayer Identification Number
- Texas Real Estate Commission Information About Brokerage Services (please sign and return)
- Appraisal
- Acknowledgment of Receipt of Appraisal Report (please sign and return)
- Return Envelope

I look forward to your response. It is requested that a response be given within thirty days. If you have any questions, please do not hesitate to contact me at (817) 445-1016 and/or email [tbeck@cobbfendley.com](mailto:tbeck@cobbfendley.com).

Sincerely,

  
\_\_\_\_\_  
Terry Beck, R/W-NAC, RWP-GN  
Cobb, Fendley & Associates, Inc.

July 1, 2022

OVILLA COMMUNITY CENTER, INC., a voluntarily dissolved Texas non-profit corporation  
c/o City of Ovilla  
Attn: Bobbie Jo Taylor. City Secretary  
105 COCKRELL HILL RD  
OVILLA, TX 75154-1493

County: Ellis  
Highway No.: FM 664  
Location: SWC of W. Main St. and FM 664  
(Ovilla Rd.), Ovilla, TX  
Project No.: N/A  
ROW CSJ No.: 1051-01-057  
District: Dallas  
Parcel No.: P00054339 & P00054339E

Dear Property Owner(s):

You have indicated a willingness to sign a deed for your property which consists of 3,557 square feet and a drainage easement for your property which consists of 2,455 square feet located at the SWC of W. Main St. and FM 664 (Ovilla Rd.), Ovilla, TX.

It is important to confirm this agreement in order to avoid any possible misunderstanding as to the details of the purchase or the process by which the Texas Department of Transportation (TxDOT) will make payment. The payment of \$27,861.00 as herein agreed will constitute full payment to be made by TxDOT for the property to be conveyed to the State.

TxDOT and the owner(s) have agreed to the following provisions.

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

The payment of the amount herein stated and the terms provided constitute the only promises, consideration 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 under the State's Relocation Assistance Program and the mutual benefits to be derived by you and TxDOT from the signing of this agreement.

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

It is suggested that you carefully review the proposed Right of Way Deed and Drainage Easement and satisfy yourself (selves) as to its provisions. With your signing of this agreement and execution of the deed and easement the State will proceed with the issuance of a State warrant which will be made out jointly to you and to WFG National Title Company, agent for the State.



This company has been designated as the State's closing agent and is responsible to see that TxDOT 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 to withhold endorsement of the warrant and not accept payment until you are fully satisfied on all details of the transaction.

Sincerely,

A blue ink signature of Michael Hale.

Michael Hale, SR/WA, R/W-URAC, R/W-RAC, R/W-NAC  
Right-of-Way Project Manager  
Cobb, Fendley & Associates, Inc. on behalf of the  
Texas Department of Transportation

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 and Drainage Easement is based on this understanding.

---

Property Owner's Signature

---

Property Owner's Signature

---

Date

---

Date

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.



## DEED

**TxDOT ROW CSJ:** 1051-01-057

**TxDOT Parcel ID:** P00054339 & P00054339E

**Grantor(s), whether one or more:**

OVILLA COMMUNITY CENTER, INC., a voluntarily dissolved Texas non-profit corporation

**Grantor's Mailing Address (including county):**

105 COCKRELL HILL RD  
OVILLA, ELLIS COUNTY, TX 75154-1493

**Grantee:**

The State of Texas, acting by and through the Texas Transportation Commission

**Grantee's Authority:**

The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

**Grantee's Mailing Address (including county):**

Texas Department of Transportation  
125 E. 11th Street  
Austin, Travis County, Texas 78701

**Consideration:**

The sum of TWENTY-THREE THOUSAND SIX HUNDRED EIGHT and no/100 Dollars (\$23,608.00) to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

**Property:**

All of that certain tract or parcel of land in Ellis County, Texas, being more particularly described in the attached Exhibit A (the “**Property**”).

**Reservations from and Exceptions to Conveyance and Warranty:**

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Ellis County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, and sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein, and thereunder.

Grantor is retaining title to the following improvements (“**Retained Improvements**”) located on the Property, to wit: None.

Grantor covenants and agrees to remove the Retained Improvements from the Property by N/A day of N/A 20N/A, subject to such extensions of time as may be granted by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever.

Access on and off Grantor’s remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit “A”. Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting, or permitting requirements.

**GRANTOR**, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee’s successors and assigns forever. Grantor binds Grantor and Grantor’s heirs, successors, and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee’s successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

EXHIBIT "A"

County: Ellis  
Highway: F.M. 664  
R.O.W. CSJ: 1051-01-057  
CCSJ: 1051-01-052

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February 4, 2021

Parcel P00054339

Being a 0.082-acre (3,557 square foot) tract of land situated in Ellis County, Texas, in the James McNamarra Survey, Abstract No. 693, being part of a tract of land conveyed to Ovilla Community Center, recorded in Volume 395, Page 267 and Volume 32, Page 335, Deed Records, Ellis County, Texas, (D.R.E.C.T.) and being more particularly described by metes and bounds as follows:

**BEGINNING** at a found PK Nail with head cut off at the Northwest corner of said Ovilla Community Center tract and Northeast corner of a tract of land conveyed to City of Ovilla, recorded in Volume 1228, Page 363, Official Public Records, Ellis County, Texas (O.P.R.E.C.T.) at Station 476+15.46, 67.55 feet Left (N 6,878,803.95, E 2,465,990.26);

- 1) **THENCE** South 76 Degrees 20 Minutes 00 Seconds East, along the North line of said Ovilla Community Center tract and the centerline of Main Street, a distance of 26.85 feet to a point for the Northeast corner of said Ovilla Community Center tract and along the Existing West Right-of-Way line of F.M. 664 (called 80-foot R.O.W.) conveyed to State of Texas, recorded in Volume 496, Page 181 and Volume 496, Page 177, D.R.E.C.T.;
- 2) **THENCE** South 4 Degrees 10 Minutes 39 Seconds East, along the East line of said Ovilla Community Center tract and the Existing West Right-of-Way line of F.M. 664, a distance of 125.11 feet to a point;
- 3) **THENCE** South 3 Degrees 40 Minutes 51 Seconds West, along the East line of said Ovilla Community Center tract and the Existing West Right-of-Way line of F.M. 664, a distance of 58.91 feet to a set 5/8-inch iron rod with plastic cap stamped "TxDOT Survey Marker, Right of Way Monument" on the Proposed West Right-of-Way line of F.M. 664 at Station 474+33.15, 61.68 feet Left and the beginning of a curve to the Right;
- 4) **THENCE** along the Proposed West Right-of-Way line of F.M. 664 and said curve having a radius of 837.50 feet, a delta angle of 10 Degrees 01 Minutes 05 Seconds, an arc length of 146.44 feet, whose chord bears North 9 Degrees 28 Minutes 16 Seconds West, a distance of 146.25 feet to a set 5/8-inch iron rod with plastic cap stamped "TxDOT Survey Marker, Right of Way Monument" at Station 475+73.06, 62.50 feet Left and the beginning of a curve to the Left;
- 5) **THENCE** along the Proposed West Right-of-Way line of F.M. 664 and said curve having a radius of 462.00 feet, a delta angle of 2 Degrees 16 Minutes 12 Seconds, an arc length of 18.30 feet, whose chord bears North 63 Degrees 55 Minutes 31 Seconds West, a distance of 18.30 feet to a set 5/8-inch iron rod with plastic cap stamped "TxDOT Survey Marker, Right of Way Monument" at Station 475+81.50, 78.32 feet Left
- 6) **THENCE** North 13 Degrees 34 Minutes 37 Seconds East, along the West line of said Ovilla Community Center tract and the East line of said City of Ovilla tract, a distance of 38.69 feet to the **POINT OF BEGINNING**, containing 0.082 acres (3,557 feet) of land.

EXHIBIT "A"

County: Ellis  
Highway: F.M. 664  
R.O.W. CSJ: 1051-01-057  
CCSJ: 1051-01-052

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February 4, 2021

**Parcel P00054339E**

Being a 0.056-acre (2,455 square foot) easement situated in Ellis County, Texas, in the James McNamarra Survey, Abstract No. 693, being part of a tract of land conveyed to Ovilla Community Center, recorded in Volume 395, Page 267 and Volume 32, Page 335, Deed Records, Ellis County, Texas, (D.R.E.C.T.) and being more particularly described by metes and bounds as follows:

**COMMENCING** at a found PK Nail with head cut off at the Northwest corner of said Ovilla Community Center tract and Northeast corner of a tract of land conveyed to City of Ovilla, recorded in Volume 1228, Page 363, Official Public Records, Ellis County, Texas (O.P.R.E.C.T.);

**THENCE** South 76 Degrees 20 Minutes 00 Seconds East, along the North line of said Ovilla Community Center tract and the centerline of Main Street, a distance of 26.85 feet to a point for the Northeast corner of said Ovilla Community Center tract and along the Existing West Right-of-Way line of F.M. 664 (called 80-foot R.O.W.) conveyed to State of Texas, recorded in Volume 496, Page 181 and Volume 496, Page 177, D.R.E.C.T.;

**THENCE** South 4 Degrees 10 Minutes 39 Seconds East, along the East line of said Ovilla Community Center tract and the Existing West Right-of-Way line of F.M. 664, a distance of 125.11 feet to a point;

**THENCE** South 3 Degrees 40 Minutes 51 Seconds West, along the East line of said Ovilla Community Center tract and the Existing West Right-of-Way line of F.M. 664, a distance of 255.63 feet to a point;

**THENCE** South 18 Degrees 12 Minutes 01 Seconds West, along the East line of said Ovilla Community Center tract and the Existing West Right-of-Way line of F.M. 664, a distance of 32.94 feet to a set 5/8-inch iron rod with plastic cap stamped "TxDOT Survey Marker, Right of Way Monument" on the Proposed Easement at Station 471+61.56, 77.56 feet Left and the **POINT OF BEGINNING** (N 6,878,376.93, E 2,465,995.64);

- 1) **THENCE** South 18 Degrees 12 Minutes 01 Seconds West, along the East line of said Ovilla Community Center tract and the Existing West Right-of-Way line of F.M. 664, a distance of 143.62 feet to a point for the Southeast corner of said Ovilla Community Center tract and the Northeast corner of a tract of land conveyed to Sharaf Family Trust, recorded in Volume 1743, Page 367, O.P.R.E.C.T.;
- 2) **THENCE** North 46 Degrees 14 Minutes 32 Seconds West, along the South line of said Ovilla Community Center tract and the North line of said Sharaf tract, a distance of 22.17 feet to a set 5/8-inch iron rod with plastic cap stamped "TxDOT Survey Marker, Right of Way Monument" on the Proposed Easement at Station 470+23.37, 97.59 feet Left;

EXHIBIT "A"

County: Ellis  
Highway: F.M. 664  
R.O.W. CSJ: 1051-01-057  
CCSJ: 1051-01-052

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February 4, 2021

- 3) THENCE North 17 Degrees 58 Minutes 02 Seconds East, along the Proposed Easement, a distance of 99.19 feet to a set 5/8-inch iron rod with plastic cap stamped "TxDOT Survey Marker, Right of Way Monument" on the Proposed Easement at Station 471+31.17, 98.49 feet Left;
- 4) THENCE North 48 Degrees 32 Minutes 19 Seconds East, along the Proposed Easement, a distance of 40.40 feet to the POINT OF BEGINNING, containing 0.056 acres (2,455 feet) of land.

Basis of Bearing is the Texas State Plane Coordinate System, North Central Zone (4202), NAD 83, (2011) Epoch 2010. All distances and coordinates shown hereon are surface values displayed in US Survey Feet. A Surface Adjustment Factor of 1.000072449 was used to scale grid coordinates and distances to surface.

Note: This legal description is accompanied by a survey plat of even date.

\* TxDOT cap not set due to no right-of-entry or access to property.

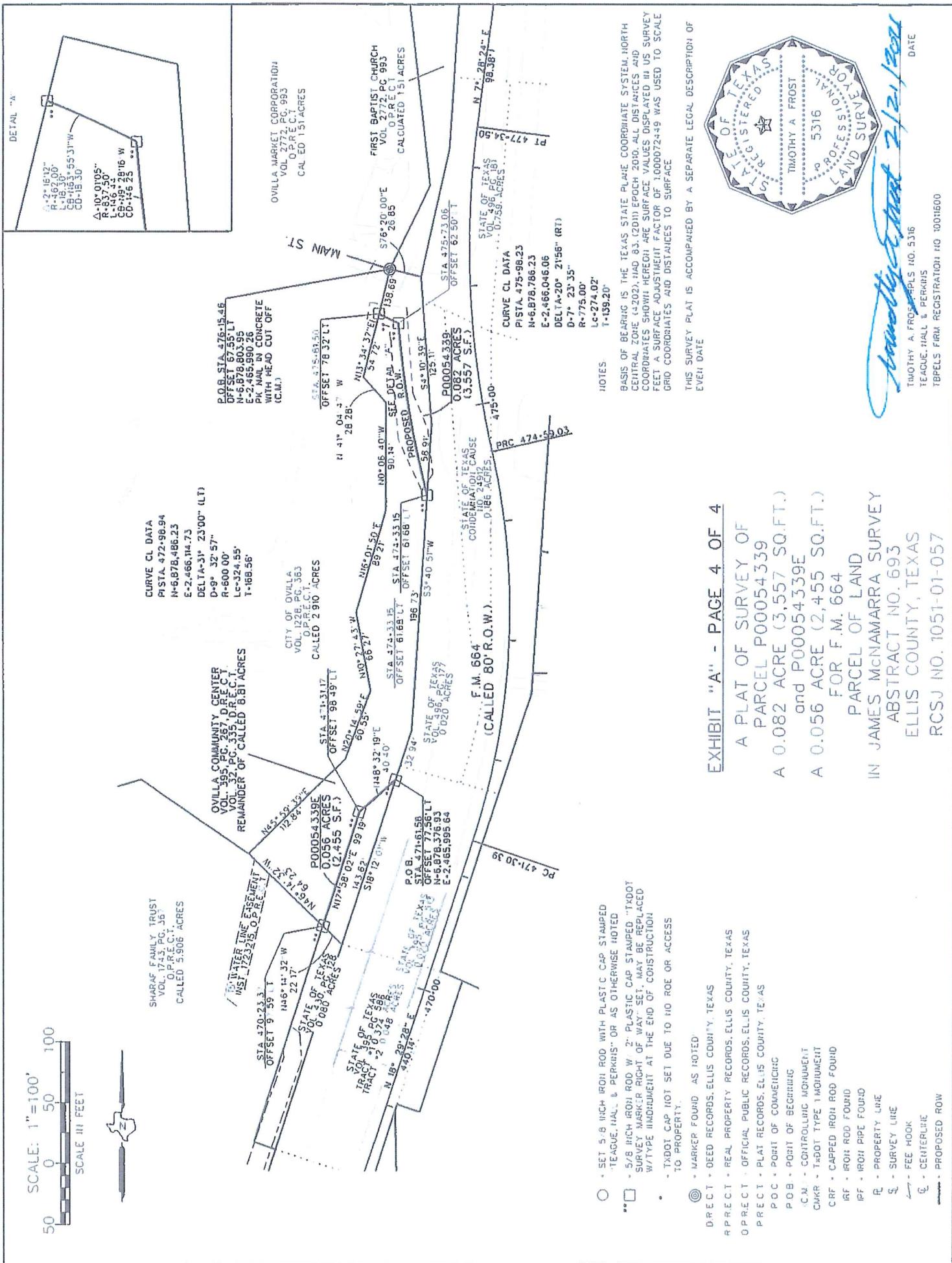
\*\* The monument described, and set may be replaced with the State's Type II right-of-way marker upon the completion of the construction project, under the supervision of a RPLS, either employed or retained by the State.

That I, Timothy A. Frost, a Registered Professional Land Surveyor, hereby certify that this legal description hereon and accompanying plat of even date represent an actual survey made on the ground under my supervision.

*Timothy A. Frost* 2/21/2021

Timothy A. Frost  
Texas Registered Professional Land Surveyor #5316  
Teague, Nall & Perkins  
5237 N. Riverside Drive, Suite 100  
Fort Worth, TX 76137  
TBPELS Firm Number 10011600





**Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.**



## **DRAINAGE EASEMENT FOR HIGHWAY PURPOSES**

**THE STATE OF TEXAS**

**§ ROW CSJ: 1051-01-057**

**COUNTY OF ELLIS**

**§ KNOW ALL MEN BY THESE PRESENTS:**

That, OVILLA COMMUNITY CENTER, INC., a voluntarily dissolved Texas non-profit corporation of the County of Ellis, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of FOUR THOUSAND TWO HUNDRED FIFTY THREE AND 00/100 Dollars (\$ 4,253.00) to Grantors in hand paid by the State of Texas, acting by and through the Texas Transportation Commission, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, do by these presents Grant, Bargain, Sell and Convey unto the State of Texas an easement in, along, upon and across the property which is situated in the County of Ellis, State of Texas, which is more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.

This easement conveyed herein is for the purpose of opening, constructing and maintaining a permanent channel or drainage easement in, along, upon and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which the State deems necessary.

And for the same consideration described above and upon the same conditions, the Grantors have this day granted and conveyed and by these presents do grant and convey unto the State of Texas any and all improvements presently existing upon the property described in said Exhibit "A"; SAVE and EXCEPT, NONE.

HOWEVER, it is expressly understood and agreed that Grantors are retaining title to the following improvements located on the aforesaid property, to wit: NONE.

Grantors covenant and agree to remove the above-described improvements from said land by the N/A day of N/A, N/A, subject, however, to such extensions of time as may be granted by the State in writing; and if, for any reason, Grantors fail or refuse to remove same within said period of time prescribed, then, without any further consideration, the title to all or any part of such improvements not so removed shall pass to and vest in the State of Texas forever.

As a part of the grant hereby made it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said channel or drainage easement may be removed from said premises by the State.

**TO HAVE AND TO HOLD** the premises described in Exhibit "A" for said purposes together with all and singular the rights, privileges and appurtenances thereto in any manner belonging, unto the State of Texas forever; and Grantor hereby binds itself, its heirs, successors or assigns, to Warrant and Forever Defend, all and singular, the said easement herein conveyed unto the State of Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

**IN WITNESS WHEREOF**, this instrument is executed on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

---

OVILLA COMMUNITY CENTER, INC.,  
a voluntarily dissolved Texas non-profit  
corporation representative

---

---

Printed Name

---

---

Title

---

**Corporate Acknowledgment**

State of Texas  
County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_

of OVILLA COMMUNITY CENTER, INC., a voluntarily dissolved Texas non-profit corporation, on behalf of said entity.

---

Notary Public's Signature

EXHIBIT "A"

County: Ellis  
Highway: F.M. 664  
R.O.W. CSJ: 1051-01-057  
CCSJ: 1051-01-052

Page | 1 of 4  
February 4, 2021

Parcel P00054339

Being a 0.082-acre (3,557 square foot) tract of land situated in Ellis County, Texas, in the James McNamarra Survey, Abstract No. 693, being part of a tract of land conveyed to Ovilla Community Center, recorded in Volume 395, Page 267 and Volume 32, Page 335, Deed Records, Ellis County, Texas, (D.R.E.C.T.) and being more particularly described by metes and bounds as follows:

**BEGINNING** at a found PK Nail with head cut off at the Northwest corner of said Ovilla Community Center tract and Northeast corner of a tract of land conveyed to City of Ovilla, recorded in Volume 1228, Page 363, Official Public Records, Ellis County, Texas (O.P.R.E.C.T.) at Station 476+15.46, 67.55 feet Left (N 6,878,803.95, E 2,465,990.26);

- 1) **THENCE** South 76 Degrees 20 Minutes 00 Seconds East, along the North line of said Ovilla Community Center tract and the centerline of Main Street, a distance of 26.85 feet to a point for the Northeast corner of said Ovilla Community Center tract and along the Existing West Right-of-Way line of F.M. 664 (called 80-foot R.O.W.) conveyed to State of Texas, recorded in Volume 496, Page 181 and Volume 496, Page 177, D.R.E.C.T.;
- 2) **THENCE** South 4 Degrees 10 Minutes 39 Seconds East, along the East line of said Ovilla Community Center tract and the Existing West Right-of-Way line of F.M. 664, a distance of 125.11 feet to a point;
- 3) **THENCE** South 3 Degrees 40 Minutes 51 Seconds West, along the East line of said Ovilla Community Center tract and the Existing West Right-of-Way line of F.M. 664, a distance of 58.91 feet to a set 5/8-inch iron rod with plastic cap stamped "TxDOT Survey Marker, Right of Way Monument" on the Proposed West Right-of-Way line of F.M. 664 at Station 474+33.15, 61.68 feet Left and the beginning of a curve to the Right;
- 4) **THENCE** along the Proposed West Right-of-Way line of F.M. 664 and said curve having a radius of 837.50 feet, a delta angle of 10 Degrees 01 Minutes 05 Seconds, an arc length of 146.44 feet, whose chord bears North 9 Degrees 28 Minutes 16 Seconds West, a distance of 146.25 feet to a set 5/8-inch iron rod with plastic cap stamped "TxDOT Survey Marker, Right of Way Monument" at Station 475+73.06, 62.50 feet Left and the beginning of a curve to the Left;
- 5) **THENCE** along the Proposed West Right-of-Way line of F.M. 664 and said curve having a radius of 462.00 feet, a delta angle of 2 Degrees 16 Minutes 12 Seconds, an arc length of 18.30 feet, whose chord bears North 63 Degrees 55 Minutes 31 Seconds West, a distance of 18.30 feet to a set 5/8-inch iron rod with plastic cap stamped "TxDOT Survey Marker, Right of Way Monument" at Station 475+81.50, 78.32 feet Left
- 6) **THENCE** North 13 Degrees 34 Minutes 37 Seconds East, along the West line of said Ovilla Community Center tract and the East line of said City of Ovilla tract, a distance of 38.69 feet to the **POINT OF BEGINNING**, containing 0.082 acres (3,557 feet) of land.

EXHIBIT "A"

County: Ellis  
Highway: F.M. 664  
R.O.W. CSJ: 1051-01-057  
CCSJ: 1051-01-052

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February 4, 2021

**Parcel P00054339E**

Being a 0.056-acre (2,455 square foot) easement situated in Ellis County, Texas, in the James McNamara Survey, Abstract No. 693, being part of a tract of land conveyed to Ovilla Community Center, recorded in Volume 395, Page 267 and Volume 32, Page 335, Deed Records, Ellis County, Texas, (D.R.E.C.T.) and being more particularly described by metes and bounds as follows:

**COMMENCING** at a found PK Nail with head cut off at the Northwest corner of said Ovilla Community Center tract and Northeast corner of a tract of land conveyed to City of Ovilla, recorded in Volume 1228, Page 363, Official Public Records, Ellis County, Texas (O.P.R.E.C.T.);

**THENCE** South 76 Degrees 20 Minutes 00 Seconds East, along the North line of said Ovilla Community Center tract and the centerline of Main Street, a distance of 26.85 feet to a point for the Northeast corner of said Ovilla Community Center tract and along the Existing West Right-of-Way line of F.M. 664 (called 80-foot R.O.W.) conveyed to State of Texas, recorded in Volume 496, Page 181 and Volume 496, Page 177, D.R.E.C.T.;

**THENCE** South 4 Degrees 10 Minutes 39 Seconds East, along the East line of said Ovilla Community Center tract and the Existing West Right-of-Way line of F.M. 664, a distance of 125.11 feet to a point;

**THENCE** South 3 Degrees 40 Minutes 51 Seconds West, along the East line of said Ovilla Community Center tract and the Existing West Right-of-Way line of F.M. 664, a distance of 255.63 feet to a point;

**THENCE** South 18 Degrees 12 Minutes 01 Seconds West, along the East line of said Ovilla Community Center tract and the Existing West Right-of-Way line of F.M. 664, a distance of 32.94 feet to a set 5/8-inch iron rod with plastic cap stamped "TxDOT Survey Marker, Right of Way Monument" on the Proposed Easement at Station 471+61.56, 77.56 feet Left and the **POINT OF BEGINNING** (N 6,878,376.93, E 2,465,995.64);

- 1) **THENCE** South 18 Degrees 12 Minutes 01 Seconds West, along the East line of said Ovilla Community Center tract and the Existing West Right-of-Way line of F.M. 664, a distance of 143.62 feet to a point for the Southeast corner of said Ovilla Community Center tract and the Northeast corner of a tract of land conveyed to Sharaf Family Trust, recorded in Volume 1743, Page 367, O.P.R.E.C.T.;
- 2) **THENCE** North 46 Degrees 14 Minutes 32 Seconds West, along the South line of said Ovilla Community Center tract and the North line of said Sharaf tract, a distance of 22.17 feet to a set 5/8-inch iron rod with plastic cap stamped "TxDOT Survey Marker, Right of Way Monument" on the Proposed Easement at Station 470+23.37, 97.59 feet Left;

EXHIBIT "A"

County: Ellis  
Highway: F.M. 664  
R.O.W. CSJ: 1051-01-057  
CCSJ: 1051-01-052

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February 4, 2021

- 3) THENCE North 17 Degrees 58 Minutes 02 Seconds East, along the Proposed Easement, a distance of 99.19 feet to a set 5/8-inch iron rod with plastic cap stamped "TxDOT Survey Marker, Right of Way Monument" on the Proposed Easement at Station 471+31.17, 98.49 feet Left;
- 4) THENCE North 48 Degrees 32 Minutes 19 Seconds East, along the Proposed Easement, a distance of 40.40 feet to the POINT OF BEGINNING, containing 0.056 acres (2,455 feet) of land.

Basis of Bearing is the Texas State Plane Coordinate System, North Central Zone (4202), NAD 83, (2011) Epoch 2010. All distances and coordinates shown hereon are surface values displayed in US Survey Feet. A Surface Adjustment Factor of 1.000072449 was used to scale grid coordinates and distances to surface.

Note: This legal description is accompanied by a survey plat of even date.

\* TxDOT cap not set due to no right-of-entry or access to property.

\*\* The monument described, and set may be replaced with the State's Type II right-of-way marker upon the completion of the construction project, under the supervision of a RPLS, either employed or retained by the State.

That I, Timothy A. Frost, a Registered Professional Land Surveyor, hereby certify that this legal description hereon and accompanying plat of even date represent an actual survey made on the ground under my supervision.

*Timothy A. Frost* 2/21/2021

Timothy A. Frost  
Texas Registered Professional Land Surveyor #5316  
Teague, Nall & Perkins  
5237 N. Riverside Drive, Suite 100  
Fort Worth, TX 76137  
TBPELS Firm Number 10011600







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

**STATE OF TEXAS**

**§**

**ROW CSJ: 1051-01-057**

**§**

**Parcel ID: P00054339 & P00054339E**

**COUNTY OF ELLIS**

**§**

**Project No.: N/A**

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 OVILLA COMMUNITY CENTER, INC., a voluntarily dissolved Texas non-profit 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. FM 664 (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 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 00/100 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

GRANTOR: OVILLA COMMUNITY CENTER, INC., a voluntarily dissolved Texas non-profit corporation

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

(if GRANTOR is an entity other than an individual person)

Date: \_\_\_\_\_

---

**Corporate Acknowledgment**

State of Texas

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_

of OVILLA COMMUNITY CENTER, INC., a voluntarily dissolved Texas non-profit 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: Jenifer Houdmann, Dallas District Right-of-Way Manager

Date:

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_\_, by

Jenifer Houdmann, the Dallas District Right-of-Way Manager of the Texas Department of Transportation, a state agency, on behalf of said agency.

---

Notary Public, State of Texas



# Application for Texas Identification Number

• See instructions on back

1. Is this a new account? <input type="checkbox"/> YES Mail Code 000 <input type="checkbox"/> NO Enter Mail Code _____		Agency number _____	
Complete Sections 1 - 5 Complete Sections 1, 2 & 5			
<b>Section 1</b>	2. Texas Identification Number (TIN) - Indicate the type of number you are providing to be used for your TIN <input type="checkbox"/> Employer Identification Number (EIN) (9 digits) <input type="checkbox"/> Social Security number (SSN) (9 digits) <input type="checkbox"/> Individual Taxpayer Identification Number (ITIN) (9 digits) <input type="checkbox"/> Comptroller's assigned number (FOR STATE AGENCY USE ONLY) (11 digits) <input type="checkbox"/> Current Texas Identification Number (FOR STATE AGENCY USE ONLY) (11 digits)		
	Enter the number indicated _____		
<b>Section 2</b>	3. Are you currently reporting any Texas tax to the Comptroller's office such as sales tax or franchise tax? <input type="checkbox"/> YES <input type="checkbox"/> NO		If "YES," enter Texas Taxpayer Number _____
	<b>Payee Information (Please type or print)</b>		
<b>Section 2</b>	4. Name of payee (Individual or business to be paid) _____		
	5. Mailing address where you want to receive payments _____		
	6. (Optional) _____		
	7. (Optional) _____		
	8. (Optional) _____		
	9. City _____	State _____	ZIP code _____
	10. Payee telephone number (Area code and number) _____	SIC code _____	Security type code _____ (0, 1, 2)
	Zone code _____		
<b>Section 3</b>	11. Ownership Codes - Check only one code by the appropriate ownership type that applies to you or your business.		
	<input type="checkbox"/> I - Individual Recipient (not owning a business) <input type="checkbox"/> L - Texas Limited Partnership: If checked, enter the Texas File Number _____		
	<input type="checkbox"/> S - Sole Ownership (Individual owning a business): If checked, enter the owner's name and Social Security number (SSN) Owner's name _____		
	<input type="checkbox"/> P - Partnership: If checked, enter two partner's names and Social Security numbers (SSN). If a partner is a corporation, use the corporation's Employer Identification Number (EIN). Name _____		
	SSN / ITIN (9 digits) _____		
	<input type="checkbox"/> N - Other: If checked, explain. _____		
	<input type="checkbox"/> O - Out-of-State Corporation		
	<input type="checkbox"/> G - Governmental Entity		
	<input type="checkbox"/> U - State agency / University		
	<input type="checkbox"/> F - Financial Institution		
	<input type="checkbox"/> R - Foreign (out of U.S.A.)		
	12. Payment Assignment? <input type="checkbox"/> YES <input type="checkbox"/> NO Note: A copy of the assignment agreement between payees must be attached.		
	Assignee name _____		
	Assignee TIN _____ Assignment date _____		
	<b>Section 4</b>	13. Comments _____	
14.  _____		Authorized signature (Applicant or authorized agent) _____ Date _____	
15. Agency name _____		Prepared by _____ Phone (Area code and number) _____	

# Application for Texas Identification Number Instructions

**GLENN HEGAR**

**TEXAS COMPTROLLER OF PUBLIC ACCOUNTS**

## Who Must Submit This Application

This application must be submitted by every person (sole owner, individual recipient, partnership, corporation or other organization) who intends to bill agencies of the state government for goods, services provided, refunds, public assistance, etc. When the application is processed by the state agency with which the applicant is conducting business, a Texas Identification Number (TIN) will be assigned and will be required on all maintenance and payment requests submitted by state agencies.

## For Assistance

For assistance in completing this application, contact the state agency from which the form was received or obtained. The applicant must return the completed application to the state agency with which the applicant is conducting business.

**Note to State Agencies:** When this form is used to set up additional mail codes after a TIN has been set up, Sections 1, 2 and 5 must be completed. See FMX's [TexPayment Resource](#) (TPR) for additional information. Call Payment Services at 512-936-8138 or by email at [tins.mail@cpa.texas.gov](mailto:tins.mail@cpa.texas.gov) if your agency has questions about the TPR requirements and/or needs assistance for their payees in completing the application or with processing the form.

## General Instructions

- Do not use dashes when entering the 9-digit Employer Identification Number (EIN), Social Security number (SSN), or Individual Taxpayer Identification Number (ITIN).
- Disclosure of your Social Security number is required. This disclosure requirement has been adopted under the Federal Privacy Act of 1974 (5 U.S.C.A. sec. 552a(note)(West 1977), the Tax Reform Act of 1976 (42 U.S.C.A. sec. 405(c)(2)(C) (West 1992), TEX. GOVT. CODE ANN. sec. 403.055 (Vernon 2005) and TEX. GOVT. CODE ANN. sec. 403.056 (Vernon 2005). Your Social Security number will be used to help the Texas Comptroller of Public Accounts administer the state's tax laws and for other purposes. See Op Tex. Atty Gen. No. H-1255 (1978).

## Specific Instructions

Item 1: Is this a new account?

Select YES if the applicant has never received a payment from a Texas state agency and does not have an assigned TIN.

Select NO if the applicant has received payments from a Texas state agency and already has an assigned TIN.

Mail Code / Agency number – Will be entered by the state agency that processes the application.

### Section 1 — Texas Identification Number

**EIN:** For all ownership codes other than Individual Recipient listed in Section 3, enter a 9-digit Employer Identification Number (EIN) issued by the Internal Revenue Service (IRS).

**SSN:** For individuals or sole owners who choose not to apply with their EIN, enter your 9-digit Social Security number (SSN) issued by the Social Security Administration.

**ITIN:** For individuals who do not qualify for an SSN, enter your 9-digit Individual Taxpayer Identification Number (ITIN) issued by the IRS.

**Comptroller Assigned Number (FOR STATE AGENCY USE ONLY):** This 11-digit Comptroller-assigned number is provided to a state agency that needs to pay a foreign entity or a foreign individual who does not have an EIN, SSN or ITIN.

**Current Texas Identification Number (FOR STATE AGENCY USE ONLY):** The 11-digit current Comptroller-assigned TIN.

### Section 2 — Payee Information

Items 4-8: Enter the complete name and mailing address where payments are to be received. Names of individuals must be entered first name first, middle initial (if applicable), last name, suffix (if applicable). The name must not include a period (.), comma (,) or percent sign (%). Each line cannot exceed 50 characters including spaces. If the name is more than 50 characters, continue the name in Item 5 and begin the address in Item 6.

Item 9: Enter the city, state and ZIP code.

Item 10: Enter the payee telephone number.

**SIC code / Security type code / Zone code** – These fields will be completed by the state agency that will process the application.

### Section 3 — Ownership Codes

Item 11: Check the box next to the appropriate ownership code and enter additional information requested by the selected code. Check only one box in this section. The Texas Secretary of State's office may be contacted at 512-463-5555 for information regarding Texas File Number required for codes L, T, A and C.

### Section 4 — Payment Assignment

Item 12: Select YES if the payee is assigning its payments to a third party and the state agency that will process the application has approved the assignment request. Also, complete the following:

- **Assignee name:** Provide the assignee's name as listed on the assignment agreement. **A copy of the agreement must be attached.**
- **Assignee TIN:** Provide the assignee's EIN if it is a business entity or an SSN or ITIN for an individual.
- **Assignment date:** Provide the date the assignment agreement was signed.

Select NO if the payee is not assigning its payments to a third party.

### Section 5 — Comments and Identification

Item 13: Enter any additional information that may be helpful in processing this application. Items 14 and 15 are for identification purposes. Always complete the identification section, including comments and authorized signature.

Item 14: Authorized signature and Date. Sign the application, as required by the state agency that will process the form. Enter the date signed.

Item 15: Agency name, Prepared by, Phone: Will be entered by the state agency that will process the application.

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type.  
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number		
<input type="text"/>	<input type="text"/>	<input type="text"/>
-		
<input type="text"/>	<input type="text"/>	<input type="text"/>
-		
or		
Employer identification number		
<input type="text"/>	<input type="text"/>	<input type="text"/>
-		
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>		

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The actual owner <sup>1</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The owner <sup>3</sup>
	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.



## Information About Brokerage Services

*Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.*

### TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

### A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

### A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

**AS AGENT FOR OWNER (SELLER/LANDLORD):** The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

**AS AGENT FOR BUYER/TENANT:** The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

**AS AGENT FOR BOTH - INTERMEDIARY:** To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction;
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

**AS SUBAGENT:** A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

### TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

**LICENSE HOLDER CONTACT INFORMATION:** This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

<b>Crumpler Group</b>	<b>0502860</b>	<b>david@crumplergroup.com</b>	<b>(817)845-9905</b>
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
<b>David Crumpler</b>	<b>050286</b>	<b>david@crumplergroup.com</b>	<b>(817)845-9905</b>
Designated Broker of Firm	License No.	Email	Phone
<b>David Crumpler</b>	<b>0502860</b>	<b>david@crumplergroup.com</b>	<b>(817)845-9905</b>
Licensed Supervisor of Sales Agent/Associate	License No.	Email	Phone
<b>Terry Beck</b>	<b>0667178</b>	<b>terrybeck24@gmail.com</b>	<b>(817)229-5054</b>
Sales Agent/Associate's Name	License No.	Email	Phone
Buyer/Tenant/Seller/Landlord Initials		Date	

Regulated by the Texas Real Estate Commission

TXR-2501

Crumpler Group, 233 Circleview Drive N Hurst TX 76054  
Terry Beck

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IABS 1-0 Date

702 N Tennessee St

Phone: 8172295054 Fax:

## ACKNOWLEDGMENT OF RECEIPT OF APPRAISAL REPORT

County: Ellis

District: Dallas

Federal Project No.: N/A

Parcel No.: P00054339 & P00054339E

ROW CSJ No.: 1051-01-057

Highway: FM 664

I, OVILLA COMMUNITY CENTER, INC., a voluntarily dissolved Texas non-profit corporation hereby acknowledge receipt on \_\_\_\_\_ of a copy of an appraisal report prepared by Christi Boyd Glendinning, MAI dated November 11, 2021, related to the above parcel. I acknowledge that this appraisal report is subject to the copyright laws of the United States and that any republication or redisclosure is prohibited without the express written consent of the Texas Department of Transportation.

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Signature of Owner(s)

---

Date

---

Signature of Owner(s)

---

Date



REAL ESTATE APPRAISAL REPORT  
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: SWC of W. Main St. and FM 664 (Ovilla Rd.), Ovilla, TX

District: Dallas

Property Owner: Ovilla Community Center, Inc. (per title commitment)

Parcel: P00054339 & (E)

Address of Property Owner: 105 Cockrell Hill Rd. Suite 2, Ovilla, Tx 75154 (mailing, per ECAD)

ROW CSJ: 1051-01-057

Occupant's Name: City of Ovilla – in common use with Heritage Park

Federal Project No: N/A

Whole:  Partial:  Acquisition

Highway: FM 664

County: Ellis

**Purpose of the Appraisal**

The purpose of this appraisal is to estimate the market value of the fee simple estate to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas, and sulphur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

**Market Value**

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires to sell, but is not obliged to sell, and is bought by one who desires to buy, but is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future." City of Austin v. Cannizzo, 267 S.W. 2d 808 (Tex 1954).

**Certificate of Appraiser**

I hereby certify:

That it is my opinion the total compensation for the acquisition of the herein described property is \$27,861 as of November 8, 2021, based upon my independent appraisal and the exercise of my professional judgment;

On November 5, 2021, November 8, 2021 and other dates, I personally inspected in the field the property herein appraised. The property owner's representatives responded to our certified correspondence and were present during our November 8, 2021 inspection;

That the comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report, and were inspected on the dates shown on the comparable data supplement sheets;

That I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the client until authorized by the client to do so, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified to such findings;

That my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82<sup>nd</sup> Regular Legislative Session and finds as follows:

1. Is there a denial of direct access on this parcel? No
2. If so, is the denial of direct access material? No
3. The lack of any access or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of 0.

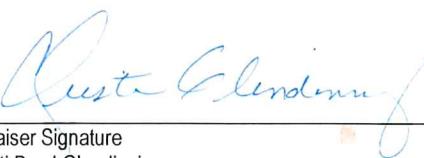
I certify to the best of my knowledge and belief:

That the statements of fact contained in this report are true and correct;

That the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions;

That I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved;

That my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to the physical deterioration within the reasonable control of the owner, has been disregarded in estimating the compensation for the property.

  
Appraiser Signature  
Christi Boyd Glendinning  
Certification Number  
TX-1321645-G  
November 11, 2021

To the best of my knowledge, the value does not include any items which are not compensable under State law.

  
Reviewing Appraiser  
Marlin M. Blake  
11-15-2021  
Date



## USPAP REQUIREMENTS AND SALIENT FACTS

### PURPOSE OF THE APPRAISAL

The purpose of this report is stated on page one. The report is in compliance with the requirements of the Uniform Standards of Professional Appraisal Practice and the Code of Ethics of the Appraisal Institute. The report is also prepared in accordance with the guidelines promulgated by the Texas Department of Transportation.

### CLIENT/INTENDED USERS

The client and intended user is the Texas Department of Transportation (TxDOT) and its authorized representatives.

### INTENDED USE

The intended use of this report is for decision-making purposes by the client and intended users in connection with the prospective acquisition. The appraiser is not responsible for unauthorized use of this report.

### DEFINITIONS

A Fee Simple Estate is definable as "absolute ownership, unencumbered by another interest or estate, and subject only to the limitations of eminent domain, escheat, police power, or taxation. An Easement estate is defined as "an interest in real property that conveys use, but not ownership, of a portion of an owner's property." Market Value is defined on page one.

### EFFECTIVE DATE OF THE APPRAISAL

The subject property is appraised as of November 8, 2021, and is subject to the market influences and economic conditions which existed on that date. The subject property was inspected on November 5, 2021, November 8, 2021 and other dates. The comparable sales were inspected on the dates indicated on the comparable sales supplement data sheets.

### PROPERTY IDENTIFICATION

The subject property is land underlying a creek that is under common use with Heritage Park, a City of Ovilla public park, located on the southwest corner of W. Main St. and FM 664 within the city limits of Ovilla.

### WHOLE PROPERTY SIZE

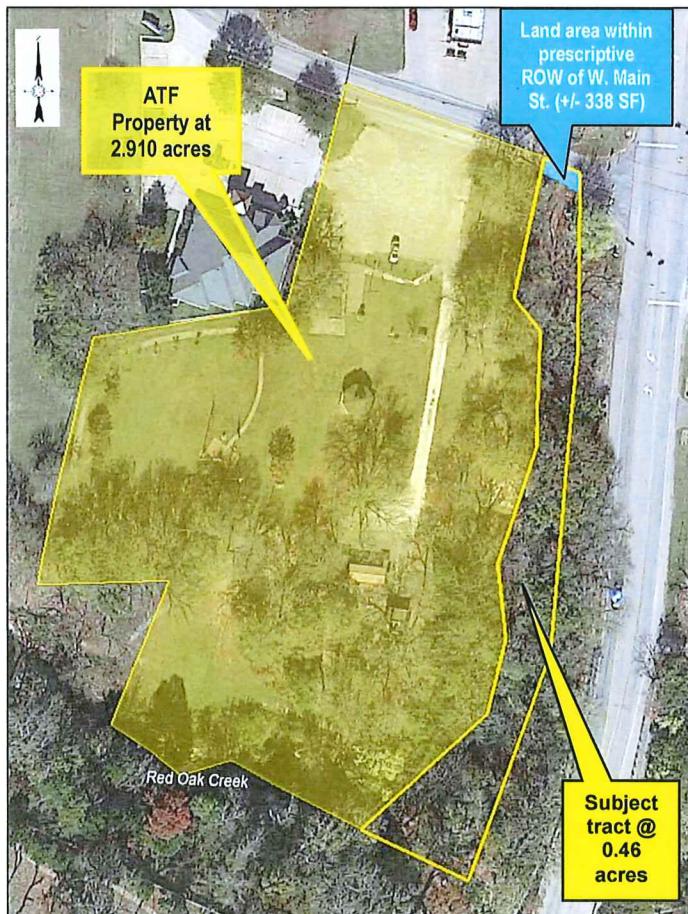
Ellis County Appraisal District records show the subject to be a portion of the adjacent city park property (Parcel P00054255 on this project). The conveyance deed states the property is a remainder of a larger tract, however, it does not state a whole property size for the subject as surveyed by TxDOT. Therefore, we have measured the property aerially to be 0.46 acres, or 20,182 SF which, for purposes of this appraisal, will be used as the subject whole property size.

The TxDOT survey shows a portion of the property's north boundary to be located within the W. Main St. prescriptive right of way (roadway) and comprises approximately 338 SF (as measured aerially). This portion of the whole property has limited use to the owner.

As the subject property's irregular shape and small size would prohibit development on its own, the property will be valued using the across-the-fence (ATF) method. An across-the-fence tract is identified and valued in combination with the subject parcel, via market comparison, as though the combined property is vacant and available for sale.

### ATF Property

The 2.910-acre (126,760 SF) tract abutting the subject property to the west is a viable ATF property. The ATF property's size and shape are based on that tract's whole size as stated in its appraisal (Parcel P00054255 on this project).



### Combined Property

The combined tract will consist of the 0.46 acre (20,182 SF) subject tract and the 2.910 acre (126,760 SF) across the fence tract (ATF) for a calculated **combined tract of 3.37 acres, or 146,942 SF**. See illustration above.

## USPAP REQUIREMENTS AND SALIENT FACTS

### OWNERSHIP HISTORY

According to the title documents provided by the client, ownership of the subject property is vested in Ovilla Community Center, Inc. and indicate it to be conveyed between related parties in 1992. The previous conveyance dates to 1948. No transfers of the property have occurred within the five-year period preceding this report.

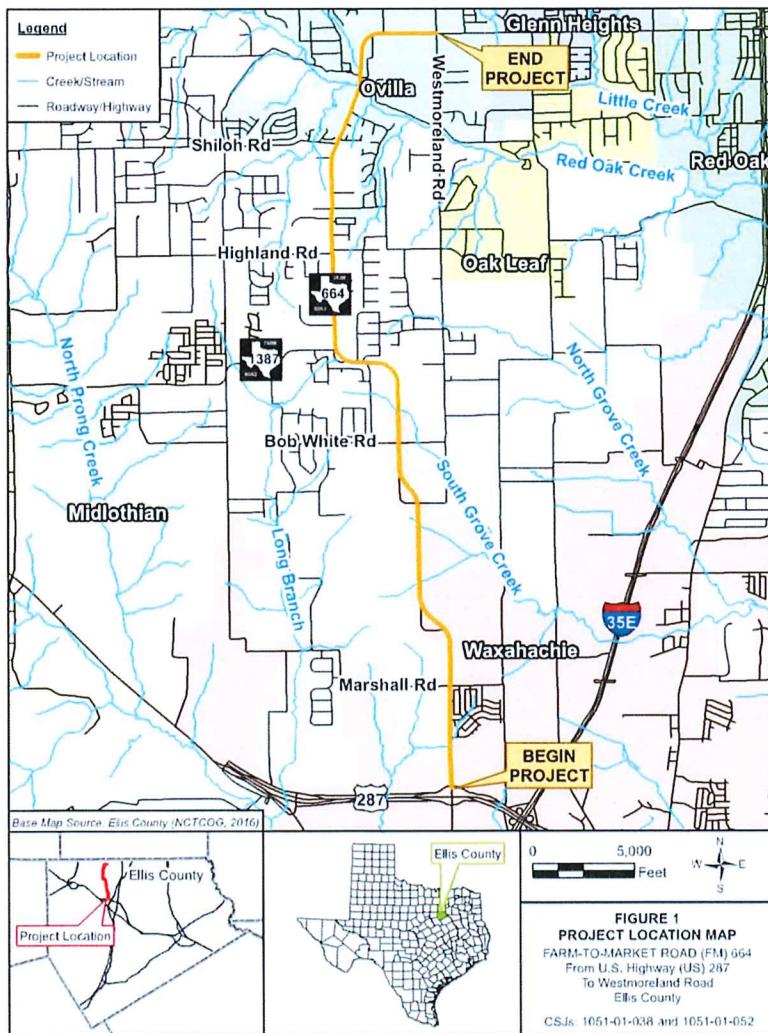
### ACQUISITIONS

The two proposed acquisitions are in fee simple and easement estate. The fee simple right of way acquisition comprises 0.082 acres or 3,557 SF, of which 338 SF lies within the prescriptive right of way of W. Main St., and is located in the northern portion of the tract. The easement acquisition comprises 0.056 acres, or 2,455 SF and is located in the southern portion of the property along the site's FM 664 boundary and underlies mostly a depressed creek area near the FM 664 bridge. The acquisitions comprise land and site improvements including monument signage.

*There are also native trees and vegetation within the acquisition area. The value of the native trees and vegetation is considered inherent in the value of the underlying land and thus considered non-compensable as separate items.*

### RIGHT OF WAY PROJECT

The State of Texas seeks to acquire the parcel for right-of-way for the 8.08 mile FM 664 road widening from US 287 to Westmoreland Road. The proposed project consists of the reconstruction, realigning, and widening of FM 664. Improvements would include the expansion of the current 2-lane rural roadway to a 4-lane urban roadway (ultimate 6-lanes) with a raised median to provide additional capacity and improve safety. Improvements would consist of 12-foot wide travel lanes, and 14-foot wide outside shared-use lanes, sidewalks with American Disabilities Act (ADA) curb ramps in both directions.



## USPAP REQUIREMENTS AND SALIENT FACTS

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### SCOPE OF THE APPRAISAL/APPRaisal PROCEDURE

To perform this assignment, we took the following steps in developing our appraisal:

- Afforded the property owner the opportunity to accompany me at the time of the inspection. The owner's representatives (city officials) were present during the November 8, 2021 inspection. .
- Physically inspected the subject property and surrounding market area.
- Collected factual information about the property and the market area. Research was done in order to ascertain the impact of all relevant public and private improvements existing and planned for the immediate area.
- Performed a highest and best use analysis of the whole property.
- Gathered market information on comparable sales. The comparable sales information was confirmed with at least one of the parties to the transaction.
- Analyzed the market data and developed indications of value under the applicable approaches to value for a credible assignment result. The market information was analyzed for an appraisal of the Whole Property, the Part to be Acquired and the value of the Remainder Before and Remainder After the acquisition. This analysis is based on a partial acquisition in which the owner will continue to have ownership in the remaining property.
- For the purpose of this analysis the Sales Comparison Approach will be developed in order to estimate a value for the subject's underlying land area. The Cost Approach is developed to estimate the value of the impacted site improvements only. As the subject property is vacant land, the Sales Comparison and Income Approaches for improved properties are not developed.
- Partitioned the Whole Property value opinion between the Part to be Acquired and the Remainder Before the acquisition. The Part to be Acquired and Remainder Before estimates are prorated allocations of the whole property.
- Performed a highest and best use analysis on the Part to be Acquired.
- Performed a highest and best use analysis on the Remainder After with consideration to the impact on the residual property as a result of the proposed acquisition. If necessary, the cost to cure and restore the functional utility of the Remainder After was estimated.
- Developed an estimate of the total compensation due to the owner of the property as the result of a proposed acquisition by summation of the Part to be Acquired, any damages to the remainder and any costs to cure. Damages, if any, are calculated based on the difference in the value opinion for the Remainder Before and Remainder After.
- Prepared an appraisal report summarizing our analyses, opinions and conclusions.

The report is prepared in compliance with the requirements of the Uniform Standards of Professional Appraisal Practice and the Code of Ethics of the Appraisal Institute. The report is also prepared in accordance with the guidelines promulgated by the Texas Department of Transportation.

## USPAP REQUIREMENTS AND SALIENT FACTS

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### PERSONAL PROPERTY AND TRADE FIXTURES

The estimate of compensation in this report is for real property interest, or real estate which includes the physical land and improvements attached to the land. This report does not include a value estimate for personal property or trade fixtures (see Cost Approach). **Items of personal property observed within the acquisition area include, but are not limited to, a movable bench, trash receptacle and small wood pallet-type foot bridge that is not affixed to the terrain.** It is assumed (see below) that a commemorative pole sign and decorations, as well as the large foot bridge spanning the creek, are not located within the acquisition area.

### APPRAISAL REPORT

This is an Appraisal Report that is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice for an Appraisal Report. As such, it presents summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value.

### DISCLAIMERS

An environmental study covering the subject is not available. No environmental hazards are readily notable from our inspection. This is not, however, a guarantee that environmental concerns do not exist. All previous uses of the site are not known. The subject is appraised predicated on the absence of environmental hazards. The conclusions of this appraisal report would be materially changed if detrimental environmental conditions were associated with the subject.

### EXTRAORDINARY ASSUMPTIONS/HYPOTHETICAL CONDITIONS

The Uniform Standards of Professional Appraisal Practice require the disclosure of hypothetical conditions and extraordinary assumptions when employed in the development of an appraisal.

As defined in the Uniform Standards of Professional Appraisal Practice, a **hypothetical condition** is "that which is contrary to what exists but is supposed for the purpose of analysis."

The subject is appraised conditioned upon the following:

It is the policy of the Texas Department of Transportation that the appraisal of rights-of-way exclude the effect on value, if any, that a proposed public improvement may have on the whole property and the part to be acquired; and the appraisal of the remainder property must include the effects of the part acquired and the public project, except that those elements that are considered non-compensable are excluded from the remainder analysis.

As defined in the Uniform Standards of Professional Appraisal Practice, an **extraordinary assumption** is "an assumption, directly related to a specific assignment, which if found to be false, could alter the appraiser's opinions or conclusions."

It is assumed the State of Texas will, where necessary, and without burden to the subject owner, negotiate the successful movement of any non-landowner items that are situated within the acquisition area, such as utility lines and appurtenances.

The subject has frontage along W. Main St. and FM 664 (Ovilla Rd.) Adequate access to the subject is assumed legally available via these roadways as of the appraisal date. Upon development of the property, curb cuts, or specific access points for ingress and egress, would be subject to the control of the Texas Department of Transportation, City of Ovilla or Ellis County.

Our analysis is based on the size and location of the acquisitions as shown on the acquisition surveys provided in order to estimate potential impacts to the property. The portion of the property estimated to be in the prescriptive right of way was measured aerially. Any changes, updates or errors in the survey provided could result in changes to the value estimates.

With regard to drainage, it is the appraisers' understanding that the Texas Department of Transportation has employed the appropriate engineering professionals to ensure that drainage to the remainder property is adequate. It is our understanding that the Texas Department of Transportation handles any potential additional water runoff within facilities obtained within and for the additional right of way. With that in mind, this appraisal report assumes that improvements to the roadway adjacent to the subject property will not negatively impact drainage of the site. The appraisers do not have expertise in hydraulic engineering and cannot comment on specifics as they relate to future drainage plans.

It is an Extraordinary Assumption of this appraisal that the large footbridge spanning the creek, as well as a commemorative pole sign and its decorations are not impacted by the acquisition. It is further assumed that other roadway signs and other pole signs appear to be located in the public right of way and are not valued in this appraisal.

The use of the above hypothetical conditions and extraordinary assumptions might have affected the assignment results.

## PHOTOGRAPHS OF SUBJECT PROPERTY

Parcel No.: P00054339 & (E)

Date Taken: November 8, 2021

1. Point from which taken: Near subject's NWC

Local Address: SWC of W. Main St. and FM 664, Ovilla TX

Taken By: AW Glendinning for Christi Glendinning

Looking: East across acquisition area; W. Main St. on left, FM 664 beyond



2. Point from which taken: Subject's NEC

Looking: West across acquisition area and subject's W. Main St. boundary



### PHOTOGRAPHS OF SUBJECT PROPERTY

Parcel No.: P00054339 & (E)

Date Taken: November 8, 2021

3. Point from which taken: Subject's northern FM 664 frontage

Local Address: SWC of W. Main St. and FM 664, Ovilla TX

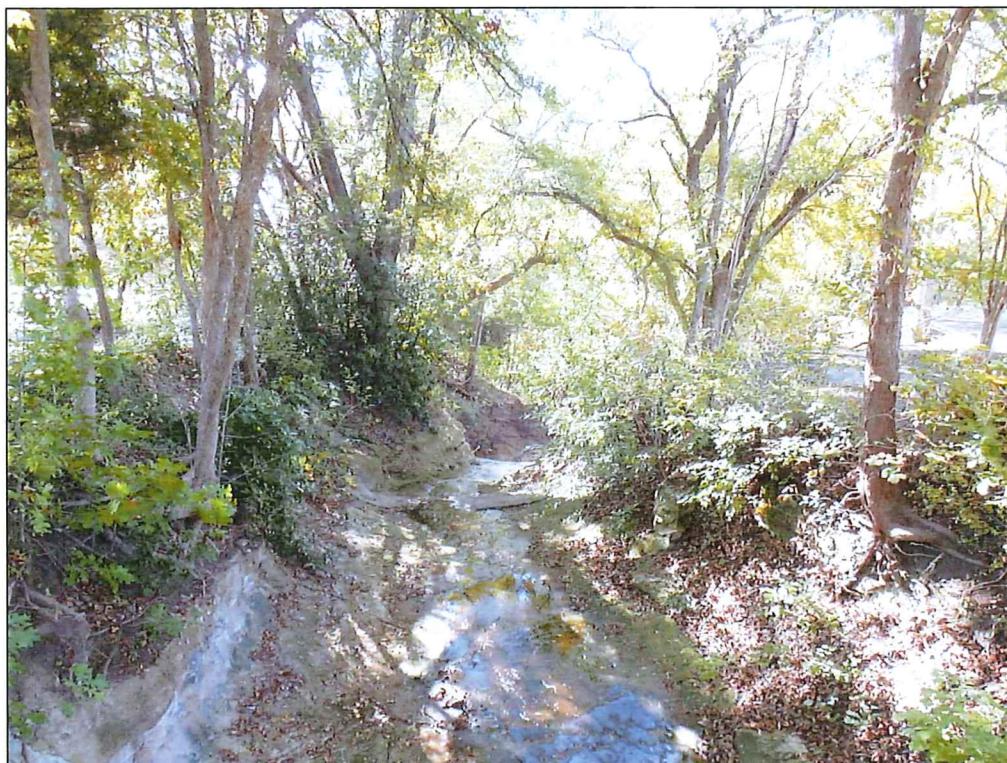
Taken By: AW Glendinning for Christi Glendinning

Looking: North along acquisition area; W. Main St. beyond and FM 664 on right



4. Point from which taken: Subject's north portion

Looking: South along creek; FM 664 on left, ATF park property on right



### PHOTOGRAPHS OF SUBJECT PROPERTY

Parcel No.: P00054339 & (E)

Date Taken: November 8, 2021

5. Point from which taken: South terminus of fee simple acquisition

Local Address: SWC of W. Main St. and FM 664, Ovilla TX

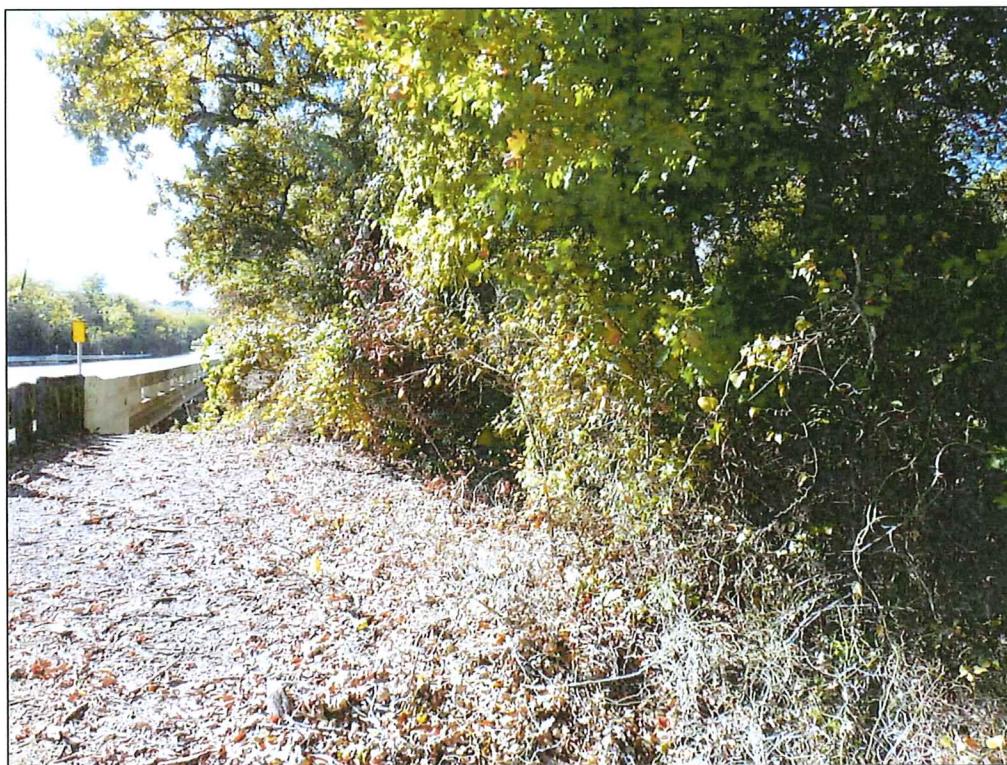
Taken By: Christi Glendinning

Looking: North along acquisition; FM 664 on right, W. Main St. beyond



6. Point from which taken: Southern portion of property

Looking: Easement area toward subject's south boundary



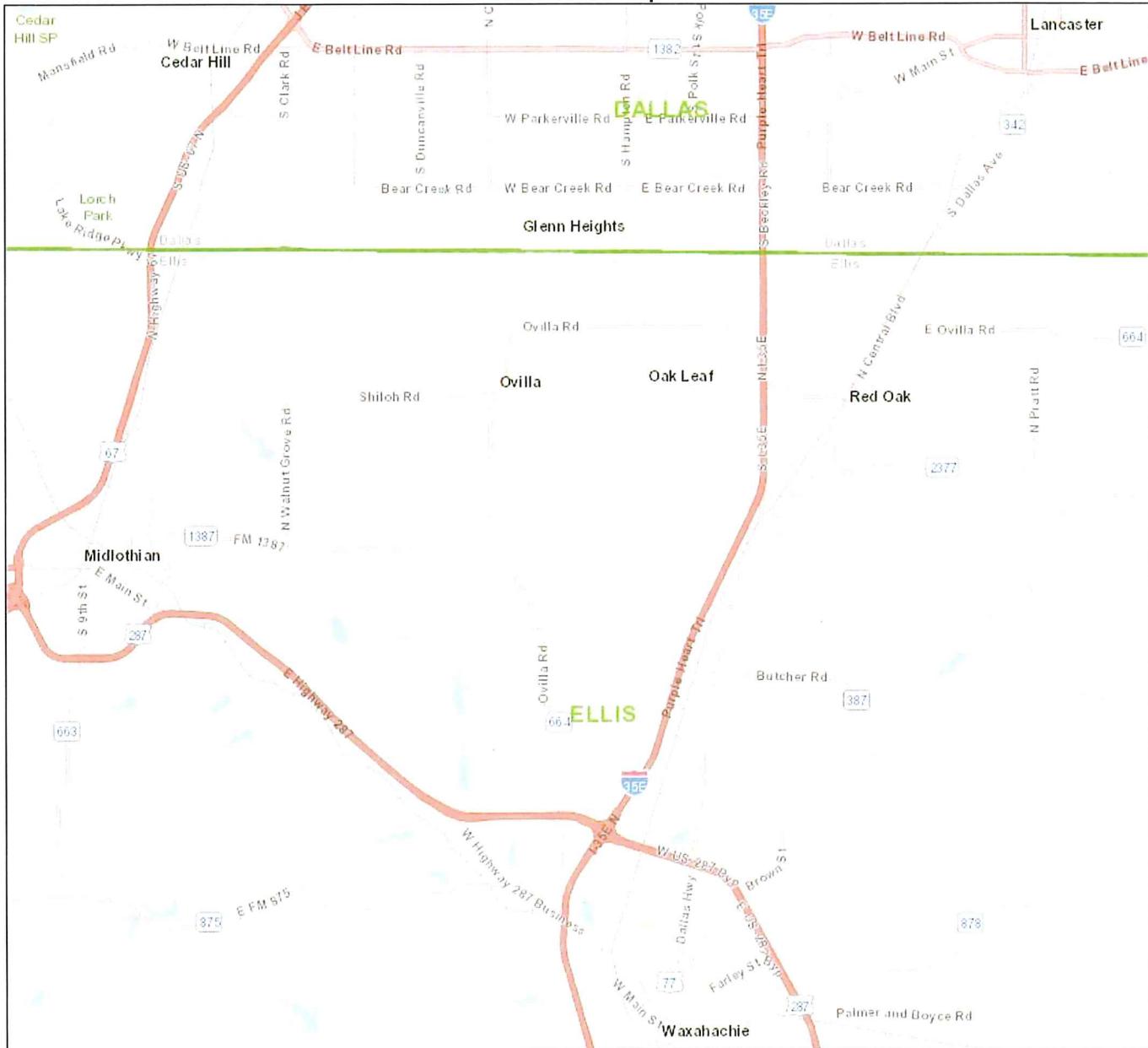
## MARKET AREA ANALYSIS

## MARKET AREA BOUNDARIES AND INFLUENCES

The subject's market area is rural to suburban in nature and is primarily comprised of the city of Ovilla, portions of the cities of Waxahachie, Midlothian, Red Oak, Cedar Hill, Glenn Heights, DeSoto and unincorporated Ellis County. The area is generally bordered by FM 1382 to the north, FM 342 to the east, US 67 to the west and FM 875 to the south. Overall, access to the market area is good.

IH-35E, US 287 and US 67 are the main traffic arteries to and from the market area. IH-35E runs north and south in the eastern portion of the market area, US 67 runs northeast to southwest in the central portion of the market area and US 287 runs northwest to southeast through the southern portion of the market area. Other notable thoroughfares are US 77, FM 1387, FM 664/Ovilla Road, Bear Creek Road, Walnut Grove Road, Shiloh Road, Belt Line Road, Broad Street and FM 875.

## Market Area Map



## MARKET AREA INFLUENCES

When analyzing value influences, the forces that influence value are important in market area analysis. The market area analysis focuses on the four forces – economic, environmental, social and governmental.

## MARKET AREA ANALYSIS

### Economic Influences

Economic characteristics are *income levels, owner occupancy, property values and trends, vacancy rates, amount of development and construction*.

The median, average and per capita income levels for the areas within a one, three and five-mile radius of the intersection of FM 1387 and FM 664/Ovilla Road are summarized in the chart to the right and trends for the market area are summarized in the chart below.

	1 mile	3 miles	5 miles
<b>Mortgage Income</b>			
2020 Percent of Income for Mortgage	9.6%	9.7%	9.8%
<b>Median Household Income</b>			
2020 Median Household Income	\$106,453	\$114,269	\$102,206
2025 Median Household Income	\$110,005	\$118,115	\$105,507
2020-2025 Annual Rate	0.66%	0.66%	0.64%
<b>Average Household Income</b>			
2020 Average Household Income	\$117,690	\$131,524	\$117,255
2025 Average Household Income	\$128,148	\$142,379	\$127,555
2020-2025 Annual Rate	1.72%	1.60%	1.70%
<b>Per Capita Income</b>			
2020 Per Capita Income	\$36,624	\$42,464	\$38,014
2025 Per Capita Income	\$39,856	\$45,907	\$41,287
2020-2025 Annual Rate	1.71%	1.57%	1.67%

The housing unit levels and overall development trends are summarized in the chart below.

<b>Housing Unit Summary</b>			
2000 Housing Units	243	1,694	7,005
Owner Occupied Housing Units	94.2%	92.6%	84.9%
Renter Occupied Housing Units	4.9%	5.4%	11.3%
Vacant Housing Units	0.8%	2.1%	3.8%
2010 Housing Units	703	3,238	11,393
Owner Occupied Housing Units	89.3%	89.4%	83.5%
Renter Occupied Housing Units	7.5%	6.9%	12.0%
Vacant Housing Units	3.1%	3.8%	4.5%
2020 Housing Units	1,029	4,606	15,829
Owner Occupied Housing Units	92.7%	92.9%	86.6%
Renter Occupied Housing Units	5.1%	4.9%	10.7%
Vacant Housing Units	2.2%	2.2%	2.8%
2025 Housing Units	1,184	5,139	18,102
Owner Occupied Housing Units	92.1%	92.2%	86.3%
Renter Occupied Housing Units	5.2%	4.9%	10.5%
Vacant Housing Units	2.8%	2.8%	3.2%

<b>Development Stage</b>	<i>Rural to Suburban</i>
<b>Growth Rate</b>	<i>Steady to Increasing</i>
<b>Property Values</b>	<i>Increasing</i>

Land uses within the market area include a variety of districts and uses, with the predominant use being residential, with commercial and retail along the major thoroughfares.

### ***Housing/Residential Development***

The market area supports a growing residential community that offers a variety of housing options for homebuyers and renters. Many new residential communities are under development in Ovilla and the surrounding areas.

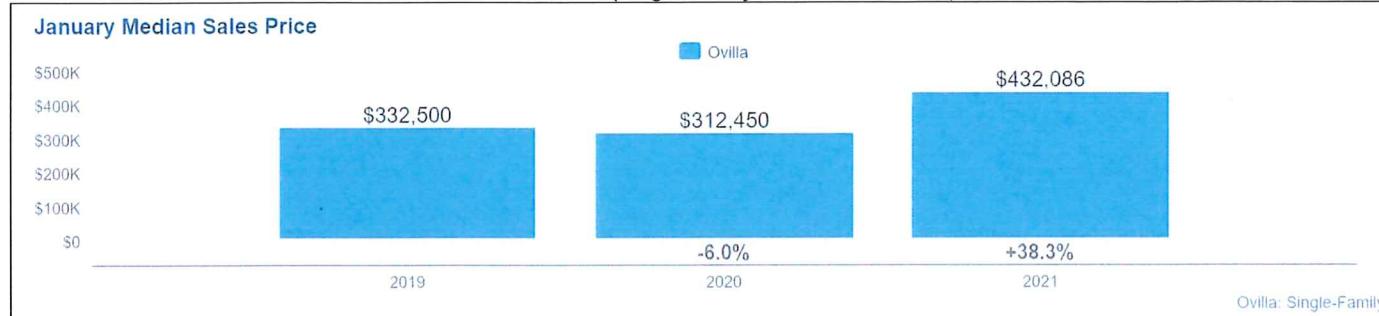
Single-family residential developments include Stone Creek, Villages of Charleston, Harmony, Bob White Estates, Bryson Springs, Kensington, Meadows at Longbranch, Covington Crossing, Oxford Ranch, McAlpin Manor Estates, Settler's Glen, Remington Ranch, Massey Meadows, Bryson Springs, Legacy Estates, Horseshoe Meadows, Somercrest Estates, The Enclave, Magnolia Meadows and Windermere Estates.

## MARKET AREA ANALYSIS

Most of the multi-family developments in the market area are located in Waxahachie, DeSoto, Glenn Heights, Red Oak and Cedar Hill. Some of these include The Palladium Glenn Heights, Red Oak Town Village, South Meadows, Huntington Ridge, DeSoto Ranch Apartments, Pebble Creek Apartments, Timber Oaks Apartments, and Blue Lake Villas Apartments, Bridgepoint and Oxford At Crossroads Centre.

The historical MLS data in the following charts illustrate the area's growth and value trends.

### CITY OF OVILLA (Single-Family Median Sales Price)



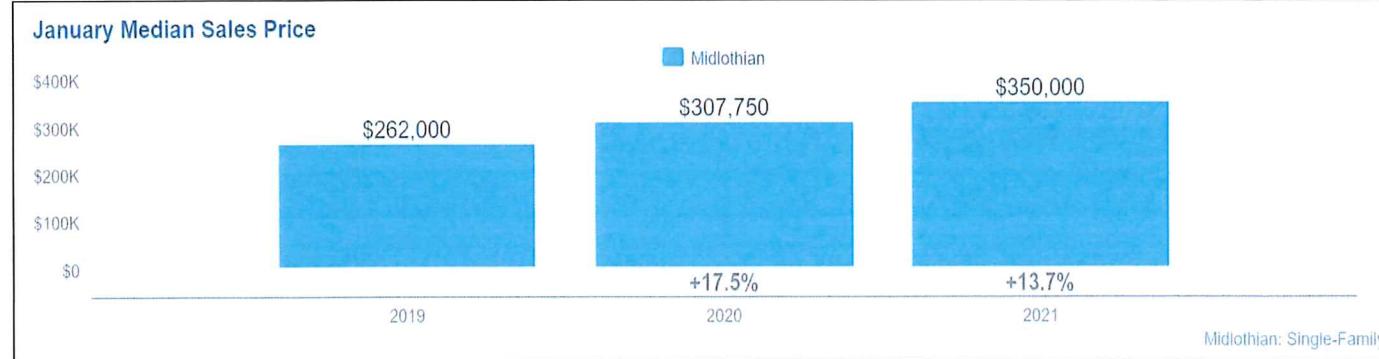
### CITY OF WAXAHACHIE (Single-Family Median Sales Price)



### CITY OF CEDAR HILL (Single-Family Median Sales Price)



### CITY OF MIDLOTHIAN (Single-Family Median Sales Price)



## MARKET AREA ANALYSIS

### *Commercial/Retail Development*

Most retail development in the market area is concentrated along FM 664 in Ovilla & Red Oak, US 287, US 67 and along IH-35.

One of the newer retail developments is Midlothian Towne Crossing, a 53-acre retail development that features a Kroger Marketplace, Ross Dress for Less, Burk's Outlet, Petco, Ulta, Jo-Ann Fabrics, Famous Footwear and several perimeter restaurants and retailers such as Panda Express and Quick Trip.



Red Oak has numerous retail and commercial developments along FM 664, most notably at the northeast and southeast corners of Interstate 35E and FM 664. Most of this development surrounds the Walmart Supercenter (north) and Brookshire Grocery (south) includes several new restaurants and small retail centers. Additional retail developments in Red Oak are the Red Oak Buckskin Center and the Red Oak Depot.

Other retail developments in the market area include the Walmart Supercenter to the west along US 67, Midlothian Plaza, Midlothian Crossing, Waxahachie Crossing, Waxahachie Towne Center and Hillside Village in Cedar Hill.

#### Waxahachie Town Center

Waxahachie Town Center located near US 287 and US 77 was opened in 2004 and is home to national retailers such as Lowe's, Target and Belk. This shopping destination contains around 405,785 square feet of gross leasable area.



#### Waxahachie Crossing

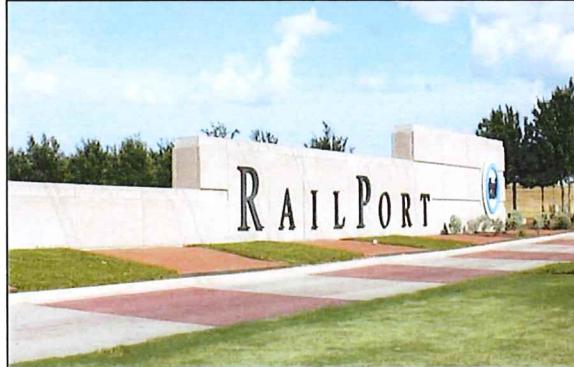
Waxahachie Crossing is located at the NWC of US 287 and US 77 in Waxahachie, TX. The shopping center was opened in 2007 and contains approximately 363,875 square feet of gross leasable area. Major anchors include The Home Depot, JC Penny, Best Buy, Ross Dress For Less and PetSmart. Other notable retailers include Maurices and Famous Footwear.



#### Industrial Development

Industrial development is located mainly along the US 67, IH-35E and US 287 corridors. Production of steel and cement has been a predominant industrial force in the Midlothian area for many decades. Holcim Cement, Ashgrove Texas, and Martin Marietta are large cement producers, while Gerdau produces steel products.

The Rail Port Business Park is a 1,600-acre dual-rail-served business park development by Martin Marietta and the City of Midlothian. The park is designed for sites of 10 to 200 acres and has ideal highway access. Notable companies that are located in the Rail Port Park are Toys "R" Us Distributing, Western Power Sports, QuikTrip Distribution Center and Target Distribution Center.



The Auto Park is a 600-acre automobile processing and distribution center on the northeast side of Midlothian. The park offers 24-hour on-site security and is within a Foreign Trade Zone (FTZ 113), which permits tax exemptions for users dealing in imported goods.

## MARKET AREA ANALYSIS

Other notable industrial developments in the market area are the Triumph Aerostructures/Vought facility, the Eagle Industrial and Business Park, the 157-acre Southfield 35 Business Park, the ProLogis Park 2035, which is home to Johnstone Supply and Quaker Oats, and the Dal Parc Logistic Center, which is home to L'Oréal. A \$600 million dollar Google Data Center is planned for a 166-acre site at the northwest quadrant of FM 664 and SH 342. The facility is scheduled to have 40 employees within 5 years of its completion.

### Environmental Influences

Environmental influences in the market area that should be considered include: topographic features, adequacy of public utilities, open space, waterways, general maintenance of property in the area, effective age of development and access to public transportation. Terrain in the market area varies from level to rolling. A few creeks traverse the area, most notably Waxahachie Creek, Little Creek, Bear Creek, North Prong Creek, Powers Branch and Red Oak Creek.

There are a number of parks and recreation amenities in the immediate area. Joe Pool Lake is located in the northwestern portion of the market area and offers a number of nature trails, parks and water recreation. Joe Pool Lake was created in 1985 for water supply and recreation for the Dallas/Fort Worth metroplex. The lake opened in 1989 and encompasses 7,740 acres of water surface. Most of the land surrounding the lake is opened to the public. There are two marinas located on the lake that provide boat rentals and slips. The marinas also offer bait, ice and snacks.

Notable golf courses include the Tanglewood Country Club, Country View Golf Course and Thorntree Country Club.

In general, the availability of suburban amenities varies throughout the market area. In some cases, extensions of utilities and infrastructure are required. Municipal water or co-op water service is available in some parts of the subject vicinity. However, large portions of the area are served by septic sewer systems. Various telecommunication companies provide telephone service. Electric service is also available throughout the area as is natural gas service. The cities of Ovilla, Waxahachie and Midlothian provide police, fire and medical response capabilities within the market area.



### Social Influences

Relevant social influences include population density, educational characteristics, age levels, household size, employment levels and crime. The charts below illustrate the population, household size and age trends for the market area.

	1 mile	3 miles	5 miles
<b>Population Summary</b>			
2000 Total Population	804	5,132	20,543
2010 Total Population	2,383	9,603	33,069
2020 Total Population	3,549	14,090	47,605
2020 Group Quarters	0	0	41
2025 Total Population	4,060	15,647	54,301
2020-2025 Annual Rate	2.73%	2.12%	2.67%
2020 Total Daytime Population	2,700	11,033	41,424
Workers	886	4,016	16,473
Residents	1,814	7,017	24,951
<b>Household Summary</b>			
2000 Households	241	1,659	6,739
2000 Average Household Size	3.34	3.09	3.03
2010 Households	681	3,116	10,885
2010 Average Household Size	3.50	3.08	3.03
2020 Households	1,006	4,504	15,392
2020 Average Household Size	3.53	3.13	3.09
2025 Households	1,151	4,994	17,529
2025 Average Household Size	3.53	3.13	3.10
2020-2025 Annual Rate	2.73%	2.09%	2.63%
2010 Families	596	2,723	9,251
2010 Average Family Size	3.73	3.30	3.28
2020 Families	870	3,915	13,020
2020 Average Family Size	3.79	3.36	3.35
2025 Families	993	4,329	14,791
2025 Average Family Size	3.79	3.37	3.36
2020-2025 Annual Rate	2.68%	2.03%	2.58%

## MARKET AREA ANALYSIS

The following chart illustrates the educational attainment of the residential population in the market area.

	1 mile	3 miles	5 miles
<b>2020 Population 25+ by Educational Attainment</b>			
Total	2,310	9,532	31,556
Less than 9th Grade	0.8%	1.1%	3.2%
9th - 12th Grade, No Diploma	4.8%	4.9%	5.3%
High School Graduate	15.1%	15.9%	18.4%
GED/Alternative Credential	2.8%	3.1%	3.4%
Some College, No Degree	27.2%	23.0%	26.4%
Associate Degree	8.9%	11.8%	8.7%
Bachelor's Degree	31.9%	29.8%	24.4%
Graduate/Professional Degree	8.4%	10.3%	10.1%

The following charts illustrate the employment percentage and occupation profiles for the market area.

	1 mile	3 miles	5 miles
<b>2020 Employed Population 16+ by Occupation</b>			
Total	1,748	7,115	22,827
White Collar	73.6%	72.3%	69.2%
Management/Business/Financial	20.7%	19.9%	17.5%
Professional	26.3%	27.6%	25.6%
Sales	11.1%	10.5%	10.4%
Administrative Support	15.6%	14.3%	15.7%
Services	11.5%	10.8%	10.4%
Blue Collar	15.1%	16.8%	20.4%
Farming/Forestry/Fishing	0.1%	0.0%	0.5%
Construction/Extraction	5.0%	4.3%	5.6%
Installation/Maintenance/Repair	3.6%	4.6%	4.4%
Production	3.8%	3.5%	4.0%
Transportation/Material Moving	2.5%	4.4%	5.9%
<b>2020 Civilian Population 16+ in Labor Force</b>			
Civilian Population 16+	1,869	7,621	24,649
Population 16+ Employed	93.4%	93.4%	92.6%
Population 16+ Unemployment rate	6.6%	6.6%	7.4%

The following chart illustrates the number of businesses and employees compared to the residential population in the market area. According to the STDB chart below, there are 889 businesses employing 8,240 employees within the five-mile radius of the subject area.

	1 mile	3 miles	5 miles
<b>Data for all businesses in area</b>			
Total Businesses:	26	186	889
Total Employees:	377	1,756	8,240
Total Residential Population:	3,549	14,090	47,605
Employee/Residential Population Ratio (per 100 Residents)	11	12	17

Below is a list of companies and their specific industry that are located within the cities of Midlothian and Waxahachie.

Name	Address	Employees	Industry
GERDAU AMERISTEEL	300 WARD RD	1100	Manufacturing
TOYS 'R' US	3800 RAILPORT PKWY	300	Transportation/Warehousing
TXI MIDLOTHIAN CEMENT PLANT	245 WARD RD	285	Manufacturing
WAL-MART SUPERCENTER	400 N HWY 67	365	Retail Trade
Name	Address	Employees	Industry
CARDINAL GLASS	201-301 CARDINAL RD	280	Manufacturing
DART CONTAINER CORP	850 SOLON RD	500	Manufacturing
OWENS-CORNING FIBERGLASS	3700 N IH 35 E	475	Manufacturing
SOUTHWESTERN ASSEMBLIES OF GOD UNIVERSITY	1200 SYCAMORE ST	250	Education
WALGREEN'S DISTRIBUTION CENTER	710 FM 664	800	Transportation/Warehousing
WAL-MART SUPERCENTER	1200 N HWY 77	550	Retail Trade
WAXAHACHIE ISD	411 N GIBSON ST	257	Education

## MARKET AREA ANALYSIS

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### Governmental

Governmental factors that impact an area include property tax burden, impact fees, zoning, building codes and quality of public services such as schools, police and fire protection. Midlothian, DeSoto, Red Oak, Cedar Hill and Waxahachie serve the market area for primary education.

Midlothian Independent School District has over 8,000 students enrolled in six elementary, two middle and two high schools.

Navarro College in Midlothian has a new higher education facility on Mt. Zion Road and there are numerous colleges and universities in the Dallas/Fort Worth metroplex.



### CONCLUSIONS

The market area benefits from its accessibility via major freeways (US 67, US 287 and IH-35E). The market area is expected to see continued growth and has numerous available vacant tracts to contribute to the area's expansion.

## SITE ANALYSIS

### SUBJECT PROPERTY

<b>Location</b>	SWC of W. Main St. and FM 664, Ovilla, Ellis County, Texas.
<b>Size</b>	0.46 acres, or 20,182 SF, of which aerial measurements indicate approximately 338 SF of the subject's whole property area lies within the W. Main St. prescriptive right of way (roadway)
<b>Shape</b>	Irregular
<b>Frontage</b>	26.85' on W. Main St. (2-lanes, undivided, paved) per TxDOT survey 557.31' on FM 664 (Ovilla Rd.), (2 lanes + center turn lane, paved) per TxDOT survey
<b>Flood Plain</b>	FEMA MAP PANEL: 48139C0050F, June 3, 2013 – (see map Pg. 2.16) Floodway (undevelopable) – 28% of whole property area Zone AE – 1% annual chance of flood – 38% of whole property area Zone AE – 0.2% annual chance of flood – 6% of whole property area Zone X – no flood – 28% of whole property area
<b>Topography/Drainage</b>	The site mostly underlies a steeply sloped creek/ravine area

### ATF PROPERTY (Parcel P00054255 on this project)

<b>Location</b>	625 W. Main St., Ovilla, Ellis County, Texas. Ellis County Appraisal District records list the property's address as Midlothian, but shows the owner to be paying Ovilla city taxes, and interactive maps show the subject to have Ovilla zoning. For purposes of this appraisal, it is assumed that the property is located in the city of Ovilla.
<b>Size</b>	2.910 acres or 126,760 SF
<b>Shape</b>	Irregular
<b>Frontage</b>	157.85' on W. Main St. (2-lanes, undivided, paved) per TxDOT survey

### COMBINED PROPERTY

<b>Size</b>	3.337 acres, or 146,942 SF
<b>Frontage</b>	184.70' on W. Main St. (2-lanes, undivided, paved) per TxDOT survey 557.31' on FM 664 (Ovilla Rd.), (2 lanes + center turn lane, paved) per TxDOT survey
<b>Traffic Counts</b>	W. Main St. – 4,086 vehicles per day at the subject, per 2019 TxDOT traffic map FM 664 – 7,296 vehicles per day north of the subject, per 2019 TxDOT traffic map
<b>Flood Plain</b>	Floodway (undevelopable) – 16% of whole property area Zone AE – 1% annual chance of flood – 13% of whole property area Zone AE – 0.2% annual chance of flood – 8% of whole property area Zone X – no flood – 63% of whole property area
<b>Topography/Drainage</b>	Mostly level in the park area to steeply sloping in the creek portions of its south and west boundaries
<b>Utilities</b>	Water – Available Sewer - Available
<b>Surrounding Land Uses</b>	North – W. Main St. with a car wash/coffee store, vacant tracts and small commercial uses beyond East – FM 664 with a church and residential uses beyond South – A large residential compound with a church and residential uses beyond West – An office building with commercial uses beyond
<b>Zoning</b>	CR – Restricted Commercial per City of Ovilla
<b>Taxes – 2020</b>	ECAD shows the property to be combined with the ATF public park tract. The 2021 certified value for the land is assessed at \$100,390 (or \$0.79/SF calculated) based on the total appraisal district size of 2.91 acres or 126,760 SF.
<b>Easements</b>	Typical utility easements were observed, however, none appear detrimental to the development of the site. According to the title policy provided, there are no easements noted and there are no known deed restrictions or restrictive covenants associated with the property.
<b>Improvements</b>	The subject property is vacant land improved with a footbridge over the creek area. The ATF property is improved with various public park related structures such as small pavilions, and other site improvements such as benches, tables, bollards, etc. The subject is in common use with the ATF tract.

AERIALS

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PID 187687 | 625 W MAIN ST

Property Summary Report | 2021  
Online Services | ELLIS APPRAISAL DISTRICT

## GENERAL INFO

## ACCOUNT

Property ID: 187687  
 Geographic ID: 62.0693.000.060.00.108  
 Type: R  
 Zoning: COMM  
 Agent:  
 Legal Description: 693 J McNAMARA 2.91 ACRES  
 Property Use: LOCAL

## OWNER

Name: OVILLA CITY OF  
 Secondary Name:  
 Mailing Address: 105 COCKRELL HILL RD STE 2, OVILLA, TX, 75154-1493  
 Owner ID: 59284  
 % Ownership: 100.00  
 Exemptions: EX-XV



## LOCATION

Address: 625 W MAIN ST MIDLOTHIAN TX 76065  
 Market Area:  
 Market Area CD: EXEMPT  
 Map ID: 13-3

## PROTEST

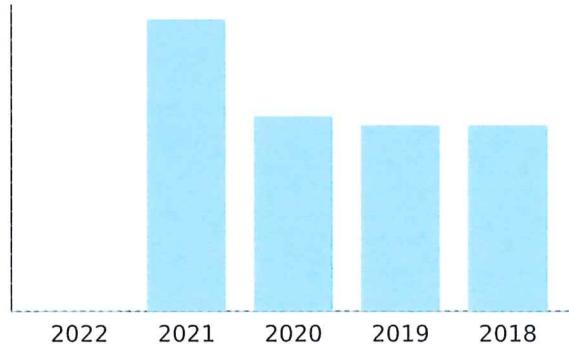
Protest Status:  
 Informal Date:  
 Formal Date:

## VALUES

## CURRENT VALUES

Land Homesite:	\$0
Land Non-Homesite:	\$100,390
Special Use Land Market:	\$0
Total Land:	\$100,390
Improvement Homesite:	\$0
Improvement Non-Homesite:	\$1,540
Total Improvement:	\$1,540
Market:	\$101,930
Special Use Exclusion (-):	\$0
Appraised:	\$101,930
Value Limitation Adjustment (-):	\$0
Net Appraised:	\$101,930

## VALUE HISTORY



Values for the current year are preliminary and are subject to change.

## VALUE HISTORY

Year	Land Market	Improvement	Special Use Exclusion	Appraised	Value Limitation Adj (-)	Net Appraised
2022	N/A	N/A	N/A	N/A	N/A	N/A
2021	\$100,390	\$1,540	\$0	\$101,930	\$0	\$101,930
2020	\$66,550	\$1,540	\$0	\$68,090	\$0	\$68,090
2019	\$63,380	\$1,540	\$0	\$64,920	\$0	\$64,920
2018	\$63,380	\$1,540	\$0	\$64,920	\$0	\$64,920

ECAD shows the subject and ATF property as a single tract

**TAX CARD- (ECAD shows the subject and ATF property as a single tract)**

## TAXING UNITS

Unit	Description	Tax Rate	Net Appraised	Taxable Value	Estimated Tax
070	ELLIS COUNTY	0.320194	\$101,930	\$0	\$0.00
208	MIDLOTHIAN ISD	1.379800	\$101,930	\$0	\$0.00
362	CITY OF OVILLA	0.660000	\$101,930	\$0	\$0.00
R70	ELLIS COUNTY LATERAL ROAD	0.030082	\$101,930	\$0	\$0.00
		TOTAL TAX RATE:	<b>2.39007</b>		
		ESTIMATED TAXES WITH CURRENT EXEMPTIONS:			<b>\$0.00</b>
		ESTIMATED TAXES WITHOUT EXEMPTIONS:			<b>\$2,436.20</b>

DO NOT PAY FROM THIS ESTIMATE. This is only an estimate provided for informational purposes and may not include any special assessments that may also be collected. Please contact the tax office for actual amounts.

## IMPROVEMENT

Improvement #1: COMMERCIAL	Improvement Value: <b>\$1,540</b>	Main Area: 0
State Code: F1		Gross Building Area: 702.3

Type	Description	Class CD	Exterior Wall	Number of Units	EFF Year Built	Year	SQFT
SHED	SHED	SHDA		0	2000	2000	452.3
STGA	STORAGE AVERAGE	STGA		1	2017	2017	250

### Improvement Features

## LAND

Land	Description	Acres	SQFT	Cost per SQFT	Market Value	Special Use Value
SQFT	PER SQUARE FOOT	2.91	126,760	\$0.79	\$100,390	\$0

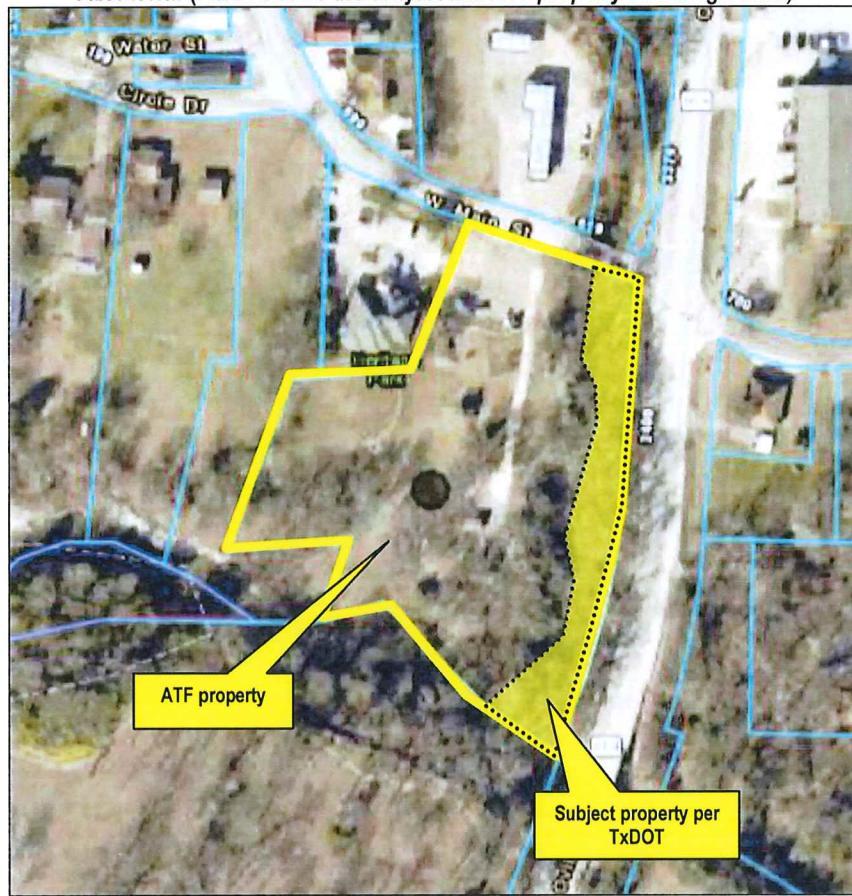
## DEED HISTORY

Deed Date	Type	Description	Grantor/Seller	Grantee/Buyer	Book ID	Volume	Page	Instrument
2/22/96	OT	Other	OVILLA CO OP ASSOC	OVILLA CITY OF		1228	363	0
	OT	Other	PREVIOUS OWNER UNKNOWN	OVILLA CO OP ASSOC		00000	00000	0

*ECAD shows the subject and ATF property as a single tract*

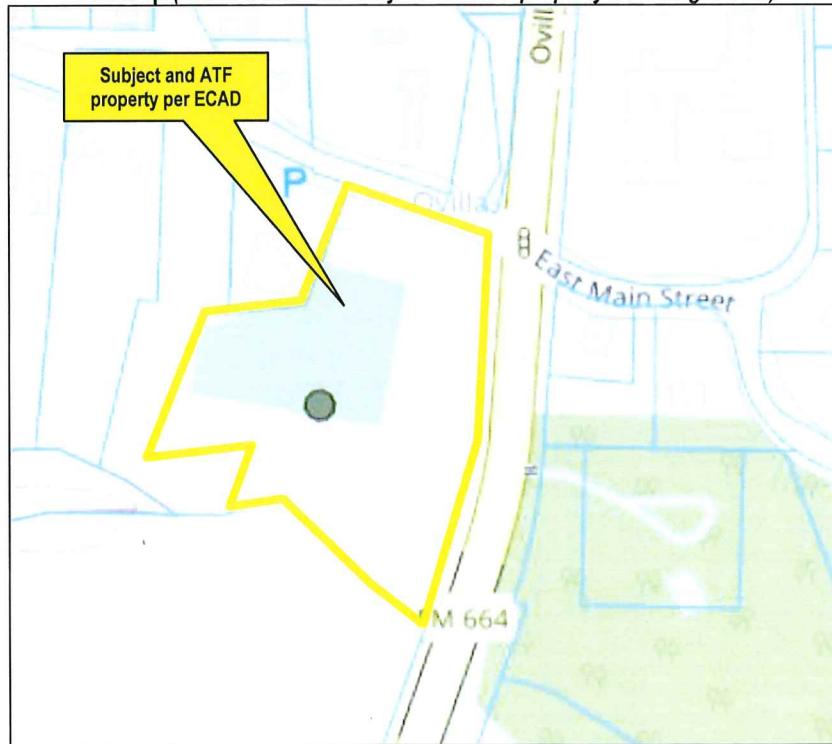
## TAX AERIAL AND TAX MAP

**Tax Aerial (ECAD shows the subject and ATF property as a single tract)**

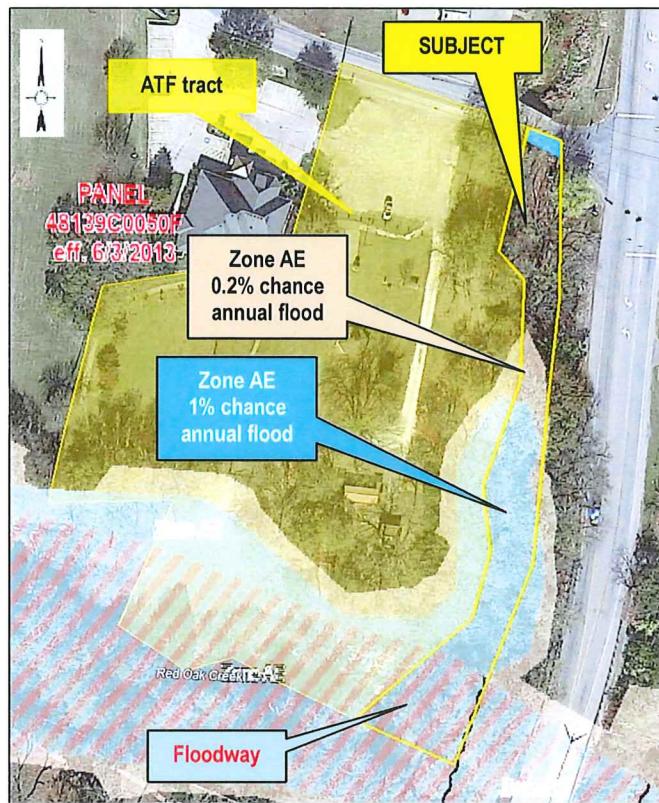


*The property line boundaries appear to be shifted north and east.*

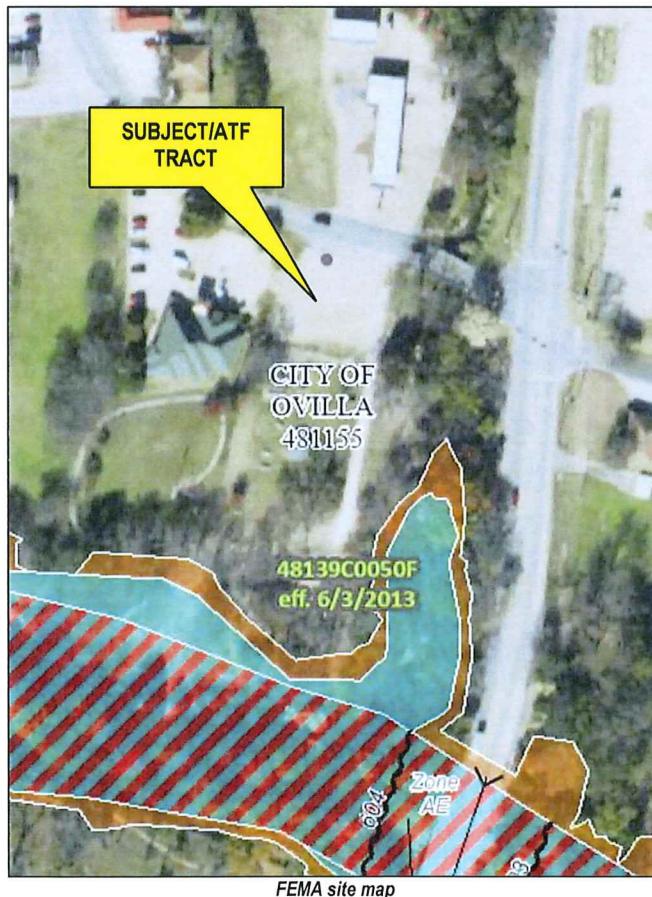
**Tax Map (ECAD shows the subject and ATF property as a single tract)**



## FLOOD PLAIN AERIAL



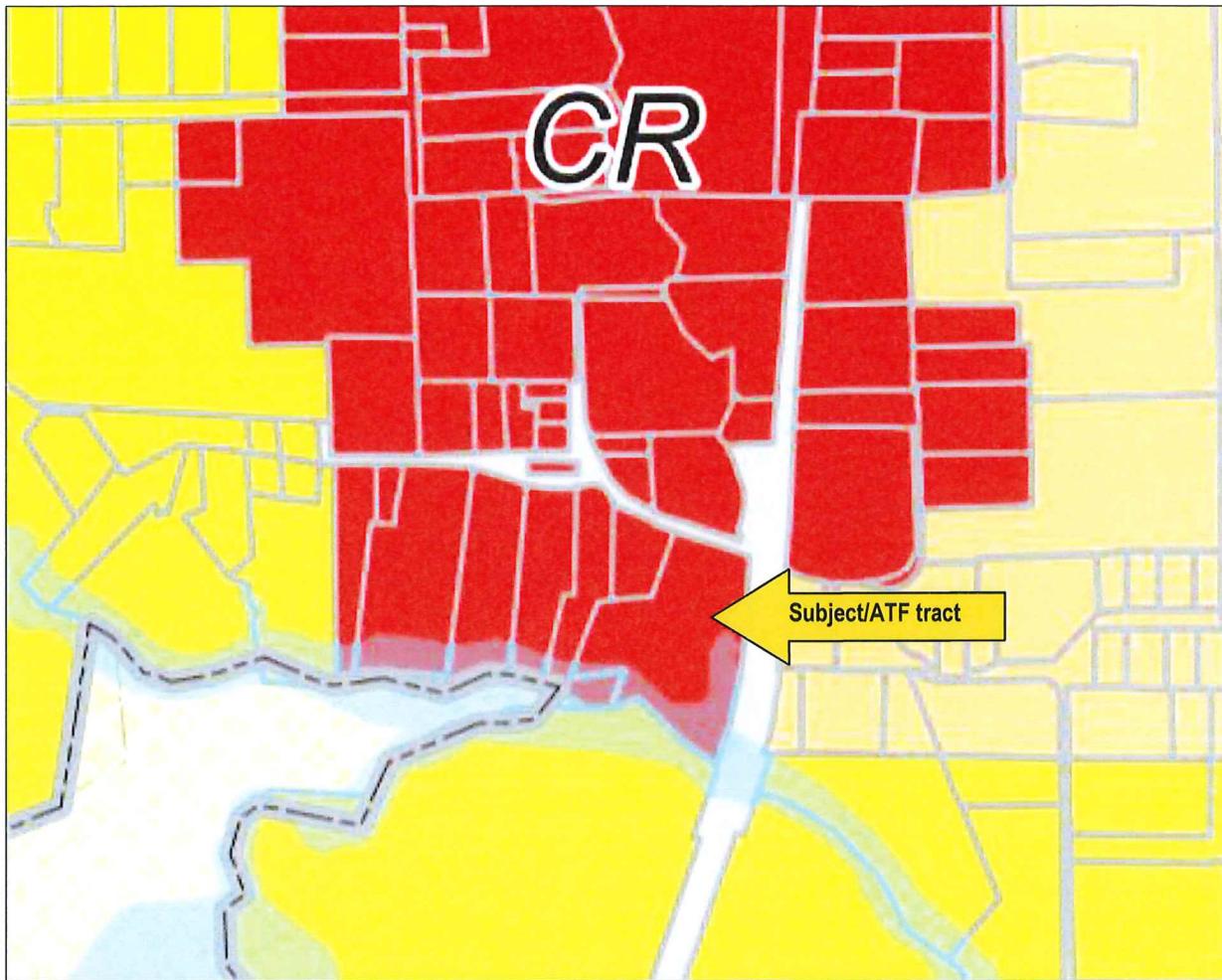
Google Earth Pro



FEMA site map

## ZONING

The subject is currently zoned CR – Restricted Commercial District, to which the subject complies for use. See Zoning Ordinance excerpts on following page.



### Ovilla Zoning and Future Land Use September 2015

Roads	Ovilla Zoning	Ovilla ETJ
Flood Zone	CG General Commercial	ETJ
Ovilla City Limits	CR Restricted Commercial	<b>Future Land Use Plan</b>
Ovilla ETJ	R15 Residential (15,000 sf)	Commercial
	R22 Residential (22,000 sf)	Public
	RE Residential (1 Ac.)	Single Family
	RC Residential (5 Ac.)	None
	MF Multi-Family	
	I Industrial	
	PD Planned Development	

**City Limits Area**  
**3,655 acres**

## ZONING

### Zoning Ordinance

#### Section 21 - "CR" Restricted Commercial District

##### 21.1. PURPOSE

The purpose of the "CR" Restricted Commercial district is to provide for compatible land, building, and structure uses primarily oriented to select retail convenience goods and services which supply the daily needs of residential neighborhoods, including neighborhood shopping centers, select low intensity office uses, and select community facility uses. The "CR" Restricted Commercial district is most appropriately located at the intersection of collector streets and arterial streets and as a transition district between moderate and high density residential districts and higher intensity commercial and industrial districts.

##### 21.2. PERMITTED USES

Uses permitted in the "CR" Commercial district are listed in Table 11.A, Permitted Uses.

##### 21.3. DENSITY, AREA, YARD, HEIGHT, AND LOT COVERAGE REQUIREMENTS

The requirements regulating the minimum lot size, minimum yard sizes, maximum building height, and maximum percent of lot coverage by buildings, as pertains to the "CR" district, shall conform with the provisions provided in the Table 21.A, "CR" Zoning District Area Requirements.

Table 21.A

<b>"CR" Zoning District Area Requirements</b>	
Minimum Lot Area	8,000 sq. ft.
Minimum Lot Width	80 ft.
Minimum Lot Depth	100 ft.
Minimum Front Yard	0 ft.
Minimum Side Yard	25 ft. if adjacent to residential use, 0 ft. to other districts.
Minimum Side Yard adjacent to street (corner lot)	15 ft.
Minimum Rear Yard	25 ft. if adjacent to residential use, 0 ft. to other districts.
Maximum Building Height	35 ft.

##### 21.4. OFF-STREET PARKING AND LOADING REQUIREMENTS

Off-street parking and loading requirements pertaining to uses allowed in the "CR" district shall conform with the provisions of Section 33 Off-street Parking and Loading Requirements.

##### 21.5. ADDITIONAL FRONT YARD REQUIREMENTS

All development located in the "CR" Commercial district shall build to or close to the front lot line of the property and shall take primary entry from the sidewalk in front of the business to ease pedestrian access.

##### 21.6. ADDITIONAL SIDE YARD REQUIREMENTS

A side yard of not less than ten (10) feet in width shall be provided on the side of a lot adjoining a side street. No parking or similar use shall be allowed in any required side street yard which abuts a residentially zoned property.

##### 21.7. HEIGHT REQUIREMENTS

No building shall exceed thirty-five (35) feet in height except as provided in Section 28 General Height Requirements.

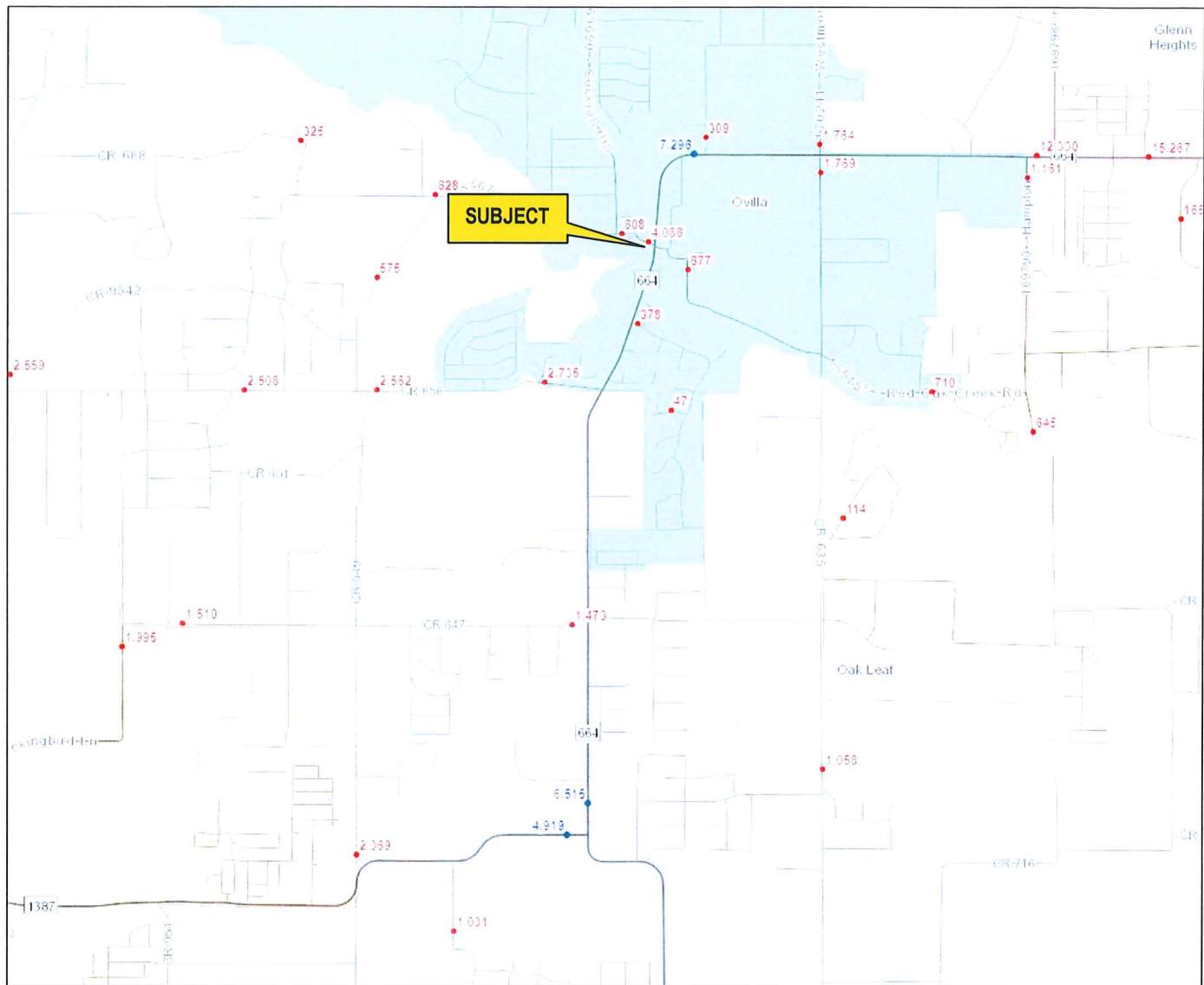
##### 21.8. LANDSCAPING

Landscape for development shall comply with Section 36 Landscape Regulations.

##### 21.9. DESIGN STANDARDS

All development within the "CR" District shall comply with the provisions of Section 38 Non-Residential Development Design Standards.

## TRAFFIC COUNT MAP



## PROPERTY VALUATION SUMMARY

Whole: Part to be Acquired: Remainder After: HIGHEST AND BEST USE ANALYSIS

The *Highest and Best Use* analysis should consider the reasonably probable and legal use of vacant land or improved property considering legally permissible, physically possible, financially feasible, and maximally productive. See Page 3.1.

VALUATION APPROACHES & RECONCILIATION

The subject property is an 0.46 acre, or 20,182 SF, tract of land underlying a creek/ravine area that is in common use with the adjacent public park. The property will be valued using the across-the-fence (ATF) method and the identified ATF tract is the adjacent public park property at 2.910 acres, or 126,760 SF, for a combined property size of 3.37 acres, or 146,942 SF.

Only the land area value (no improvements) of the ATF tract will be estimated and used to support a value estimate for the subject's land area. For the purpose of this appraisal, the Sales Comparison Approach will be used to value the underlying land within the acquisition. The Cost Approach is developed to estimate the value of the subject's impacted site improvements only. The Sales Comparison Approach and Income Approach for improved properties are not applicable for appraisal purposes of the subject property and are not included in the valuation of the subject.

The TxDOT acquisition survey shows a portion of the subject property's land area on its north boundary to be located within the prescriptive right of way of W. Main St. (338 SF). For the purposes of this appraisal, the value of the land in the prescriptive easement is estimated to be 1% of the fee simple value of the land underlying the subject property (\$1.75/SF). Although there is an area of prescriptive right of way on the ATF tract as well, it is not calculated in the combined property land area.

Cost Approach .....	\$51,102
Sales Comparison Approach .....	\$34,733 (Land Only)
Income Approach.....	Not Applicable

Contributory Value of Impacted Site Improvements (Itemized)	
Gravel Paving	\$1,969
Monument Sign	\$14,400
<b>Total of Contributory Value of Improvements</b>	<b>\$16,369</b>

Combined Property Land Value

Land Value: 146,942 SF x \$1.75/SF = \$257,149

Subject Property Land Value

Fee Simple Land Area:	19,844 SF x \$1.75/SF =	\$34,727
Prescriptive Right of Way Area:	338 SF x \$1.75/SF x 1% =	\$ 6
Total Land Value	20,182 SF	\$34,733

**Total Reconciled Final Value.....\$51,102**

Each approach developed follows this page and is sequenced as shown below.

Land Value:  
Pg. 3.2-3.11

Cost Approach:  
Pg. 3.12

Sales Comparison Approach:  
N/A

Income Approach:  
N/A

## HIGHEST AND BEST USE ANALYSIS

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The four criteria that the Highest and Best Use must meet are:

**Physically Possible Use** - the uses to which it is physically possible to put on the site in question.

**Legally Permissible Use** - the uses that are permitted by zoning and deed restrictions on the site in question.

**Feasible Use** - the possible and permissible uses that will produce any net return to the owner of the site.

**Maximally Productive Use** - Among the feasible uses, the use that will produce the highest residual value consistent with the market's acceptance of risk and with a rate of return on that risk.

### SUBJECT WHOLE PROPERTY HIGHEST & BEST USE – AS VACANT

**Physically Possible Use** - The subject is an irregularly shaped tract containing 0.46 acres, or 20,182 SF of land underlying a steep creek/ravine area, located at the southwest corner of W. Main St. and FM 664 (Ovilla Road) in the city limits of Ovilla, in Ellis County, Texas. According to the TxDOT survey, the site has 26.85' of frontage within W. Main St. on its north boundary, where approximately 338 SF of the subject lies within the prescriptive right of way of W. Main St. The subject also has 557.31' of frontage along FM 664 on its east boundary.

The site has mostly steeply sloping terrain that underlies a creek running along the length of the property from north to south, although there are small level areas in its north portion and along its east boundary. Consequently, approximately 72% of its total land area is located within FEMA flood plain. Of this total, approximately 28% lies within undevelopable floodway in its southernmost portion. The other 44% is located within flood plain that is developable if the terrain is mitigated to above determined base flood levels, however, due to the steep creek ravine running the length of the tract, combined with its other physical characteristics, development on its own is not possible.

Water and sewer service is available to the site and access is via a gravel vehicle pull-off area in the northern portion of its FM 664 frontage. Due to the location of the creek on the site's north boundary, access from W. Main St. is not currently possible.

Due to its physical characteristics, the subject's use is limited and not developable on its own.

**Permissible Use** - The subject is located in the Ovilla city limits and is currently zoned CR – Restricted Commercial. The purpose of this district is mainly for retail and/or convenience goods and services to supply the daily needs of residential neighborhoods. Off street parking requirements depend on property usage, and structures are limited to 35' heights. The only setbacks are side and rear, and only if adjacent to residential districts.

**Feasible Use** - Given the subject's previously discussed physical characteristics, the most feasible use would be for assemblage with the adjoining tract to the west for future commercial development, as demand warrants.

**Maximally Productive Use and Highest & Best Use Conclusion** - Based on the foregoing discussion, the maximally productive and, therefore, highest and best use is for assemblage with the western tract for future commercial development as demand warrants.

### COMBINED PROPERTY (Subject + ATF) – AS IF VACANT

**Physically Possible Use** - The combined property is an irregularly shaped tract containing 3.37 acres, or 146,942 SF of land, located on the southwest corner of W. Main St. and FM 664 (Ovilla Road). According to the TxDOT acquisition surveys for both tracts, the combined site has 184.70' of frontage within W. Main St. on its north boundary, where approximately 338 SF of the subject lies within the prescriptive right of way of W. Main St. The combined property also has 557.31' of frontage on FM 664. *NOTE: Although the ATF tract has prescriptive right of way within W. Main St., its area is not calculated for this report.*

The combined site has generally level terrain except for the steeply sloping creek area on its east boundary with FM 664. Approximately 37% of its total combined land area located within FEMA flood plain. Of this total, approximately 16% lies within undevelopable floodway in its southernmost portion. The other 21% is located within flood plain that is developable if the terrain is mitigated to above determined base flood levels.

Water and sewer service is available to the site and access is via a large drive throat area from W. Main St. and a gravel pull-off along FM 664 across the creek.

Due to the physical characteristics, a variety of uses are possible that are not inhibited by the combined site's flood prone and creek areas.

**Permissible Use** - The subject is located in the Ovilla city limits and is currently zoned CR – Restricted Commercial. The purpose of this district is mainly for retail and/or convenience goods and services to supply the daily needs of residential neighborhoods. Off street parking requirements depend on property usage, and structures are limited to 35' heights. The only setbacks are side and rear, and only if adjacent to residential districts.

**Feasible Use** - The surrounding uses of the combined site are a mix of residential with scattered commercial developments along FM 664. Overall economic interest in the FM 664 corridor has gained strength with the continued residential development to the south and some recent end user commercial development to the northeast. The continued residential development should spur the need for neighborhood commercial services and personal service type developments. As the combined site is located along Main Street in a small commercial area as well as FM 664, is in the path of growth and is commercially zoned, the most feasible use is estimated to be for commercial development.

**Maximally Productive Use and Highest & Best Use Conclusion** - Based on the foregoing discussion, the maximally productive and, therefore, highest and best use of the combined site is for future commercial development.

## LAND SALES MAP





## COMPARABLE DATA SUPPLEMENT

 District: Dallas

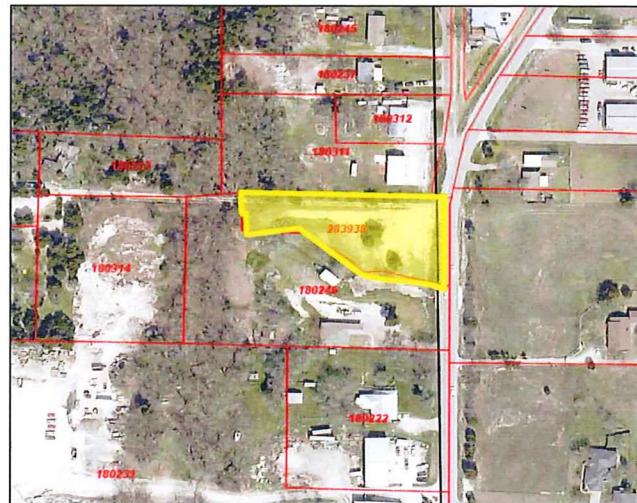
 Parcel No.: P00054339 & (E)

 Highway: FM 664

 County: Ellis

 ROW CSJ: 1051-01-057

## LAND SALE NO. 2


**Grantor:** Rodney Granzin & Deborah Granzin

**Grantee:** Kona Ice Lake Arlington, LLC

**Recording Date:** August 3, 2020

**Recording Information:** Doc# 2026366

**Address:** SWC of FM 664 and Gerry Lane, Ovilla ETJ, Ellis County, TX 75154

**Legal Description:** Being a 1.00-acre tract of land situated in the J. S. Berry Survey, Abs. 86, Ellis County, TX

**Confirmed Price:** \$114,000 (stated)

**Verified with:** Seller

**Terms and Conditions of Sale:** Cash to seller

**Rental Data:** N/A

**Land Size:** 1.000 acre, or 43,562 SF (per deed)

**Unit Price As Vacant:** \$2.62/SF

**Type Street:** Farm to Market

**Utilities:** Water; septic required

**Improvement(s) Description:** Vacant

**Unit Price As Improved:** N/A

**Improvement Size:** N/A

**Condition & Functional Design:** N/A

**Current Use:** Vacant land

**Highest & Best Use:** Commercial

**Date of Inspection:** March 7, 2021

**Zoning:** Un-zoned

**Flood Plain:** None

**Additional information:** The tract is irregular in shape, and is level with no floodplain. The property is located within the Ovilla ETJ and has no zoning. Water is available to the site with septic required for sewer. The property is located at the southwest corner of Gerry Lane and FM 664. Gerry Lane is a minor, gravel paved roadway with no thru traffic. The future land use map for Ovilla shows a portion of the property to be within a commercial use area.

**Appraiser:** Christi Glendinning, MAI

**Date:** November 11, 2021



### COMPARABLE DATA SUPPLEMENT

District: Dallas

Parcel No.: P00054339 & (E)

Highway: FM 664

County: Ellis

ROW CSJ: 1051-01-057

#### LAND SALE NO. 3



Grantor: Russell C. Earnhart

Grantee: K & M Evans, LLC et al.

Recording Date: February 23, 2018

Recording Information: Doc# 1804966

Address: S/s of Ovilla Rd, +/- 340' E of Uhl Rd, Red Oak, Ellis County, TX 75154

Legal Description: Being a tract or parcel in the City of Red Oak, Ellis County, Texas, being part of Lots 14 & 15, Block A, Bowmar Acres, an addition to the City of Red Oak, Ellis County, TX

Confirmed Price: \$194,713 or \$3.00/SF (stated)

Verified with: Seller's Agent

Terms and Conditions of Sale: Cash to seller

Rental Data: N/A

Land Size: 1.49 acres or 64,904 SF (per deed)

Unit Price as Vacant: \$3.00/SF

Type Street: FM Road

Utilities: All Available

Improvement(s) Description: Vacant

Unit Price As Improved: N/A

Improvements Size: N/A

Condition & Functional Design: N/A

Current Use: Vacant land

Highest & Best Use: Commercial

Date of Inspection: April 8, 2020

Zoning: Ag-Agriculture      Flood Plain: None

Additional information: The property is vacant land, consisting of two tax tracts (Ellis CAD ID #s 148060 & 148061), with +/-235' of frontage on Ovilla Rd (presently under construction).

Appraiser: Christi Glendinning, MAI

Date: November 11, 2021

## COMPARABLE DATA SUPPLEMENT

District: Dallas

Parcel No.: P00054339 & (E)

Highway: FM 664

County: Ellis

ROW CSJ: 1051-01-057

### LAND SALE NO. 4



**Grantor:** Roy Narmour

**Recording Date:** May 11, 2018

**Address:** 610 E. Bear Creek Road, Glenn Heights, TX 75154

**Legal Description:** Being situated in the John F. Porter Survey, Abstract No. 1118, City of Glenn Heights, Dallas County, Texas

**Confirmed Price:** \$136,000 (stated) or \$1.79/SF (calculated)

**Verified with:** Seller

**Terms and Conditions of Sale:** Cash to seller

**Rental Data:** N/A

**Land Size:** 1.74 acres (per deed) or 75,794 SF (calculated)

**Unit Price As Vacant:** \$1.79/SF

**Type Street:** Connector

**Utilities:** All to site

**Improvement(s) Description:** Vacant

**Unit Price As Improved:** N/A

**Improvement Size:** N/A

**Condition & Functional Design:** N/A

**Current Use:** Vacant land

**Highest & Best Use:** Commercial/Retail

**Date of Inspection:** April 8, 2020

**Zoning:** R (Retail)

**Flood Plain:** None

**Additional information:** The tract is level with approximately 175' of frontage. The buyer plans to develop the tract with retail.

**Appraiser:** Christi Glendinning, MAI

**Date:** November 11, 2021

## COMPARABLE DATA SUPPLEMENT

District: Dallas

Parcel No.: P00054339 & (E)

Highway: FM 664

County: Ellis

ROW CSJ: 1051-01-057

### LAND SALE NO. 5



**Grantor:** Misty Doan

**Grantee:** F. Carrizales, John E. Rodriguez & Juan C. Rodriguez

**Recording Date:** January 30, 2020

**Recording Information:** Doc# 202000028821

**Address:** 1705 Glenn Lane, Glenn Heights, Dallas County, Texas

**Legal Description:** Lot 14, Glenn Cove Estates, Unit No. 1, Addition to the City of Glenn Heights, Dallas County, Texas

**Confirmed Price:** \$99,000 (stated) or \$1.70/SF

**Verified with:** Seller

**Terms and Conditions of Sale:** Seller financed

**Rental Data:** N/A

**Unit Price As Vacant:** \$1.70/SF

**Land Size:** 1.336 acres, or 58,196 (DCAD)

**Utilities:** All to Site

**Type Street:** Connector

**Unit Price As Improved:** N/A

**Improvement(s) Description:** Vacant

**Improvement Size:** N/A

**Condition & Functional Design:** N/A

**Current Use:** Vacant land

**Highest & Best Use:** Commercial/Retail

**Date of Inspection:** April 8, 2020

**Zoning:** R – Retail      **Flood Plain:** +/- 15% has 0.2% chance of annual flooding

**Additional information:** The site is on a corner with frontage along E. Bear Creek Road and Glenn Lane. The property is mostly level, with approximately 15% of its frontage in a FEMA flood hazard zone. The sale was also noted to be seller-financed, but at market terms. There is a small outdoor advertising sign on the property owned by M&M Advertising. The seller indicated that they receive no ground lease payments, however, the sign owner does site mowing in exchange for the right to place the sign on the property.

**Appraiser:** Christi Glendinning, MAI

**Date:** November 11, 2021

**COMPARABLE DATA SUPPLEMENT**

 District: Dallas

 Parcel No.: P00054339 & (E)

 Highway: FM 664

 County: Ellis

 ROW CSJ: 1051-01-057
**LAND SALE NO. 6**


**Grantor:** Pauline Feemster; Steve Feemster, also known as Steve Allen Feemster; Kristi Todd; and Donald E. Thomas, Independent Administrator of the Estate of Treva Janet Lane, Deceased

**Recording Date:** May 4, 2020

**Grantee:** Liberty CDL Holdings, LLC

**Recording Information:** Doc# 2014165

**Address:** 2895 E. Highway 287, Midlothian, Ellis County, TX 76065

**Legal Description:** Being a 2.704-acre tract of land situated in the Coleman Jenkins Survey, Abs. 555, Midlothian, Ellis County, TX

**Confirmed Price:** \$280,000 (stated)

**Verified with:** Broker

**Terms and Conditions of Sale:** Cash to seller

**Rental Data:** N/A

**Land Size:** 2.704 acre (117,786 SF calculated) per deed

**Unit Price As Vacant:** \$2.38/SF

**Type Street:** Highway

**Utilities:** Water; septic required

**Improvement(s) Description:** Two older mobile homes

**Unit Price As Improved:** N/A

**Improvement Size:** N/A

**Condition & Functional Design:** N/A

**Current Use:** Vacant land

**Highest & Best Use:** Commercial/Industrial

**Date of Inspection:** April 19, 2021

**Zoning:** AG - Agriculture

**Flood Plain:** None

**Additional information:** The tract is irregular in shape, and is level with no floodplain. The property is located within the City of Midlothian and is currently zoned AG (Agriculture). However, according to the broker, this site sold as a commercial site for land value only. There were two older mobile homes on the site that were leased out. Restrictions stated that they could replace these with newer ones but no more could be added to the property. Broker stated that the buyers bought with the intention of building a commercial building.

**Appraiser:** Christi Glendinning, MAI

**Date:** November 11, 2021

**SALES COMPARISON APPROACH**

Whole:  Part to be Acquired:  Remainder After:   
 Land:  Improved:

**VALUATION GRID****Representative Comparable Sales**

Subject		Comp No. 1	Comp No. 2	Comp No. 3	Comp No. 4	Comp No. 5	Comp No. 6
Grantor		Patricia Ruyle, Linda Reeder and Michelle...	Rodney Granzin & Deborah Granzin	Russell Earnhart	Roy Narmour	Misty Doan	Pauline Feemster; Steve Feemster...
Grantee		Carl D. Neal and Lisa Lynn	Kona Ice Lake Arlington, LLC	K & M Evans, LLC, et al	Cool Days, Inc.	Carrizales, Rodriguez & ...	Liberty CDL Holdings, LLC
Date of Sale		10/13/2020	08/03/2020	02/23/2018	05/11/2018	01/30/2020	05/04/2020
Unit Price (\$/SF)		\$2.07	\$2.62	\$3.00	\$1.79	\$1.70	\$2.38
Relative Location		S	S	E	NE	NE	SW
Rights Conveyed		Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financing		Cash	Cash	Cash	Cash	Seller Note See Comments	Cash
Conditions of Sale		Arm's Length	Arm's Length	Arm's Length	Arm's Length	Arm's Length	Arm's Length
Adjusted Price (\$/SF)		\$2.07	\$2.62	\$3.00	\$1.79	\$1.70	\$2.38
Market Conditions		See Comments +15%	+5%	+15%	+14%	+7%	+6%
Adjusted Price (\$/SF)		\$2.38	\$2.75	\$3.45	\$2.04	\$1.82	\$2.52
Physical Characteristics							
Location	City of Ovilla Midlothian ISD			Superior -5%			
Access	See Comments	Superior -5%	Inferior +5%	Inferior +5%	Inferior +5%	Superior -5%	Inferior +5%
Zoning	CR	Inferior +1%	Inferior +1%				
Size	3.37 acres or 146,942 SF	168,969 SF +5%	43,562 SF -15%	64,904 SF -10%	75,794 SF -10%	58,196 SF -15%	117,786 SF -5%
Topography/Flood	See Comments	Superior -30%	Superior -20%	Superior -30%	Superior -30%	Superior -15%	Superior -30%
Utilities	All available	Water, no sewer +5%	Water, no sewer +5%				Water, no sewer +5%
Net Adjustments		-24%	-24%	-40%	-35%	-35%	-25%
Indicated Unit Value		\$1.81	\$2.09	\$2.07	\$1.33	\$1.18	\$1.89
Value Indicator/SF							\$1.75

**EXPLANATIONS OF ADJUSTMENTS WITH RECONCILIATION**

**Rights Conveyed** - All of the sales were conveyed in fee simple ownership, thus, adjustments for property rights are not required.

**Financing** - Sales 1, 2, 3, 4 and 6 were purchased with cash or third-party financing which require no adjustments.

- Sale 5 was seller-financed at market terms, thus no adjustment is required.

**Sale Conditions** - All sales were arm's length transactions and adjustments were not necessary.

**Market Conditions** - The comparable transactions ranged in sale date from February 2018 to October 2020. Based on our analysis of market data, 4% annual adjustments are estimated for each of the comparable sales. The sale price of Sale 1 was negotiated in 2018 but did not close until 2020, therefore, we have applied a market condition adjustment based on a January 2018 sale date.

**As of the effective date of this appraisal, no market data illustrating impacts on real estate value by the COVID-19 virus pandemic were noted in the marketplace.**

## SALES COMPARISON APPROACH - LAND VALUE

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### PHYSICAL CHARACTERISTICS

**Location** - The subject is located in the city of Ovilla on W. Main St. at the FM 664 intersection.

- Sales 1, 2, 4 and 5 are similar in terms of location with no adjustments necessary.
- Sale 3 is located along FM 664 at the southwest corner of Uhl Road. This area is receiving more commercial development and is considered superior with a 5% downward adjustment estimated.
- Sale 6 is located along US 287 in Midlothian. This area is more industrial in nature with fewer commercial and residential developments but has higher traffic exposure due to its location along a US Highway. Therefore, these characteristics offset each other and we consider this area similar with no adjustment estimated.

**Access** - Although the combined property has frontage on both FM 664 and W. Main St., its access from FM 664 is limited as the creek runs along the entire length of that frontage, rendering vehicular access to the interior of the combined site from FM 664 impossible without a bridge suitable for that type of use. Access from W. Main St. is also truncated by the creek area in its easternmost frontage. The combined property will be, therefore, considered a corner tract with access from one roadway only.

- Sales 3, 4 and 6 are interior sites with one roadway for access warranting 5% upward adjustments for lack of corner influence.
- Sales 1 and 5 are corner tracts with two roadways available for access, with 5% downward adjustments estimated for their extra road of access.
- Sale 2 is a minor corner with only one road for access. As the minor street is a gravel, one-lane dead-end road, the corner influence is insignificant, therefore, a 5% upward adjustment is warranted.

**Zoning** - The combined property is in the city of Ovilla and is zoned CR – Restricted Commercial District.

- Sales 3, 4, 5 and 6 have zoning designations for commercial, retail and agricultural uses, therefore, no adjustments are estimated.
- Sales 1 and 2 are un-zoned with no existing zoning entitlements, therefore, minor 1% upward adjustments are warranted.

**Size** - The size adjustment is based on the premise that, in general, the larger the tract, the less its selling price on a per unit basis. The combined property is a 3.37-acre (146,942 SF) tract of land.

- Sale 1 is larger than the subject, with a 5% upward adjustment estimated.
- Sales 2, 3, 4, 5 and 6 are smaller than the subject with incremental downward adjustments estimated.

**Topography/Floodplain:** The combined site is mostly level, however, its south and east boundaries underlie steeply sloping ravine and creek areas. Also, +/- 16% of the combined site is located in FEMA floodway and, as this area of the property is undevelopable, it will be adjusted in a one-to-one ratio, or 16%. Although 21% of the site that is located in FEMA Zone AE flood plain is developable with site work, the steep ravine and creek running the length of the property on the east boundary prohibits development in that area. Considering these factors, a total adjustment of 30% is estimated.

- The topography of Sales 1, 3, 4 & 6 were level tracts with no flood areas, therefore, a 30% downward adjustments are estimated.
- Although it has no flood plain, Sale 2 required a significant amount of site work and fill, and sits below surrounding street grades, therefore, a 20% downward adjustment is estimated for its inferior topography.
- Approximately 15% of Sale 5 is encumbered with a FEMA flood hazard area (0.2% annual chance of flood). Since most of this flood hazard area is located along the site's Bear Creek Road frontage in an area that would likely be used for landscaping and parking, a mitigated downward adjustment of 15% is estimated.

**Utilities** - The subject has water and sewer service available.

- Sales 3, 4 and 5 are similar to the subject with both water and sewer service available, with no adjustments estimated.
- Sales 1, 2 and 6 have water available but septic systems are required, therefore, 5% upward adjustments are estimated for each.

## SALES COMPARISON APPROACH - LAND VALUE

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### Reconciliation

After adjustments, the sales price range is between \$1.18/SF and \$2.09/SF. Although the combined site's characteristics are used to support a value conclusion, considering the subject's own physical characteristics and topography underlying a ravine/creek and flood areas, a market value of \$1.75/SF is estimated for the subject property.

### Combined Property Land Value

Land Value: 146,942 SF x \$1.75/SF = \$257,149

### Subject Property Land Value

Fee Simple Land Area:	19,844 SF x \$1.75/SF =	\$34,727
Prescriptive Right of Way Area:	338 SF x \$1.75/SF x 1% =	\$ 6
Total Land Value	20,182 SF	\$34,733

Estimated Land Value by Sales Comparison Approach.....\$34,733

COST APPROACH

Whole: Part to be Acquired: Remainder After: 

Estimated Replacement/Reproduction Cost					
Building Improvements	Quantity	\$ per measure	Cost New	<Depreciation>	Value
None					-0-
Contributory Value of the Building Improvements:					-0-
Impacted Site Improvements Only					
Gravel Paving	1,125 SF	\$2.50/SF	\$2,813	30% <\$844>	\$1,969
Monument Sign	1 Unit	\$16,000	\$16,000	10% <\$1,600>	\$14,400
Contributory Value of the Impacted Site Improvements					\$16,369
Contributory Value of All Improvements					\$16,369
Fee Simple Land Area:	19,844 SF x \$1.75/SF =	\$34,727			
Prescriptive Right of Way Area:	338 SF x \$1.75/SF x 1% =	\$ 6			\$34,733
Total Land Value	20,182 SF	\$34,733			
Estimated Value by Cost Approach					\$51,102

#### Impacted Site Improvements and Site Improvement Depreciation

There is +/- 1,125 SF of gravel paving underlying the vehicle pull-off from FM 664 that is impacted by the acquisition. There is also a stone monument sign announcing the City of Ovilla. The estimated replacement value for the sign includes a small landscape bed in front of the sign with seasonal plantings. The cost for these items is based on information provided in Marshall Valuation Service as well as other costs estimates within the appraiser's files. To the base costs, we added a 10% allowance for entrepreneurial profit and 5% for indirect costs to each of our cost estimates.

The gravel paving appears to be in average condition, with minor deterioration noticeable, therefore, 30% depreciation is estimated. The monument sign appears to be of newer vintage and is in very good condition with 10% depreciation estimated.



## PARTS TO BE ACQUIRED

### Highest and Best Use

Given its shape, size and integration into the subject property, the acquisition parcel is not considered a separate economic unit, therefore, its highest and best use is as a contributing component to the whole property and will have the same unit value as the whole property.

### Proposed Right of Way Acquisition

The proposed fee simple acquisition is for 0.082 acres, or 3,557 SF of land, of which 338 SF is located in the prescriptive right of way of W. Main St. The acquisition is located along the entirety of the subject's W. Main St. frontage then wraps its corner with FM 664 and continues 184.02' before terminating into a point along the FM 664 boundary (see following pages for aerials and exact dimensions). There are no building improvements impacted by the acquisition, and the only site improvements impacted consist of a portion of gravel paving and a monument sign.

### Proposed Easement Acquisition

The State of Texas also seeks an easement acquisition for drainage purposes which comprises 0.056 acres, or 2,455 SF of land. The proposed easement acquisition is located along a portion of the subject's FM 664 boundary in its southern portion and comprises vacant land only (see following pages for aerials and exact dimensions). The type of drainage materials or improvements that will be constructed in this proposed area are unknown, therefore, we assume that the property owner is giving rights to the easement holder that equate to 99% of the fee simple value. Immediately after the imposition of the easement, the value of the land in the easement area is considered to be 1% of the fee simple value of the land.

*There are native trees and vegetation within the acquisition area. The value of the native trees and vegetation is considered inherent in the value of the underlying land and thus considered non-compensable as separate items.*

## PART TO BE ACQUIRED

CONTRIBUTORY VALUE OF THE IMPROVEMENTS					
Building Improvements	Number of SF	\$ per unit	Cost New	<Depreciation>	Value
None					
<b>Site Improvements</b>					
Gravel Paving	1,125 SF	\$2.50/SF	\$2,813	30% <\$844>	\$1,969
Monument Sign	1 Unit	\$16,000	\$16,000	10% <\$1,600>	\$14,400
<b>Total Contributory Value of the Site Improvements</b>					<b>\$16,369</b>
<b>Total Contributory Value of All Improvements</b>					<b>\$16,369</b>
Fee Simple Land Area: 3,219 SF x \$1.75/SF =		\$5,633			
Prescriptive Right of Way 338 SF x \$1.75/SF x 1% =		\$ 6			
Easement Acquisition Area 2,455 SF x \$1.75/SF x 99% =		\$ 4,253			\$9,892
Total		\$ 9,892			
<b>TOTAL VALUE AS A UNIT</b>					<b>\$26,261</b>

## REMAINDER BEFORE THE ACQUISITION

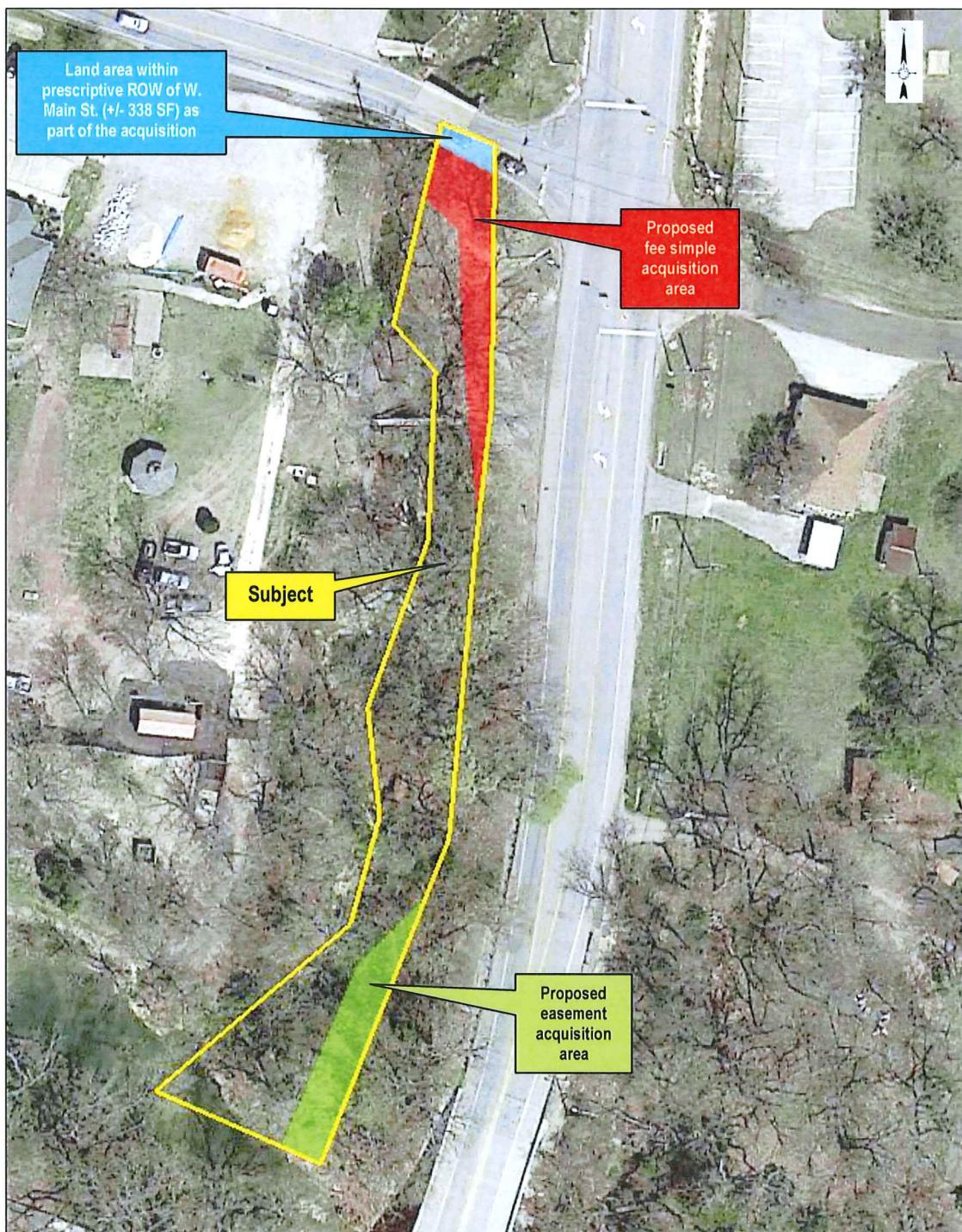
CONTRIBUTORY VALUE OF THE IMPROVEMENTS					
Building Improvements	Number of SF	\$ per unit	Cost New	<Depreciation>	Value
None					
<b>Site Improvements</b>					
None					\$0
<b>Contributory Value of All Improvements</b>					<b>\$0</b>
Unencumbered Land Area: 14,170 SF x \$1.75/SF =		\$24,798			
Drainage Easement Land Area: 2,455 SF x \$1.75/ SF x 1% =		\$ 43			\$24,841
Total Remainder Land Value		\$24,841			
<b>TOTAL VALUE AS A UNIT</b>					<b>\$24,841</b>

## PART TO BE ACQUIRED

### Personal Property & Utilities in the Part to be Acquired

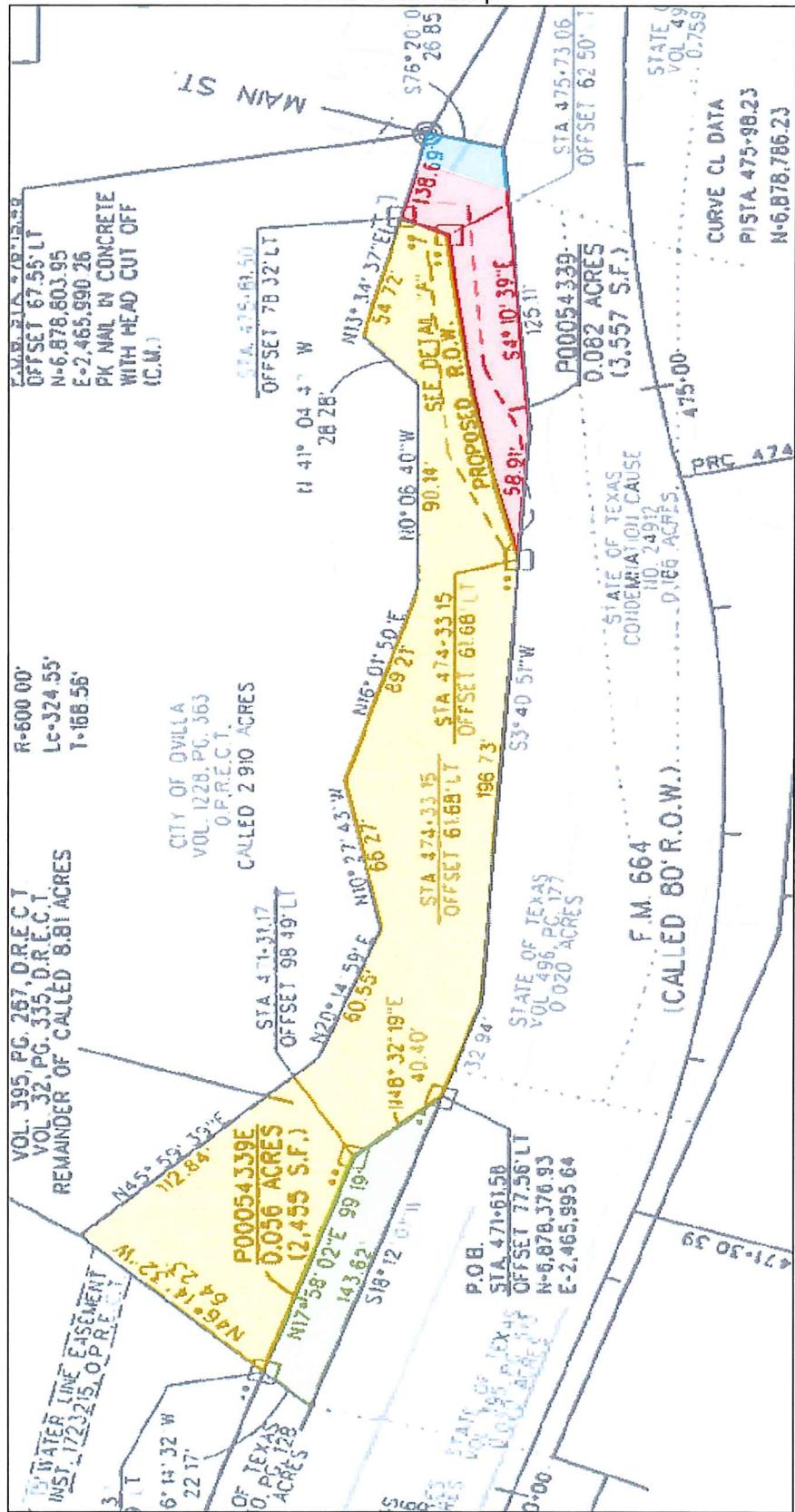
Items of personal property observed within the acquisition area include, but are not limited to, a movable bench, trash receptacle and small wood pallet-type foot bridge that is not affixed to the terrain. It is Extraordinary Assumption of this report that a commemorative pole sign and decorations, as well as the large foot bridge spanning the creek, are not located within the acquisition area. Also situated in and/or proximate to the acquisition area are water easements, utility lines and appurtenances. These items are assumed to be the property of other unrelated entities. It is assumed the Texas Department of Transportation will negotiate the successful movement and reconnection of other utilities where necessary, and without burden to the subject owner.

Aerial of the Proposed Acquisition



## PART TO BE ACQUIRED

## Parcel Sketch Excerpt



Subject property shaded orange; acquisition shaded red; prescriptive ROW shaded blue;  
Easement acquisition shaded green

## PROPERTY VALUATION SUMMARY

Whole: Part to be Acquired: Remainder After: HIGHEST AND BEST USE ANALYSIS

The *Highest and Best Use* analysis should consider the reasonably probable and legal use of vacant land or improved property considering legally permissible, physically possible, financially feasible, and maximally productive. The highest and best use of the remainder is unchanged by the acquisition and continues to be for assemblage with the western adjacent tract for future commercial development as demand warrants. See Page 3.1.

VALUATION APPROACHES & RECONCILIATION

The remainder property is 16,625 SF tract of land of which 2,455 SF is encumbered with a new drainage easement, which is located in an existing steep ravine and creek area. As stated previously, the whole subject property underlies a creek/ravine area that is in common use with the adjacent public park and undevelopable on its own. As such, the impact of the acquisition is minimal.

The Sales Comparison Approach is the most reliable and commonly utilized method of estimating the value of land in this market and is used in our analysis. As no remaining site improvements are adversely impacted, and due to the unique nature of the property, the Cost Approach, Sales Comparison Approach and Income Approach for improved properties are not applicable for appraisal purposes and are not included in the valuation of the remainder.

Cost Approach .....	N/A
Sales Comparison Approach .....	\$24,841
Income Approach .....	N/A

Contributory Value of Improvements (Itemized)	
None	-0-
<b>Total of Contributory Value of Improvements</b>	<b>-0-</b>

Remainder Property Land Value

Unencumbered Land Area: 14,170 SF x \$1.75/SF = \$24,798  
 Drainage Easement Land Area: 2,455 SF x \$1.75/ SF x 1% = \$ 43  
 Total Remainder Land Value \$24,841

Reconciled Total Remainder Land Value ..... \$24,841

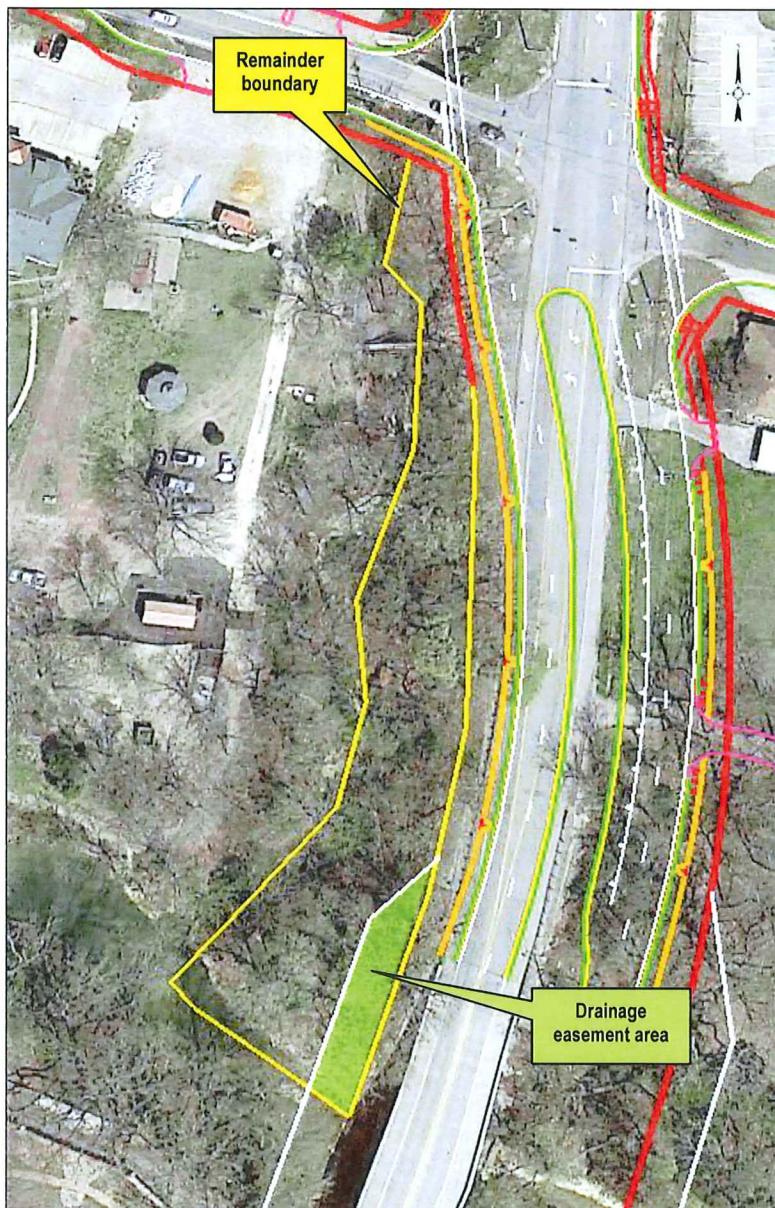
Each approach developed follows this page and is sequenced as shown below.

Land Value Pg. 5.2	Cost Approach N/A	Sales Comparison Approach N/A	Income Approach N/A
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## REMAINDER AFTER THE ACQUISITION ANALYSIS

- The remainder will be a 16,625 SF tract of land with 2,455 SF of its southeastern corner encumbered with a new drainage easement. Before the acquisition, the subject property was essentially a creek tract in common use with the adjacent park tract and undevelopable on its own. The location of the easement is in a steep ravine area near the FM 664 bridge where the creek underlying the subject drains into the larger Red Oak Creek, therefore, its impact on the remainder is minimal.
- As the subject property was an undevelopable assemblage candidate, the impact of the fee simple acquisition in its northern portion is likewise minimal. Although the City of Ovilla monument sign is within the acquisition area, there is room in the north portion of the remainder for its relocation.
- The majority of the informal, gravel-paved vehicle pull-off area from FM 664 is located within the acquisition; however, there was no driveway or drive throat to this area before the acquisition. It appeared mainly to serve the commemorative signage area and as an informal pathway to the creek foot bridge (not within the acquisition).
- As there was no formal parking areas or driveway access to the subject tract in the before condition, the acquisition does not negatively impact either component in the remainder.

Based on the above discussion, the overall utility of the site remains materially as before the acquisition; therefore, the highest and best use of the property remains unchanged and continues to be for assemblage with the westerly adjacent tract for future commercial development as demand warrants.



**SALES COMPARISON APPROACH**      Whole:       Part to be Acquired:       Remainder After:   
 Land:       Improved:

**VALUATION GRID****Representative Comparable Sales**

Subject		Comp No. 1	Comp No. 2	Comp No. 3	Comp No. 4	Comp No. 5	Comp No. 6
Grantor		Patricia Ruyle, Linda Reeder and Michelle...	Rodney Granzin & Deborah Granzin	Russell Earnhart	Roy Narmour	Misty Doan	Pauline Feemster, Steve Feemster...
Grantee		Carl D. Neal and Lisa Lynn	Kona Ice Lake Arlington, LLC	K & M Evans, LLC, et al	Cool Days, Inc.	Carrizales, Rodriguez & ...	Liberty CDL Holdings, LLC
Date of Sale		10/13/2020	08/03/2020	02/23/2018	05/11/2018	01/30/2020	05/04/2020
Unit Price (\$/SF)		\$2.07	\$2.62	\$3.00	\$1.79	\$1.70	\$2.38
Relative Location		S	S	E	NE	NE	SW
Rights Conveyed		Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financing		Cash	Cash	Cash	Cash	Seller Note See Comments	Cash
Conditions of Sale		Arm's Length	Arm's Length	Arm's Length	Arm's Length	Arm's Length	Arm's Length
Adjusted Price (\$/SF)		\$2.07	\$2.62	\$3.00	\$1.79	\$1.70	\$2.38
Market Conditions		See Comments +15%	+5%	+15%	+14%	+7%	+6%
Adjusted Price (\$/SF)		\$2.38	\$2.75	\$3.45	\$2.04	\$1.82	\$2.52
<b>Physical Characteristics</b>							
Location	City of Ovila Midlothian ISD			Superior -5%			
Access	See Comments	Superior -5%	Inferior +5%	Inferior +5%	Inferior +5%	Superior -5%	Inferior +5%
Zoning	CR	Inferior +1%	Inferior +1%				
Size	3.288 acres or 143,385 SF	168,969 SF +5%	43,562 SF -15%	64,904 SF -10%	75,794 SF -10%	58,196 SF -15%	117,786 SF -5%
Topography/Flood	See Comments	Superior -30%	Superior -20%	Superior -30%	Superior -30%	Superior -15%	Superior -30%
Utilities	All available	Water, no sewer +5%	Water, no sewer +5%				Water, no sewer +5%
Net Adjustments		-24%	-24%	-40%	-35%	-35%	-25%
Indicated Unit Value		\$1.81	\$2.09	\$2.07	\$1.33	\$1.18	\$1.89
Value Indicator/SF							\$1.75

Due to the minor impact of the acquisition, the adjustments discussed in the valuation of the whole property apply to the valuation of the remainder. The size and location of the easement does not impact the overall land value estimate.

**Combined Property Remainder Property Land Value**

Unencumbered Land Area:	140,930 SF x \$1.75/SF =	\$246,628
Drainage Easement land Area	2,455 SF x \$1.75/SF x 1% =	\$ 43
Total Combined Remainder Land Value		\$246,671

**Subject Property Remainder Land Value**

Unencumbered Land Area:	14,170 SF x \$1.75/SF =	\$ 24,798
Drainage Easement Land Area:	2,455 SF x \$1.75/ SF x 1% =	\$ 43
Total Remainder Land Value		\$ 24,841

**Estimated Remainder Land Value by Sales Comparison Approach** ..... \$24,841

## EXPLANATION OF DAMAGES

After the acquisition, the remainder subject tract will be a 16,625 SF tract of land that is encumbered with a new drainage easement in its southern portion underlying a steep ravine and creek area.

The subject property before the acquisition was essentially a creek/ravine tract under common use with the adjacent park tract and was undevelopable on its own. Based on our analysis, the acquisition does not materially impact the remainder property. Its overall utility and highest and best use are unchanged, therefore, market data does not support damages to the remainder.

### Cost to Cure

There is adequate room on the remainder's north portion to restore the monument sign. The replacement cost for this item must be reduced by any previously estimated compensation in the Part to be Acquired (see Page 4.0).

Cost to Cure				
Item	Cost New	Less Part Acquired/Damages	Total Cost to Cure	
Monument Sign	1 Unit	\$16,000	\$14,400	\$1,600
<b>Total Cost to Cure</b>				<b>\$1,600</b>

### COMPENSATION SUMMARY

#### WHOLE PROPERTY:

The market value of the whole property is ..... \$51,102

#### PART TO BE ACQUIRED:

Considered as severed land, the fee simple title to the part being acquired for highway purposes (less oil, gas and sulphur and subject to existing easements, if any, which are not to be extinguished) is ..... \$ 26,261

#### REMAINING PROPERTY:

The value of the remainder immediately before the acquisition is ..... \$24,841

Considering the uses to which the part taken is to be subjected to, the market value of the remainder immediately after the acquisition is ..... \$24,841

NET DAMAGES OR ENHANCEMENTS, if any ..... \$ 0

COST TO CURE ..... \$ 1,600

#### ACCESS:

The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of ..... \$ 0

**TOTAL COMPENSATION** ..... **\$ 27,861**

## **ADDENDA**

## GENERAL ASSUMPTIONS & LIMITING CONDITIONS

---

This appraisal and report have been prepared under the following general assumptions and limiting conditions:

Information furnished by others is assumed to be true, factually correct, and reliable. No responsibility for its accuracy is assumed by the appraiser. Should there be any material error in the information provided to the appraiser, the results of this report are subject to review and revision.

All mortgages, liens and encumbrances have been disregarded unless so specified within this report. The subject property is analyzed as though under responsible ownership and competent management. It is assumed in this analysis that there were no hidden or unapparent conditions of the property, subsoil, or structures, including hazardous waste conditions, which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them. No responsibility is assumed for legal matters existing or pending, nor is opinion rendered as to title, which is assumed to be good.

The appraiser assumes that no hazardous wastes or mold contamination exists on or in the subject property unless otherwise stated in this report. The existence of hazardous material, which may or may not be present on the property was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the subject property. The appraiser however, is not qualified to detect such substances or detrimental environmental conditions. The value estimate rendered in this report is predicated upon the assumption that there is no such material on or affecting the property which would cause a diminution in value. No responsibility is assumed by the appraiser for any such conditions, or for any expertise or environmental engineering knowledge required to discover same. The client is urged to retain an expert in this field if so desired.

It is assumed that there is full compliance with all applicable federal, state, and local land use laws and environmental regulations and unless non-compliance is noted, described, and considered herein.

The Americans with Disabilities Act (ADA) became effective January 26, 1992. The appraiser has not made a specific compliance survey and/or analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more elements of the ADA. If so, this fact could have a negative effect upon the value of the property. Since the appraiser has no direct evidence relating to this issue, the appraiser did not consider possible noncompliance with the requirements of the ADA in estimating the value of the subject property.

It is assumed that all required licenses, consents or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

Possession of this report, or a copy thereof, does not carry with it the right of publication.

Unless prior arrangements have been made, the appraiser, by reason of this report, is not required to give further consultation or testimony, or to be in attendance in court with reference to the property that is the subject of this report.

The appraiser has made no legal survey nor has he/she commissioned one to be prepared. Therefore, reference to a sketch, plat, diagram or previous survey appearing in the report is only for the purpose of assisting the reader to visualize the property.

Unless otherwise noted, this appraisal has not given any specific consideration to the contributory or separate value of any mineral, water or timber rights associated with the subject real estate.

Disclosure of the contents of this report is governed by the Bylaws and Regulations of the Appraisal Institute.

No responsibility is assumed for matters legal in character or nature. No opinion is rendered as to title, which is assumed to be good and marketable. All existing liens, encumbrances and assessments have been disregarded, unless otherwise noted.

## GENERAL ASSUMPTIONS & LIMITING CONDITIONS

---

The signatory of this appraisal is a fully qualified commercial appraiser who has been involved in the valuation and/or review of many similar properties. This education and experience in valuing similar properties satisfies the competency provision of USPAP. The qualifications of the appraiser are attached to this report.

This appraisal has been made subject to current market terms of financing.

This appraisal was prepared by the appraiser named herein for the exclusive use of the client named herein. The information and opinions contained in this appraisal set forth the appraiser's best judgment in light of the information available at the time of the preparation of this report. Any use of this appraisal by any other person or entity, or any reliance or decisions based on this appraisal are the sole responsibility and at the sole risk of the third party. The appraiser accepts no responsibility for damages suffered by any third party as a result of reliance on or decisions made or actions taken based on this report.

If the cost approach to value was developed and presented in this appraisal report, if has been done so only as a measure of additional support for the final opinion of the defined value herein. Use of the cost approach data and/or analysis in whole or part for any other purpose is not intended by the appraiser. Nothing set forth in the appraisal should be relied upon for the purpose of determining the amount or type of insurance coverage to be placed on the subject property. The appraiser assumes no liability for and does not guarantee that any insurable value estimate inferred from this report will result in the subject property being fully insured for any loss that may be sustained. Further, the cost approach may not be reliable indication of replacement or preproduction costs for any date other than the effective date of this appraisal due to changing costs of labor and materials and due to changing building costs and governmental regulations and requirements.

All engineering is assumed to be correct. No responsibility is assumed for matters of hydrology, transportation engineering, drainage or project design.

## EXHIBIT "A"

County: Ellis  
Highway: F.M. 664  
R.O.W. CSJ: 1051-01-057  
CCSJ: 1051-01-052

Page | 1 of 4  
February 4, 2021

**Parcel P00054339**

Being a 0.082-acre (3,557 square foot) tract of land situated in Ellis County, Texas, in the James McNamara Survey, Abstract No. 693, being part of a tract of land conveyed to Ovilla Community Center, recorded in Volume 395, Page 267 and Volume 32, Page 335, Deed Records, Ellis County, Texas, (D.R.E.C.T.) and being more particularly described by metes and bounds as follows:

**BEGINNING** at a found PK Nail with head cut off at the Northwest corner of said Ovilla Community Center tract and Northeast corner of a tract of land conveyed to City of Ovilla, recorded in Volume 1228, Page 363, Official Public Records, Ellis County, Texas (O.P.R.E.C.T.) at Station 476+15.46, 67.55 feet Left (N 6,878,803.95, E 2,465,990.26);

- 1) **THENCE** South 76 Degrees 20 Minutes 00 Seconds East, along the North line of said Ovilla Community Center tract and the centerline of Main Street, a distance of 26.85 feet to a point for the Northeast corner of said Ovilla Community Center tract and along the Existing West Right-of-Way line of F.M. 664 (called 80-foot R.O.W.) conveyed to State of Texas, recorded in Volume 496, Page 181 and Volume 496, Page 177, D.R.E.C.T.;
- 2) **THENCE** South 4 Degrees 10 Minutes 39 Seconds East, along the East line of said Ovilla Community Center tract and the Existing West Right-of-Way line of F.M. 664, a distance of 125.11 feet to a point;
- 3) **THENCE** South 3 Degrees 40 Minutes 51 Seconds West, along the East line of said Ovilla Community Center tract and the Existing West Right-of-Way line of F.M. 664, a distance of 58.91 feet to a set 5/8-inch iron rod with plastic cap stamped "TxDOT Survey Marker, Right of Way Monument" on the Proposed West Right-of-Way line of F.M. 664 at Station 474+33.15, 61.68 feet Left and the beginning of a curve to the Right;
- 4) **THENCE** along the Proposed West Right-of-Way line of F.M. 664 and said curve having a radius of 837.50 feet, a delta angle of 10 Degrees 01 Minutes 05 Seconds, an arc length of 146.44 feet, whose chord bears North 9 Degrees 28 Minutes 16 Seconds West, a distance of 146.25 feet to a set 5/8-inch iron rod with plastic cap stamped "TxDOT Survey Marker, Right of Way Monument" at Station 475+73.06, 62.50 feet Left and the beginning of a curve to the Left;
- 5) **THENCE** along the Proposed West Right-of-Way line of F.M. 664 and said curve having a radius of 462.00 feet, a delta angle of 2 Degrees 16 Minutes 12 Seconds, an arc length of 18.30 feet, whose chord bears North 63 Degrees 55 Minutes 31 Seconds West, a distance of 18.30 feet to a set 5/8-inch iron rod with plastic cap stamped "TxDOT Survey Marker, Right of Way Monument" at Station 475+81.50, 78.32 feet Left
- 6) **THENCE** North 13 Degrees 34 Minutes 37 Seconds East, along the West line of said Ovilla Community Center tract and the East line of said City of Ovilla tract, a distance of 38.69 feet to the **POINT OF BEGINNING**, containing 0.082 acres (3,557 feet) of land.

EXHIBIT "A"

County: Ellis  
Highway: F.M. 664  
R.O.W. CSJ: 1051-01-057  
CCSJ: 1051-01-052

Page | 2 of 4  
February 4, 2021

**Parcel P00054339E**

Being a 0.056-acre (2,455 square foot) easement situated in Ellis County, Texas, in the James McNamara Survey, Abstract No. 693, being part of a tract of land conveyed to Ovilla Community Center, recorded in Volume 395, Page 267 and Volume 32, Page 335, Deed Records, Ellis County, Texas, (D.R.E.C.T.) and being more particularly described by metes and bounds as follows:

**COMMENCING** at a found PK Nail with head cut off at the Northwest corner of said Ovilla Community Center tract and Northeast corner of a tract of land conveyed to City of Ovilla, recorded in Volume 1228, Page 363, Official Public Records, Ellis County, Texas (O.P.R.E.C.T.);

**THENCE** South 76 Degrees 20 Minutes 00 Seconds East, along the North line of said Ovilla Community Center tract and the centerline of Main Street, a distance of 26.85 feet to a point for the Northeast corner of said Ovilla Community Center tract and along the Existing West Right-of-Way line of F.M. 664 (called 80-foot R.O.W.) conveyed to State of Texas, recorded in Volume 496, Page 181 and Volume 496, Page 177, D.R.E.C.T.;

**THENCE** South 4 Degrees 10 Minutes 39 Seconds East, along the East line of said Ovilla Community Center tract and the Existing West Right-of-Way line of F.M. 664, a distance of 125.11 feet to a point;

**THENCE** South 3 Degrees 40 Minutes 51 Seconds West, along the East line of said Ovilla Community Center tract and the Existing West Right-of-Way line of F.M. 664, a distance of 255.63 feet to a point;

**THENCE** South 18 Degrees 12 Minutes 01 Seconds West, along the East line of said Ovilla Community Center tract and the Existing West Right-of-Way line of F.M. 664, a distance of 32.94 feet to a set 5/8-inch iron rod with plastic cap stamped "TxDOT Survey Marker, Right of Way Monument" on the Proposed Easement at Station 471+61.56, 77.56 feet Left and the **POINT OF BEGINNING** (N 6,878,376.93, E 2,465,995.64);

- 1) **THENCE** South 18 Degrees 12 Minutes 01 Seconds West, along the East line of said Ovilla Community Center tract and the Existing West Right-of-Way line of F.M. 664, a distance of 143.62 feet to a point for the Southeast corner of said Ovilla Community Center tract and the Northeast corner of a tract of land conveyed to Sharaf Family Trust, recorded in Volume 1743, Page 367, O.P.R.E.C.T.;
- 2) **THENCE** North 46 Degrees 14 Minutes 32 Seconds West, along the South line of said Ovilla Community Center tract and the North line of said Sharaf tract, a distance of 22.17 feet to a set 5/8-inch iron rod with plastic cap stamped "TxDOT Survey Marker, Right of Way Monument" on the Proposed Easement at Station 470+23.37, 97.59 feet Left;

## FIELD NOTES

### EXHIBIT "A"

County: Ellis  
Highway: F.M. 664  
R.O.W. CSJ: 1051-01-057  
CCSJ: 1051-01-052

Page | 3 of 4  
February 4, 2021

- 3) THENCE North 17 Degrees 58 Minutes 02 Seconds East, along the Proposed Easement, a distance of 99.19 feet to a set 5/8-inch iron rod with plastic cap stamped "TxDOT Survey Marker, Right of Way Monument" on the Proposed Easement at Station 471+31.17, 98.49 feet Left;
- 4) THENCE North 48 Degrees 32 Minutes 19 Seconds East, along the Proposed Easement, a distance of 40.40 feet to the **POINT OF BEGINNING**, containing 0.056 acres (2,455 feet) of land.

Basis of Bearing is the Texas State Plane Coordinate System, North Central Zone (4202), NAD 83, (2011) Epoch 2010. All distances and coordinates shown hereon are surface values displayed in US Survey Feet. A Surface Adjustment Factor of 1.000072449 was used to scale grid coordinates and distances to surface.

Note: This legal description is accompanied by a survey plat of even date.

\* TxDOT cap not set due to no right-of-entry or access to property.

\*\* The monument described, and set may be replaced with the State's Type II right-of-way marker upon the completion of the construction project, under the supervision of a RPLS, either employed or retained by the State.

That I, Timothy A. Frost, a Registered Professional Land Surveyor, hereby certify that this legal description hereon and accompanying plat of even date represent an actual survey made on the ground under my supervision.

*Timothy A. Frost 2/21/2021*

Timothy A. Frost  
Texas Registered Professional Land Surveyor #5316  
Teague, Nall & Perkins  
5237 N. Riverside Drive, Suite 100  
Fort Worth, TX 76137  
TBPELS Firm Number 10011600





INSPECTION REQUEST LETTER



Real Estate Valuation & Litigation Support  
3021 Ridge Road, Suite 127  
Rockwall, Texas 75032  
Office 972-772-9442

October 4, 2021

Ovilla Community Center  
105 Cockrell Hill Rd., Suite 2  
Ovilla, TX 75154

Re: Appraisal of your property for the FM 664 Ovilla Road Improvement Project.

Dear Property Owner,

In connection with the FM 664 Ovilla Road Improvement Project, our firm has been retained by the Texas Department of Transportation to perform a real estate appraisal of a proposed partial acquisition involving your property.

We would like to meet with you to inspect the property and discuss the appraisal process. Please contact me at 972-772-9442 to arrange for a convenient time to meet at the property. You can also contact me via email or (christi@caavaluation.com).

Enclosed are the parcel survey and field notes pertaining to the proposed acquisition. Should you have questions, please feel free to contact me at any time.

Sincerely,

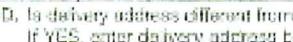
COMMERCIAL APPRAISAL ASSOCIATES

A handwritten signature in blue ink that reads "Christi Glendinning, MAI".

Christi Glendinning, MAI

WWW.CAAVALUATION.COM

**CERTIFIED MAIL RECEIPT**

<b>SENDER: COMPLETE THIS SECTION</b>		<b>COMPLETE THIS SECTION ON DELIVERY</b>	
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		<p>A. Signature </p> <p><input checked="" type="checkbox"/> Agent      <input type="checkbox"/> Addressee</p> <p>B. Received by Printed Name </p> <p>C. Date of Delivery </p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p><i>649-14232</i></p>	
<p>1. Recipient Address</p> <p align="center"><b>Ovilla Community Center 105 Cockrell Hill Rd., Suite 2 Ovilla, TX 75154</b></p> <p align="center"></p> <p align="center">9590 9402 6465 0346 2099 90</p>		<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature      <input type="checkbox"/> Priority Mail Express®  <input type="checkbox"/> Adult Signature Restricted Delivery      <input type="checkbox"/> Registered Mail®  <input type="checkbox"/> Adult Signature Restricted Delivery      <input type="checkbox"/> Registered Mail Restricted Delivery  <input checked="" type="checkbox"/> Certified Mail®      <input type="checkbox"/> Signature Confirmation™  <input checked="" type="checkbox"/> Certified Mail Restricted Delivery      <input type="checkbox"/> Signature Confirmation Restricted Delivery  <input type="checkbox"/> Collection Delivery      <input type="checkbox"/> Collection Delivery Restricted Delivery  <input type="checkbox"/> Collection Delivery Restricted Delivery      <input type="checkbox"/> Restricted Delivery</p>	
<p>2. Article Number (Number from service label)</p> <p align="center">7020 0090 0000 6961 4688</p>		<p>4. Domestic Return Receipt</p>	

PS Form 3811, July 2020 PSM 7330-02-000-0063

Domestic Return Receipt

<b>U.S. Postal Service™ CERTIFIED MAIL® RECEIPT</b> <i>Domestic Mail Only</i>																																																	
For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a>																																																	
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<i>MAIL USE</i>																																																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Certified Mail Fee</td> <td style="width: 15%;">\$3.75</td> <td style="width: 15%;">0080</td> <td style="width: 15%;">50</td> </tr> <tr> <td>Extra Services &amp; Postage</td> <td>\$3.05</td> <td colspan="2"></td> </tr> <tr> <td><input type="checkbox"/> Return Receipt Requested</td> <td>\$10.00</td> <td colspan="2" style="text-align: center;">Postmark 10/04/2021</td> </tr> <tr> <td><input type="checkbox"/> Return Receipt Electronic</td> <td>\$0.00</td> <td colspan="2" style="text-align: center;">Delivery Date 10/04/2021</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td>\$0.00</td> <td colspan="2"></td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted</td> <td>\$0.00</td> <td colspan="2"></td> </tr> <tr> <td><input type="checkbox"/> Power Signature Restricted Delivery</td> <td>\$0.00</td> <td colspan="2"></td> </tr> <tr> <td>Postage</td> <td>\$1.50</td> <td colspan="2" style="text-align: center;">10/04/2021</td> </tr> <tr> <td>Total Postage and Fees</td> <td><b>\$8.15</b></td> <td colspan="2"></td> </tr> <tr> <td colspan="2">5. Name of Recipient</td> <td colspan="2"></td> </tr> <tr> <td colspan="2"> <i>Ovilla Community Center 105 Cockrell Hill Rd., Suite 2 Ovilla, TX 75154</i> </td> <td colspan="2" style="text-align: center;">See Reverse for instructions</td> </tr> <tr> <td colspan="2"> <small>PS Form 3800, April 2015 5000-0000-0042</small> </td> <td colspan="2"></td> </tr> </table>		Certified Mail Fee	\$3.75	0080	50	Extra Services & Postage	\$3.05			<input type="checkbox"/> Return Receipt Requested	\$10.00	Postmark 10/04/2021		<input type="checkbox"/> Return Receipt Electronic	\$0.00	Delivery Date 10/04/2021		<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00			<input type="checkbox"/> Adult Signature Restricted	\$0.00			<input type="checkbox"/> Power Signature Restricted Delivery	\$0.00			Postage	\$1.50	10/04/2021		Total Postage and Fees	<b>\$8.15</b>			5. Name of Recipient				<i>Ovilla Community Center 105 Cockrell Hill Rd., Suite 2 Ovilla, TX 75154</i>		See Reverse for instructions		<small>PS Form 3800, April 2015 5000-0000-0042</small>			
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**EXCERPTS FROM TITLE**

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10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

- a. **Visible and apparent easements not appearing of record.**
- b. **Rights of tenants in possession under the terms of any unrecorded leases, subleases and/or rental agreements.**
- c. **Rights of parties in possession.**
- d. **All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.**

## APPRAISER'S CERTIFICATE

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The undersigned do hereby certify that, except as otherwise noted in this appraisal report:

I have no present or prospective interest in the property that is the subject of this report. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment. My engagement in this assignment was not contingent upon developing or reporting predetermined results. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

To the best of my knowledge and belief, the statements of fact contained in this appraisal report, upon which analyses, opinions and conclusions expressed herein are based, are true and correct.

This appraisal report sets forth all of the assumptions and limiting conditions (imposed by the terms of my assignment or by the undersigned) affecting the analyses, opinions, and conclusions contained in this report. These are my personal, impartial, unbiased professional analyses, opinions, and conclusions.

This appraisal report has been made in conformity with the Uniform Standards of Professional Appraisal Practice. I certify that, to the best of my knowledge and belief, the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

The Texas Appraiser Licensing and Certification Board requires a program of continuing education for its licensed and authorized appraisers. As of the date of this report, Christi Glendinning and A.W. Glendinning have completed the requirements of the continuing education program of the State of Texas.

Christi Boyd Glendinning and A.W. Glendinning have made a personal inspection of the property that is the subject of this report. Scott Boyd provided market research and assisted with field inspections of comparable sales data.

We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the acceptance of this assignment.

### COMMERCIAL APPRAISAL ASSOCIATES



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Christi Boyd Glendinning, MAI  
Texas Certified General Real Estate Appraiser  
#TX-1321645-G

## QUALIFICATIONS OF CHRISTI BOYD GLENDINNING, MAI

### Professional Summary

Christi Boyd Glendinning is the principal of Commercial Appraisal Associates, a real estate valuation and advisory firm she founded in 1992. Christi is a Certified General Appraiser in the State of Texas and a MAI designated member of the Appraisal Institute with over 30 years' experience in commercial real estate. Her clients include financial institutions, corporations, government agencies, municipalities, attorneys and property owners.



Christi's current focus is in appraisals for transportation, utilities and other infrastructure projects. She has experience in surface, aerial, subsurface and aviation easement valuations, partial acquisition, whole property acquisition, review, surplus properties, market studies, damage analysis and litigation support.

Christi has appraised properties throughout Texas, Virginia, Maryland, Massachusetts, California and the District of Columbia and has provided appraisal review services nationwide.

Properties appraised include virtually all types of real estate ranging from multi-million-dollar retail centers to agricultural land. In the course of her practice, she has also had the opportunity to value many unique properties such as schools, courthouses, health clubs, airport facilities, historical buildings, plant nurseries/growing operations, quarries, marinas and wetlands.

Christi has testified as an expert witness in Special Commissioners hearings as well as before Appraisal District Appraisal Review Boards, in County Courts of Law and in Federal Bankruptcy Court.

### Highlighted Qualifications

BBA Real Estate, 1985, University of Texas at Arlington

MAI Designation (#9505), 1992, Appraisal Institute

R&W-AC Appraisal Certification, 2011, International Right of Way Association

State of Texas Certified General Appraiser (#1321645), through 12/21

### Continuing Education

#### Appraisal Institute

Full course curriculum for the MAI designation

Uniform Standards for Federal Land Acquisition (Yellow Book Course)

Fundamentals of Separating Real Property, Personal Property and Intangible Business Assets

Small Hotel/Motel Valuation

#### International Right of Way Association & Others

Principles of Land Acquisition

Eminent Domain Law Basics for Right of Way Professionals

Ethics and the Right of Way Profession

Principles of Real Estate Negotiation

Right of Way Engineering

Conflict Management

The Uniform Act Executive Summary

Advanced Residential Relocation Assistance

Mobile Home Relocation

Business Relocation

Valuation of Partial Acquisition

United States Land Titles

Easement Valuation

Expert Witness Basics

### Professional Affiliations

**Appraisal Institute**, North Texas Chapter - Regional Representative 2011-12, Central Texas Chapter Board of Directors 2019-2020

**Tarrant County Bar Association**, Associate Member 2011-Present, Membership Committee 2012-2013

**Texas Public Works Association**, Associate Member 2011-Present

**International Right-of-Way Association**, Chapter 36 Education Committee, 2013-2015, Programs Committee Co-Chair 2019-Present

**Leadership Southwest Alumni**, 1996 Graduate

**National Association of Realtors**, **Texas Association of Realtors**, **Austin, Metrotex (Dallas)**, **Houston, Longview, Texarkana, Lubbock, Tyler and Williamson County Area Associations of Realtors**

### Previous Real Estate Experience

1988-1991	Senior Appraiser with Porcher, Bond, Wilk & Allison – Dallas, TX
1986-1988	Real Estate Analyst with Hagood Miller, Inc. – Arlington, TX
1985-1986	Industrial Associate with Henry S. Miller Co. – Dallas, TX

July 1, 2022

County: Ellis  
Federal Project No.: N/A  
Highway: FM 664

ROW CSJ: 1051-01-057  
Parcel ID: P00054339 & P00054339E  
From: FM 1387  
To: Westmoreland Rd.

BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED NO. 7019 1640 0001 1544 1022

OVILLA COMMUNITY CENTER, INC., a voluntarily dissolved Texas non-profit corporation  
c/o City of Ovilla  
Attn: Bobbie Jo Taylor, City Secretary  
105 COCKRELL HILL RD  
OVILLA, TX 75154-1493

Dear Property Owner(s),

In acquiring property for the highway system of Texas, the Texas Department of Transportation (the "Department") follows a definite procedure for appraising the land needed and for handling personal negotiations with each owner. As has been or will be explained by the Department's negotiator, Terry Beck, the Department will acquire a portion of your property for the construction or improvement of the above-referenced highway project. The property is located at the SWC of W. Main St. and FM 664 (Ovilla Rd.), Ovilla, TX, as described in the enclosed legal description and survey (the "Property").

**The Department believes at this stage of the purchase process it is mutually beneficial to confirm that, based on an appraisal, the Department is authorized to offer you \$27,861.00 for the Property, which includes \$26,261.00 for the Property to be purchased and \$1,600.00 for damages to your remaining property.**

The amount listed above is the total amount of just compensation for all interests in the portion of the property, as determined in accordance with State law, less oil, gas and sulphur, subject to clear title being conveyed to the Department. In accordance with State law, it is the policy of the Department to negotiate with the fee owner(s) of the Property with the understanding that the fee owner(s) will, in turn, negotiate with any lessee or other party who may own any interest in the Property or improvements located within the Property, with the exception of public utility easements, which will be handled separately by the Department.

This offer to purchase includes the contributory value(s) of the improvement(s) owned by you as listed below, which are considered to be part of the Property. Since the improvement(s) must be removed, it is the policy of the Department to permit the owner(s) who convey voluntarily to the Department to thereafter retain the improvement(s), if they wish to do so. The retention value(s) are estimated amounts the improvement(s) would bring if sold on public bids. If you wish to retain title to any of the following improvement(s) and remove it (them) from the Property, the above offer must be reduced by the appropriate retention amount(s). This option to retain the improvement(s) does NOT apply should it become necessary for the Department to acquire the Property by eminent domain.

<u>Improvement</u>	<u>Amount to be Subtracted if Retained</u>
Gravel (1,125 SF) Paving	\$1.00
Monument Sign - Stone with Landscape Bed	\$1.00

If you wish to accept the offer based upon this appraisal, please contact Terry Beck, who is an employee of Cobb, Fendley & Associates, Inc., an affiliate that is providing acquisition services on behalf of the Department, as soon as possible, at (817) 445-1016 so that the process of issuing your payment may be started. If you are not willing to accept this offer, you may submit a written request for administrative settlement/counteroffer, setting forth a counteroffer amount and the basis for such amount, provided such settlement request is received in writing within 30 days from the date of this letter. Please note that your opportunity to submit an administrative settlement shall be forfeited if such a settlement request is not received by the Department within the 30-day time deadline.

In the event the condition of the Property changes for any reason, the Department shall have the right to withdraw or modify this offer.

After the date of payment of the purchase price, or the date of deposit in court of funds to satisfy the award of compensation as determined through eminent domain proceedings to acquire the Property, you will be reimbursed by the Department for any fair and reasonable incidental expenses necessarily incurred in transferring title to the Property to the Department. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes, and similar expenses incidental to conveying the Property to the Department, and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the 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 received 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 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.

You may be entitled to additional payments and services under the Department's Relocation Assistance Program. It is emphasized, however, that any benefits that you may be entitled under this program will be handled entirely separate from and in addition to this transaction. You will receive a brochure entitled "*Relocation Assistance*", which will inform you of eligibility requirements, payments, and services that are available.

You have the right to discuss with others any offer or agreement regarding the Department's acquisition of the Property, or you may (but are not required to) keep the offer or agreement confidential from others, subject to the provisions of Chapter 552, Government Code (the Public Records Act) as it may apply to the Department.

Please see the enclosed copy of the proposed instrument that will convey the Property and any improvement owned by you on the Property to the Department. Additionally, please see the enclosed copy of the Texas Landowner Bill of Rights.

Also enclosed is a copy of the Department brochure entitled "*Right of Way Purchase*", which the Department trusts will give you a better understanding of the procedures followed by the Department in purchasing property interests for highway purposes. The Department respectfully requests the opportunity to meet with you or to otherwise discuss and answer any questions you may have regarding the details of the type of facility to be built or concerning the Department's offer or proposed purchase transaction. Also, please do not hesitate to contact Terry Beck at the telephone number provided above regarding any question you may have.

Finally, enclosed are copies of all appraisal reports relating to the Property being acquired, which were prepared in the ten (10) years preceding the date of this offer and produced or acquired by the Department, including the appraisal that determined this offer. These appraisals were prepared by a certified appraiser certified to practice as a certified general appraiser under Chapter 1103, Occupations Code.

Sincerely,



Michael Hale, SR/WA, R/W-URAC, R/W-RAC, R/W-NAC  
Right-of-Way Project Manager  
Cobb, Fendley & Associates, Inc. on behalf of the  
Texas Department of Transportation

ENCLOSURES:

Draft Conveyance Instrument  
Legal Description and Survey of the Property  
Appraisal Report(s)  
Landowner Bill of Rights  
"Right of Way Purchase" Brochure

STATE  
PURCHASE  
OF  
RIGHT OF WAY



Right of Way Division

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## INTRODUCTION

The Texas Department of Transportation is the organization that is responsible to you and millions of other Texans for planning, building and maintaining the state highway system and certain other public transportation facilities. In order to carry out these responsibilities, it is sometimes necessary for us to acquire right of way on new or existing locations. Since at least a portion of your property is required for right of way to improve the public transportation system in your community, we are providing you with this booklet to explain briefly your rights as a citizen as well as the procedure which will be followed in purchasing your property and to answer some of the questions that you probably have.

All of your questions regarding right of way matters will not likely be answered in this booklet, but perhaps the answers to a few of them will enable you to have a better understanding of the overall process. This booklet is offered for general information purposes only; it is not a document of law, rule or regulation. You will have an opportunity at a later date to discuss your individual case with a representative of our department and to ask any questions you may have. On the last page of this booklet you will find the name, telephone number and address of our representative.

This booklet applies only to those rights of way that are acquired for the state of Texas directly by the Texas Department of Transportation. Cities and counties also acquire rights of way for transportation projects.

## **PUBLIC NEED FOR PRIVATE PROPERTY**

Perhaps the first questions that should be answered is “Why does the government have the right to acquire private property?” Our successful existence in a democracy requires the development of public services to improve our way of life. We would be handicapped greatly without lands upon which to carry out the activities of government. For example, there would be no lands for public schools, highways, public hospitals or other facilities necessary to our society. In short, a government cannot provide services to its citizens without the right to acquire land.

## **WHY YOUR PROPERTY IS NEEDED**

More particularly, of course, you are concerned about the reasons why your property is needed. You may have attended a meeting or public hearing where the need and methods of project development were discussed. If so, you are already aware that the department uses a systematic approach to assess engineering conditions, beneficial and adverse social, economic, environmental and other effects of any project that is proposed. Projects are not selected arbitrarily. They are the result of cooperative efforts with proper local agencies, the study of alternatives and a balanced consideration of the need for safe and efficient public transportation. You may be sure that this process was followed on the particular project that involves your property.

Under our form of government, the rights of the individual are of paramount importance. Our laws guarantee these individual rights for all of us. However, our laws also recognize another principle, namely, the public good, which sometimes makes it necessary to resolve a difficult matter such as public acquisition of private property in favor of the majority for the good of all.

Every effort is made to reach a fair and equitable agreement in the purchase of all right of way needed for public transportation pur-

poses. It is hoped sincerely that when a highway project route and design have finally been determined, all citizens will agree that fair and equitable consideration has been given to the property owners involved and that the selected route is in the best interest of the general public.

## **CONTACT BY THE DEPARTMENT**

“When will I know something definite?” This surely is one of the questions you will have. You will be contacted personally by one of our authorized representatives. However, this contact must be delayed until all preliminary requirements for highway project development have been met. In some instances, the time between that date you may have heard of a proposed project and the time you are actually contacted may seem unreasonable, but every effort is made to expedite the various planning, engineering, environmental, public hearing and approval steps so that purchase of right of way can begin at the earliest possible date.

## **COMPENSATION**

You will, of course, want to know how much you will receive for your property. As a property owner, you have the constitutionally guaranteed right to receive just compensation for the property that will be purchased from you. Even though you have the right to receive such compensation, you may make a gift or donation of all or part of the property if you wish to do so. Where payment is to be made, the real property will be appraised to determine just compensation.

Our representative will contact you before any appraisal is made. A thorough investigation of your property will be made to determine its value in accordance with state law. You or your designated representative will be given an opportunity to accompany the appraiser who is evaluating the real estate during the inspection

of the property. Your cooperation and input will aid greatly in ensuring that nothing is overlooked which ought to be included in the appraisal of your property. All appraisals are carefully reviewed by the department to assure that proper appraisal principles and methods have been used to arrive at the value to be offered for your property.

As soon as the appraisal and appraisal review work can be completed, you will be provided a written offer in the amount of the total approved value. You will be provided a copy of the state's appraisal report and you should note that if you already have an appraisal report you are required to provide a copy of it to the state. If you decide to have a separate appraisal done, you are required to provide a copy of it to the state in accordance with the Texas Attorney General's Landowner's Bill of Rights, a copy of which will be provided to you. You will also be advised in the written offer concerning the possible option of retaining any building or other improvements located on the land needed for right of way. Where appropriate, the just compensation for the real property to be acquired and for compensable damages to remaining real property will be stated separately.

Your decision regarding the state's offer for your property needs to be made at the earliest possible time so that the completion of the acquisition process is not delayed. You can appreciate the fact that there is a definite time frame required for every aspect of the highway or transportation project that involves your property.

## **ADMINISTRATIVE SETTLEMENTS**

An administrative settlement is any settlement which is in excess of the agency's approved value. If an agreement on the approved value cannot be reached, the owner may request an administrative settlement. The administrative settlement process is:

- 1) A timely written counteroffer is required and must include a property owner's signed proposal for full settlement setting forth a specific dollar amount with information to support the proposal.
- 2) The counteroffer will be reviewed by an evaluation team.
- 3) The property owner will be notified of the team's decision.
- 4) If an administrative settlement is not approved or if the property owner decides to reject an approved administrative settlement, a final offer letter will be issued at the original approved value.

If improvements are retained, the retention value will be subtracted from the total settlement amount.

## **DONATION OF RIGHT OF WAY**

The donation or gift of all or a portion of your property that is needed for right of way is an option that you have. Obviously, the state funds that are saved if property is donated can be utilized for construction and/or other highway purposes. Donations can also help to expedite the letting of construction contracts and lead to an earlier completion of the project.

In situations where remaining property will be increased greatly in value by the construction of the highway or other transportation facility, the donation of right of way may be to your advantage as a property owner by making your property more suitable for timely development. There are undoubtedly other good and valid reasons for consideration to be given to the possibility of donation or the acceptance of reduced compensation. If you elect to donate your property, an appraisal will be made unless you elect to waive this option.

## **DAMAGES TO REMAINING PROPERTY**

If you have a question about damages, you should know that in many cases highway construction will enhance rather than damage

remaining property. When only a portion of your property is needed, you will be offered an amount for damages only if the appraisal process indicates that your remaining property will have a lesser value after the highway is constructed. The amount established for damages, if any, will be stated separately and will also be included in the total offer made to you by the department.

## **RELOCATION OF IMPROVEMENTS**

Many property owners would like to know if their house or buildings can be moved. If the state's offer for your property is acceptable, arrangements usually can be made for you to keep your house or buildings and move them to another location. Removal of such improvements is the owner's responsibility. Since each case is different, it is best that you discuss this with our authorized representative when you are contacted.

## **TIME ALLOWED FOR RELOCATION**

“Will I have time to look for another home?” is another question that often arises. If your home is purchased, you will be paid the full consideration. Before you are required to move you will be given adequate time to find and buy another home using the proceeds from our purchase. You are not required to move until you receive a written notice and a date to vacate. To the greatest extent practicable you will be given at least 90 days written notice of the date by which you must move. This applies not only to homes but also to all properties where a property owner relocates to a new property or moves retained buildings, fences or other improvements to remaining property.

## **PROPERTY ADJUSTMENT WORK**

Some property owners ask “Will I have time to fence or do other work on my remaining property?” Every effort will be made to make the offer of purchase sufficiently in advance of construction to allow

time for necessary property adjustment work. Examples of property adjustment work are the building of fences along the right of way lines, the construction of new watering facilities for livestock, the removal of any buildings or other improvements which an owner desires to keep from the right of way area being purchased and their reestablishment elsewhere and the adjustment of water lines and similar facilities which are necessary to continued best use of the remaining property.

## **FARMING OF CROPS**

If crops have been planted, the offer to purchase will usually be based on your retaining a right to harvest crops in the ground, with the understanding that after closing the transaction no new crops will be planted. An exception to this procedure is when construction is so imminent that it is not possible to allow time for the harvesting of existing crops. In that case our offer to you will include payment for the existing crops based on the value of such crops at the time of the offer.

## **MORTGAGES**

### **ABOUT YOUR MORTGAGE**

As is the case in the handling of any other real estate transaction, payments must be made to satisfy outstanding mortgages or liens. If only a portion of your property is being acquired, agreement must be reached with the mortgage or lien agency concerning payment requirements. If you were selling your property in a private real estate transaction and part or all of an outstanding mortgage had to be paid, many lending agencies would require a prepayment penalty. Since this sale is being made to the public, most lending agencies, including the Federal Housing Administration, waive this requirement. However, some do not, and you should investigate this matter to determine whether or not such a penalty will have to be paid.

## **THE VA LOAN**

The Veterans Administration recognizes that the sale of your property is not of your choosing. Under these circumstances, your loan privileges may be restored and made available for coverage of another property. The veteran must initiate this action.

## **SMALL BUSINESS LOAN**

The Small Business Administration administers funds for loans for small businesses. You may wish to contact one of their offices to determine how to qualify for a loan.

## **INCOME TAXES**

If your property is worth more today than when you bought it, you may be wondering about paying income tax on the difference when you sell to the public. The sale of property for public purposes comes under a class which the Internal Revenue Service designates as "involuntary conversion." It may not be necessary to pay income tax or capital gains tax depending on how you reinvest your profit from the sale to the state. Any payment received for damages also may not be taxable. You are, therefore, urged to contact the Internal Revenue Service Office which serves your area or seek legal advice on these matters.

## **EMINENT DOMAIN PROCEEDINGS**

Although a sincere and comprehensive effort is made to determine just compensation for the right of way required, including improvements and damages to any of your remaining property and the utilization of the administrative process, you may still not be satisfied and may refuse to sell. In other instances, the title to the land needed for right of way may be clouded to the extent that legal proceedings are necessary to effect transfer of clear title. In these and a few other cases, eminent domain proceedings have to be initiated by the state.

In eminent domain proceedings, the court will appoint three disinterested landowners to serve as Special Commissioners and a hearing will be held to determine the value of the property being acquired. The property owner will be notified of the time and place of the hearing. At this hearing, the Special Commissioners will listen to the evidence of value and arrive at an award that will be filed with the court. A deposit in the amount of the award may be made with the court at which time the state will be entitled to take possession of the property involved. After the deposit is made, the court must authorize withdrawal of the award. If either the property owner or the state is dissatisfied with the amount of the award, objections to the award may be filed within the time limits prescribed by law and the case subsequently tried in the same manner as other civil cases. The basic issue decided in eminent domain cases is the amount of just compensation for the property being acquired and, in the case of a partial acquisition, any damages to the value of your remaining property. For additional information on eminent domain procedures consult the Texas Attorney General's Landowner's Bill of Rights.

If any improvements are included in the property being acquired, they may not be retained by the property owner in eminent domain proceedings.

## **RELOCATION ASSISTANCE AND BENEFITS**

In addition to payment for your property, you may be entitled to additional benefits. If you must move, you may be entitled to assistance in locating another home or business and financial assistance in the form of moving and related expenses. Such benefits, if any, are in addition to the state's offer for your property and are handled separately from the purchase of your real property. It is beyond the scope of this booklet to detail specific benefits; however, if you are eligible, your rights and benefits will be fully explained in detail. A separate relocation assistance booklet is available and you will be furnished with one if you have to move and/or your personal property has to be moved. If the needed right of way is occupied

by a home, business or any personal property, DO NOT MOVE UNTIL YOU HAVE BEEN CONTACTED BY A RELOCATION ASSISTANCE COUNSELOR AND HAVE ESTABLISHED ELIGIBILITY FOR POSSIBLE RELOCATION BENEFITS. MOVING PREMATURELY MAY RESULT IN FORFEITURE OF THESE BENEFITS.

## **INCIDENTAL EXPENSES**

After the date of payment of the purchase price, or the date of deposit in court of funds to satisfy the award of compensation as determined through eminent domain proceedings to acquire real property, you will be reimbursed for any fair and reasonable 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. The Texas Department of Transportation will reimburse eligible incidental expenses upon submission of a claim supported by received 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 review of a claim; however, it must be filed with the department's district office for your area within three months after you are notified of the department's determination on any claim for reimbursement.

## YOUR CIVIL RIGHTS

In accordance with Title VI of the Civil Rights Act of 1964 and related statutes, it is the policy of the department to ensure that no person in the United States of America shall, on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment. 42 U.S.C. §2000d-3), color, national origin, sex, age, retaliation or disability be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any of our programs or activities.

If you believe you have been discriminated against or your rights have been violated under any program or activity of the department, you may file a Title VI Discrimination Complaint.

The Title VI Discrimination Complaint Form can be obtained by:

- Visiting TxDOT's website at <http://www.txdot.gov> and entering keywords "civil rights."
- Contacting the Office of Civil Rights 1-866-480-2518.
- Visiting, in person, the Office of Civil Rights located at 125 E. 11th Street, Austin, TX 78701.

If you have any questions regarding the completion of the form, you may contact the Office of Civil Rights at the number listed above. Upon request, assistance will be provided if you are limited English proficient or disabled. Complaints may be filed using an alternative format, e.g., computer disk, audio tape or in Braille. If you have a speech or hearing impairment, dial Texas Relay at 1-800/735-2988 or 711 for assistance.

The department's Office of Civil Rights will notify you when it receives your complaint.

## **CONCLUSION**

Your Texas Department of Transportation sincerely hopes that the purchase of your property can be accomplished to your satisfaction with an absolute minimum of inconvenience to you. We will be more than happy to assist you in any way we can.

Name, address and telephone number of our representative:

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THE STATE OF TEXAS

# LANDOWNER'S BILL OF RIGHTS

This Landowner's Bill of Rights applies to any attempt to condemn your property. The contents of this Bill of Rights are set out by the Texas Legislature in Texas Government Code section 402.031 and chapter 21 of the Texas Property Code. Any entity exercising eminent domain authority must provide a copy of this Bill of Rights to you.

1. You are entitled to receive adequate compensation if your property is condemned.
2. Your property can only be condemned for a public use.
3. Your property can only be condemned by a governmental entity or private entity authorized by law to do so.
4. The entity that wants to acquire your property must notify you that it intends to condemn your property.
5. The entity proposing to acquire your property must provide you with a written appraisal from a certified appraiser detailing the adequate compensation you are owed for your property.
6. If you believe that a registered easement or right-of-way agent acting on behalf of the entity that wants to acquire your property has engaged in misconduct, you may file a written complaint with the Texas Real Estate Commission (TREC) under section 1101.205 of the Texas Occupations Code. The complaint should be signed and may include any supporting evidence.
7. The condemning entity must make a bona fide offer to buy the property before it files a lawsuit to condemn the property—meaning the condemning entity must make a good faith offer that conforms with chapter 21 of the Texas Property Code.
8. You may hire an appraiser or other professional to determine the value of your property or to assist you in any condemnation proceeding.
9. You may hire an attorney to negotiate with the condemning entity and to represent you in any legal proceedings involving the condemnation.
10. Before your property is condemned, you are entitled to a hearing before a court-appointed panel of three special commissioners. The special commissioners must determine the amount of compensation the condemning entity owes for condemning your property. The commissioners must also determine what compensation, if any, you are entitled to receive for any reduction in value of your remaining property.
11. If you are unsatisfied with the compensation awarded by the special commissioners, or if you question whether the condemnation of your property was proper, you have the right to a trial by a judge or jury. You may also appeal the trial court's judgment if you are unsatisfied with the result.



PREPARED BY THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS • JANUARY 2022



## CONDEMNATION PROCEDURE

Eminent domain is the legal authority certain governmental and private entities have to condemn private property for public use in exchange for adequate compensation. Only entities authorized by law to do so may condemn private property. Private property can include land and certain improvements that are on that property.

### WHO CAN I HIRE TO HELP ME?

You can hire an appraiser or real estate professional to help you determine the value of your property as well as an attorney to negotiate with a condemning entity or to represent you during condemnation proceedings.

### WHAT QUALIFIES AS A PUBLIC PURPOSE OR USE?

Your property may be condemned only for a purpose or use that serves the general public. This could include building or expanding roadways, public utilities, parks, universities, and other infrastructure serving the public. Texas law does not allow condemning authorities to exercise eminent domain for tax revenue or economic development.

### WHAT IS ADEQUATE COMPENSATION?

Adequate compensation typically means the market value of the property being condemned. It could also include certain damages if your remaining property's market value is diminished by the condemnation or the public purpose for which it is being condemned.

### OTHER THAN ADEQUATE COMPENSATION, WHAT OTHER COMPENSATION COULD I BE OWED?

If you are displaced from your residence or place of business, you may be entitled to reimbursement for reasonable expenses incurred while moving to a new site. However, reimbursement costs may not be available if those expenses are recoverable under another law. Also, reimbursement costs are capped at the market value of the property.

### WHAT DOES A CONDEMNOR HAVE TO DO BEFORE CONDEMNING MY PROPERTY?

- ◆ Provide you a copy of this Landowner's Bill of Rights before, or at the same time as, the entity first represents that it possesses eminent domain authority. It is also required to send this Landowner's Bill of Rights to the last known

address of the person listed as the property owner on the most recent tax roll at least seven days before making its final offer to acquire the property.

- If the condemnor seeks to condemn a right-of-way easement for a pipeline or electric transmission line and is a private entity, the condemnor must also provide you a copy of the Landowner's Bill of Right's addendum.
- The addendum describes the standard terms required in an instrument conveying property rights (such as a deed transferring title or an easement spelling out the easement rights) and what terms you can negotiate.
- ◆ Make a bona fide offer to purchase the property. This process is described more fully in chapter 21 of the Texas Property Code. A "bona fide offer" involves both an initial written offer as well as a final written offer.
  - The initial written offer must include:
    - » a copy of the Landowner's Bill of Rights and addendum (if applicable);
    - » either a large-font, bold-print statement saying whether the offered compensation includes damages to the remainder of your remaining property or a formal appraisal of the property that identifies any damages to the remaining property (if any);
    - » the conveyance instrument (such as an easement or deed); and
    - » the name and telephone number of an employee, affiliate, or legal representative of the condemning entity.
  - The final written offer must be made at least 30 days after the initial written offer and must include, if not previously provided:
    - » compensation equal to or more than the amount listed in a written, certified appraisal that is provided to you;
    - » copies of the conveyance instrument; and
    - » the Landowner's Bill of Rights.
- ◆ Disclose any appraisal reports. When making its initial offer, the condemning entity must share its appraisal reports that relate to the property from the past 10 years. You have the right to discuss the offer with others and to either accept or reject the offer made by the condemning entity.

## WHAT IF I DO NOT ACCEPT AN OFFER BY THE CONDEMNING AUTHORITY?

The condemnor must give you at least 14 days to consider the final offer before filing a lawsuit to condemn your property, which begins the legal condemnation process.

## HOW DOES THE LEGAL CONDEMNATION PROCESS START?

The condemnor can start the legal condemnation process by filing a lawsuit to acquire your property in the appropriate court of the county where the property is located. When filing the petition, the condemnor must send you a copy of the petition

by certified mail, return receipt requested, and first class mail. It must also send a copy to your attorney if you are represented by counsel.

## WHAT DOES THE CONDEMNOR HAVE TO INCLUDE IN THE LAWSUIT FILED WITH THE COURT?

The lawsuit must describe the property being condemned and state the following: the public use; your name; that you and the condemning entity were unable to agree on the value of the property; that the condemning entity gave you the Landowner's Bill of Rights; and that the condemning entity made a bona fide offer to voluntarily purchase the property from you.

## SPECIAL COMMISSIONERS' HEARING AND AWARD

No later than 30 days after the condemning entity files a condemnation lawsuit in court, the judge will appoint three local landowners to serve as special commissioners and two alternates. The judge will promptly give the condemnor a signed order appointing the special commissioners and the condemnor must give you, your lawyer, and other parties a copy of the order by certified mail, return receipt requested. The special commissioners will then schedule a condemnation hearing at the earliest practical time and place and to give you written notice of the hearing.



## WHAT DO THE SPECIAL COMMISSIONERS DO?

The special commissioners' job is to decide what amount of money is adequate to compensate you for your property. The special commissioners will hold a hearing where you and other interested parties may introduce evidence. Then the special commissioners will determine the amount of money that is adequate compensation and file their written decision, known as an "Award," in the court with notice to all parties. Once the Award is filed, the condemning entity may take possession and start using the property being condemned, even if one or more parties object to the Award of the special commissioners.

## ARE THERE LIMITATIONS ON WHAT THE SPECIAL COMMISSIONERS CAN DO?

Yes. The special commissioners are tasked only with determining

monetary compensation for the value of the property condemned and the value of any damages to the remaining property. They do not decide whether the condemnation is necessary or if the public use is proper. Further, the special commissioners do not have the power to alter the terms of an easement, reduce the size of the land acquired, or say what access will be allowed to the property during or after the condemnation. The special commissioners also cannot determine who should receive what portion of the compensation they award. Essentially, the special commissioners are empowered only to say how much money the condemnor should pay for the land or rights being acquired.

## WHO CAN BE A SPECIAL COMMISSIONER?

Special commissioners must be landowners and residents in the county where the condemnation proceeding is filed, and they must take an oath to assess the amount of adequate compensation fairly, impartially, and according to the law.

## WHAT IF I WANT TO OBJECT TO A SPECIAL COMMISSIONER?

The judge must provide to the parties the names and contact information of the special commissioners and alternates. Each party will have up to 10 days after the date of the order appointing the special commissioners or 20 days after the date the petition was filed, whichever is later, to strike one of the three special commissioners. If a commissioner is struck, an alternate will serve as a replacement. Another party may strike a special commissioner from the resulting panel within three days after the date the initial strike was filed or the date of the initial strike deadline, whichever is later.

## WHAT WILL HAPPEN AT THE SPECIAL COMMISSIONERS' HEARING?

The special commissioners will consider any evidence (such as appraisal reports and witness testimony) on the value of your condemned property, the damages or value added to remaining property that is not being condemned, and the condemning entity's proposed use of the property.

## WHAT ARE MY RIGHTS AT THE SPECIAL COMMISSIONERS' HEARING?

You have the right to appear or not appear at the hearing. If you do appear, you can question witnesses or offer your own evidence on the value of the property. The condemning entity must give you all existing appraisal reports regarding your property used to determine an opinion of value at least three days before the hearing. If you intend to use appraisal reports to support your claim about adequate compensation, you must provide them to the condemning entity 10 days after you receive them or three business days before the hearing, whichever is earlier.

## DO I HAVE TO PAY FOR THE SPECIAL COMMISSIONERS' HEARING?

If the special commissioners' award is less than or equal to the amount the condemning entity offered to pay before the proceedings began, then you may be financially responsible for the cost of the condemnation proceedings. But, if the award is more than the condemning entity offered to pay before the proceedings began, then the condemning entity will be responsible for the costs.

## WHAT DOES THE CONDEMNOR NEED TO DO TO TAKE POSSESSION OF THE PROPERTY?

Once the condemning entity either pays the amount of the award to you or deposits it into the court's registry, the entity may take possession of the property and put the property to public use. Non-governmental condemning authorities may also be required to post bonds in addition to the award amount. You have the right to withdraw funds that are deposited into the registry of the court, but when you withdraw the money, you can no longer challenge whether the eminent domain action is valid—only whether the amount of compensation is adequate.

## OBJECTING TO THE SPECIAL COMMISSIONERS' AWARD

If you, the condemning entity, or any other party is unsatisfied with the amount of the award, that party can formally object. The objection must be filed in writing with the court and is due by the first Monday following the 20th day after the clerk gives notice that the commissioners have filed their award with the court. If no party timely objects to the special commissioners' award, the court will adopt the award amount as the final compensation due and issue a final judgment in absence of objection.

## WHAT HAPPENS AFTER I OBJECT TO THE SPECIAL COMMISSIONERS' AWARD?

If a party timely objects, the court will hear the case just like other civil lawsuits. Any party who objects to the award has the

right to a trial and can elect whether to have the case decided by a judge or jury.

## WHO PAYS FOR TRIAL?

If the verdict amount at trial is greater than the amount of the special commissioners' award, the condemnor may be ordered to pay costs. If the verdict at trial is equal to or less than the amount the condemnor originally offered, you may be ordered to pay costs.

## IS THE TRIAL VERDICT THE FINAL DECISION?

Not necessarily. After trial any party may appeal the judgment entered by the court.



## DISMISSAL OF THE CONDEMNATION ACTION

A condemnation action may be dismissed by either the condemning authority itself or on a motion by the landowner.

### WHAT HAPPENS IF THE CONDEMNING AUTHORITY NO LONGER WANTS TO CONDEMN MY PROPERTY?

If a condemning entity decides it no longer needs your condemned property, it can file a motion to dismiss the condemnation proceeding. If the court grants the motion to dismiss, the case is over, and you can recover reasonable and necessary fees for attorneys, appraisers, photographers, and for other expenses up to that date.

### WHAT IF I DO NOT THINK THE CONDEMNING ENTITY HAS THE RIGHT TO CONDEMN MY PROPERTY?

You can challenge the right to condemn your property by filing a motion to dismiss the condemnation proceeding. For example, a landowner could challenge the condemning entity's claim that it seeks to condemn the property for a public use. If

the court grants the landowner's motion, the court may award the landowner reasonable and necessary fees and expenses incurred to that date.

### CAN I GET MY PROPERTY BACK IF IT IS CONDEMNED BUT NEVER PUT TO A PUBLIC USE?

You may have the right to repurchase your property if your property is acquired through eminent domain and:

- ◆ the public use for which the property was acquired is canceled before that property is put to that use,
- ◆ no actual progress is made toward the public use within 10 years, or
- ◆ the property becomes unnecessary for public use within 10 years.

The repurchase price is the price you were paid at the time of the condemnation.

## ADDITIONAL RESOURCES AND ADDENDA

For more information about the procedures, timelines, and requirements outlined in this document, see chapter 21 of the Texas Property Code. An addenda discussing the terms required for an instrument of conveyance under Property Code section 21.0114(c), and the conveyance terms that a property owner may negotiate under Property Code section 21.0114(d), is attached to this statement.

The information in this statement is intended to be a summary of the applicable portions of Texas state law as required by HB 1495, enacted by the 80th Texas Legislature, Regular Session, and HB 2730, enacted by the 87th Texas Legislature, Regular Session. This statement is not legal advice and is not a substitute for legal counsel.

## THE STATE OF TEXAS LANDOWNER'S BILL OF RIGHTS

### ADDENDUM A:

#### Required Terms for an Instrument Conveying a Pipeline Right-of-Way Easement or an Easement Related to Pipeline Appurtenances<sup>1</sup>

(1) The maximum number of pipelines that may be installed in the right-of-way acquired through this instrument is \_\_\_\_.

(2) The types of pipeline appurtenances that are authorized to be installed under this instrument for pipeline-related appurtenances, such as pipes, valves, compressors, pumps, meters, pigging stations, dehydration facilities, electric facilities, communication facilities, and any other appurtenances that may be necessary or desirable in connection with a pipeline, are described as follows: \_\_\_\_.

(3) The maximum diameter, excluding any protective coating or wrapping, of each pipeline to be initially installed under this instrument for a pipeline right-of-way is \_\_\_\_.

(4) For each pipeline to be installed under this instrument, the type or category of substances permitted to be transported through each pipeline is \_\_\_\_.

(5) Any aboveground equipment or facility that Grantee<sup>2</sup> intends to install, maintain, or operate under this instrument on the surface of the pipeline easement is described as follows: \_\_\_\_.

(6) A description or illustration of the location of the easement, including a metes and bounds or centerline description, plat, or aerial or other map-based depiction of the location of the easement on the property, is attached as Exhibit \_\_\_\_.

(7) The maximum width of the easement under this instrument is \_\_\_\_.

(8) For each pipeline to be installed under this instrument, the minimum depth at which the pipeline will initially be installed is \_\_\_\_.

(9) The entity installing pipeline(s) under this instrument: (check one)

- intends to double-ditch areas of the pipeline easement that are not installed by boring or horizontal directional drilling.
- does not intend to double-ditch areas of the pipeline easement that are not installed by boring or horizontal directional drilling.

(10) Grantee shall provide written notice to Grantor<sup>3</sup>, at the last known address of the person in whose name the property is listed on the most recent tax roll of any taxing unit authorized to levy property taxes against the property, if and when Grantee assigns any interest conveyed under this instrument to another entity, provided that this provision does not require notice by Grantee for assignment to an affiliate or to a successor through merger, consolidation, or other sale or transfer of all or substantially all of its assets and businesses.

(11) The easement rights conveyed by this instrument are: (check one)

- exclusive.
- nonexclusive.

<sup>1</sup> The easement terms listed in this addendum may be amended, altered, or omitted by the agreement of the condemning authority and the landowner, pursuant to Sections 21.0114(d), (e), and (f) of the Texas Property Code.

<sup>2</sup> "Grantee" is the private entity, as defined by Section 21.0114(a) of the Texas Property Code, that is acquiring the pipeline easement.

<sup>3</sup> "Grantor" is the property owner from whom the Grantee is acquiring the pipeline easement.

(12) Grantee may not grant to a third party access to the easement area for a purpose that is not related to one of the following: the construction, safety, repair, maintenance, inspection, replacement, operation, or removal of each pipeline to be installed under this instrument or of pipeline appurtenances to be installed under this instrument.

(13) Grantor: (check one)

- may recover from Grantee actual monetary damages, if any, arising from the construction and installation of each pipeline to be installed under this instrument.
- acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, arising from the construction and installation of each pipeline to be installed under this instrument.

(14) After initial construction and installation of each pipeline installed under this instrument, Grantor: (check one)

- may recover from Grantee actual monetary damages, if any, arising from the repair, maintenance, inspection, replacement, operation, or removal of each pipeline to be installed under this instrument.
- acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, arising from the repair, maintenance, inspection, replacement, operation, or removal of each pipeline to be installed under this instrument.

(15) Grantor: (check one)

- and Grantee agree, with regard to Grantee's removal, cutting, use, repair, and replacement of gates and fences that cross the easement or that will be used by Grantee under this instrument, that Grantee will access and secure the easement acquired under this instrument as follows: \_\_\_\_\_.
- may recover from Grantee payment for monetary damages, if any, caused by Grantee to gates and fences, if any, to the extent that the gates or fences are not restored or paid for as part of the consideration paid for the instrument.
- acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, caused by Grantee to gates and fences.

(16) With regard to restoring the pipeline easement area acquired under this instrument and Grantor's remaining property used by Grantee to as near to original condition as is reasonably practicable and maintaining the easement in a manner consistent with the purposes for which the easement is to be used under this instrument: (check one)

- Grantee will be responsible for the restoration.
- Grantee will reimburse Grantor for monetary damages that arise from damage to the pipeline easement area or the Grantor's remaining property, if any, caused by the Grantee and not restored or paid for as part of the consideration for the instrument.
- acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, caused by Grantee to the pipeline easement area or the Grantor's remaining property.

(17) Grantee's rights of ingress, egress, entry, and access on, to, over, and across Grantor's property under this instrument are described as follows: \_\_\_\_\_.

(18) Grantee may not make use of the property rights acquired by this instrument, other than as provided by this instrument, without the express written consent of Grantor.

(19) The terms of this instrument bind the heirs, successors, and assigns of Grantor and Grantee.

## THE STATE OF TEXAS LANDOWNER'S BILL OF RIGHTS

### ADDENDUM B:

#### Required Terms for an Instrument Conveying an Electric Transmission Line Right-of-Way Easement<sup>4</sup>

(1) The uses of the surface of the property to be encumbered by the electric transmission line right-of-way easement acquired by Grantee<sup>5</sup> under this instrument are generally described as follows: \_\_\_\_\_.

(2) A description or illustration of the location of the electric transmission line right-of-way easement, including a metes and bounds or centerline description, plat, or aerial or other map-based depiction of the location of the easement on the property, is attached as Exhibit \_\_\_\_\_.

(3) The maximum width of the electric transmission line right-of-way easement acquired by this instrument is \_\_\_\_\_.

(4) Grantee will access the electric transmission line right-of-way easement acquired under this instrument in the following manner: \_\_\_\_\_.

(5) Grantee may not grant to a third party access to the electric transmission line right-of-way easement area for a purpose that is not related to the construction, safety, repair, maintenance, inspection, replacement, operation, or removal of the electric and appurtenant facilities installed under this instrument.

(6) Grantor<sup>6</sup>: (check one)

- may recover from Grantee actual monetary damages, if any, arising from the construction, operation, repair, maintenance, inspection, replacement, and future removal of lines and support facilities after initial construction in the easement, if any.
- acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, arising from the construction, operation, repair, maintenance, inspection, replacement, and future removal of lines and support facilities after initial construction in the easement.

(7) Grantor: (check one)

- and Grantee agree, with regard to Grantee's removal, cutting, use, repair, and replacement of gates and fences that cross the easement or that will be used by Grantee under this instrument, that Grantee will access and secure the easement acquired under this instrument as follows: \_\_\_\_\_
- may recover from Grantee payment for monetary damages, if any, caused by Grantee to gates and fences, if any, to the extent that the gates or fences are not restored or paid for as part of the consideration paid for the instrument.
- acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, caused by Grantee to gates and fences.

4 The easement terms listed in this addendum may be amended, altered, or omitted by the agreement of the condemning authority and the landowner, pursuant to Sections 21.0114(d), (e), and (f) of the Texas Property Code.

5 "Grantee" is the private entity, as defined by Section 21.0114(a) of the Texas Property Code, that is acquiring the electric transmission line right-of-way easement.

6 "Grantor" is the property owner from whom the Grantee is acquiring the electric transmission line right-of-way easement.

(8) Grantee shall restore the easement area and Grantor's remaining property to their original contours and grades, to the extent reasonably practicable, unless Grantee's safety or operational needs and the electric facilities located on the easement would be impaired. With regard to restoring the electric transmission line right-of-way easement area acquired under this instrument and Grantor's remaining property used by Grantee to as near to original condition as is reasonably practicable following future damages, if any, directly attributed to Grantee's use of the easement: (check one)

- Grantee will be responsible for the restoration, unless the safety or operational needs of Grantee and the electric facilities would be impaired.
- Grantor acknowledges that the consideration paid for the easement acquired under this instrument includes future damages, if any, caused by Grantee to the easement area or the Grantor's remaining property.

(9) The easement rights acquired under this instrument are: (check one)

- exclusive.
- nonexclusive.
- otherwise limited under the terms of the instrument as follows: \_\_\_\_\_.

(10) Grantee may not assign Grantee's interest in the property rights acquired under this instrument to an assignee that will not operate as a utility subject to the jurisdiction of the Public Utility Commission of Texas or the Federal Energy Regulatory Commission without written notice to Grantor at the last known address of the person in whose name the property is listed on the most recent tax roll of any taxing unit authorized to levy property taxes against the property.

(11) Grantee may not make use of the property rights acquired by this instrument, other than as provided by this instrument, without the express written consent of Grantor.

(12) The terms of this instrument bind the heirs, successors, and assigns of Grantor and Grantee.

## THE STATE OF TEXAS LANDOWNER'S BILL OF RIGHTS

### ADDENDUM C:

#### Optional Terms for an Instrument Conveying a Pipeline Right-of-Way Easement, an Easement Related to Pipeline Appurtenances, or an Electric Transmission Line Right-of-Way Easement<sup>7</sup>

(1) With regard to the specific vegetation described as follows: \_\_\_\_\_, Grantor<sup>8</sup>: (check one):

- may recover from Grantee<sup>9</sup> payment for monetary damages, if any, caused by Grantee to the vegetation.
- Grantor acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, caused by Grantee to the vegetation.

(2) With regard to income loss from disruption of existing agricultural production or existing leases based on verifiable loss or lease payments caused by Grantee's use of the easement acquired under this instrument, Grantor: (check one)

- may recover from Grantee payment for monetary damages, if any, caused by Grantee to Grantor's income.
- Grantor acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, caused by Grantee to Grantor's income.

(3) Grantee shall maintain commercial liability insurance or self-insurance at all times, including during Grantee's construction and operations on the easement, while Grantee uses the easement acquired under this instrument. The insurance must insure Grantor against liability for personal injuries and property damage sustained by any person to the extent caused by the negligence of Grantee or Grantee's agents or contractors and to the extent allowed by law. If Grantee maintains commercial liability insurance, it must be issued by an insurer authorized to issue liability insurance in the State of Texas.

(4) If Grantee is subject to the electric transmission cost-of-service rate jurisdiction of the Public Utility Commission of Texas or has a net worth of at least \$25 million, Grantee shall maintain commercial liability insurance or self-insurance at levels approved by the Public Utility Commission of Texas in the entity's most recent transmission cost-of-service base rate proceeding.

<sup>7</sup> Pursuant to Section 21.0114(d) of the Texas Property Code, in addition to the terms set forth in Addenda A and B, a property owner may negotiate for the inclusion of the terms in this Addendum in any instrument conveying an easement to a private entity, as defined by Section 21.0114(a) of the Texas Property Code. The easement terms listed in this addendum may be amended, altered, or omitted by the agreement of the condemning authority and the land-owner, pursuant to Sections 21.0114(d), (e), and (f) of the Texas Property Code.

<sup>8</sup> "Grantor" is the property owner from whom the Grantee is acquiring the pipeline or electric transmission line right-of-way easement.

<sup>9</sup> "Grantee" is the private entity, as defined by Section 21.0114(a) of the Texas Property Code, that is acquiring the easement.



July 1, 2022

County: Ellis  
Federal Project No.: N/A  
Highway: FM 664

ROW CSJ: 1051-01-057  
Parcel: P00054339 & P00054339E  
From: FM 1387  
To: Westmoreland Rd.

OVILLA COMMUNITY CENTER, INC., a voluntarily dissolved Texas non-profit corporation  
c/o City of Ovilla  
Attn: Bobbie Jo Taylor, City Secretary  
105 COCKRELL HILL RD  
OVILLA, TX 75154-1493

Re: Landowner Bill of Rights

I, OVILLA COMMUNITY CENTER, INC., a voluntarily dissolved Texas non-profit corporation,  
or agent herein hereby acknowledge receipt on \_\_\_\_\_ of a copy of Texas  
Landowner Bill of Rights, revision date of January, 2022.

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Print name

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Sign name



# RELOCATION ASSISTANCE

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Right of Way Division



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# Introduction

The development of highways or other public transportation services needed to serve and improve our way of life require the use of land. This, in turn, means that some persons may be required to move to another location. Your Texas Department of Transportation (TxDOT) is aware of the cost and inconvenience associated with having to move from a home, business or farm. In order to assist those who are required to move, TxDOT provides, through its relocation assistance program, payments and services to aid in movement to a new location.

This brochure provides information about available relocation services and payments:

- Section I is for people displaced from a residence.
- Section II is for displaced businesses, farms and nonprofit organizations.
- Section III is for advertising signs.
- Section IV is about relocation assistance services.
- Section V is how to claim a relocation payment.
- Section VI is information on a person's right to appeal TxDOT's determination regarding the amount of a relocation payment or the entitlement to a relocation payment.

If you are required to move as the result of the acquisition of property for a TxDOT project, a relocation assistance counselor will contact you. The counselor will be able to answer your specific questions and provide additional information. **To ensure maximum relocation benefits you must discuss any proposed move with the relocation assistance counselor so that a definite understanding of eligibility requirements can be reached.**

## Special Note

It is not possible to cover the needs and questions of each person. This brochure is for general information purposes only; it is not a document of law, rule or regulation.

## Qualification for Assistance

Relocation assistance is available to individuals, families, businesses, farmers, ranchers and nonprofit organizations lawfully present in the United States who are displaced as a result of a state highway or transportation project. This assistance applies to tenants as well as owners occupying the real property needed for the project.

## Advance Notice

Each displaced person will be given sufficient time to plan for an orderly, timely and efficient move. This applies not only to residential occupants but to all properties where an occupant has to move to a new location or move his property to a new location. To the greatest extent practicable, no person lawfully occupying real property will be required to move from that site without at least a 90-day written notice.

### Caution

To assure eligibility and prompt payment of your relocation benefits, **you must** provide your TxDOT relocation assistance counselor advance notice of the approximate date of the planned move and a list of the items to be moved so that a TxDOT representative may inspect the personal property at the displacement and replacement sites and monitor the move. **An occupant who moves prior to the date negotiations are initiated for acquisition of the property will not be eligible for any relocation payment unless he or she receives a written notice of advanced relocation eligibility before he or she moves from the property.**

## Some Important Definitions

**Acquiring Agency** - The “acquiring agency” or “agency” may be the Texas Department of Transportation (hereinafter referred to as “TxDOT”) or a political subdivision of the state including but not limited to cities and counties.

**Displaced Person** - Any person (individual, family, corporation, partnership, or association) who moves from real property or moves personal property from real property as the result of the acquisition of the real property, in whole or in part, or as the result of a written notice from TxDOT to vacate the real property needed for a state highway or transportation project. In the case of partial acquisition, TxDOT shall determine if a person is displaced as a direct result of the acquisition. Relocation benefits will vary, depending upon the type and length of occupancy of the acquired property. Displaced persons are classified as:

- An owner occupant of a residential property. (Includes mobile homes.)
- A tenant occupant of a residential property. (Includes mobile homes and sleeping rooms.)
- A business, farm or nonprofit organization.
- An individual with only displaced personal property.

**Business** - Any lawful activity conducted primarily for the purchase, sale, lease, and/or rental of either personal or real property, or for the manufacture, processing, and/or marketing of products, commodities, or any other personal property; or for the sale of services to the public; or solely for the purpose of relocation benefits, an outdoor advertising display(s) that must be moved as a result of a state highway or transportation project.

**Family** - The term “family” means two or more individuals living together in a single family dwelling unit who are: related by blood, adoption, marriage, or legal guardianship, who live together as a family unit, plus all other individuals regardless of blood or legal ties who live with and are considered a part of the family unit, or are not related by blood or legal ties but live together by mutual consent.

**Farm** - Any activity conducted solely or primarily for the production of agricultural products or commodities, including timber, for sale and home use, and customarily producing such products or commodities in sufficient quantity to contribute materially to the operator's support.

**Initiation of Negotiations** - The date the acquiring agency makes its first written offer to an owner of real property, or the owner's representative, to purchase the real property for a state highway or transportation project.

**Nonprofit Organization** - An organization that is incorporated under the applicable laws of a state as a nonprofit organization, and exempt from paying federal income taxes under Section 501 of the Internal Revenue Code.

**Small Business** - A business having no more than 500 employees working at the site being acquired.

# **Section I: Residential Displacees**

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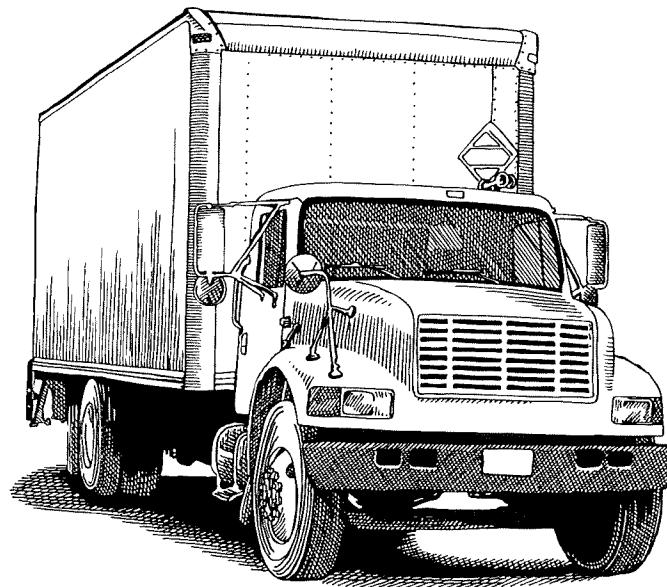
## **Moving Cost Reimbursement**

If you qualify as a displaced person, you are entitled to reimbursement of your moving costs and certain related expenses incurred in moving. The methods of moving and the various types of moving cost payments are explained below.

## **Individuals and Families**

Displaced individuals and families may choose to be paid on the basis of actual, reasonable and necessary moving costs and related expenses, or according to a fixed moving cost schedule. However, **to assure your eligibility and prompt payment of moving expenses, you must contact the relocation assistance counselor from TxDOT before you move.**

**You Can Choose Either:**



<b>Actual Reasonable Moving Costs</b>	<b>Fixed Moving Cost Schedule</b>
	<b>-OR-</b>
<b>Including:</b> <ul style="list-style-type: none"><li>• Packing and unpacking</li><li>• Temporary storage</li><li>• Transportation</li><li>• Moving insurance</li><li>• Other related costs</li></ul>	<b>Based on</b> Room count

## **Actual Reasonable Moving Costs**

You may be paid for your actual reasonable moving and related expenses when the work is performed by a commercial mover. Reimbursement will be limited to a 50-mile distance. Related expenses may include:

- Packing and unpacking personal property.
- Disconnecting and reconnecting household personal property.
- Utility and telephone connection charges.
- Temporary storage of personal property.
- Insurance while property is in storage or transit.
- Mobile home park entrance fees.

### **Caution**

**Expenses must be necessary and reasonable as determined by TxDOT and supported by receipts. Prior to taking action or incurring any moving expenses verify eligibility for reimbursement with your relocation assistance counselor.**

## **Fixed Moving Cost Schedule**

Or you may choose to be paid on the basis of a fixed moving cost schedule. This payment is based on the number of rooms in your dwelling. Receipts are not necessary. Under this option you will not be eligible for reimbursement of related expenses.

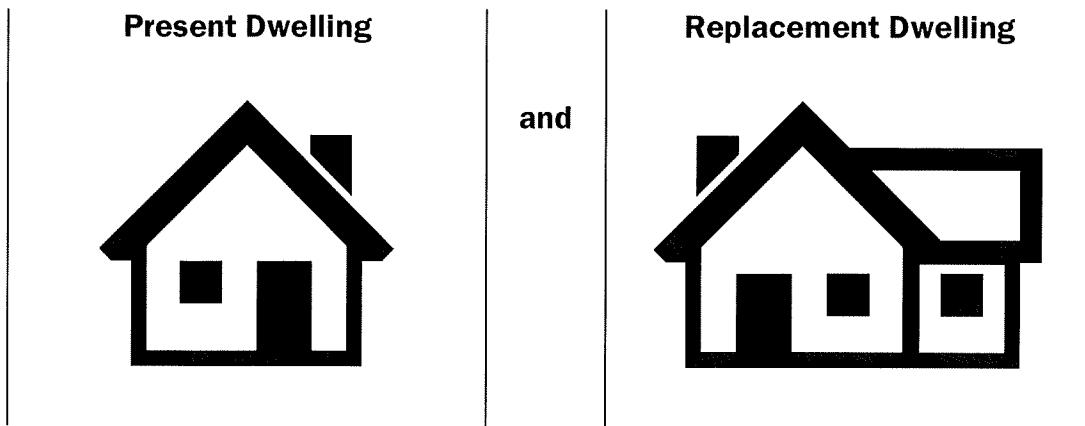
## **Replacement Housing Payments**

Replacement Housing Payments can be better understood if you become familiar with the definition of the following terms . .

- Comparable
- Decent, Safe and Sanitary (DSS)

These terms are explained on the following pages.

**A Comparable Replacement means that your...**



**are functionally equivalent**

This is regarding:

- Number of rooms
- Living space
- Location
- Square footage

A comparable replacement dwelling must be decent, safe, and sanitary, and should be functionally equivalent to your present dwelling. While it may not necessarily be identical to your present dwelling, the replacement should have certain attributes:

- Similar number of rooms and living space.
- Located in an area not subject to unreasonable adverse environmental conditions.
- Generally not be less desirable than your present location with respect to public utilities and commercial and public facilities.
- Located on a site that is typical size for residential development with normal site improvements.
- Currently available to you and within your financial means.

## **Decent, Safe, and Sanitary (DSS) ...**

Replacement housing must be decent, safe, and sanitary. This means it meets all of the minimum requirements established by the state and conforms to applicable housing and occupancy codes. The dwelling shall:

- Be structurally sound, weather tight and in good repair.
- Contain a safe electrical wiring system adequate for lighting and electrical appliances.
- Contain a heating system capable of sustaining a healthful temperature (approximately 70 degrees) except in those areas where local climatic conditions do not require such a system.
- Be adequate in size with respect to the number of rooms and area of living space needed to accommodate the displaced person(s).
- Contain a well-lighted and ventilated bathroom providing privacy and containing a sink, bathtub or shower stall, and a toilet, all in good working order and properly connected to appropriate sources of water and sewage drainage system.
- Contain a kitchen area with a fully usable sink, properly connected to potable hot and cold water and to a sewage drainage system, with adequate space and utility connections for a stove and refrigerator.
- Have unobstructed egress to safe, open space at ground level.
- Be free of any barriers that prevent reasonable ingress, egress, or use of the dwelling in the case of a displaced person that is disabled.

**Replacement Housing Payments Are Separated Into Three Basic Types:**

- Purchase Supplement (page 12)
- Rental Assistance (page 13)
- Down Payment Assistance (page 13)

The type of payment depends on whether you are an owner or a tenant, and how long you have lived in the property being acquired prior to negotiations.

**Occupancy Time Periods and What You Are Entitled To**

There is one basic length-of-occupancy requirement that determines the type of replacement housing payment to which you are entitled. Length-of-occupancy simply means the number of days that you occupied a dwelling immediately before the date of initiation of negotiations by the acquiring agency.

Owners who were in occupancy 90 days or more immediately prior to the initiation of negotiations may be eligible for a purchase supplement.

If you are a tenant who has been in occupancy 90 days or more immediately prior to the initiation of negotiations, you may be eligible either for rental or down-payment assistance.

If you have been in occupancy less than 90 days before the initiation of negotiations and the property is subsequently acquired, or if you move onto the property after the initiation of negotiations and you are still in occupancy on the date of acquisition, you may be eligible for rental or down-payment assistance. Check with the relocation assistance counselor for more details.

## **Purchase Supplement (Owner-Occupants of 90 Days or More)**

If you are an owner and have occupied your home for 90 days or more immediately prior to the initiation of negotiations you may be eligible, in addition to the just compensation for your property, for a purchase supplemental as well as assistance with incidental costs necessary to purchase a comparable decent, safe, and sanitary replacement dwelling. The department will compute the maximum payment you are eligible to receive. **You must purchase and occupy a DSS replacement dwelling within one (1) year.**

### **The Purchase Supplement Includes:**

#### **Price Differential**

The price differential payment is the amount that a replacement dwelling exceeds the acquisition cost of the displacement dwelling. The price differential payment and the following payments are in addition to the acquisition price paid for your property.

#### **Increased Mortgage Interest Costs**

You may be reimbursed for increased mortgage interest costs if market interest rates for a new mortgage exceed that of your present mortgage. To be eligible, your acquired dwelling must have been encumbered by a bona fide mortgage, which was a valid lien for at least 180 days immediately preceding the initiation of negotiations.

#### **Incidental Expenses for Replacement Housing**

You may also be reimbursed for other expenses such as reasonable costs incurred for loan applications, recording fees and certain other closing costs. This does not include prepaid expenses such as real estate taxes and property insurance or costs for services normally paid by sellers of residential properties or provided by title companies and closing agents as part of other services.

## **The Rental Assistance Supplement (Owner-Occupants of Less Than 90 Days and Tenants)**

The rental assistance supplement is designed to assist you when renting a decent, safe and sanitary (DSS) replacement dwelling. If you choose to rent a replacement dwelling and the rental payments are higher than you have been paying, you may be eligible for a rental assistance payment. TxDOT will determine the maximum payment you may be eligible to receive in accordance with established procedures. The rental assistance payment will be paid in a lump sum unless TxDOT determines that the payment should be paid in installments. You must rent and occupy a DSS replacement dwelling within one (1) year to be eligible.

All eligible displacees have a freedom of choice in the selection of replacement housing. If a person displaced decides not to accept the replacement housing offered by TxDOT, he or she may choose a replacement dwelling of their choice, providing it meets DSS housing standards.

## **Down Payment Assistance**

Owner-occupants of less than 90 days and tenants may be eligible for down-payment assistance and related incidental expenses, not to exceed the amount of the approved rental assistance supplement. Incidental expenses for replacement housing include the reasonable costs of loan applications, recording fees and certain other closing costs. These do not include prepaid expenses such as real estate taxes and property insurance. You may also be eligible for the reimbursement of loan origination or assumption fees, if such fees are normal to real estate transactions in your area and do not represent prepaid interest. Remember, you must purchase and occupy a DSS replacement dwelling within one (1) year of your moving date (for owners) or one (1) year of the date of the 90-day notice to vacate (for tenants).

## **Fair Housing Law**

The Fair Housing Law (Title VIII of the Civil Rights Act of 1968) sets forth the policy of the United States to provide, within constitutional limitations, for fair housing. This act and later acts and amendments make discriminatory practices in the purchase and rental of most residential units illegal if based on race, color, religion, sex or national origin. Whenever possible, minority persons shall be given reasonable opportunities to relocate to decent, safe and sanitary replacement dwellings, not necessarily located in an area of minority concentration, that are within their financial means.

This policy, however, does not require an acquiring agency to provide a person a larger payment than is necessary to enable a person to relocate to a comparable replacement dwelling.

## **To All Residential Displacees**

The most important thing to remember is that the replacement dwelling you select must meet the basic “decent, safe and sanitary” standards to receive any benefits.

### Do not:

- Execute a sales contract or a lease agreement until a representative from TxDOT has inspected and certified in writing that the dwelling you propose to purchase or rent does meet the basic standards.
- Jeopardize your right to receive a replacement housing payment by moving into a substandard dwelling.

# **Section II: Businesses, Farms and Nonprofit Organizations**

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## **Moving Cost Reimbursement**

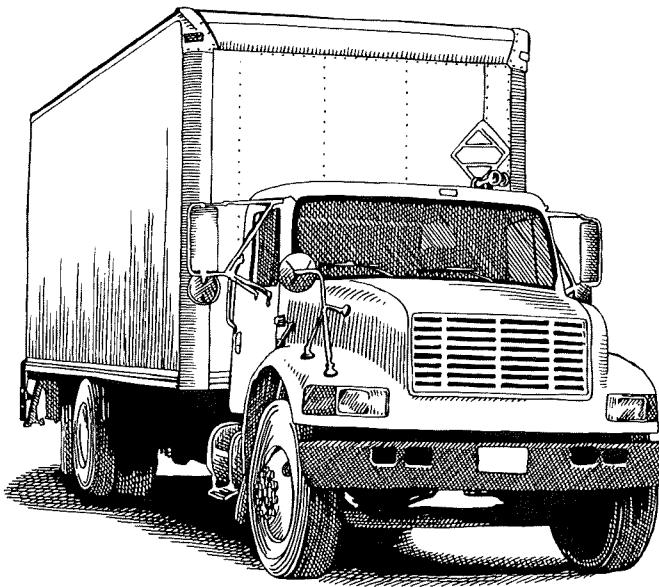
**Owners or tenants may be reimbursed on the basis of actual reasonable moving costs and related expenses or, under certain circumstances, a fixed payment.**

- A. Actual reasonable moving expenses may be paid when the move is performed by a professional mover or if you move yourself (page 16). Related expenses, such as personal property losses (page 18), and expenses in finding a replacement site (page 18) may also be reimbursable. You may also be reimbursed for expenses incurred in the reestablishment of your business (page 18).

or,

- B. You may be eligible to receive a fixed payment. This payment is based on the annual net earnings of the business or farm, not to exceed \$40,000. For a nonprofit organization the fixed payment is the average of two (2) year's annual gross revenues less administrative costs. To qualify for a fixed payment, certain conditions must be met. See page 19.

## **Actual Reasonable Moving Costs**



### **Including**

Personal Property Losses

### **Plus**

Expenses in Finding a Replacement

### **Plus**

Expenses In Reestablishing Your Business

Reimbursements for moving expenses are limited to reasonable and necessary expenses incurred for a move not more than a 50-mile distance from the original location.

### **Caution**

**Expenses must be necessary and reasonable as determined by TxDOT and supported by receipts. Prior to taking action or incurring any moving expenses verify eligibility for reimbursement with your relocation assistance counselor.**

## **Two Ways to Move Your Enterprise**

- *Professional Mover.* You may be reimbursed the actual reasonable costs of your move carried out by a professional mover. All of your expenses must be supported by paid receipts or invoices to ensure prompt payment of your moving cost claim. Certain other expenses are also reimbursable, such as packing, crating, unpacking, uncrating, disconnecting, dismantling, removing, reassembling, and reinstalling relocated machinery, equipment and other personal property. Other expenses such as temporary storage costs, insurance while in transit or storage, and the cost of new licenses and permits may also be reimbursable.
- *Self-Move.* If you elect to take full responsibility for all or part of the move, TxDOT may approve a negotiated reimbursement payment not to exceed the lowest acceptable bid or estimate prepared by qualified moving firms, moving consultants or a qualified department employee. If two acceptable bids or estimates cannot be obtained, or you decide to move yourself on an actual cost basis, your moving payment may be based on actual, reasonable moving expenses supported by receipted bills or other evidence of the actual expenses. Cost estimates or bids for negotiated self-move payments shall be obtained by TxDOT. Moreover, self-move payments must be approved by TxDOT before the start of the proposed move.

## **Notification and Inspection**

To assure eligibility and prompt payment for moving expenses, you must provide TxDOT with advance written notice of the approximate date of the planned move and a list of items to be moved so that TxDOT may inspect the personal property at the displacement and replacement sites and monitor the move.

## **Direct Losses of Tangible Personal Property/ Purchase of Substitute Personal Property**

Displaced businesses, farms and nonprofit organizations may be eligible for a payment for the actual direct loss of tangible personal property or the purchase of substitute personal property that is incurred as a result of the move or discontinuance of the operation. This payment will vary depending upon whether the item is replaced or not; however, it may never exceed the estimated cost of moving and reinstallation.

Your relocation assistance counselor will explain this procedure in detail if you are faced with this situation.

## **Reestablishment Expenses for Replacement Site**

A small business (not more than 500 employees), farm or nonprofit organization may be eligible to receive a payment, not to exceed \$25,000 for expenses actually incurred in relocating and reestablishing at a replacement site. These reestablishment expenses must be reasonable and necessary as determined by TxDOT. Your relocation assistance counselor will explain the eligible expenses included under this category of relocation assistance.

## **Searching Expenses for Replacement Property**

Displaced businesses, farms and nonprofit organizations are entitled to reimbursement for actual reasonable expenses incurred in searching for a replacement property, not to exceed \$2,500. Expenses may include transportation, meals and lodging when away from home; the reasonable value of the time spent during the search; fees paid to real estate agents, brokers, or consultants (excluding commissions); and other expenses determined as reasonable and necessary by TxDOT.

## **Fixed Payment (in Lieu)**

Displaced businesses, farms and nonprofit organizations may be eligible for a fixed payment in lieu of actual moving expenses, reestablishment expenses, personal property losses and searching expenses. The fixed payment may not be less than \$1,000 or more than \$40,000.

For a business to be eligible for a fixed payment, TxDOT must determine that all of the following apply:

1. The business owns or rents personal property that must be moved in connection with its displacement and for which expense would be incurred in its move.
2. The business cannot be relocated without a substantial loss of its existing patronage.
3. The business is not part of a commercial enterprise having more than three other entities not being acquired and are under the same ownership and engaged in the same or similar business activities.
4. The business is not operated at a displacement dwelling solely for the purpose of renting such dwelling to others.
5. The business is not operated at the displacement site solely for the purpose of renting the site to others.
6. The business contributed materially to the income of the displaced person during the two (2) taxable years prior to displacement.

For the owner of a farm to be eligible for a fixed payment, the farm operation must be displaced either by total or partial acquisition. In the case of a partial acquisition, TxDOT must determine that the acquisition caused the operator to be displaced or it caused a substantial change in the nature of the farm operation.

For a nonprofit organization to be eligible for a fixed payment, it must furnish proof of its nonprofit status under applicable federal or state law.

**Applications for fixed payments in lieu of actual expenses must be filed with TxDOT prior to the planned move from the displacement property.**

- When the fixed payment claim is selected, a displaced business, farm, or nonprofit organization may not claim any other type of moving expenses.
- Not all displaced businesses, farms or nonprofit organizations will qualify for this type of payment. Check with the relocation assistance counselor for more details.

# Section III: Advertising

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The owner of any outdoor advertising display(s) is eligible for a relocation payment for actual moving and related expenses.

## **Types of Payments for Advertising Signs**

### **Actual Costs**

Actual reasonable moving expenses may be paid when the move is performed by a qualified mover (page 8). Claims for such expenses must be supported with itemized receipts or other verifiable evidence of the expense(s) incurred.

### **Self-Move**

If you elect to take full responsibility for all or part of the move, TxDOT may approve a negotiated payment as described on page 17. Negotiated self-move payments must be approved by TxDOT prior to the start of the planned move.

- Direct Loss of Personal Property Expenses**

This payment is based on the depreciated value of the sign in place as determined by TxDOT less the proceeds from its sale, or the estimated cost of moving the sign, but with no allowance for storage, whichever is the lesser amount.

**or**

- Purchase of Substitute Personal Property**

This payment is based on the replacement cost of like-type sign less the sale/trade-in of current signs, or the estimated cost of moving the existing sign, but with no allowance for storage, whichever is the lesser amount.

## **Searching Expenses**

Owners of displaced advertising signs are entitled to reimbursement for actual reasonable expenses incurred in searching for a replacement sign site (page 18), not to exceed \$2,500.

### **Caution**

**To assure eligibility and prompt payment for all moving expenses, you must provide TxDOT with advance written notice of the approximate date of the planned move and a sketch of the displaced sign showing its size (dimensions), number of poles, type of materials, lighting and advertisement.**

Also, advertising signs that are moved to locations that do not conform with the highway beautification provisions of the Texas Litter Abatement Act will not be eligible for a relocation reimbursement.

# Section IV: Relocation Services

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## **Relocation Assistance Services**

Any individual, family, business or farm displaced by a state highway or transportation program shall be offered relocation assistance services for the purpose of locating a suitable replacement property. Relocation services are provided by qualified personnel employed by TxDOT. These services are to help you successfully relocate. Relocation assistance agents are there to help and advise you; be sure to make full use of their services. Do not hesitate to ask questions to ensure you understand fully all of your rights and relocation benefits.

### **Personal Contact**

A relocation assistance counselor will contact you personally. Relocation services and payments will be explained in accordance with your eligibility. During the initial interview, your housing needs and desires will be determined as well as your need for assistance. You cannot be required to move unless at least one comparable replacement dwelling is made available to you. When possible, comparable housing will be inspected prior to being made available to you to assure that it meets decent, safe and sanitary standards.

In addition, the relocation assistance counselor will give you current listings of other available replacement housing. Transportation will be provided to inspect available housing, especially if you are elderly or disabled. The department will also provide counseling or help you get assistance from other available sources to minimize hardships in adjusting to your new location. Information concerning other federal, state and local housing programs offering assistance is also available.

### **Business and Farm Assistance**

The relocation assistance counselor will assist in locating commercial properties and farms. Steps will be taken to minimize economic harm and to increase the likelihood of relocating into the affected community. The counselor will also explore and provide advice about possible sources of funding and assistance from other local, state and federal agencies.

## **Social Services Provided by Other Agencies**

Your relocation assistance counselor will be familiar with the services provided by other public and private agencies in your community. If you have special needs, the counselor will make every effort to secure the services of those agencies with trained personnel to help you. Make your needs known so you may receive the proper assistance.

## **Relocation Office**

In addition to personal contacts by the relocation assistance counselor, TxDOT agency may establish a relocation office on or near a project where a considerable number of people are to be relocated. Project relocation offices are open during convenient hours, including evening hours when necessary.

The office maintains a variety of information concerning:

- Listings of available replacement properties
- Local housing ordinances building codes
- Social services
- Security deposits interest rates and terms
- Typical down payments
- Veterans Affairs (VA) and Federal Housing Administration (FHA) loan requirements
- Real property taxes
- Consumer education literature on housing

Visit your relocation office if one has been established. You will be more than welcome.

## **Relocation Advisory Assistance**

### **Checklist**

This checklist is a summary of the relocation advisory assistance you may reasonably expect to receive if you are displaced by a state highway or transportation project. In addition, TxDOT is required to coordinate its relocation activities with other agencies causing displacements to ensure that all persons displaced receive fair and consistent relocation benefits.

The relocation assistance counselor will personally interview persons displaced to:

- Determine needs and preferences
- Explain relocation benefits
- Offer assistance
- Offer transportation if necessary
- Assure the availability of a comparable residential property in advance of displacement
- Provide current listing of comparable properties
- Provide the amount of the replacement housing payment in writing
- Inspect residential dwellings for DSS acceptability
- Supply information on other federal and state programs offering assistance
- Provide counseling to minimize hardships

# **Section V: Claim for Payment**

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## **How Do I Obtain My Relocation Payment?**

You must file a claim for reimbursement. The department will provide required claim forms, assist you in completing them and explain the documentation to submit to receive your relocation reimbursement. If the expenses that you must meet prior to your move cause a hardship, discuss your financial needs with TxDOT.

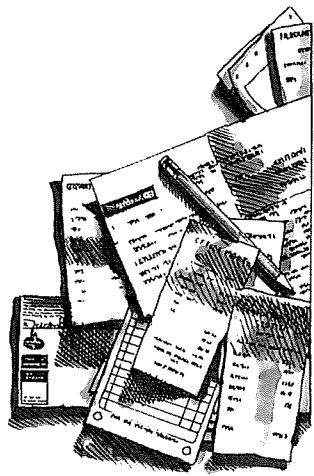
## **When Should I File My Claim?**

You must have all your claims submitted to TxDOT no later than 18 months from the date you move, or are required to move. However, it is to your advantage to file as soon as possible after you move. The sooner you submit your claim, the sooner it can be processed and paid. If you are unable to file your claim within 18 months, TxDOT may extend this time period for good cause. The department is required to pay you promptly after you file an acceptable claim. If there is any question regarding your right to a relocation payment or the amount of the payment, you will be notified, in writing, of the problem and the action you may take to resolve the matter.

## **Duplicate Payments**

No payment will be made under the Relocation Program if the displaced person is eligible to receive another payment provided by law that has substantially the same purpose and effect as the relocation payment.

## **Another Important Benefit**



**No Adverse Effects on:**

**Social Security Eligibility**

**Welfare Eligibility**

**Income Taxes**

No relocation payment received will be considered as income for the purpose of the Internal Revenue Code or for determining eligibility or the extent of eligibility of any person for assistance under the Social Security Act or any other federal law.

## **Section VI: Right of Appeal**

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If you believe that TxDOT has failed to properly determine your eligibility, or the amount of a payment, you may appeal to TxDOT's Relocation Assistance Review Committee. Applications for appeal must be submitted in writing. TxDOT will assist you in filing an appeal and explain the procedures to follow. You will be given a prompt and full opportunity to be heard by the review committee. You have the right to be represented by legal counsel or other representative at your own expense.

The review committee will consider all pertinent justification and material submitted by you and other available information needed to ensure a fair review. The committee will provide a written determination resulting from the appeal with an explanation of the basis for the decision.

# Section VII: Civil Rights

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In accordance with Title VI of the Civil Rights Act of 1964 and related statutes, it is the policy of the department to ensure that no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any of our programs or activities on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment. 42 U.S.C. §2000d-3), color, national origin, sex, age, retaliation or disability.

If you believe you have been discriminated against or your rights have been violated under any program or activity of the department, you may file a Title VI Discrimination Complaint.

**The Title VI Discrimination Complaint Form can be obtained by:**

- Visiting TxDOT's website at <http://www.txdot.gov/inside-txdot/office/civil-rights/contact.html>
- Contacting the Office of Civil Rights (866) 480-2518
- Visiting the Office of Civil Rights located at  
200 E. Riverside Dr., 2<sup>nd</sup> floor, Austin Tx 78704

If you have questions about completing the form, contact the Office of Civil Rights at the number listed above. Upon request, assistance will be provided if you have limited English proficiency or are disabled. Complaints also may be filed using an alternative format, such as computer disk, audio tape or in braille. If you have a speech or hearing impairment, call Texas Relay at (800) 735-2988 or 711 for assistance.

The department's Office of Civil Rights will notify you when it receives your complaint.

## Notes

## **Notes**

## **Notes**



## **Relocation Office**

Contact the Relocation Assistance Office for relocation advisory assistance and information pertaining to the state law and procedures that regulate this program.