



February 8, 2017

County: Dallas
Federal Project No.: N/A
Highway: IH 30

ROW CSJ: 1068-04-169
Parcel: 3
From: NW 7th Street
To: Belt Line Road

BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED NO. 7016 2070 0000 2668 5925

City of Grand Prairie
Attn: Tom Hart, City Manager
P.O. Box 534045
Grand Prairie, TX 75053

Dear Mr. Hart,

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
- Application for Texas Identification Number
- Texas Real Estate Commission Information About Brokerage Services (please sign and return)
- Copy of Texas Senate Bill 390
- 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 lfeatherstone@cobbfendley.com

Sincerely,

for 
Lisa Featherstone, Right of Way Agent
Cobb, Fendley & Associates, Inc.

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City of Grand Prairie
Attn: Tom Hart, City Manager
P.O. Box 534045
Grand Prairie, TX 75053

Dear Mr. Hart,

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 State's negotiator, Lisa Featherstone, a portion of your property located at 400 Palace Parkway, Grand Prairie, Texas 75050, as described in the enclosed property description, is to be acquired for the construction or improvement of the above-referenced highway project.

We believe at this stage of the purchase process it is mutually beneficial to confirm that, based on an appraisal, the State is authorized to offer you \$187,712.00 for your property, which includes \$140,120.00 for the property to be purchased and \$47,592.00 for damages to your remaining property. This amount is the total amount of just compensation for all interests in the portion of your property to be acquired, as determined in accordance with State law, less oil, gas and sulphur, subject to clear title being conveyed to the State. In accordance with State law, it is the policy of the Department to negotiate with the fee owner(s) of the real property with the understanding that you will, in turn, negotiate with any lessee or other party who may own any interest in the land or improvements, with the exception of public utility easements, which will be handled separately by the Department.

This offer to purchase includes the contributory values of the improvement(s) listed below, which are considered to be part of the real property. Since the improvement(s) must be removed, it is the policy of the Department to permit owners who convey voluntarily to the Department to thereafter retain the improvement(s), if they wish to do so. The retention values shown below are the 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 right of way, the amount of 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 real property by eminent domain.

<u>Improvement</u>	<u>Amount to be Subtracted if Retained</u>
N/A	\$0.00

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

You may be entitled to additional payments and services under the State's Relocation Assistance Program. It is emphasized, however, that any benefits to which 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 which are available.

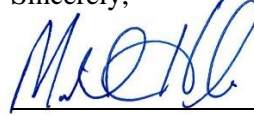
You have the right to discuss with others any offer or agreement regarding the Department's acquisition of the subject property, or you may (but are not required to) keep the offer or agreement confidential from others, subject to the provisions of Chapter 552, Government Code (the Public Records Act)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

Attached is a copy of the Texas Department of Transportation brochure entitled "*Right of Way Purchase*" which we trust will give you a better understanding of the procedures followed by the Department in purchasing property. We respectfully request 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 Lisa Featherstone at the telephone number provided above regarding any question you may have.

Please see the enclosed copy of the Texas Landowner Bill of Rights.

Finally, we enclose copies of all appraisal reports relating to your 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 on which this offer is based.

Sincerely,



Michael Hale, SR/WA, R/W-RAC, R/W-NAC
Right-of-Way Project Manager
Cobb, Fendley & Associates, Inc. on behalf of
the Texas Department of Transportation

ENCLOSURES:

Appraisal Report(s)

Landowner Bill of Rights

Brochure ("Right of Way Purchase")

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:



THE STATE OF TEXAS
LANDOWNER'S
BILL OF RIGHTS



PREPARED BY THE



OFFICE OF THE
ATTORNEY GENERAL OF TEXAS



STATE OF TEXAS LANDOWNER'S BILL OF RIGHTS

This Landowner's Bill of Rights applies to any attempt by the government or a private entity to take your property. The contents of this Bill of Rights are prescribed by the Texas Legislature in Texas Government Code Sec. 402.031 and Chapter 21 of the Texas Property Code.

1. You are entitled to receive adequate compensation if your property is taken for a public use.
2. Your property can only be taken for a public use.
3. Your property can only be taken by a governmental entity or private entity authorized by law to do so.
4. The entity that wants to take your property must notify you that it wants to take your property.
5. The entity proposing to take your property must provide you with a written appraisal from a certified appraiser detailing the adequate compensation you are owed for your property.
6. The entity proposing to take your property must make a bona fide offer to buy the property before it files a lawsuit to condemn the property – which means the condemning entity must make a good faith offer that conforms with Chapter 21 of the Texas Property Code.
7. You may hire an appraiser or other professional to determine the value of your property or to assist you in any condemnation proceeding.
8. You may hire an attorney to negotiate with the condemning entity and to represent you in any legal proceedings involving the condemnation.
9. Before your property is condemned, you are entitled to a hearing before a court appointed panel that includes three special commissioners. The special commissioners must determine the amount of compensation the condemning entity owes for the taking of 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.
10. If you are unsatisfied with the compensation awarded by the special commissioners, or if you question whether the taking of your property was proper, you have the right to a trial by a judge or jury. If you are dissatisfied with the trial court's judgment, you may appeal that decision.

CONDEMNATION PROCEDURE

Eminent domain is the legal authority that certain entities are granted that allows those entities to take private property for a public use. Private property can include land and certain improvements that are on that property.

Private property may only be taken by a governmental entity or private entity that is authorized by law to do so. Your property may be taken only for a public purpose. That means it can only be taken for a purpose or use that serves the general public. Texas law prohibits condemnation authorities from taking your property to enhance tax revenues or foster economic development.

Your property cannot be taken without adequate compensation. Adequate compensation includes the market value of the property being taken. It may also include certain damages if your remaining property's market value is diminished by the acquisition itself or by the way the condemning entity will use the property.

HOW THE TAKING PROCESS BEGINS

The taking of private property by eminent domain must follow certain procedures. First, the entity that wants to condemn your property must provide you a copy of this Landowner's Bill of Rights before - or at the same time - the entity first represents to you that it possesses eminent domain authority.

Second, if it has not been previously provided, the condemning entity must send this Landowner's Bill of Rights to the last known address of the person who is listed as the property owner on the most recent tax roll. This requirement stipulates that the Landowner's Bill of Rights must be provided to the property owner at least seven days before the entity makes a final offer to acquire the property.

Third, the condemning entity must make a bona fide offer to purchase the property. The requirements for a bona fide offer are contained in Chapter 21 of the Texas Property Code. At the time a purchase offer is made, the condemning entity must disclose any appraisal reports it produced or acquired that relate specifically to the property and were prepared in the ten years preceding the date of the purchase offer. You have the right to discuss the offer with others and to either accept or reject the offer made by the condemning entity.

CONDEMNATION PROCEEDINGS

If you and the condemning entity do not agree on the value of your property, the entity may begin condemnation proceedings. Condemnation is the legal process that eligible entities utilize to take private property. It begins with a condemning entity filing a claim for your property in court. If you live in a county where part of the property being condemned is located, the claim must be filed in that county. Otherwise, the condemnation claim can be filed in any county where at least part of the property being condemned is located. The claim must describe the property being condemned, state with specificity the public use, state the name of the landowner, state that the landowner and the condemning entity were unable to agree on the value of the property, state that the condemning entity provided the landowner with the Landowner's Bill of Rights, and state that the condemning entity made a bona fide offer to acquire the property from the property owner voluntarily.

SPECIAL COMMISSIONERS' HEARING

After the condemning entity files a condemnation claim in court, the judge will appoint three local landowners to serve as special commissioners. The judge will give you a reasonable period to strike one of the special commissioners. If a commissioner is struck, the judge will appoint a replacement. These special commissioners must live 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. The special commissioners are not legally authorized to decide whether the condemnation is necessary or if the public use is proper. Their role is limited to assessing adequate compensation for you. After being appointed, the special commissioners must schedule a hearing at the earliest practical time and place. The special commissioners are also required to give you written notice of the condemnation hearing.

You are required to provide the condemning entity any appraisal reports that were used to determine your claim about adequate compensation for the condemned property. Under a new law enacted in 2011, landowners' appraisal reports must be provided to the condemning entity either ten days after the landowner receives the report or three business days before the special commissioners' hearing - whichever is earlier. You may hire an appraiser or real estate professional to help you determine the value of your private property. Additionally, you can hire an attorney to represent you during condemnation proceedings.

At the condemnation hearing, the special commissioners will consider your evidence on the value of your condemned property, the damages to remaining property, any value added to the remaining property as a result of the condemnation, and the condemning entity's proposed use of your condemned property.

SPECIAL COMMISSIONERS' AWARD

After hearing evidence from all interested parties, the special commissioners will determine the amount of money that you should be awarded to adequately compensate you for your property. The special commissioners' decision is significant to you not only because it determines the amount that qualifies as adequate compensation, but also because it impacts who pays for the cost of the condemnation proceedings. Under the Texas Property Code, 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. However, if the special commissioners' award is more than the condemning entity offered to pay before the proceedings began, then the condemning entity will be responsible for the costs associated with the proceedings.

The special commissioners are required to provide the court that appointed them a written decision. That decision is called the "Award." The Award must be filed with the court and the court must send written notice of the Award to all parties. After the Award is filed, the condemning entity may take possession of the property being condemned, even if either party appeals the Award of the special commissioners. To take possession of the property, the condemning entity must either pay the amount of the Award or deposit the amount of the Award into the court's registry. You have the right to withdraw funds that are deposited into the registry of the court.

OBJECTION TO THE SPECIAL COMMISSIONERS' AWARD

If either the landowner or the condemning entity is dissatisfied with the amount of the Award, either party can formally object to the Award. In order to successfully make this valuation objection, it must be filed in writing with the court. If neither party timely objects to the special commissioners' Award, the court will adopt the Award as the final judgment of the court.

If a party timely objects to the special commissioners' Award, the court will hear the case in the same manner that other civil cases are heard. Landowners who object to the Award and ask the court to hear the matter have the right to a trial and can elect whether to have the case decided by a judge or jury. The allocation of any trial costs is decided in the same manner that costs are allocated with the special commissioners' Award. After trial, either party may appeal any judgment entered by the court.

DISMISSAL OF THE CONDEMNATION ACTION

A condemning entity may file a motion to dismiss the condemnation proceeding if it decides it no longer needs your condemned property. If the court grants the motion to dismiss, the case is over and you are entitled to recover reasonable and necessary fees for attorneys, appraisers, photographers, and for other expenses incurred to the date of the hearing on the motion to dismiss.

If you wish to challenge the condemning entity's authority to take your property, you can lodge that challenge by filing a motion to dismiss the condemnation proceeding. Such a motion to dismiss would allege that the condemning entity did not have the right to condemn your property. For example, a landowner could challenge the condemning entity's claim that it seeks to take the property for a public use. If the court grants the landowner's motion, the court may award the landowner reasonable and necessary fees for attorneys, appraisers, photographers, and for other expenses incurred to the date of the hearing or judgment.

RELOCATION COSTS

If you are displaced from your residence or place of business, you may be entitled to reimbursement for reasonable expenses incurred while moving personal property from the residence or relocating the business to a new site. However, during condemnation proceedings, reimbursement for relocation costs may not be available if those costs are separately recoverable under another law. Texas law limits the total amount of available relocation costs to the market value of the property being moved. Further, the law provides that moving costs are limited to the amount that a move would cost if it were within 50 miles.

RECLAMATION OPTIONS

If private property was condemned by a governmental entity, and the public use for which the property was acquired is canceled before that property is used for that public purpose, no actual progress is made toward the public use within ten years or the property becomes unnecessary for public use within ten years, landowners may have the right to repurchase the property for the price paid to the owner by the entity at the time the entity acquired the property through eminent domain.

DISCLAIMER

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. This statement is not legal advice and is not a substitute for legal counsel.

ADDITIONAL RESOURCES

Further information regarding the procedures, timelines and requirements outlined in this document can be found in Chapter 21 of the Texas Property Code.



February 8, 2017

County: Dallas

ROW CSJ: 1068-04-169

Parcel: 3

Project Limits: From: NW 7th Street

To: Belt Line Road

Federal Project No.: N/A

Hwy. No.: IH 30

City of Grand Prairie

Attn: Tom Hart, City Manager

P.O. Box 534045

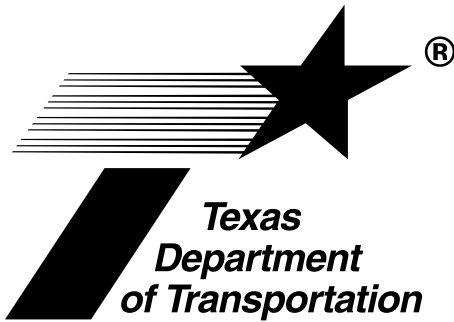
Grand Prairie, TX 75053

Re: Landowner Bill of Rights

I/We, City of Grand Prairie, or agent herein hereby acknowledge receipt on _____
of a copy of Texas Landowner Bill of Rights, revision date of March, 2012.

Print name

Sign name



RELOCATION ASSISTANCE

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

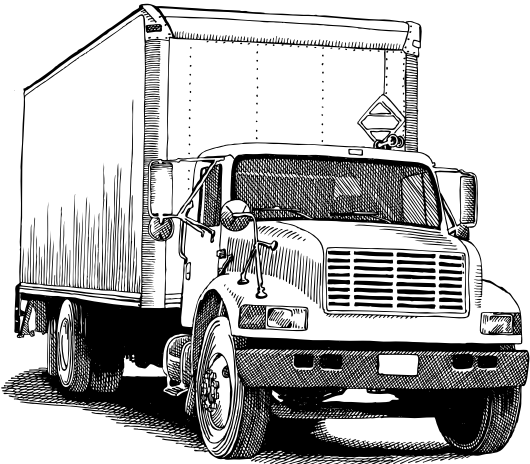
Moving Cost Reimbursement

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:



<p>Actual Reasonable Moving Costs</p> <p>Including:</p> <ul style="list-style-type: none">• Packing and unpacking• Temporary storage• Transportation• Moving insurance• Other related costs	<p>-OR-</p>	<p>Fixed Moving Cost Schedule</p> <p>Based on Room count</p>
---	--------------------	--

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.

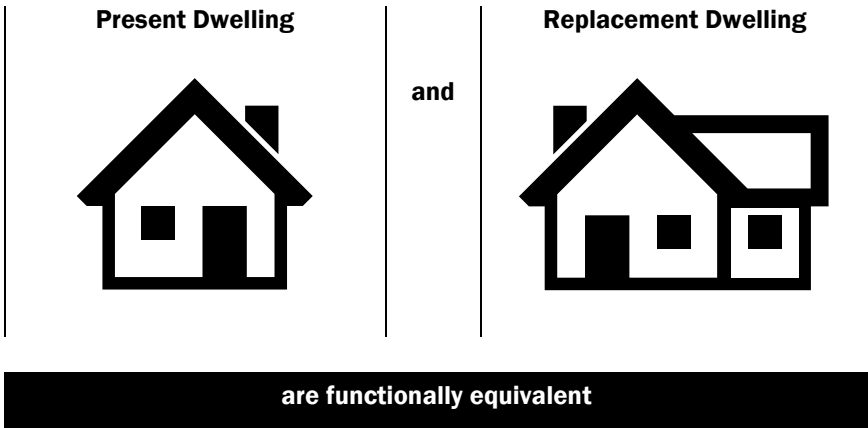
Replacement Housing Payments

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...



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

Moving Cost Reimbursement

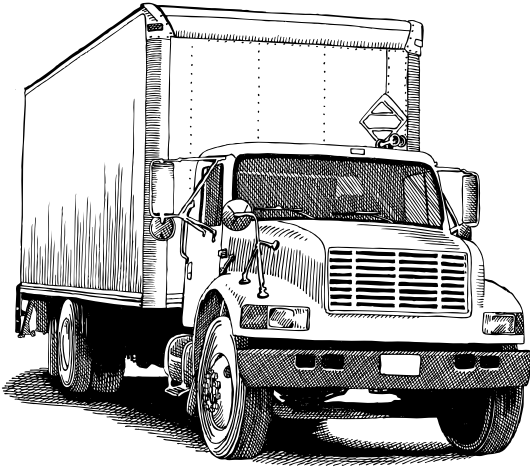
Owners or tenants may be reimbursed on the basis of actual reasonable moving costs and related expenses or, under certain circumstances, a fixed payment.

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

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

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

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

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

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., 2nd 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.

February 8, 2017

City of Grand Prairie
Attn: Tom Hart, City Manager
P.O. Box 637
Ardmore, OK 73402

County: Dallas
Highway No.: IH 30
Location: 400 Palace Pkwy, Grand Prairie,
Texas 75050
Project No.: N/A
ROW CSJ No.: 1068-04-169
District: Dallas
Parcel No.: 3

Dear Mr. Hart:

You have indicated a willingness to sign a Deed for your property which consists of 14,012 square feet located 400 Palace Pkwy, Grand Prairie, Texas 75050.

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 \$187,712.00 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.

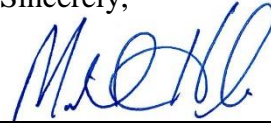
The payment of the amount herein stated and the terms provided constitute the only promises, consideration and conditions of this purchase; and no other promises, consideration or conditions have been signified or implied, save and except any benefits which may accrue under the State's Relocation Assistance 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.

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 handwritten signature in blue ink, appearing to read "Michael Hale", written over a horizontal line.

Michael Hale, SR/WA, 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 is based on this understanding.

Property Owner's Signature

Property Owner's Signature

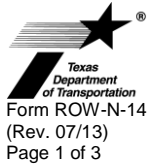
SSN or FEI

SSN or FEI

Date

Date

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.



DEED

TxDOT ROW CSJ: 1068-04-169

TxDOT Parcel No.: 3

Grantor(s), whether one or more:

City of Grand Prairie

Grantor's Mailing Address (including county):

P.O. Box 534045

Grand Prairie, Dallas County, TX 75053

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 ONE HUNDRED EIGHTY SEVEN THOUSAND SEVEN HUNDRED TWELVE and 00/100 Dollars (\$187,712.00) 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 Dallas 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 Dallas 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, 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, 20XX, 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 anywise 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 the 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 acknowledgement indicated below.

ATTEST:

CITY OF GRAND PRARIE, TEXAS

By: _____
City Secretary

By: _____
Tom Hart, City Manager

APPROVED AS TO FORM

City Attorney

Acknowledgment

State of Texas
County of Dallas

This instrument was acknowledged before me on the _____ of _____, 2017 by Tom Hart, City Manager of the City of Grand Prairie, Texas, a municipal corporation, on behalf of said corporation.

Notary Public's Signature

Exhibit "A"

County: Dallas
Parcel: 3
Highway: Interstate 30
STA. 974+30.11 to 978+61.83
Project Limits: From NW 7th Street
To Beltline Road
CSJ: 1068-04-169

Page 1 of 4
September 2016

LEGAL DESCRIPTION FOR PARCEL 3

Being a tract of land in the Michael Farrans Survey, Abstract No. 469, in the City of Grand Prairie, Dallas County, Texas, being a part of that called 0.89 acre tract of land described in Judgement to the City of Grand Prairie, Texas as recorded in Volume 2003002, Page 12063 in the Deed Records of Dallas County, Texas (D.R.D.C.T.), being a part of Palace Parkway (variable width right-of-way, no dedication found) and being more particularly described as follows:

COMMENCING at a 1/2-inch found iron rod for the most westerly northwest corner of that called 7.924 acre tract of land described in Warranty Deed with Vendor's Lien to 401 Palace Parkway, LP, as recorded in Volume 2005115, Page 1724 D.R.D.C.T., the most northerly corner of that said called 0.89 acre tract of land, and being on the southerly right-of-way line of Palace Parkway (variable width right-of-way line);

THENCE South 00 degrees 15 minutes 05 seconds East, along the common west line of said called 7.924 acre tract of land and the east line of said 0.89 acre tract of land, a distance of 320.88 feet to a 5/8-inch set iron rod with pink plastic cap stamped "TXDOT SURVEY MARKER RIGHT OF WAY" (hereinafter referred to as "with pink cap") for the POINT OF BEGINNING, being on the new north right-of-way line of Interstate Highway 30 (variable width right-of-way) being at station 978+61.83, 176.91 feet left and having a surface coordinate of North 6,963,619.10, East 2,428,101.66; **

- 1) THENCE South 00 degrees 15 minutes 05 seconds East, continuing along said common line, a distance of 9.14 feet to a point for corner on the existing north right-of-way line of Interstate Highway 30 (variable width right-of-way), from which a 1/2-inch found iron rod bears North 26 degrees 26 minutes 03 seconds West, a distance of 0.55 feet, being on a circular curve to the left, not being tangent to the preceding course, having a radius of 11,634.16 feet, whose chord bears North 89 degrees 30 minutes 11 seconds West, a distance of 385.60 feet;
- 2) THENCE Northwesterly, departing said common line, along said existing north right-of-way line, and along said circular curve to the left, through a central angle of 01 degree 53 minutes 57 seconds, an arc length of 385.61 feet to a point for corner;
- 3) THENCE North 82 degrees 18 minutes 33 seconds West, continuing along said existing north right-of-way line, a distance of 53.16 feet to a found PK nail on wooden right-of-way post for the southeast corner of Gentry Place Addition, an addition to the City of Grand Prairie, Dallas County, Texas, as recorded in Volume 84008, Page 1223 in the Plat

Exhibit "A"

County: Dallas
Parcel: 3
Highway: Interstate 30
STA. 974+30.11 to 978+61.83
Project Limits: From NW 7th Street
To Beltline Road
CSJ: 1068-04-169

Page 2 of 4
September 2016

Records of Dallas, County, Texas;

- 4) THENCE North 00 degrees 22 minutes 04 seconds West, departing said existing north right-of-way line and along the east line of said Gentry Place Addition, a distance of 7.97 feet to a 5/8-inch set iron rod with pink cap for corner; **
- 5) THENCE South 88 degrees 51 minutes 01 second East, departing said east line and along said new north right of way line, a distance of 133.08 feet to a set Mag nail for corner; **
- 6) THENCE North 70 degrees 15 minutes 35 seconds East, continuing along said new north right of way line, a distance of 112.69 feet to a 5/8-inch set iron rod with pink cap for corner; **
- 7) THENCE South 89 degrees 06 minutes 32 seconds East, continuing along said new north right of way line, a distance of 153.78 feet to a 5/8-inch set iron rod with pink cap for corner; **
- 8) THENCE South 47 degrees 01 minute 45 seconds East, continuing along said new north right of way line, a distance of 62.05 feet to the POINT OF BEGINNING AND CONTAINING 14,012 square feet or 0.3217 acres of land, more or less.

A plat accompanies this legal description.

Basis of Bearing is the Texas Coordinate System North Central Zone (4202), North American Datum of 1983 (NAD 83) 2011 adjustment, observed by RTK using the TXDOT VRS Network. Distances shown are US Survey feet displayed in surface values, scale factor is 1.000136506.

** The monument described and set in this call, if destroyed during construction, may be replaced with a TxDOT Type II Right of Way Marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

PLAT TO ACCOMPANY PARCEL DESCRIPTION

PAGE 3 OF 4
Sept. 2016

0875

PROJECT # 31496A OFFICE:FTW

DATE: 9/29/2016 TIME: 11:39:55 PM

I:\31000s\31496A\CADD\Sheets\ROW & DRAINAGE Exhibit: f:\s\RW03\1A-31496A.dgn

GENTRY PLACE
ADDITION
VOL. 84008
PG. 1223
D.R.D.C.T.

SPECIAL WARRANTY
DEED
INTERGERMAN DERBY
LIMITED PARTNERSHIP
CALLED
20.1522 ACRES
DOC. NO.
201500151329
O.P.R.D.C.T.

EASEMENT OR
RIGHT-OF-WAY
FOR A SEWER LINE
CITY OF
GRAND PRAIRIE
VOL. 3842, PG. 501
D.R.D.C.T.

MICHAEL FARRANS
SURVEY
ABSTRACT NO. 469

PALACE PARKWAY HOTEL ADDITION
DOC. NO. 200900182846
P.R.D.C.T.

LOT 1
BLOCK A

LOT 2
BLOCK A

5/8" FIR W/
'CHA' CAP

1/2" FIR

P.O.C.
IH-30 C.L.
STA 978+48.68
497.51' LT

WARRANTY DEED WITH
VENDOR'S LIEN
401 PALACE PARKWAY, LP
VOL. 2005115, PG. 1724
D.R.D.C.T.

JUDGEMENT
CITY OF
GRAND PRAIRIE, TEXAS
CALLED 0.89 ACRES
VOL. 2003002
PG. 12063
D.R.D.C.T.

P.O.B.
IH-30 C.L.
STA 978+61.83
176.91' LT
N=6963619.10
E=2428101.66

NEW RIGHT OF WAY LINE

PALACE PARKWAY
(VARIABLE WIDTH R.O.W.)
(FORMERLY SAFARI BLVD.)

320.88'
S00°15'05"E

N00°22'04"W
7.97'

N70°15'35"E
112.69'

5/8" FIR W/
'CHA' CAP

153.78'
S89°06'32"E

S88°51'01"E
133.08'

SET
MAG
NAIL

FND MON
'COGP'

FND PK NAIL ON
WOOD POST

N82°18'33"W
53.16'

$\Delta = 01^{\circ}53'57"$
 $R = 11634.16'$
 $T = 192.82'$
 $L = 385.61'$
 $CB = N89^{\circ}30'11"W$
 $CL = 385.60'$

0.3217 AC.
14,012 SQ. FT.

1/2" FIR BEARS
N26°26'03"W
0.55'

S00°15'05"E
9.14'

5' DISTRIBUTION EASEMENT
AND RIGHT-OF-WAY
TEXAS ELECTRIC SERVICE COMPANY
VOL. 69045, PG. 400
D.R.D.C.T.

INTERSTATE HIGHWAY NO. 30
(VARIABLE WIDTH R.O.W.)



0 50 100
SCALE: 1"=100'

EXHIBIT "A"
A PLAT OF A SURVEY OF
PARCEL 3
FOR INTERSTATE HIGHWAY 30
RIGHT-OF-WAY CSJ: 1068-04-169
A 14,012 SF., [0.3217 AC.]
TRACT OF LAND IN THE
MICHAEL FARRENS SURVEY
ABSTRACT No. 469
CITY OF GRAND PRAIRIE
DALLAS COUNTY, TEXAS

Texas Department of Transportation
© 2016

HALFF
TYPICAL FORM NO. 100-0008
4000 FOSSA CREEK BLVD.
FORT WORTH, TEXAS 76117-2797
TEL (817) 841-1822
FAX (817) 252-8794

PLAT TO ACCOMPANY PARCEL DESCRIPTION

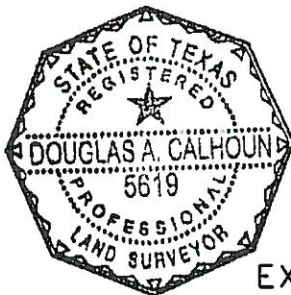
PAGE 4 OF 4
Sept. 2016

LEGEND

● FIR	FOUND IRON ROD
● 5/8" FIR W/"TXDOT" CAP	3" ALUMINUM DISC STAMPED "TEXAS DEPARTMENT OF TRANSPORTATION"
○ SIR	5/8" SET IRON ROD WITH PINK PLASTIC CAP STAMPED "TXDOT SURVEY MARKER RIGHT OF WAY"
○ SIRE	1/2" SET IRON ROD WITH BLUE PLASTIC CAP STAMPED "HALFF ESMT."
○ SIR W/ CAP	1/2" SET IRON ROD WITH ALUMINUM DISC STAMPED "TXDOT POINT ACCESS DENIAL"
△ PFC	POINT FOR CORNER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
—	RIGHT-OF-WAY (ROW) TAKE
----	NEW PROPERTY/ROW LINE
----	EXISTING PROPERTY/ROW LINE
----	NEW EASEMENT LINE
----	EXISTING EASEMENT LINE
-x-x-x-	EXISTING FENCE LINE
— —	DENIAL OF ACCESS
— —	DISTANCE SHOWN NOT TO SCALE
D.R.D.C.T.	DEED RECORDS DALLAS COUNTY TEXAS

1. BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983 (NAD 83) 2011 ADJUSTMENT, OBSERVED BY RTK USING THE TXDOT VRS NETWORK. DISTANCES SHOWN ARE US SURVEY FEET DISPLAYED IN SURFACE VALUES, SCALE FACTOR IS 1.000136506.
2. IMPROVEMENTS SHOWN HEREON ARE FROM DIGITAL PHOTOGRAMMETRY FILES AND OR THE ADDITIONAL DELINEATION OF IMPROVEMENTS WHICH HAVE BEEN BUILT (OR REMOVED) AFTER THE PHOTOGRAMMETRY WAS DEVELOPED.
3. ALL STATIONS AND OFFSETS SHOWN ARE CALCULATED RELATIVE TO THE PROJECT CENTERLINE (IH-30) UNLESS OTHERWISE NOTED.
4. ** THE MONUMENT DESCRIBED AND SET IN THIS CALL, IF DESTROYED DURING CONSTRUCTION, MAY BE REPLACED WITH A TXDOT TYPE II RIGHT OF WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TXDOT.

I HEREBY CERTIFY THAT THIS PLAT
AND THE ACCOMPANYING DESCRIPTION
OF EVEN DATE HERewith, ARE TRUE
AND CORRECT TO THE BEST OF MY
KNOWLEDGE AND BELIEF AND THAT THE
PROPERTY SHOWN HEREIN WAS DETERMINED
BY A SURVEY MADE ON THE GROUND UNDER
MY DIRECTION AND SUPERVISION



Douglas A. Calhoun
DOUGLAS A. CALHOUN
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5619

8/18/16
DATE

EXHIBIT "A"
A PLAT OF A SURVEY OF
PARCEL 3
FOR INTERSTATE HIGHWAY 30
RIGHT-OF-WAY CSJ: 1068-04-169
A 14,012 SF., [0.3217 AC.]
TRACT OF LAND IN THE
MICHAEL FARRANS SURVEY
ABSTRACT No. 469
CITY OF GRAND PRAIRIE
DALLAS COUNTY, TEXAS



I:\31000s\31496A\CADD\Sheets\ROW & DRAINAGE Exhibits\RW03\1B-31496A.DGN PROJECT # 31496A OFFICE:FTW TIME:11:39:55 PM DATE:9/29/2016

08/75



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.

Cobb, Fendley & Associates, Inc.	602081	jcanuteson@cobb fendley.com	713.462.3242
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Joshua Canuteson	559898	jcanuteson@cobb fendley.com	972.335.3214
Designated Broker of Firm	License No.	Email	Phone
Joshua Canuteson	559898	jcanuteson@cobb fendley.com	972.335.3214
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Lisa Featherstone	624513	lfeatherstone@cobb fendley.com	817.445.1016
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials

Date

ACKNOWLEDGMENT OF RECEIPT OF APPRAISAL REPORT

County: Dallas

District: Dallas

Federal Project No.: N/A

Parcel No.: 3

ROW CSJ No.: 1068-04-169

Highway: IH 30

I, City of Grand Prairie, hereby acknowledge receipt on _____ of a copy of an appraisal report prepared by Aaron H. Wright dated January 13, 2017, 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.

Signature of Owner(s)

Date

Signature of Owner(s)

Date