

Date: _____

City of League City
c/o John Baumgartner
300 W Walker Street
League City, Texas 77573-3837

TxC ROW Project ID: R00011658
TxC Parcel ID: P00090578.001 & P00090578.002 (324)
ROW CSJ: 3510-01-008
County: Galveston
Highway: SH99 Segment B-1
Location: IH45 to Brazoria County Line
District: Houston

Dear John Baumgartner:

Our negotiations for highway right of way across your property have progressed to the point that you have indicated a willingness to sign a deed in return for payment as agreed to in our previous discussions. It is thought to be in the best interests of both you and the Texas Department of Transportation to confirm this agreement in order to avoid any possible misunderstanding as to the details of the purchase or the process by which the Department will make payment.

Your property consists of 0.4438-acre (19,330 square feet) parcel of land located in the I. & G.N.R.R. Co. Survey, Abstract Number 596, Galveston County, Texas, located at the East line of Maple Leaf Drive, north of Muldoon Parkway. The right of way being purchased by the Texas Department of Transportation has been thoroughly explained. The payment of the amount of \$38,660.00 as herein agreed to will constitute full payment to be made by the Texas Department of Transportation for the property to be conveyed to the State.

The State and Owner(s) have agreed to the following provisions:

- Until payment is made by the State, title and possession of the property to be conveyed remain with you.
- You shall bear all risk of loss to any and all such property prior to such payment. Either you or the State shall have the right to terminate this agreement.
- After the date of payment of the purchase price, you will be reimbursed for any fair and reasonable incidental expenses necessarily incurred in transferring title to the property for use by the Texas Department of Transportation. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes and similar expenses incidental to conveying the real property to the Department and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the real property. Voluntary unnecessary expenses or expenses incurred in clearing questionable title will not be eligible for reimbursement. Eligible incidental expenses will be reimbursed upon submission of a claim supported by receipted bills or other evidence of actual expenses incurred.

You may file a written request for review if you believe that the Department failed to properly determine the eligibility for or the amount of incidental expenses to be reimbursed. There is no standard form on which to request a review of a claim; however, the claim must be filed with this office within six months after you are notified of the

Department's determination on any claim for reimbursement.

The payment of the amount herein stated and the terms provided constitute the only promises, consideration and conditions of this purchase; and, no other promises, consideration or conditions have been signified or implied, save and except any benefits which may accrue to you under the State's Relocation Assistance Program and the mutual benefits to be derived by you and the Texas Department of Transportation from the signing of this agreement.

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

It is suggested that you carefully review the proposed deed and satisfy yourself (-selves) as to its (their) provisions. With your signing of this agreement and execution of the deed, the State will proceed with the issuance of a State warrant, which will be made out jointly to you and to Charter Title Company, agent for Texas Department of Transportation. This company has been designated as the State's closing agent and is responsible to see that the Texas Department of Transportation obtains clear title. They will not endorse the warrant and make payment until clear title is secured. At the same time, you have the right not to endorse the warrant and accept payment until you are fully satisfied on all details of the transaction.

City Infrastructure Preservation and Relocation

The State acknowledges the existence of city-owned drainage infrastructure located on, within, or serving the Property ("City Infrastructure").

The State agrees that its acquisition, design, or construction activities shall not impair the functionality or service continuity of the City Infrastructure. If any such facilities are impacted, the State shall provide for necessary adjustment, relocation, or reconstruction in coordination with the City and in compliance with applicable City standards.

The State shall treat all relocation work as a construction item under 43 TAC § 15.54(e), at no cost to the City.

The parties acknowledge that City Infrastructure supports essential public services and agree that timely relocation is critical to maintaining those services and project delivery.

The parties expressly agree that the obligations set forth in this Section 15 shall survive the expiration, termination, or satisfaction of this Agreement and shall continue in full force and effect following the conveyance of title to the State, whether by deed, settlement, or condemnation judgment.

Sincerely,

Right of Way Project Delivery Manager,
Texas Department of Transportation

Date

I (We) fully understand the Texas Department of Transportation proposal as contained in this agreement and hereby acknowledge receipt of the brochure entitled "*Relocation Assistance*."

I (We) understand that relocation assistance benefits are handled entirely separate from and in addition to this transaction and agree that my (our) execution of the Right of Way Deed is based on this understanding.

Property Owner's Signature

Property Owner's Signature

Date

Date