



Notification of Requirement for Temporary Construction License

January 17, 2022

McLennan County Junior College District
1400 College Drive
Waco, TX 76708

RE: 1809 Powell Drive

Dear Property Owner:

This is to inform you that the City of Waco has received a grant through the Texas Department of Transportation's Transportation Alternatives Program. The grant will enable the City to provide you and your neighbor's sidewalks that provide a safer mode of active transportation as well as provide Americans with Disability Acts accessibility along North 19th Street from Powell Drive. to Park Lake Drive.

In order to provide you with these improvements we will need to obtain a Temporary Construction License Agreement. As this is a public improvement project that will benefit the health and safety of local residents, consent to the temporary construction license will be necessary.

Please contact Jordan Everhart with MRB Group to discuss the project and what will be needed. His contact information is (254) 800-2748 or jordan.everhart@mrbgroupp.com.

Please contact Teresa Bryant at (254) 750-6613 or TeresaB@wacotx.gov at the City of Waco to discuss this process if you have any questions.

Sincerely,



Solomon Thomas, P.E.
North 19th Street Project Engineer



TEMPORARY CONSTRUCTION LICENSE

KNOW ALL MEN BY THESE PRESENTS:

That McLennan County Junior College District referred to as, "Grantor", does hereby grant to The City of Waco, Texas, its agents, contractors, successors and assigns, hereinafter referred to as "City", a temporary construction license for the purpose of construction of sidewalks in, along, upon and across the property located in the County of McLennan, State of Texas, more fully described in Exhibit "A" attached hereto and made a part hereof for any and all purposes.

For the consideration above recited and the mutual covenants and conditions herein contained the parties further agree as follows: to allow temporary access to my property as described in Exhibit "A" for the construction of sidewalk and supporting improvements.

Following completion of work within the temporary construction license area described in Exhibit "A", if City has removed or damaged improvements, herbage, or landscaping within said license area or otherwise on Grantor's property, City shall at its expense restore properties injured by City's activities to the substantially the same condition as existed previous to City's entry upon the particular property.

This temporary construction license shall be in full force and effect at all times during the accomplishment and completion of the construction activities described above. Said temporary construction license shall terminate and the license land area shall revert to the Grantor, their heirs, and assigns, and all interest conveyed herein shall cease on the _____ day of _____, _____, or on the date of completion of construction of the sidewalk facility activities described above, whichever occurs first.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this ____ day of _____, _____.

_____, _____.

Acknowledgement

State of Texas
County of McLennan

This instrument was acknowledged before me on _____ by

_____.

Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of McLennan

This instrument was acknowledged before me on _____

by _____, _____

of _____, a _____

corporation, on behalf of said corporation.

Notary Public's Signature



Notification of Voluntary Acquisition

January 17, 2022

McLennan County Junior College District
1400 College Dr.
Waco, TX 76708

RE: 1809 Powell Dr.

Dear Property Owner:

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In order to provide you with these improvements, we will need to obtain an easement along the side of your property to construct the sidewalk. All sales or donations of the easement will be on a voluntary basis. If mutually acceptable terms and conditions of such acquisition cannot be reached, the City will not exercise its power of eminent domain and will not take further action to acquire such property. As this is a public improvement project that will benefit the health and safety of local residents, the donation of an easement would be appreciated.

Please contact Jordan Everhart with MRB Group to discuss the project and what will be needed. His contact information is (254) 800-2748 or jordan.everhart@mrbgroupp.com.

Please contact Teresa Bryant at (254) 750-6613 or TeresaB@wacotx.gov at the City of Waco to discuss this process if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Solomon Thomas', followed by the text 'P.E.'.

Solomon Thomas, P.E.
North 19th Street Project Engineer

**PERPETUAL SIDEWALK EASEMENT TO THE
CITY OF WACO, TEXAS**

Date: _____

Grantor: **McLennan County Junior College District**
Grantor's Mailing Address: **1400 College Dr.**
[include county] **Waco, McLennan County, TX 76708**

Grantee: City of Waco, Texas, a municipal corporation
Grantee's Mailing Address: P.O. Box 2570
[include county] Waco, McLennan County, Texas 76702-2570

THE STATE OF TEXAS §

COUNTY OF McLENNAN §

THAT, Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto the Grantee, a Perpetual Sidewalk Easement for the construction, operation, maintenance, replacement, upgrade, and repair of a public sidewalk structure upon and across Grantor's property described in Exhibit "A" attached hereto and incorporated herein by this reference, for the purposes for which the perpetual easement is granted.

The Perpetual Sidewalk Easement ("Perpetual Easement") described in Exhibit "A" and granted herein shall be perpetual and constitute a covenant running with the land.

TO HAVE AND TO HOLD the rights and interests herein described perpetually unto Grantee, its successors and assigns forever, together with the right and privilege at any and all times to enter the Easement Tract, or any part thereof, for the purpose of construction, operation, maintenance, repair, replacement and/or upgrade of sidewalks within said Easement, and for access, ingress, and egress over the Easement for public sidewalk purposes. Grantor does hereby bind itself, its successors and assigns to warrant and forever defend the title to Permanent Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Permanent Easement or any part of the Permanent Easement.

Grantee shall be responsible for maintenance of all sidewalks within the Easement at such time that the sidewalks are completed and have been accepted for maintenance by the City of Waco, Texas.

Grantor warrants to the Grantee, its successors and assigns that Grantor has fee simple title to the above-described property and the unlimited right, power, and authority to grant the Easement described herein and to render the above-described property subject thereto. Grantor agrees to donate the property described in Exhibit "A" and releases the City of Waco from the obligation of obtaining an appraisal to determine Just Compensation for the Real Property.

The Easement granted herein shall be binding upon Grantor and Grantor's heirs, successors, and assigns and shall inure to the benefit of the Grantee, its successors, and assigns.

EXECUTED this _____ day of _____, 2022.

GRANTOR:

By: _____
(Insert typed grantor's name here)

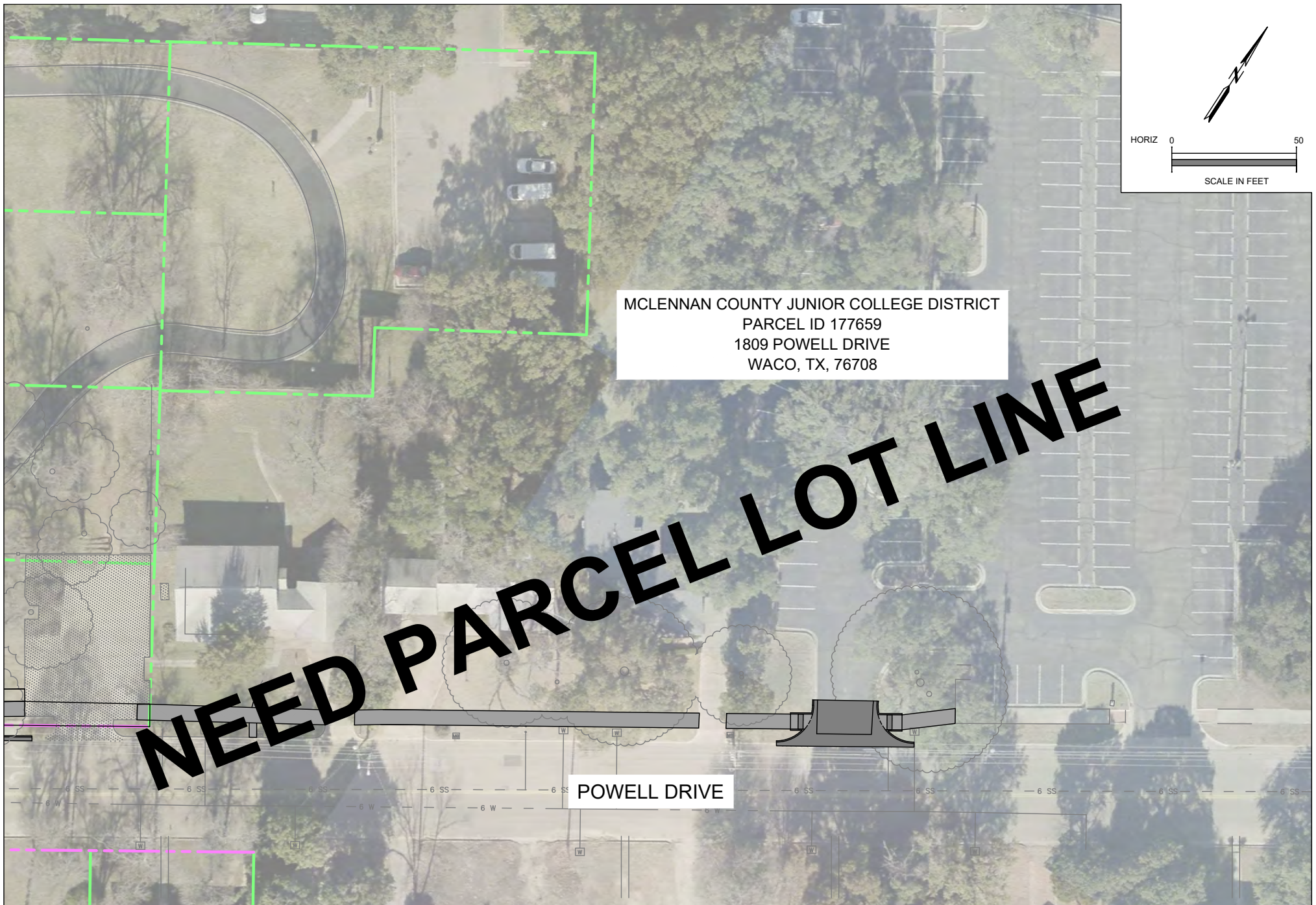
ACKNOWLEDGEMENT

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2022,
by _____.

Notary Public, State of Texas

After recording return to:
City Secretary's Office
P.O. Box 2570
Waco, Texas 76702-2570



303 West Calhoun Avenue, Temple Texas 76501 Phone: (254) 771-2054
400 South Austin Avenue, Suite 104, Waco, Texas 76701 Phone: (254) 756-1610
TBPE Firm Number: F-10615
www.mrbgrouptexas.com

PROPOSED RIGHT OF WAY ACQUISITION
CITY OF WACO
CEDAR RIDGE TRAIL TA PROJECT
"EXHIBIT A" SITE #2

January 19, 2022

NOTE: THIS EXHIBIT IS FOR REPRESENTATION ONLY. OFFICIAL EASEMENT DOCUMENTATION WILL BE A SEPARATE.

- LEGEND
- PROPOSED SIDEWALK EASEMENT
 - TEMPORARY CONSTRUCTION LICENSE
 - RIGHT OF WAY
 - PARCEL LINE





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.



Notification of Voluntary Acquisition

January 17, 2022

McLennan County Junior College District
1400 College Dr.
Waco, TX 76708

RE: 1813 Powell Dr.

Dear Property Owner:

This is to inform you that the City of Waco has received a grant through the Texas Department of Transportation's Transportation Alternatives Program. The grant will enable the City to provide you and your neighbor's sidewalks that provide a safer mode of active transportation as well as provide Americans with Disability Acts accessibility along North 19th Street from Powell Dr. to Park Lake Dr.

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Sincerely,

Solomon Thomas, P.E.
North 19th Street Project Engineer

**PERPETUAL SIDEWALK EASEMENT TO THE
CITY OF WACO, TEXAS**

Date: _____

Grantor: **McLennan County Junior College District**
Grantor's Mailing Address: **1400 College Dr.**
[include county] **Waco, McLennan County, TX 76708**

Grantee: City of Waco, Texas, a municipal corporation
Grantee's Mailing Address: P.O. Box 2570
[include county] Waco, McLennan County, Texas 76702-2570

THE STATE OF TEXAS §

COUNTY OF McLENNAN §

THAT, Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto the Grantee, a Perpetual Sidewalk Easement for the construction, operation, maintenance, replacement, upgrade, and repair of a public sidewalk structure upon and across Grantor's property described in Exhibit "A" attached hereto and incorporated herein by this reference, for the purposes for which the perpetual easement is granted.

The Perpetual Sidewalk Easement ("Perpetual Easement") described in Exhibit "A" and granted herein shall be perpetual and constitute a covenant running with the land.

TO HAVE AND TO HOLD the rights and interests herein described perpetually unto Grantee, its successors and assigns forever, together with the right and privilege at any and all times to enter the Easement Tract, or any part thereof, for the purpose of construction, operation, maintenance, repair, replacement and/or upgrade of sidewalks within said Easement, and for access, ingress, and egress over the Easement for public sidewalk purposes. Grantor does hereby bind itself, its successors and assigns to warrant and forever defend the title to Permanent Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Permanent Easement or any part of the Permanent Easement.

Grantee shall be responsible for maintenance of all sidewalks within the Easement at such time that the sidewalks are completed and have been accepted for maintenance by the City of Waco, Texas.

Grantor warrants to the Grantee, its successors and assigns that Grantor has fee simple title to the above-described property and the unlimited right, power, and authority to grant the Easement described herein and to render the above-described property subject thereto. Grantor agrees to donate the property described in Exhibit "A" and releases the City of Waco from the obligation of obtaining an appraisal to determine Just Compensation for the Real Property.

The Easement granted herein shall be binding upon Grantor and Grantor's heirs, successors, and assigns and shall inure to the benefit of the Grantee, its successors, and assigns.

EXECUTED this _____ day of _____, 2022.

GRANTOR:

By: _____
(Insert typed grantor's name here)

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2022,
by _____.

Notary Public, State of Texas

After recording return to:
City Secretary's Office
P.O. Box 2570
Waco, Texas 76702-2570



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County of McLennan

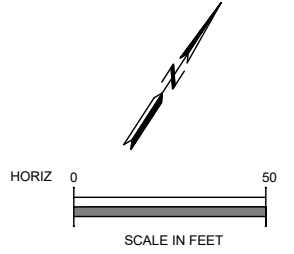
This instrument was acknowledged before me on _____

by _____, _____

of _____, a _____

corporation, on behalf of said corporation.

Notary Public's Signature



MCLENNAN COUNTY JUNIOR COLLEGE DISTRICT
PARCEL ID 177656
1813 POWELL DRIVE
WACO, TX, 76708

NEED PARCEL LOT LINE

POWELL DRIVE



303 West Calhoun Avenue, Temple Texas 76501 Phone: (254) 771-2054
400 South Austin Avenue, Suite 104, Waco, Texas 76701 Phone: (254) 756-1610
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PROPOSED RIGHT OF WAY ACQUISITION
CITY OF WACO
CEDAR RIDGE TRAIL TA PROJECT
"EXHIBIT A" SITE #4

January 19, 2022

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LEGEND
PROPOSED SIDEWALK EASEMENT
TEMPORARY CONSTRUCTION LICENSE
RIGHT OF WAY
PARCEL LINE





THE STATE OF TEXAS
LANDOWNER'S
BILL OF RIGHTS



PREPARED BY THE



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

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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.



Notification of Voluntary Acquisition

January 17, 2022

McLennan Community Jr College
1400 College Dr.
Waco, TX 76708

RE: 1817 Powell Dr.

Dear Property Owner:

This is to inform you that the City of Waco has received a grant through the Texas Department of Transportation's Transportation Alternatives Program. The grant will enable the City to provide you and your neighbor's sidewalks that provide a safer mode of active transportation as well as provide Americans with Disability Acts accessibility along North 19th Street from Powell Dr. to Park Lake Dr.

In order to provide you with these improvements, we will need to obtain an easement along the side of your property to construct the sidewalk. All sales or donations of the easement will be on a voluntary basis. If mutually acceptable terms and conditions of such acquisition cannot be reached, the City will not exercise its power of eminent domain and will not take further action to acquire such property. As this is a public improvement project that will benefit the health and safety of local residents, the donation of an easement would be appreciated.

Jordan Everhart, with MRB Group, will be contacting you to discuss the project and what will be needed. His contact information is (254) 800-2748 or jordan.everhart@mrbgroupp.com.

Please contact Teresa Bryant at (254) 750-6613 or TeresaB@wacotx.gov at the City of Waco to discuss this process if you have any questions.

Sincerely,

Solomon Thomas, P.E.
North 19th Street Project Engineer

**PERPETUAL SIDEWALK EASEMENT TO THE
CITY OF WACO, TEXAS**

Date: _____

Grantor: **McLennan County Junior College District**
Grantor's Mailing Address: **1400 College Dr.**
[include county] **Waco, McLennan County, TX 76708**

Grantee: City of Waco, Texas, a municipal corporation
Grantee's Mailing Address: P.O. Box 2570
[include county] Waco, McLennan County, Texas 76702-2570

THE STATE OF TEXAS §

COUNTY OF McLENNAN §

THAT, Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto the Grantee, a Perpetual Sidewalk Easement for the construction, operation, maintenance, replacement, upgrade, and repair of a public sidewalk structure upon and across Grantor's property described in Exhibit "A" attached hereto and incorporated herein by this reference, for the purposes for which the perpetual easement is granted.

The Perpetual Sidewalk Easement ("Perpetual Easement") described in Exhibit "A" and granted herein shall be perpetual and constitute a covenant running with the land.

TO HAVE AND TO HOLD the rights and interests herein described perpetually unto Grantee, its successors and assigns forever, together with the right and privilege at any and all times to enter the Easement Tract, or any part thereof, for the purpose of construction, operation, maintenance, repair, replacement and/or upgrade of sidewalks within said Easement, and for access, ingress, and egress over the Easement for public sidewalk purposes. Grantor does hereby bind itself, its successors and assigns to warrant and forever defend the title to Permanent Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Permanent Easement or any part of the Permanent Easement.

Grantee shall be responsible for maintenance of all sidewalks within the Easement at such time that the sidewalks are completed and have been accepted for maintenance by the City of Waco, Texas.

Grantor warrants to the Grantee, its successors and assigns that Grantor has fee simple title to the above-described property and the unlimited right, power, and authority to grant the Easement described herein and to render the above-described property subject thereto. Grantor agrees to donate the property described in Exhibit "A" and releases the City of Waco from the obligation of obtaining an appraisal to determine Just Compensation for the Real Property.

The Easement granted herein shall be binding upon Grantor and Grantor's heirs, successors, and assigns and shall inure to the benefit of the Grantee, its successors, and assigns.

EXECUTED this _____ day of _____, 2022.

GRANTOR:

By: _____
(Insert typed grantor's name here)

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2022,
by _____.

Notary Public, State of Texas

After recording return to:
City Secretary's Office
P.O. Box 2570
Waco, Texas 76702-2570



Notification of Requirement for Temporary Construction License

January 17, 2022

McLennan Community Junior College
1400 College Drive
Waco, TX 76708

RE: 1817 Powell Drive

Dear Property Owner:

This is to inform you that the City of Waco has received a grant through the Texas Department of Transportation's Transportation Alternatives Program. The grant will enable the City to provide you and your neighbor's sidewalks that provide a safer mode of active transportation as well as provide Americans with Disability Acts accessibility along North 19th Street from Powell Drive. to Park Lake Drive.

In order to provide you with these improvements we will need to obtain a Temporary Construction License Agreement. As this is a public improvement project that will benefit the health and safety of local residents, consent to the temporary construction license will be necessary.

Jordan Everhart, with MRB Group, will be contacting you to discuss the project and what will be needed. His contact information is (254) 800-2748 or jordan.everhart@mrbgroupp.com.

Please contact Teresa Bryant at (254) 750-6613 or TeresaB@wacotx.gov at the City of Waco to discuss this process if you have any questions.

Sincerely,

Solomon Thomas, P.E.
North 19th Street Project Engineer



TEMPORARY CONSTRUCTION LICENSE

KNOW ALL MEN BY THESE PRESENTS:

That McLennan Community Junior College referred to as, “Grantor”, does hereby grant to The City of Waco, Texas, its agents, contractors, successors and assigns, hereinafter referred to as “City”, a temporary construction license for the purpose of construction of sidewalks in, along, upon and across the property located in the County of McLennan, State of Texas, more fully described in Exhibit “A” attached hereto and made a part hereof for any and all purposes.

For the consideration above recited and the mutual covenants and conditions herein contained the parties further agree as follows: to allow temporary access to my property as described in Exhibit “A” for the construction of sidewalk and supporting improvements.

Following completion of work within the temporary construction license area described in Exhibit “A”, if City has removed or damaged improvements, herbage, or landscaping within said license area or otherwise on Grantor’s property, City shall at its expense restore properties injured by City’s activities to the substantially the same condition as existed previous to City’s entry upon the particular property.

This temporary construction license shall be in full force and effect at all times during the accomplishment and completion of the construction activities described above. Said temporary construction license shall terminate and the license land area shall revert to the Grantor, their heirs, and assigns, and all interest conveyed herein shall cease on the _____ day of _____, _____, or on the date of completion of construction of the sidewalk facility activities described above, whichever occurs first.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this ____day of

_____, _____.

Acknowledgement

State of Texas
County of McLennan

This instrument was acknowledged before me on _____ by

_____.

Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of McLennan

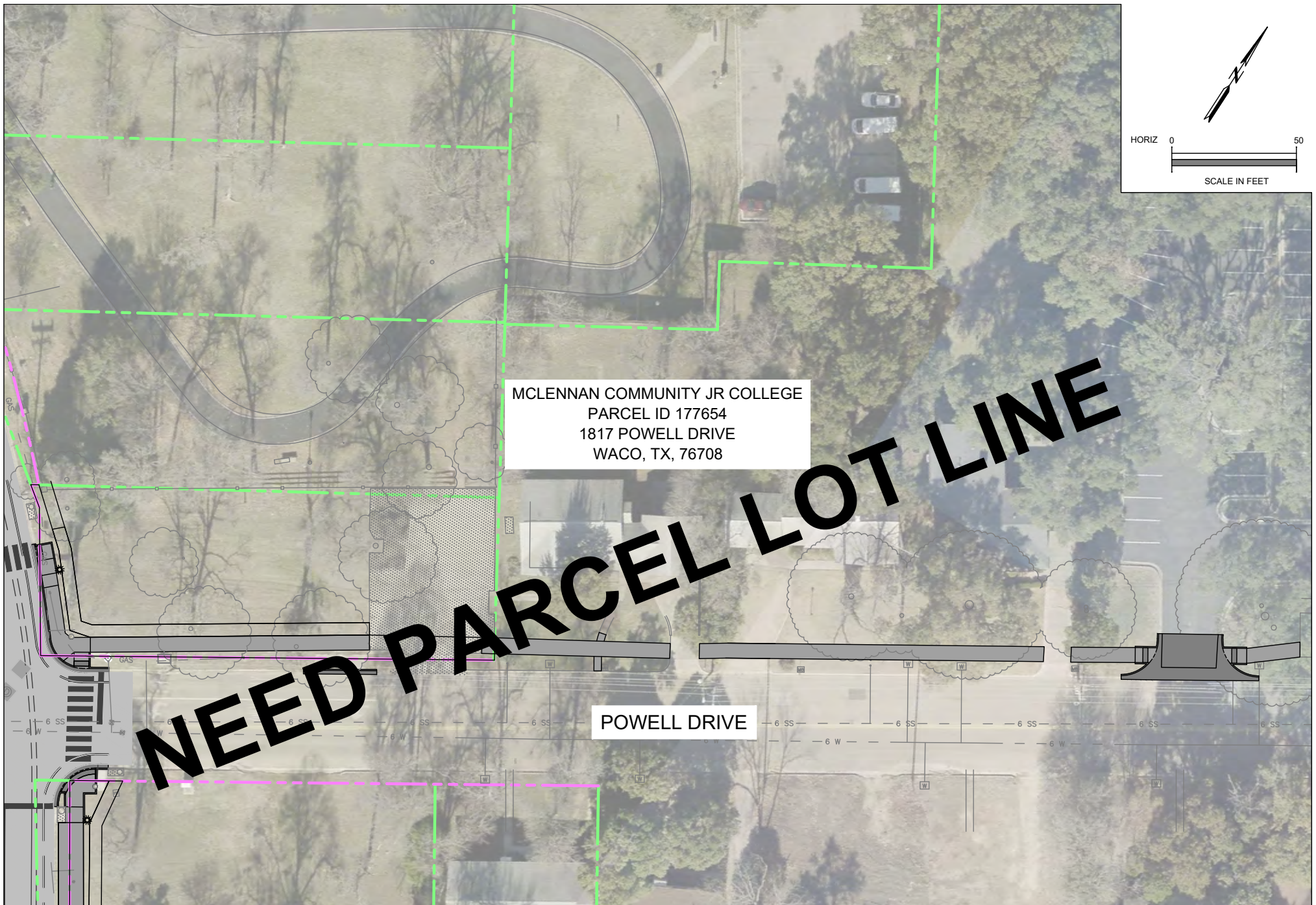
This instrument was acknowledged before me on _____

by _____, _____

of _____, a _____

corporation, on behalf of said corporation.

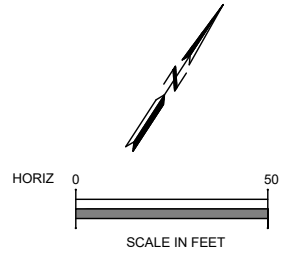
Notary Public's Signature



MCLENNAN COMMUNITY JR COLLEGE
PARCEL ID 177654
1817 POWELL DRIVE
WACO, TX, 76708

POWELL DRIVE

NEED PARCEL LOT LINE



303 West Calhoun Avenue, Temple Texas 76501 Phone: (254) 771-2054
400 South Austin Avenue, Suite 104, Waco, Texas 76701 Phone: (254) 756-1610
TBPE Firm Number: F-10615
www.mrbgrouptexas.com

PROPOSED RIGHT OF WAY ACQUISITION
CITY OF WACO
CEDAR RIDGE TRAIL TA PROJECT
"EXHIBIT A" SITE #5

January 19, 2022

NOTE: THIS EXHIBIT IS FOR REPRESENTATION ONLY. OFFICIAL EASEMENT DOCUMENTATION WILL BE A SEPARATE.

- LEGEND
- PROPOSED SIDEWALK EASEMENT
 - TEMPORARY CONSTRUCTION LICENSE
 - RIGHT OF WAY
 - PARCEL LINE





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.

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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.

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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.

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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.

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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.



Notification of Voluntary Acquisition

January 17, 2022

McLennan Community College
1400 College Dr.
Waco, TX 76708

RE: 4401 N. 19th St.

Dear Property Owner:

This is to inform you that the City of Waco has received a grant through the Texas Department of Transportation's Transportation Alternatives Program. The grant will enable the City to provide you and your neighbor's sidewalks that provide a safer mode of active transportation as well as provide Americans with Disability Acts accessibility along North 19th Street from Powell Dr. to Park Lake Dr.

In order to provide you with these improvements, we will need to obtain an easement along the side of your property to construct the sidewalk. All sales or donations of the easement will be on a voluntary basis. If mutually acceptable terms and conditions of such acquisition cannot be reached, the City will not exercise its power of eminent domain and will not take further action to acquire such property. As this is a public improvement project that will benefit the health and safety of local residents, the donation of an easement would be appreciated.

Please contact Jordan Everhart with MRB Group to discuss the project and what will be needed. His contact information is (254) 800-2748 or jordan.everhart@mrbgroupp.com.

Please contact Teresa Bryant at (254) 750-6613 or TeresaB@wacotx.gov at the City of Waco to discuss this process if you have any questions.

Sincerely,



Solomon Thomas, P.E.
North 19th Street Project Engineer

**PERPETUAL SIDEWALK EASEMENT TO THE
CITY OF WACO, TEXAS**

Date: _____

Grantor: **McLennan Community College**
Grantor's Mailing Address: **1400 College Dr.**
[include county] **Waco, McLennan County, TX 76708**

Grantee: City of Waco, Texas, a municipal corporation
Grantee's Mailing Address: P.O. Box 2570
[include county] Waco, McLennan County, Texas 76702-2570

THE STATE OF TEXAS §

COUNTY OF McLENNAN §

THAT, Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto the Grantee, a Perpetual Sidewalk Easement for the construction, operation, maintenance, replacement, upgrade, and repair of a public sidewalk structure upon and across Grantor's property described in Exhibit "A" attached hereto and incorporated herein by this reference, for the purposes for which the perpetual easement is granted.

The Perpetual Sidewalk Easement ("Perpetual Easement") described in Exhibit "A" and granted herein shall be perpetual and constitute a covenant running with the land.

TO HAVE AND TO HOLD the rights and interests herein described perpetually unto Grantee, its successors and assigns forever, together with the right and privilege at any and all times to enter the Easement Tract, or any part thereof, for the purpose of construction, operation, maintenance, repair, replacement and/or upgrade of sidewalks within said Easement, and for access, ingress, and egress over the Easement for public sidewalk purposes. Grantor does hereby bind itself, its successors and assigns to warrant and forever defend the title to Permanent Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Permanent Easement or any part of the Permanent Easement.

Grantee shall be responsible for maintenance of all sidewalks within the Easement at such time that the sidewalks are completed and have been accepted for maintenance by the City of Waco, Texas.

Grantor warrants to the Grantee, its successors and assigns that Grantor has fee simple title to the above-described property and the unlimited right, power, and authority to grant the Easement described herein and to render the above-described property subject thereto. Grantor agrees to donate the property described in Exhibit "A" and releases the City of Waco from the obligation of obtaining an appraisal to determine Just Compensation for the Real Property.

The Easement granted herein shall be binding upon Grantor and Grantor's heirs, successors, and assigns and shall inure to the benefit of the Grantee, its successors, and assigns.

EXECUTED this _____ day of _____, 2022.

GRANTOR:

By: _____
(Insert typed grantor's name here)

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2022,
by _____.

Notary Public, State of Texas

After recording return to:
City Secretary's Office
P.O. Box 2570
Waco, Texas 76702-2570



Notification of Requirement for Temporary Construction License

January 17, 2022

McLennan Community College
1400 College Dr.
Waco, TX 76708

RE: 4401 N. 19th St.

Dear Property Owner:

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Please contact Jordan Everhart with MRB Group to discuss the project and what will be needed. His contact information is (254) 800-2748 or jordan.everhart@mrbgroupp.com.

Please contact Teresa Bryant at (254) 750-6613 or TeresaB@wacotx.gov at the City of Waco to discuss this process if you have any questions.

Sincerely,



Solomon Thomas, P.E.
North 19th Street Project Engineer



TEMPORARY CONSTRUCTION LICENSE

KNOW ALL MEN BY THESE PRESENTS:

That McLennan Community College referred to as, “Grantor”, does hereby grant to The City of Waco, Texas, its agents, contractors, successors and assigns, hereinafter referred to as “City”, a temporary construction license for the purpose of construction of sidewalks in, along, upon and across the property located in the County of McLennan, State of Texas, more fully described in Exhibit “A” attached hereto and made a part hereof for any and all purposes.

For the consideration above recited and the mutual covenants and conditions herein contained the parties further agree as follows: to allow temporary access to my property as described in Exhibit “A” for the construction of sidewalk and supporting improvements.

Following completion of work within the temporary construction license area described in Exhibit “A”, if City has removed or damaged improvements, herbage, or landscaping within said license area or otherwise on Grantor’s property, City shall at its expense restore properties injured by City’s activities to the substantially the same condition as existed previous to City’s entry upon the particular property.

This temporary construction license shall be in full force and effect at all times during the accomplishment and completion of the construction activities described above. Said temporary construction license shall terminate and the license land area shall revert to the Grantor, their heirs, and assigns, and all interest conveyed herein shall cease on the _____ day of _____, _____, or on the date of completion of construction of the sidewalk facility activities described above, whichever occurs first.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this ____ day of _____,

_____, _____.

Acknowledgement

State of Texas
County of McLennan

This instrument was acknowledged before me on _____ by

_____.

Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of McLennan

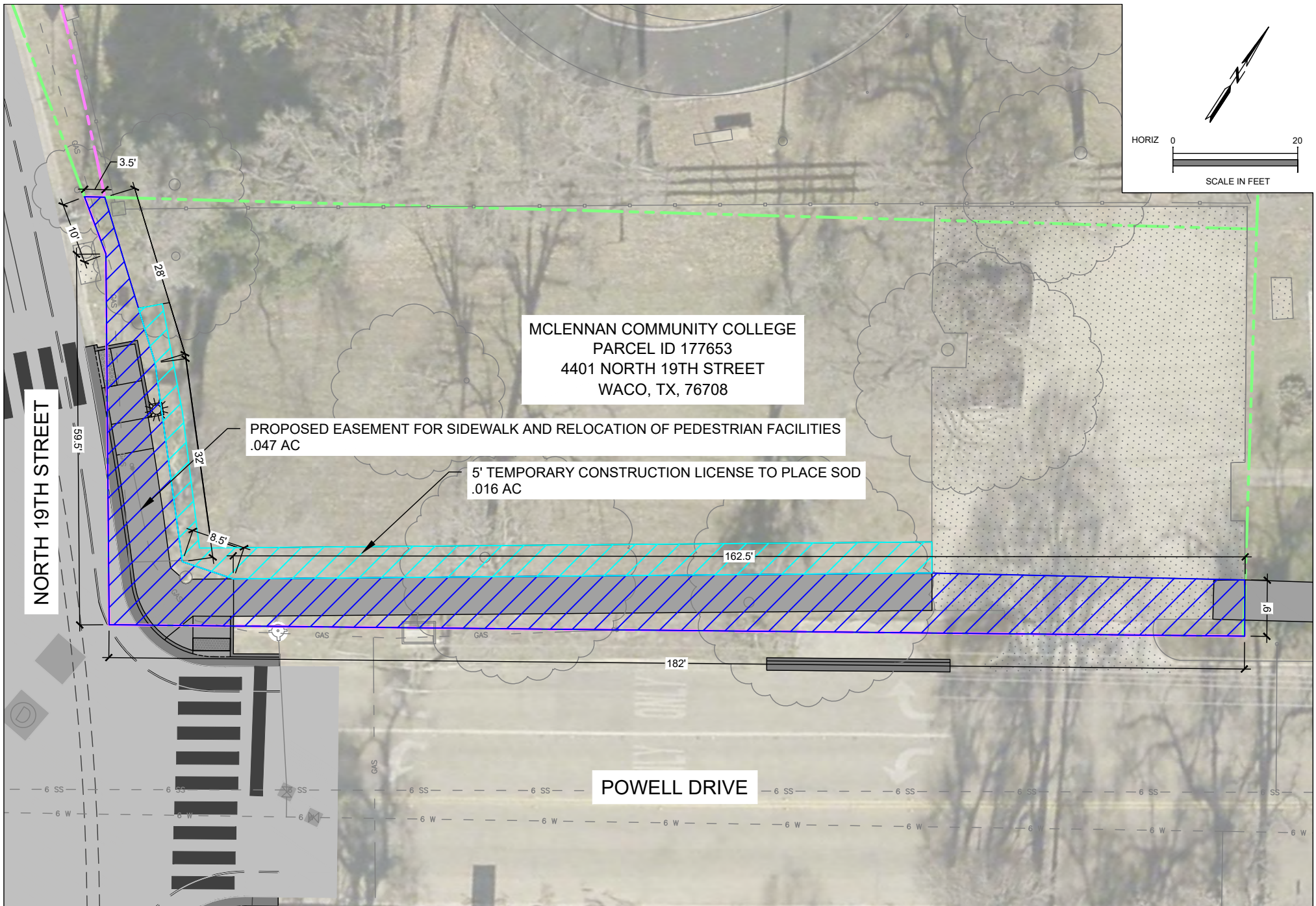
This instrument was acknowledged before me on _____

by _____, _____

of _____, a _____

corporation, on behalf of said corporation.

Notary Public's Signature



303 West Calhoun Avenue, Temple Texas 76501 Phone: (254) 771-2054
 400 South Austin Avenue, Suite 104, Waco, Texas 76701 Phone: (254) 756-1610
 TBPE Firm Number: F-10615
www.mrbgrouptexas.com

PROPOSED RIGHT OF WAY ACQUISITION
CITY OF WACO
CEDAR RIDGE TRAIL TA PROJECT
"EXHIBIT A" SITE #6

January 19, 2022





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.



Notification of Voluntary Acquisition

January 17, 2022

McLennan County Junior College District
1400 College Dr.
Waco, TX 76708

RE: 4323 N. 19th St.

Dear Property Owner:

This is to inform you that the City of Waco has received a grant through the Texas Department of Transportation's Transportation Alternatives Program. The grant will enable the City to provide you and your neighbor's sidewalks that provide a safer mode of active transportation as well as provide Americans with Disability Acts accessibility along North 19th Street from Powell Dr. to Park Lake Dr.

In order to provide you with these improvements, we will need to obtain an easement along the side of your property to construct the sidewalk. All sales or donations of the easement will be on a voluntary basis. If mutually acceptable terms and conditions of such acquisition cannot be reached, the City will not exercise its power of eminent domain and will not take further action to acquire such property. As this is a public improvement project that will benefit the health and safety of local residents, the donation of an easement would be appreciated.

Please contact Jordan Everhart with MRB Group to discuss the project and what will be needed. His contact information is (254) 800-2748 or jordan.everhart@mrbgroupp.com.

Please contact Teresa Bryant at (254) 750-6613 or TeresaB@wacotx.gov at the City of Waco to discuss this process if you have any questions.

Sincerely,



Solomon Thomas, P.E.
North 19th Street Project Engineer

**PERPETUAL SIDEWALK EASEMENT TO THE
CITY OF WACO, TEXAS**

Date: _____

Grantor: **McLennan County Junior College District**
Grantor's Mailing Address: **1400 College Dr.**
[include county] **Waco, McLennan County, TX 76708**

Grantee: City of Waco, Texas, a municipal corporation
Grantee's Mailing Address: P.O. Box 2570
[include county] Waco, McLennan County, Texas 76702-2570

THE STATE OF TEXAS §

COUNTY OF McLENNAN §

THAT, Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto the Grantee, a Perpetual Sidewalk Easement for the construction, operation, maintenance, replacement, upgrade, and repair of a public sidewalk structure upon and across Grantor's property described in Exhibit "A" attached hereto and incorporated herein by this reference, for the purposes for which the perpetual easement is granted.

The Perpetual Sidewalk Easement ("Perpetual Easement") described in Exhibit "A" and granted herein shall be perpetual and constitute a covenant running with the land.

TO HAVE AND TO HOLD the rights and interests herein described perpetually unto Grantee, its successors and assigns forever, together with the right and privilege at any and all times to enter the Easement Tract, or any part thereof, for the purpose of construction, operation, maintenance, repair, replacement and/or upgrade of sidewalks within said Easement, and for access, ingress, and egress over the Easement for public sidewalk purposes. Grantor does hereby bind itself, its successors and assigns to warrant and forever defend the title to Permanent Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Permanent Easement or any part of the Permanent Easement.

Grantee shall be responsible for maintenance of all sidewalks within the Easement at such time that the sidewalks are completed and have been accepted for maintenance by the City of Waco, Texas.

Grantor warrants to the Grantee, its successors and assigns that Grantor has fee simple title to the above-described property and the unlimited right, power, and authority to grant the Easement described herein and to render the above-described property subject thereto. Grantor agrees to donate the property described in Exhibit "A" and releases the City of Waco from the obligation of obtaining an appraisal to determine Just Compensation for the Real Property.

The Easement granted herein shall be binding upon Grantor and Grantor's heirs, successors, and assigns and shall inure to the benefit of the Grantee, its successors, and assigns.

EXECUTED this _____ day of _____, 2022.

GRANTOR:

By: _____
(Insert typed grantor's name here)

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2022,
by _____.

Notary Public, State of Texas

After recording return to:
City Secretary's Office
P.O. Box 2570
Waco, Texas 76702-2570



Notification of Requirement for Temporary Construction License

January 17, 2022

McLennan County Junior College District
1400 College Dr.
Waco, TX 76708

RE: 4323 N. 19th St.

Dear Property Owner:

This is to inform you that the City of Waco has received a grant through the Texas Department of Transportation's Transportation Alternatives Program. The grant will enable the City to provide you and your neighbor's sidewalks that provide a safer mode of active transportation as well as provide Americans with Disability Acts accessibility along North 19th St. from Powell Dr. to Park Lake Dr.

In order to provide you with these improvements, we will need to obtain a Temporary Construction License Agreement. As this is a public improvement project that will benefit the health and safety of local residents, consent to the temporary construction license will be necessary.

Please contact Jordan Everhart with MRB Group to discuss the project and what will be needed. His contact information is (254) 800-2748 or jordan.everhart@mrbgroupp.com.

Please contact Teresa Bryant at (254) 750-6613 or TeresaB@wacotx.gov at the City of Waco to discuss this process if you have any questions.

Sincerely,



Solomon Thomas, P.E.
North 19th Street Project Engineer



TEMPORARY CONSTRUCTION LICENSE

KNOW ALL MEN BY THESE PRESENTS:

That McLennan County Junior College District referred to as, "Grantor", does hereby grant to The City of Waco, Texas, its agents, contractors, successors and assigns, hereinafter referred to as "City", a temporary construction license for the purpose of construction of sidewalks in, along, upon and across the property located in the County of McLennan, State of Texas, more fully described in Exhibit "A" attached hereto and made a part hereof for any and all purposes.

For the consideration above recited and the mutual covenants and conditions herein contained the parties further agree as follows: to allow temporary access to my property as described in Exhibit "A" for the construction of sidewalk and supporting improvements.

Following completion of work within the temporary construction license area described in Exhibit "A", if City has removed or damaged improvements, herbage, or landscaping within said license area or otherwise on Grantor's property, City shall at its expense restore properties injured by City's activities to the substantially the same condition as existed previous to City's entry upon the particular property.

This temporary construction license shall be in full force and effect at all times during the accomplishment and completion of the construction activities described above. Said temporary construction license shall terminate and the license land area shall revert to the Grantor, their heirs, and assigns, and all interest conveyed herein shall cease on the _____ day of _____, _____, or on the date of completion of construction of the sidewalk facility activities described above, whichever occurs first.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this ____ day of

_____, _____.

Acknowledgement

State of Texas
County of McLennan

This instrument was acknowledged before me on _____ by

_____.

Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of McLennan

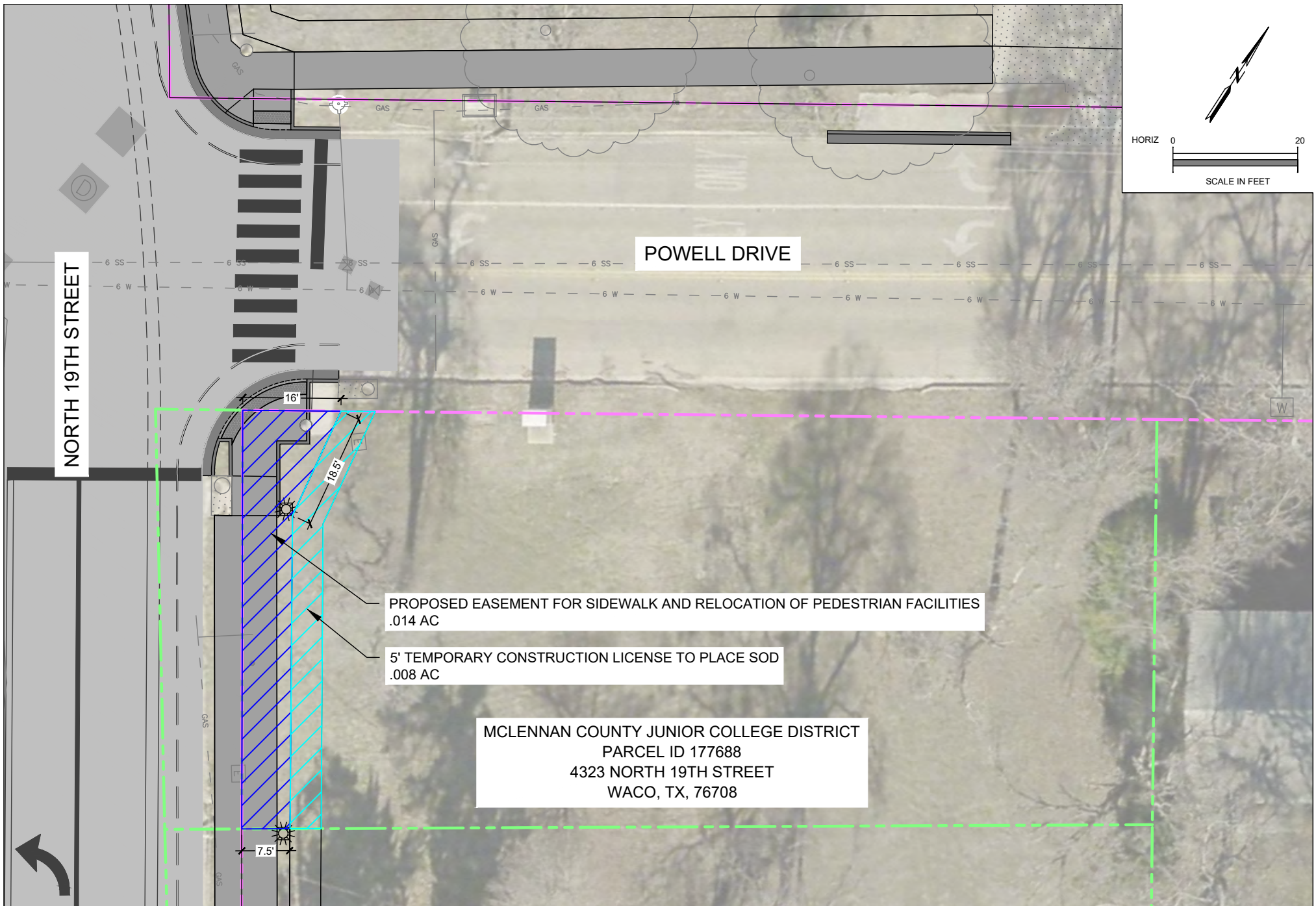
This instrument was acknowledged before me on _____

by _____, _____

of _____, a _____

corporation, on behalf of said corporation.

Notary Public's Signature



303 West Calhoun Avenue, Temple Texas 76501 Phone: (254) 771-2054
400 South Austin Avenue, Suite 104, Waco, Texas 76701 Phone: (254) 756-1610
TBPE Firm Number: F-10615
www.mrbgrouptexas.com

PROPOSED RIGHT OF WAY ACQUISITION
CITY OF WACO
CEDAR RIDGE TRAIL TA PROJECT
"EXHIBIT A" SITE #7

January 19, 2022

NOTE: THIS EXHIBIT IS FOR REPRESENTATION ONLY. OFFICIAL EASEMENT DOCUMENTATION WILL BE A SEPARATE.





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

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SPECIAL COMMISSIONERS' HEARING

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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.

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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.

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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

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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.



Notification of Voluntary Acquisition

January 17, 2022

McLennan County Junior College District
1400 College Dr.
Waco, TX 76708

RE: 4317 N. 19th St.

Dear Property Owner:

This is to inform you that the City of Waco has received a grant through the Texas Department of Transportation's Transportation Alternatives Program. The grant will enable the City to provide you and your neighbor's sidewalks that provide a safer mode of active transportation as well as provide Americans with Disability Acts accessibility along North 19th Street from Powell Dr. to Park Lake Dr.

In order to provide you with these improvements, we will need to obtain an easement along the side of your property to construct the sidewalk. All sales or donations of the easement will be on a voluntary basis. If mutually acceptable terms and conditions of such acquisition cannot be reached, the City will not exercise its power of eminent domain and will not take further action to acquire such property. As this is a public improvement project that will benefit the health and safety of local residents, the donation of an easement would be appreciated.

Please contact Jordan Everhart with MRB Group to discuss the project and what will be needed. His contact information is (254) 800-2748 or jordan.everhart@mrbgroupp.com.

Please contact Teresa Bryant at (254) 750-6613 or TeresaB@wacotx.gov at the City of Waco to discuss this process if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Solomon Thomas', followed by 'P.E.' in a smaller, printed font.

Solomon Thomas, P.E.
North 19th Street Project Engineer

**PERPETUAL SIDEWALK EASEMENT TO THE
CITY OF WACO, TEXAS**

Date: _____

Grantor: **McLennan County Junior College District**
Grantor's Mailing Address: **1400 College Dr.**
[include county] **Waco, McLennan County, TX 76708**

Grantee: City of Waco, Texas, a municipal corporation
Grantee's Mailing Address: P.O. Box 2570
[include county] Waco, McLennan County, Texas 76702-2570

THE STATE OF TEXAS §

COUNTY OF McLENNAN §

THAT, Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto the Grantee, a Perpetual Sidewalk Easement for the construction, operation, maintenance, replacement, upgrade, and repair of a public sidewalk structure upon and across Grantor's property described in Exhibit "A" attached hereto and incorporated herein by this reference, for the purposes for which the perpetual easement is granted.

The Perpetual Sidewalk Easement ("Perpetual Easement") described in Exhibit "A" and granted herein shall be perpetual and constitute a covenant running with the land.

TO HAVE AND TO HOLD the rights and interests herein described perpetually unto Grantee, its successors and assigns forever, together with the right and privilege at any and all times to enter the Easement Tract, or any part thereof, for the purpose of construction, operation, maintenance, repair, replacement and/or upgrade of sidewalks within said Easement, and for access, ingress, and egress over the Easement for public sidewalk purposes. Grantor does hereby bind itself, its successors and assigns to warrant and forever defend the title to Permanent Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Permanent Easement or any part of the Permanent Easement.

Grantee shall be responsible for maintenance of all sidewalks within the Easement at such time that the sidewalks are completed and have been accepted for maintenance by the City of Waco, Texas.

Grantor warrants to the Grantee, its successors and assigns that Grantor has fee simple title to the above-described property and the unlimited right, power, and authority to grant the Easement described herein and to render the above-described property subject thereto. Grantor agrees to donate the property described in Exhibit "A" and releases the City of Waco from the obligation of obtaining an appraisal to determine Just Compensation for the Real Property.

The Easement granted herein shall be binding upon Grantor and Grantor's heirs, successors, and assigns and shall inure to the benefit of the Grantee, its successors, and assigns.

EXECUTED this _____ day of _____, 2022.

GRANTOR:

By: _____
(Insert typed grantor's name here)

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2022,
by _____.

Notary Public, State of Texas

After recording return to:
City Secretary's Office
P.O. Box 2570
Waco, Texas 76702-2570



Notification of Requirement for Temporary Construction License

January 17, 2022

McLennan County Junior College
1400 College Drive
Waco, TX 76708

RE: 4317 N. 19th Street

Dear Property Owner:

This is to inform you that the City of Waco has received a grant through the Texas Department of Transportation's Transportation Alternatives Program. The grant will enable the City to provide you and your neighbor's sidewalks that provide a safer mode of active transportation as well as provide Americans with Disability Acts accessibility along North 19th Street from Powell Drive. to Park Lake Drive.

In order to provide you with these improvements we will need to obtain a Temporary Construction License Agreement. As this is a public improvement project that will benefit the health and safety of local residents, consent to the temporary construction license will be necessary.

Please contact Jordan Everhart with MRB Group to discuss the project and what will be needed. His contact information is (254) 800-2748 or jordan.everhart@mrbgroupp.com.

Please contact Teresa Bryant at (254) 750-6613 or TeresaB@wacotx.gov at the City of Waco to discuss this process if you have any questions.

Sincerely,

Solomon Thomas, P.E.
North 19th Street Project Engineer



TEMPORARY CONSTRUCTION LICENSE

KNOW ALL MEN BY THESE PRESENTS:

That McLennan County Junior College District referred to as, "Grantor", does hereby grant to The City of Waco, Texas, its agents, contractors, successors and assigns, hereinafter referred to as "City", a temporary construction license for the purpose of construction of sidewalks in, along, upon and across the property located in the County of McLennan, State of Texas, more fully described in Exhibit "A" attached hereto and made a part hereof for any and all purposes.

For the consideration above recited and the mutual covenants and conditions herein contained the parties further agree as follows: to allow temporary access to my property as described in Exhibit "A" for the construction of sidewalk and supporting improvements.

Following completion of work within the temporary construction license area described in Exhibit "A", if City has removed or damaged improvements, herbage, or landscaping within said license area or otherwise on Grantor's property, City shall at its expense restore properties injured by City's activities to the substantially the same condition as existed previous to City's entry upon the particular property.

This temporary construction license shall be in full force and effect at all times during the accomplishment and completion of the construction activities described above. Said temporary construction license shall terminate and the license land area shall revert to the Grantor, their heirs, and assigns, and all interest conveyed herein shall cease on the _____ day of _____, _____, or on the date of completion of construction of the sidewalk facility activities described above, whichever occurs first.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this ____ day of _____, _____.

_____, _____.

Acknowledgement

State of Texas
County of McLennan

This instrument was acknowledged before me on _____ by

_____.

Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of McLennan

This instrument was acknowledged before me on _____

by _____, _____

of _____, a _____

corporation, on behalf of said corporation.

Notary Public's Signature



Notification of Requirement for Utility Easement

January 17, 2022

McLennan County Junior College District
1400 College Drive
Waco, TX 76708

RE: 4317 N. 19th St.

Dear Property Owner:

This is to inform you that the City of Waco has received a grant through the Texas Department of Transportation's Transportation Alternatives Program. The grant will enable the City to provide you and your neighbor's sidewalks that provide a safer mode of active transportation as well as provide Americans with Disability Acts accessibility along North 19th St. from Powell Dr. to Park Lake Dr.

In order to provide you with these improvements, we will need to obtain a utility easement. As this is a public improvement project that will benefit the health and safety of local residents, consent to the utility easement will be necessary.

Please contact Jordan Everhart with MRB Group to discuss the project and what will be needed. His contact information is (254) 800-2748 or jordan.everhart@mrbgroupp.com.

Please contact Teresa Bryant at (254) 750-6613 or TeresaB@wacotx.gov at the City of Waco to discuss this process if you have any questions.

Sincerely,



Solomon Thomas, P.E.
North 19th Street Project Engineer

**Perpetual Utility Easement Agreement
With the City of Waco, Texas
With Temporary Construction Easement**

Date: _____, 2022

Grantor: McLennan County Junior College District
Grantor's Mailing Address: 1400 College Drive
[include county] Waco, McLennan County, Texas 76708

Grantee: City of Waco, Texas, a municipal corporation
Grantee's Mailing Address: P.O. Box 2570
[include county] Waco, McLennan County, Texas 76702-2570

Easement Duration: The duration of the Easement is perpetual, until all of said utilities shall be abandoned. If abandoned, said easement shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's successors or assigns.

Easement Purpose: A 2-foot perpetual utility easement as shown in Exhibit A, together with the right of ingress and egress along and upon said easement in order to construct, reconstruct, remove, relocate, and maintain meter boxes and the water service lines connected therein, to be constructed in, under, over, on, and across the Utility Easement Property.

Consideration: For good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Permitted Encumbrances: Any easements, liens, encumbrances, and other matters not subordinated to the Easement Property and of record in the Real Property Records of the McLennan County, Texas, that are valid, existing, and affect the Easement Property as of the Date the Easement is executed.

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement in, over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors,

and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement.

Grantor covenants that it is the owner of the above-described land and that said land is free and clear from all encumbrances and liens. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, subject to the Permitted Encumbrances.

Grantor shall not install or permit the installation of any fence, wall, structure (above or below ground) or landscaping that would hinder the operation of the sidewalk or in any way impair the Grantee's right of access pursuant to this Easement. Grantee shall have the right to prevent excavation within the Easement Property; the right to prevent construction of any and all fences, walls, structures, landscaping, or other obstructions which in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said sidewalk; and the right to trim or remove trees or shrubbery within, but not limited to, said Easement Property, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the construction, maintenance, inspection, operation, protection, use, repair, alteration, replacement, upgrading, relocation, or removal of the said sidewalk, or to remove possible hazard thereto.

Grantor shall not make changes in grade, elevation, or contour of the land within the easement area as described above without prior written consent of Grantee.

Temporary Construction Easement: Grantor further grants to Grantee a Temporary Construction Easement in, on, over, under, along, through, and across all of Grantor's property located within the property further described and shown on the survey plat/drawing attached as Exhibit A, for all of the purposes described in the above Perpetual Easement, and including ingress, egress, and storing materials on said Temporary Construction Easement tract, during and throughout the period of construction of the utility. The Temporary Construction Easement will become effective upon execution of this document and will terminate no later than ninety (90) days after completion of the sidewalk. The termination of the Temporary Construction Easement shall not, in any way, cancel, terminate, reduce, or diminish the Perpetual Easement granted above.

This Perpetual Easement to the City of Waco (with Temporary Construction Easement) is subject to any reservation, exception, or conveyance in the prior chain of title, of the oil,

gas, or minerals in, on, or under the premises, and to any easements, exceptions, restrictions, and reservations of record pertaining to such premises.

Grantee agrees to record this document in the public records of McLennan County, Texas, and supply Grantor with a copy of the recorded Perpetual Easement to the City of Waco (with Temporary Construction Easement) Easement within forty-five (45) days after execution of this Perpetual Easement to the City of Waco (with Temporary Construction Easement).

GRANTOR:

(Type in Grantor's name here)

signature

Print Name: _____

Title: _____

Date Signed: _____

ACKNOWLEDGMENT (individual)

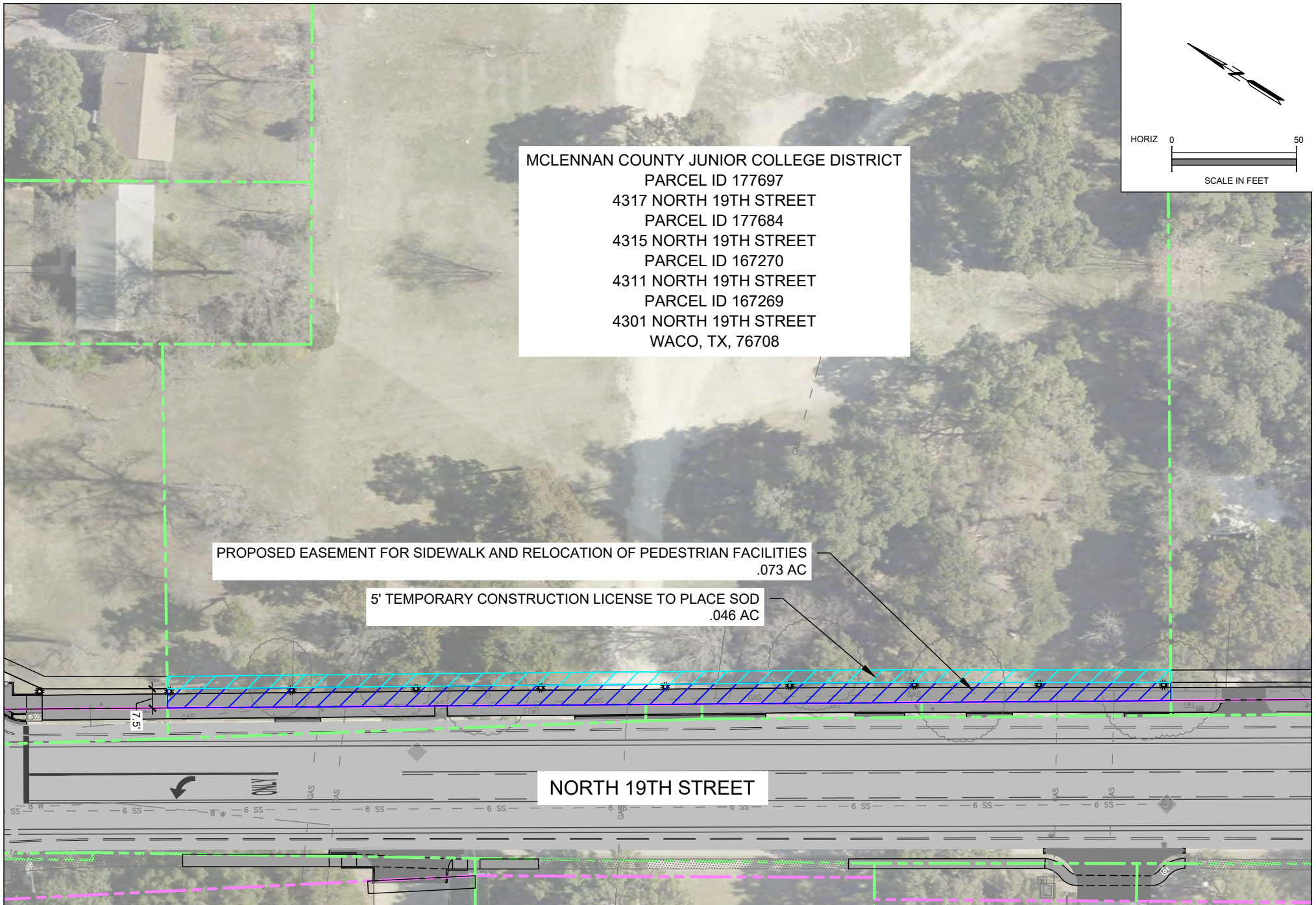
THE STATE OF TEXAS §

COUNTY OF McLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared (*insert name of Grantor*) _____, known to me to be the person whose name is subscribed to the forgoing instrument, and acknowledged to me that he/she executed the same for purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, the _____ day of _____, 2022.

Notary Public, State of Texas



303 West Calhoun Avenue, Temple Texas 76501 Phone: (254) 771-2054
400 South Austin Avenue, Suite 104, Waco, Texas 76701 Phone: (254) 756-1610
TBPE Firm Number: F-10615
www.mrbgroup texas.com

PROPOSED RIGHT OF WAY ACQUISITION
CITY OF WACO
CEDAR RIDGE TRAIL TA PROJECT
"EXHIBIT A" SITE #8 - #11
January 19, 2022





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.



Notification of Voluntary Acquisition

January 17, 2022

McLennan County Junior College District
1400 College Dr.
Waco, TX 76708

RE: 4315 N. 19th St.

Dear Property Owner:

This is to inform you that the City of Waco has received a grant through the Texas Department of Transportation's Transportation Alternatives Program. The grant will enable the City to provide you and your neighbor's sidewalks that provide a safer mode of active transportation as well as provide Americans with Disability Acts accessibility along North 19th Street from Powell Dr. to Park Lake Dr.

In order to provide you with these improvements, we will need to obtain an easement along the side of your property to construct the sidewalk. All sales or donations of the easement will be on a voluntary basis. If mutually acceptable terms and conditions of such acquisition cannot be reached, the City will not exercise its power of eminent domain and will not take further action to acquire such property. As this is a public improvement project that will benefit the health and safety of local residents, the donation of an easement would be appreciated.

Please contact Jordan Everhart with MRB Group to discuss the project and what will be needed. His contact information is (254) 800-2748 or jordan.everhart@mrbgroupp.com.

Please contact Teresa Bryant at (254) 750-6613 or TeresaB@wacotx.gov at the City of Waco to discuss this process if you have any questions.

Sincerely,



Solomon Thomas, P.E.
North 19th Street Project Engineer

**PERPETUAL SIDEWALK EASEMENT TO THE
CITY OF WACO, TEXAS**

Date: _____

Grantor: **McLennan County Junior College District**
Grantor's Mailing Address: **1400 College Dr.**
[include county] **Waco, McLennan County, TX 76708**

Grantee: City of Waco, Texas, a municipal corporation
Grantee's Mailing Address: P.O. Box 2570
[include county] Waco, McLennan County, Texas 76702-2570

THE STATE OF TEXAS §

COUNTY OF McLENNAN §

THAT, Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto the Grantee, a Perpetual Sidewalk Easement for the construction, operation, maintenance, replacement, upgrade, and repair of a public sidewalk structure upon and across Grantor's property described in Exhibit "A" attached hereto and incorporated herein by this reference, for the purposes for which the perpetual easement is granted.

The Perpetual Sidewalk Easement ("Perpetual Easement") described in Exhibit "A" and granted herein shall be perpetual and constitute a covenant running with the land.

TO HAVE AND TO HOLD the rights and interests herein described perpetually unto Grantee, its successors and assigns forever, together with the right and privilege at any and all times to enter the Easement Tract, or any part thereof, for the purpose of construction, operation, maintenance, repair, replacement and/or upgrade of sidewalks within said Easement, and for access, ingress, and egress over the Easement for public sidewalk purposes. Grantor does hereby bind itself, its successors and assigns to warrant and forever defend the title to Permanent Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Permanent Easement or any part of the Permanent Easement.

Grantee shall be responsible for maintenance of all sidewalks within the Easement at such time that the sidewalks are completed and have been accepted for maintenance by the City of Waco, Texas.

Grantor warrants to the Grantee, its successors and assigns that Grantor has fee simple title to the above-described property and the unlimited right, power, and authority to grant the Easement described herein and to render the above-described property subject thereto. Grantor agrees to donate the property described in Exhibit "A" and releases the City of Waco from the obligation of obtaining an appraisal to determine Just Compensation for the Real Property.

The Easement granted herein shall be binding upon Grantor and Grantor's heirs, successors, and assigns and shall inure to the benefit of the Grantee, its successors, and assigns.

EXECUTED this _____ day of _____, 2022.

GRANTOR:

By: _____
(Insert typed grantor's name here)

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2022,
by _____.

Notary Public, State of Texas

After recording return to:
City Secretary's Office
P.O. Box 2570
Waco, Texas 76702-2570



Notification of Requirement for Temporary Construction License

January 17, 2022

McLennan County Junior College
1400 College Drive
Waco, TX 76708

RE: 4315 N. 19th Street

Dear Property Owner:

This is to inform you that the City of Waco has received a grant through the Texas Department of Transportation's Transportation Alternatives Program. The grant will enable the City to provide you and your neighbor's sidewalks that provide a safer mode of active transportation as well as provide Americans with Disability Acts accessibility along North 19th Street from Powell Drive. to Park Lake Drive.

In order to provide you with these improvements we will need to obtain a Temporary Construction License Agreement. As this is a public improvement project that will benefit the health and safety of local residents, consent to the temporary construction license will be necessary.

Please contact Jordan Everhart with MRB Group to discuss the project and what will be needed. His contact information is (254) 800-2748 or jordan.everhart@mrbgroupp.com.

Please contact Teresa Bryant at (254) 750-6613 or TeresaB@wacotx.gov at the City of Waco to discuss this process if you have any questions.

Sincerely,



Solomon Thomas, P.E.
North 19th Street Project Engineer



TEMPORARY CONSTRUCTION LICENSE

KNOW ALL MEN BY THESE PRESENTS:

That McLennan County Junior College District referred to as, "Grantor", does hereby grant to The City of Waco, Texas, its agents, contractors, successors and assigns, hereinafter referred to as "City", a temporary construction license for the purpose of construction of sidewalks in, along, upon and across the property located in the County of McLennan, State of Texas, more fully described in Exhibit "A" attached hereto and made a part hereof for any and all purposes.

For the consideration above recited and the mutual covenants and conditions herein contained the parties further agree as follows: to allow temporary access to my property as described in Exhibit "A" for the construction of sidewalk and supporting improvements.

Following completion of work within the temporary construction license area described in Exhibit "A", if City has removed or damaged improvements, herbage, or landscaping within said license area or otherwise on Grantor's property, City shall at its expense restore properties injured by City's activities to the substantially the same condition as existed previous to City's entry upon the particular property.

This temporary construction license shall be in full force and effect at all times during the accomplishment and completion of the construction activities described above. Said temporary construction license shall terminate and the license land area shall revert to the Grantor, their heirs, and assigns, and all interest conveyed herein shall cease on the _____ day of _____, _____, or on the date of completion of construction of the sidewalk facility activities described above, whichever occurs first.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this ____ day of _____, _____.

_____, _____.

Acknowledgement

State of Texas
County of McLennan

This instrument was acknowledged before me on _____ by

_____.

Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of McLennan

This instrument was acknowledged before me on _____

by _____, _____

of _____, a _____

corporation, on behalf of said corporation.

Notary Public's Signature



Notification of Requirement for Utility Easement

January 17, 2022

McLennan County Junior College District
1400 College Drive
Waco, TX 76708

RE: 4315 N. 19th St.

Dear Property Owner:

This is to inform you that the City of Waco has received a grant through the Texas Department of Transportation's Transportation Alternatives Program. The grant will enable the City to provide you and your neighbor's sidewalks that provide a safer mode of active transportation as well as provide Americans with Disability Acts accessibility along North 19th St. from Powell Dr. to Park Lake Dr.

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Please contact Teresa Bryant at (254) 750-6613 or TeresaB@wacotx.gov at the City of Waco to discuss this process if you have any questions.

Sincerely,

Solomon Thomas, P.E.
North 19th Street Project Engineer

**Perpetual Utility Easement Agreement
With the City of Waco, Texas
With Temporary Construction Easement**

Date: _____, 2022

Grantor: McLennan County Junior College District
Grantor's Mailing Address: 1400 College Drive
[include county] Waco, McLennan County, Texas 76708

Grantee: City of Waco, Texas, a municipal corporation
Grantee's Mailing Address: P.O. Box 2570
[include county] Waco, McLennan County, Texas 76702-2570

Easement Duration: The duration of the Easement is perpetual, until all of said utilities shall be abandoned. If abandoned, said easement shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's successors or assigns.

Easement Purpose: A 2-foot perpetual utility easement as shown in Exhibit A, together with the right of ingress and egress along and upon said easement in order to construct, reconstruct, remove, relocate, and maintain meter boxes and the water service lines connected therein, to be constructed in, under, over, on, and across the Utility Easement Property.

Consideration: For good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Permitted Encumbrances: Any easements, liens, encumbrances, and other matters not subordinated to the Easement Property and of record in the Real Property Records of the McLennan County, Texas, that are valid, existing, and affect the Easement Property as of the Date the Easement is executed.

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement in, over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors,

and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement.

Grantor covenants that it is the owner of the above-described land and that said land is free and clear from all encumbrances and liens. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, subject to the Permitted Encumbrances.

Grantor shall not install or permit the installation of any fence, wall, structure (above or below ground) or landscaping that would hinder the operation of the sidewalk or in any way impair the Grantee's right of access pursuant to this Easement. Grantee shall have the right to prevent excavation within the Easement Property; the right to prevent construction of any and all fences, walls, structures, landscaping, or other obstructions which in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said sidewalk; and the right to trim or remove trees or shrubbery within, but not limited to, said Easement Property, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the construction, maintenance, inspection, operation, protection, use, repair, alteration, replacement, upgrading, relocation, or removal of the said sidewalk, or to remove possible hazard thereto.

Grantor shall not make changes in grade, elevation, or contour of the land within the easement area as described above without prior written consent of Grantee.

Temporary Construction Easement: Grantor further grants to Grantee a Temporary Construction Easement in, on, over, under, along, through, and across all of Grantor's property located within the property further described and shown on the survey plat/drawing attached as Exhibit A, for all of the purposes described in the above Perpetual Easement, and including ingress, egress, and storing materials on said Temporary Construction Easement tract, during and throughout the period of construction of the utility. The Temporary Construction Easement will become effective upon execution of this document and will terminate no later than ninety (90) days after completion of the sidewalk. The termination of the Temporary Construction Easement shall not, in any way, cancel, terminate, reduce, or diminish the Perpetual Easement granted above.

This Perpetual Easement to the City of Waco (with Temporary Construction Easement) is subject to any reservation, exception, or conveyance in the prior chain of title, of the oil,

gas, or minerals in, on, or under the premises, and to any easements, exceptions, restrictions, and reservations of record pertaining to such premises.

Grantee agrees to record this document in the public records of McLennan County, Texas, and supply Grantor with a copy of the recorded Perpetual Easement to the City of Waco (with Temporary Construction Easement) Easement within forty-five (45) days after execution of this Perpetual Easement to the City of Waco (with Temporary Construction Easement).

GRANTOR:

(Type in Grantor's name here)

signature

Print Name: _____

Title: _____

Date Signed: _____

ACKNOWLEDGMENT (individual)

THE STATE OF TEXAS §

COUNTY OF McLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared (*insert name of Grantor*) _____, known to me to be the person whose name is subscribed to the forgoing instrument, and acknowledged to me that he/she executed the same for purposes and considerations therein expressed, and in the capacity therein stated.





GIVEN under my hand and seal of office, the _____ day of _____, 2022.

Notary Public, State of Texas

5' TEMPORARY CONSTRUCTION LICENSE TO PLACE SOD
.046 AC

7.5'

LEGEND

	PROPOSED SIDEWALK EASEMENT
	TEMPORARY CONSTRUCTION LICENSE
	RIGHT OF WAY
	PARCEL LINE





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.



Notification of Voluntary Acquisition

January 17, 2022

McLennan County Junior College District
1400 College Dr.
Waco, TX 76708

RE: 4311 N. 19th St.

Dear Property Owner:

This is to inform you that the City of Waco has received a grant through the Texas Department of Transportation's Transportation Alternatives Program. The grant will enable the City to provide you and your neighbor's sidewalks that provide a safer mode of active transportation as well as provide Americans with Disability Acts accessibility along North 19th Street from Powell Dr. to Park Lake Dr.

In order to provide you with these improvements, we will need to obtain an easement along the side of your property to construct the sidewalk. All sales or donations of the easement will be on a voluntary basis. If mutually acceptable terms and conditions of such acquisition cannot be reached, the City will not exercise its power of eminent domain and will not take further action to acquire such property. As this is a public improvement project that will benefit the health and safety of local residents, the donation of an easement would be appreciated.

Please contact Jordan Everhart with MRB Group to discuss the project and what will be needed. His contact information is (254) 800-2748 or jordan.everhart@mrbgroupp.com.

Please contact Teresa Bryant at (254) 750-6613 or TeresaB@wacotx.gov at the City of Waco to discuss this process if you have any questions.

Sincerely,



Solomon Thomas, P.E.
North 19th Street Project Engineer

**PERPETUAL SIDEWALK EASEMENT TO THE
CITY OF WACO, TEXAS**

Date: _____

Grantor: **McLennan County Junior College District**
Grantor's Mailing Address: **1400 College Dr.**
[include county] **Waco, McLennan County, TX 76708**

Grantee: City of Waco, Texas, a municipal corporation
Grantee's Mailing Address: P.O. Box 2570
[include county] Waco, McLennan County, Texas 76702-2570

THE STATE OF TEXAS §

COUNTY OF McLENNAN §

THAT, Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto the Grantee, a Perpetual Sidewalk Easement for the construction, operation, maintenance, replacement, upgrade, and repair of a public sidewalk structure upon and across Grantor's property described in Exhibit "A" attached hereto and incorporated herein by this reference, for the purposes for which the perpetual easement is granted.

The Perpetual Sidewalk Easement ("Perpetual Easement") described in Exhibit "A" and granted herein shall be perpetual and constitute a covenant running with the land.

TO HAVE AND TO HOLD the rights and interests herein described perpetually unto Grantee, its successors and assigns forever, together with the right and privilege at any and all times to enter the Easement Tract, or any part thereof, for the purpose of construction, operation, maintenance, repair, replacement and/or upgrade of sidewalks within said Easement, and for access, ingress, and egress over the Easement for public sidewalk purposes. Grantor does hereby bind itself, its successors and assigns to warrant and forever defend the title to Permanent Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Permanent Easement or any part of the Permanent Easement.

Grantee shall be responsible for maintenance of all sidewalks within the Easement at such time that the sidewalks are completed and have been accepted for maintenance by the City of Waco, Texas.

Grantor warrants to the Grantee, its successors and assigns that Grantor has fee simple title to the above-described property and the unlimited right, power, and authority to grant the Easement described herein and to render the above-described property subject thereto. Grantor agrees to donate the property described in Exhibit "A" and releases the City of Waco from the obligation of obtaining an appraisal to determine Just Compensation for the Real Property.

The Easement granted herein shall be binding upon Grantor and Grantor's heirs, successors, and assigns and shall inure to the benefit of the Grantee, its successors, and assigns.

EXECUTED this _____ day of _____, 2022.

GRANTOR:

By: _____
(Insert typed grantor's name here)

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2022,
by _____.

Notary Public, State of Texas

After recording return to:
City Secretary's Office
P.O. Box 2570
Waco, Texas 76702-2570



Notification of Requirement for Temporary Construction License

January 17, 2022

McLennan County Junior College
1400 College Drive
Waco, TX 76708

RE: 4311 N. 19th Street

Dear Property Owner:

This is to inform you that the City of Waco has received a grant through the Texas Department of Transportation's Transportation Alternatives Program. The grant will enable the City to provide you and your neighbor's sidewalks that provide a safer mode of active transportation as well as provide Americans with Disability Acts accessibility along North 19th Street from Powell Drive. to Park Lake Drive.

In order to provide you with these improvements we will need to obtain a Temporary Construction License Agreement. As this is a public improvement project that will benefit the health and safety of local residents, consent to the temporary construction license will be necessary.

Please contact Jordan Everhart with MRB Group to discuss the project and what will be needed. His contact information is (254) 800-2748 or jordan.everhart@mrbgroupp.com.

Please contact Teresa Bryant at (254) 750-6613 or TeresaB@wacotx.gov at the City of Waco to discuss this process if you have any questions.

Sincerely,

Solomon Thomas, P.E.
North 19th Street Project Engineer



TEMPORARY CONSTRUCTION LICENSE

KNOW ALL MEN BY THESE PRESENTS:

That McLennan County Junior College District referred to as, "Grantor", does hereby grant to The City of Waco, Texas, its agents, contractors, successors and assigns, hereinafter referred to as "City", a temporary construction license for the purpose of construction of sidewalks in, along, upon and across the property located in the County of McLennan, State of Texas, more fully described in Exhibit "A" attached hereto and made a part hereof for any and all purposes.

For the consideration above recited and the mutual covenants and conditions herein contained the parties further agree as follows: to allow temporary access to my property as described in Exhibit "A" for the construction of sidewalk and supporting improvements.

Following completion of work within the temporary construction license area described in Exhibit "A", if City has removed or damaged improvements, herbage, or landscaping within said license area or otherwise on Grantor's property, City shall at its expense restore properties injured by City's activities to the substantially the same condition as existed previous to City's entry upon the particular property.

This temporary construction license shall be in full force and effect at all times during the accomplishment and completion of the construction activities described above. Said temporary construction license shall terminate and the license land area shall revert to the Grantor, their heirs, and assigns, and all interest conveyed herein shall cease on the _____ day of _____, _____, or on the date of completion of construction of the sidewalk facility activities described above, whichever occurs first.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this ____ day of _____,

_____, _____.

Acknowledgement

State of Texas
County of McLennan

This instrument was acknowledged before me on _____ by

_____.

Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of McLennan

This instrument was acknowledged before me on _____

by _____, _____

of _____, a _____

corporation, on behalf of said corporation.

Notary Public's Signature



Notification of Requirement for Utility Easement

January 17, 2022

McLennan County Junior College District
1400 College Drive
Waco, TX 76708

RE: 4311 N. 19th St.

Dear Property Owner:

This is to inform you that the City of Waco has received a grant through the Texas Department of Transportation's Transportation Alternatives Program. The grant will enable the City to provide you and your neighbor's sidewalks that provide a safer mode of active transportation as well as provide Americans with Disability Acts accessibility along North 19th St. from Powell Dr. to Park Lake Dr.

In order to provide you with these improvements, we will need to obtain a utility easement. As this is a public improvement project that will benefit the health and safety of local residents, consent to the utility easement will be necessary.

Please contact Jordan Everhart with MRB Group to discuss the project and what will be needed. His contact information is (254) 800-2748 or jordan.everhart@mrbgroupp.com.

Please contact Teresa Bryant (254) 750-6613 or TeresaB@wacotx.gov at the City of Waco to discuss this process if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Solomon Thomas, P.E.', with a stylized flourish at the end.

Solomon Thomas, P.E.
North 19th Street Project Engineer

**Perpetual Utility Easement Agreement
With the City of Waco, Texas
With Temporary Construction Easement**

Date: _____, 2022

Grantor: McLennan County Junior College District
Grantor's Mailing Address: 1400 College Drive
[include county] Waco, McLennan County, Waco 76708

Grantee: City of Waco, Texas, a municipal corporation
Grantee's Mailing Address: P.O. Box 2570
[include county] Waco, McLennan County, Texas 76702-2570

Easement Duration: The duration of the Easement is perpetual, until all of said utilities shall be abandoned. If abandoned, said easement shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's successors or assigns.

Easement Purpose: A 2-foot perpetual utility easement as shown in Exhibit A, together with the right of ingress and egress along and upon said easement in order to construct, reconstruct, remove, relocate, and maintain meter boxes and the water service lines connected therein, to be constructed in, under, over, on, and across the Utility Easement Property.

Consideration: For good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Permitted Encumbrances: Any easements, liens, encumbrances, and other matters not subordinated to the Easement Property and of record in the Real Property Records of the McLennan County, Texas, that are valid, existing, and affect the Easement Property as of the Date the Easement is executed.

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement in, over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors,

and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement.

Grantor covenants that it is the owner of the above-described land and that said land is free and clear from all encumbrances and liens. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, subject to the Permitted Encumbrances.

Grantor shall not install or permit the installation of any fence, wall, structure (above or below ground) or landscaping that would hinder the operation of the sidewalk or in any way impair the Grantee's right of access pursuant to this Easement. Grantee shall have the right to prevent excavation within the Easement Property; the right to prevent construction of any and all fences, walls, structures, landscaping, or other obstructions which in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said sidewalk; and the right to trim or remove trees or shrubbery within, but not limited to, said Easement Property, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the construction, maintenance, inspection, operation, protection, use, repair, alteration, replacement, upgrading, relocation, or removal of the said sidewalk, or to remove possible hazard thereto.

Grantor shall not make changes in grade, elevation, or contour of the land within the easement area as described above without prior written consent of Grantee.

Temporary Construction Easement: Grantor further grants to Grantee a Temporary Construction Easement in, on, over, under, along, through, and across all of Grantor's property located within the property further described and shown on the survey plat/drawing attached as Exhibit A, for all of the purposes described in the above Perpetual Easement, and including ingress, egress, and storing materials on said Temporary Construction Easement tract, during and throughout the period of construction of the utility. The Temporary Construction Easement will become effective upon execution of this document and will terminate no later than ninety (90) days after completion of the sidewalk. The termination of the Temporary Construction Easement shall not, in any way, cancel, terminate, reduce, or diminish the Perpetual Easement granted above.

This Perpetual Easement to the City of Waco (with Temporary Construction Easement) is subject to any reservation, exception, or conveyance in the prior chain of title, of the oil,

gas, or minerals in, on, or under the premises, and to any easements, exceptions, restrictions, and reservations of record pertaining to such premises.

Grantee agrees to record this document in the public records of McLennan County, Texas, and supply Grantor with a copy of the recorded Perpetual Easement to the City of Waco (with Temporary Construction Easement) Easement within forty-five (45) days after execution of this Perpetual Easement to the City of Waco (with Temporary Construction Easement).

GRANTOR:

(Type in Grantor's name here)

signature

Print Name: _____

Title: _____

Date Signed: _____

ACKNOWLEDGMENT (individual)

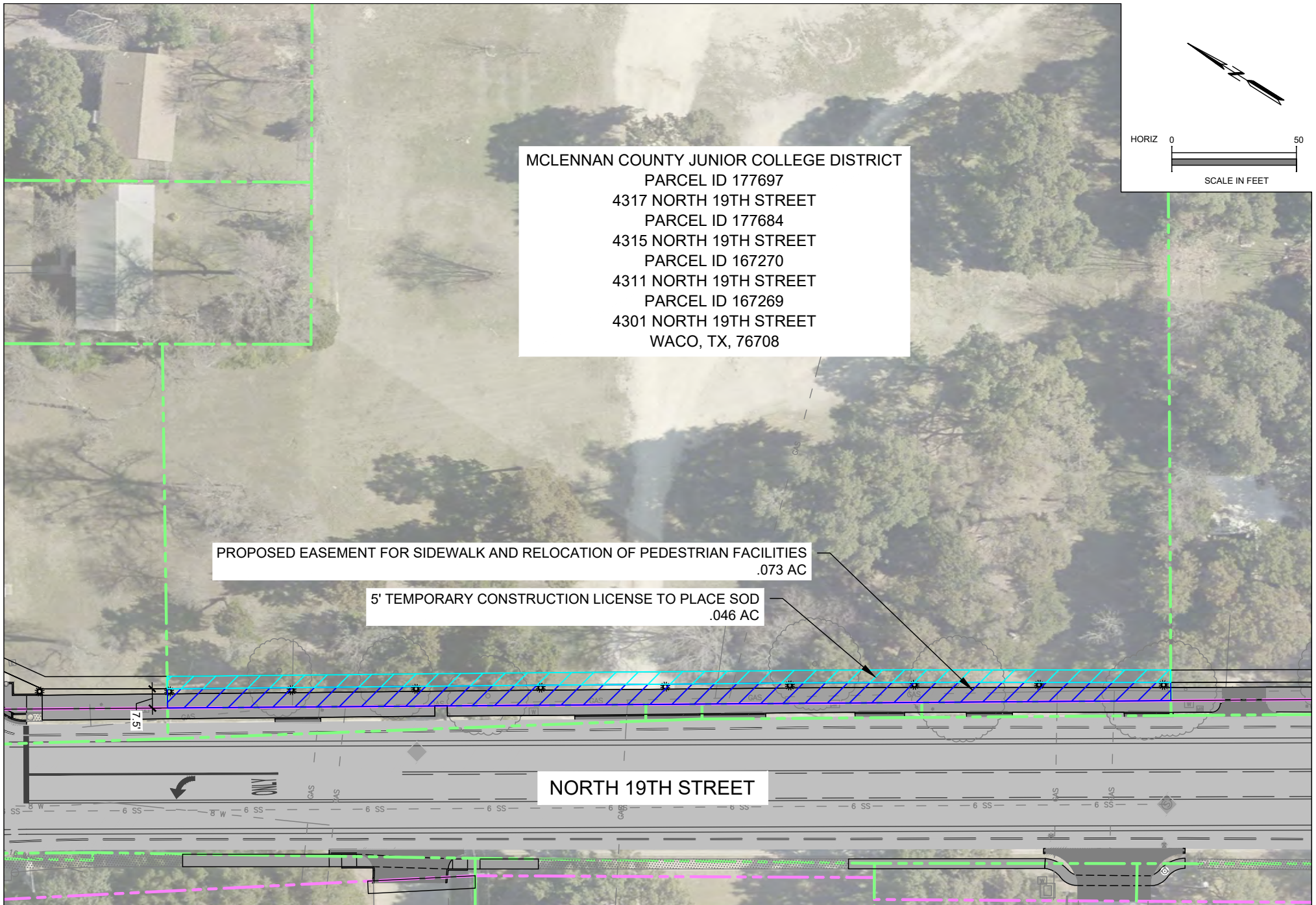
THE STATE OF TEXAS §

COUNTY OF McLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared (*insert name of Grantor*) _____, known to me to be the person whose name is subscribed to the forgoing instrument, and acknowledged to me that he/she executed the same for purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, the _____ day of _____, 2022.

Notary Public, State of Texas



303 West Calhoun Avenue, Temple Texas 76501 Phone: (254) 771-2054
400 South Austin Avenue, Suite 104, Waco, Texas 76701 Phone: (254) 756-1610
TBPE Firm Number: F-10615
www.mrbgroup texas.com

PROPOSED RIGHT OF WAY ACQUISITION
CITY OF WACO
CEDAR RIDGE TRAIL TA PROJECT
"EXHIBIT A" SITE #8 - #11
January 19, 2022

LEGEND
PROPOSED SIDEWALK EASEMENT
TEMPORARY CONSTRUCTION LICENSE
RIGHT OF WAY
PARCEL LINE





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.



Notification of Voluntary Acquisition

January 17, 2022

McLennan County Junior College District
1400 College Dr.
Waco, TX 76708

RE: 4301 N. 19th St.

Dear Property Owner:

This is to inform you that the City of Waco has received a grant through the Texas Department of Transportation's Transportation Alternatives Program. The grant will enable the City to provide you and your neighbor's sidewalks that provide a safer mode of active transportation as well as provide Americans with Disability Acts accessibility along North 19th Street from Powell Dr. to Park Lake Dr.

In order to provide you with these improvements, we will need to obtain an easement along the side of your property to construct the sidewalk. All sales or donations of the easement will be on a voluntary basis. If mutually acceptable terms and conditions of such acquisition cannot be reached, the City will not exercise its power of eminent domain and will not take further action to acquire such property. As this is a public improvement project that will benefit the health and safety of local residents, the donation of an easement would be appreciated.

Please contact Jordan Everhart with MRB Group to discuss the project and what will be needed. His contact information is (254) 800-2748 or jordan.everhart@mrbgroupp.com.

Please contact Teresa Bryant at (254) 750-6613 or TeresaB@wacotx.gov at the City of Waco to discuss this process if you have any questions.

Sincerely,



Solomon Thomas, P.E.
North 19th Street Project Engineer

**PERPETUAL SIDEWALK EASEMENT TO THE
CITY OF WACO, TEXAS**

Date: _____

Grantor:	McLennan County Junior College District
Grantor's Mailing Address:	1400 College Dr.
[include county]	Waco, McLennan County, TX 76708

Grantee:	City of Waco, Texas, a municipal corporation
Grantee's Mailing Address:	P.O. Box 2570
[include county]	Waco, McLennan County, Texas 76702-2570

THE STATE OF TEXAS §

COUNTY OF McLENNAN §

THAT, Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto the Grantee, a Perpetual Sidewalk Easement for the construction, operation, maintenance, replacement, upgrade, and repair of a public sidewalk structure upon and across Grantor's property described in Exhibit "A" attached hereto and incorporated herein by this reference, for the purposes for which the perpetual easement is granted.

The Perpetual Sidewalk Easement ("Perpetual Easement") described in Exhibit "A" and granted herein shall be perpetual and constitute a covenant running with the land.

TO HAVE AND TO HOLD the rights and interests herein described perpetually unto Grantee, its successors and assigns forever, together with the right and privilege at any and all times to enter the Easement Tract, or any part thereof, for the purpose of construction, operation, maintenance, repair, replacement and/or upgrade of sidewalks within said Easement, and for access, ingress, and egress over the Easement for public sidewalk purposes. Grantor does hereby bind itself, its successors and assigns to warrant and forever defend the title to Permanent Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Permanent Easement or any part of the Permanent Easement.

Grantee shall be responsible for maintenance of all sidewalks within the Easement at such time that the sidewalks are completed and have been accepted for maintenance by the City of Waco, Texas.

Grantor warrants to the Grantee, its successors and assigns that Grantor has fee simple title to the above-described property and the unlimited right, power, and authority to grant the Easement described herein and to render the above-described property subject thereto. Grantor agrees to donate the property described in Exhibit "A" and releases the City of Waco from the obligation of obtaining an appraisal to determine Just Compensation for the Real Property.

The Easement granted herein shall be binding upon Grantor and Grantor's heirs, successors, and assigns and shall inure to the benefit of the Grantee, its successors, and assigns.

EXECUTED this _____ day of _____, 2022.

GRANTOR:

By: _____
(Insert typed grantor's name here)

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2022,
by _____.

Notary Public, State of Texas

After recording return to:
City Secretary's Office
P.O. Box 2570
Waco, Texas 76702-2570



Notification of Requirement for Temporary Construction License

January 17, 2022

McLennan County Junior College
1400 College Drive
Waco, TX 76708

RE: 4301 N. 19th Street

Dear Property Owner:

This is to inform you that the City of Waco has received a grant through the Texas Department of Transportation's Transportation Alternatives Program. The grant will enable the City to provide you and your neighbor's sidewalks that provide a safer mode of active transportation as well as provide Americans with Disability Acts accessibility along North 19th Street from Powell Drive. to Park Lake Drive.

In order to provide you with these improvements we will need to obtain a Temporary Construction License Agreement. As this is a public improvement project that will benefit the health and safety of local residents, consent to the temporary construction license will be necessary.

Please contact Jordan Everhart with MRB Group to discuss the project and what will be needed. His contact information is (254) 800-2748 or jordan.everhart@mrbgroupp.com.

Please contact Teresa Bryant at (254) 750-6613 or TeresaB@wacotx.gov at the City of Waco to discuss this process if you have any questions.

Sincerely,



Solomon Thomas, P.E.
North 19th Street Project Engineer



TEMPORARY CONSTRUCTION LICENSE

KNOW ALL MEN BY THESE PRESENTS:

That McLennan County Junior College District referred to as, "Grantor", does hereby grant to The City of Waco, Texas, its agents, contractors, successors and assigns, hereinafter referred to as "City", a temporary construction license for the purpose of construction of sidewalks in, along, upon and across the property located in the County of McLennan, State of Texas, more fully described in Exhibit "A" attached hereto and made a part hereof for any and all purposes.

For the consideration above recited and the mutual covenants and conditions herein contained the parties further agree as follows: to allow temporary access to my property as described in Exhibit "A" for the construction of sidewalk and supporting improvements.

Following completion of work within the temporary construction license area described in Exhibit "A", if City has removed or damaged improvements, herbage, or landscaping within said license area or otherwise on Grantor's property, City shall at its expense restore properties injured by City's activities to the substantially the same condition as existed previous to City's entry upon the particular property.

This temporary construction license shall be in full force and effect at all times during the accomplishment and completion of the construction activities described above. Said temporary construction license shall terminate and the license land area shall revert to the Grantor, their heirs, and assigns, and all interest conveyed herein shall cease on the _____ day of _____, _____, or on the date of completion of construction of the sidewalk facility activities described above, whichever occurs first.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this ____ day of _____,

_____, _____.

Acknowledgement

State of Texas
County of McLennan

This instrument was acknowledged before me on _____ by

_____.

Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of McLennan

This instrument was acknowledged before me on _____

by _____, _____

of _____, a _____

corporation, on behalf of said corporation.

Notary Public's Signature



Notification of Requirement for Utility Easement

January 17, 2022

McLennan County Junior College District
1400 College Drive
Waco, TX 76708

RE: 4301 N. 19th St.

Dear Property Owner:

This is to inform you that the City of Waco has received a grant through the Texas Department of Transportation's Transportation Alternatives Program. The grant will enable the City to provide you and your neighbor's sidewalks that provide a safer mode of active transportation as well as provide Americans with Disability Acts accessibility along North 19th St. from Powell Dr. to Park Lake Dr.

In order to provide you with these improvements, we will need to obtain a utility easement. As this is a public improvement project that will benefit the health and safety of local residents, consent to the utility easement will be necessary.

Please contact Jordan Everhart with MRB Group to discuss the project and what will be needed. His contact information is (254) 800-2748 or jordan.everhart@mrbgroupp.com.

Please contact Teresa Bryant at (254) 750-6613 or TeresaB@wacotx.gov at the City of Waco to discuss this process if you have any questions.

Sincerely,



Solomon Thomas, P.E.
North 19th Street Project Engineer

**Perpetual Utility Easement Agreement
With the City of Waco, Texas
With Temporary Construction Easement**

Date: _____, 2022

Grantor: McLennan County Junior College District
Grantor's Mailing Address: 1400 College Drive
[include county] Waco, McLennan County, Waco 76708

Grantee: City of Waco, Texas, a municipal corporation
Grantee's Mailing Address: P.O. Box 2570
[include county] Waco, McLennan County, Texas 76702-2570

Easement Duration: The duration of the Easement is perpetual, until all of said utilities shall be abandoned. If abandoned, said easement shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's successors or assigns.

Easement Purpose: A 2-foot perpetual utility easement as shown in Exhibit A, together with the right of ingress and egress along and upon said easement in order to construct, reconstruct, remove, relocate, and maintain meter boxes and the water service lines connected therein, to be constructed in, under, over, on, and across the Utility Easement Property.

Consideration: For good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Permitted Encumbrances: Any easements, liens, encumbrances, and other matters not subordinated to the Easement Property and of record in the Real Property Records of the McLennan County, Texas, that are valid, existing, and affect the Easement Property as of the Date the Easement is executed.

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement in, over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors,

and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement.

Grantor covenants that it is the owner of the above-described land and that said land is free and clear from all encumbrances and liens. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, subject to the Permitted Encumbrances.

Grantor shall not install or permit the installation of any fence, wall, structure (above or below ground) or landscaping that would hinder the operation of the sidewalk or in any way impair the Grantee's right of access pursuant to this Easement. Grantee shall have the right to prevent excavation within the Easement Property; the right to prevent construction of any and all fences, walls, structures, landscaping, or other obstructions which in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said sidewalk; and the right to trim or remove trees or shrubbery within, but not limited to, said Easement Property, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the construction, maintenance, inspection, operation, protection, use, repair, alteration, replacement, upgrading, relocation, or removal of the said sidewalk, or to remove possible hazard thereto.

Grantor shall not make changes in grade, elevation, or contour of the land within the easement area as described above without prior written consent of Grantee.

Temporary Construction Easement: Grantor further grants to Grantee a Temporary Construction Easement in, on, over, under, along, through, and across all of Grantor's property located within the property further described and shown on the survey plat/drawing attached as Exhibit A, for all of the purposes described in the above Perpetual Easement, and including ingress, egress, and storing materials on said Temporary Construction Easement tract, during and throughout the period of construction of the utility. The Temporary Construction Easement will become effective upon execution of this document and will terminate no later than ninety (90) days after completion of the sidewalk. The termination of the Temporary Construction Easement shall not, in any way, cancel, terminate, reduce, or diminish the Perpetual Easement granted above.

This Perpetual Easement to the City of Waco (with Temporary Construction Easement) is subject to any reservation, exception, or conveyance in the prior chain of title, of the oil,

gas, or minerals in, on, or under the premises, and to any easements, exceptions, restrictions, and reservations of record pertaining to such premises.

Grantee agrees to record this document in the public records of McLennan County, Texas, and supply Grantor with a copy of the recorded Perpetual Easement to the City of Waco (with Temporary Construction Easement) Easement within forty-five (45) days after execution of this Perpetual Easement to the City of Waco (with Temporary Construction Easement).

GRANTOR:

(Type in Grantor's name here)

signature

Print Name: _____

Title: _____

Date Signed: _____

ACKNOWLEDGMENT (individual)

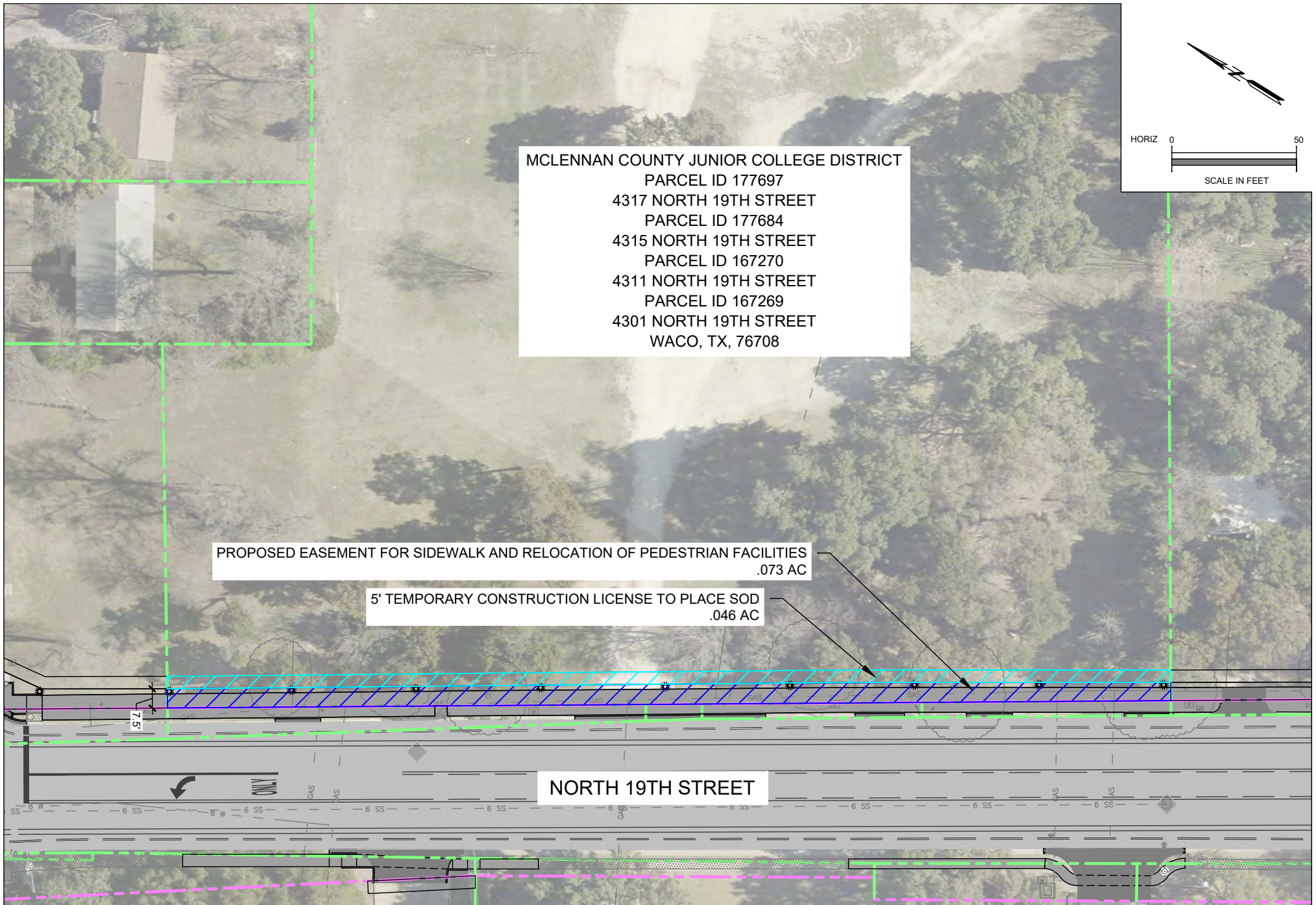
THE STATE OF TEXAS §

COUNTY OF McLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared (*insert name of Grantor*) _____, known to me to be the person whose name is subscribed to the forgoing instrument, and acknowledged to me that he/she executed the same for purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, the _____ day of _____, 2022.

Notary Public, State of Texas



303 West Calhoun Avenue, Temple Texas 76501 Phone: (254) 771-2054
400 South Austin Avenue, Suite 104, Waco, Texas 76701 Phone: (254) 756-1610
TBPE Firm Number: F-10615
www.mrbgrouptexas.com

PROPOSED RIGHT OF WAY ACQUISITION
CITY OF WACO
CEDAR RIDGE TRAIL TA PROJECT
"EXHIBIT A" SITE #8 - #11
January 19, 2022

LEGEND
PROPOSED SIDEWALK EASEMENT
TEMPORARY CONSTRUCTION LICENSE
RIGHT OF WAY
PARCEL LINE





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.

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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.