



**NOTICE AND AGENDA
CITY COUNCIL
TUESDAY, MARCH 5, 2024, 7:30 P.M.
REGULAR CITY COUNCIL MEETING**

Notice is hereby given that the City Council of the City of Glenn Heights, Texas will hold a Regular Called City Council Meeting on Tuesday, March 5, 2024, beginning at 7:30 P.M., in the City Hall, City Council Chambers, located at 1938-C South Hampton Road, Glenn Heights, Texas, 75154, as prescribed by Vernon's Texas Civil Statutes, Government Code Section §551.041, to consider and possibly take action on the following agenda items. Items do not have to be taken in the same order as shown in this meeting Notice and Agenda.

Pursuant to Texas Government Code Sec. 551.127, on a regular, non-emergency basis, members may attend and participate in the meeting remotely by video conference. Should that occur, a quorum of the members, including the presiding officer, will be physically present at the location noted above on this Agenda.

This Notice and Meeting Agenda, and the Agenda Packet, are posted online at <https://www.glennheightstx.gov/129/Agendas-Minutes>.

This City Council Meeting will be live streamed at <https://www.glennheightstx.gov/229/City-Council-Meeting-Videos>.

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

The public is invited to address City Council on any topic. Speakers should complete a Public Comment form and submit it to the City Secretary prior to the beginning of the meeting. The Texas Open Meetings Act prohibits City Council from discussing or taking action on issues not posted on the agenda; however, the Mayor, City Manager or designee may provide specific factual information, recite an existing policy, or schedule a discussion of the issue for possible placement on a future agenda. Speakers are limited to a maximum of three (3) minutes.

PROCLAMATIONS

- American Red Cross Month, March 2024
- Irish American Heritage Month, March 2024
- Women's History Month, March 2024

EVENTS

- Mayor Sonja A. Brown's Town Hall Meeting, March 21, 2024, 6:30 P.M., Glenn Heights Community Center, 1938-D South Hampton Road
- Glenn Heights Connect, March 22, 2024, 5:30 P.M. - 7:00 P.M., Kingston Meadows, intersection of Turn Bridge Drive and Whitaker Way

STAFF INTRODUCTIONS - Clifford Blackwell, City Manager

CONSENT AGENDA

Consent Agenda items are considered to be routine in nature and may be acted upon in one motion. Any item requiring additional discussion may be withdrawn from the Consent Agenda by the Mayor, a Council Member, or the City Manager, and acted upon separately.

1. Discuss and take action to approve a Replat Request for the remainder of Lots 1 through 5 and Lot 6, Block C, Willow Run Addition, as recorded in Volume 12, Page 289, Plat Records, Dallas County Texas, the same being 7.602 acres out of the James Porter Survey, Abstract No. 1129 and out of the William P. Holman Survey, Abstract No. 619, Glenn Heights, Dallas County, Texas. The replat request is submitted by Mike Davis with Bannister Engineering, on behalf of Sanabel Investment, LP. (Parviz Pourazizian, Director of Planning and Development Services)

AGENDA

1. Discuss and take action on Resolution R-04-24, a Resolution of the City Council of the City of Glenn Heights, Texas, determining the existence of a public need and necessity and a public purpose for the acquisition of the land described in Exhibit "A" attached hereto for the expansion of Bear Creek Road; approving an agreement with Stateside Right of Way Services, LLC for provision of right of way acquisition services related to the project; authorizing the purchase of the required rights of way and/or other property interests for just compensation; authorizing a last and final offer and authorizing the City Attorney to file proceedings in eminent domain to acquire such property if such last and final offer is refused or not timely accepted; and providing for an effective date. (Parviz Pourazizian, Director of Planning and Development Services)

EXECUTIVE SESSION

1. The City Council shall convene into closed, Executive Session:
 - A. pursuant to Texas Government Code section 551.071 - Consultation with City Attorney - to seek legal advice of its attorney about pending litigation to wit: David Jackson v. City of Glenn Heights, Texas and David A. Hall, Cause No. DC-23-17686 in the 116th Judicial District Court of Dallas County, Texas.
2. The City Council shall reconvene into open Session and take any action resulting from closed, Executive Session:
 - A. pursuant to Texas Government Code section 551.071 - Consultation with City Attorney - to seek legal advice of its attorney about pending litigation to wit: David Jackson v. City of Glenn Heights, Texas and David A. Hall, Cause No. DC-23-17686 in the 116th Judicial District Court of Dallas County, Texas.

DEPARTMENTAL REPORTS

1. Planning and Development Services, Parviz Pourazizian, Director
 - A. Victoria Drive Drainage Improvements, status update on the Impact Fee study, CIAC, and a Specific Use Permit for the Northeast corner of Santa Rosa Lane and Ovilla Road
2. Public Works, Andrew Waits, Superintendent
 - A. Bid - Fiscal Year 2024 Miscellaneous Concrete Repairs for various locations
3. Police and Fire Departments, Nick Bristow, Chief of Police, and Chad Moore, Deputy Fire Chief
 - A. Public Safety Academy

ADJOURNMENT

In accordance with the Americans with Disabilities Act, if you are a person with a disability and require information or materials in an appropriate alternative format; or if you require any other accommodations, please contact the City Secretary at least 48 hours in advance of the event at 972-223-1690 ext. 125 or email brandi.brown@glennheightstx.gov. Advance notification within this guideline will enable the City to make reasonable arrangements to ensure accessibility.

I, Brandi Brown, City Secretary, do hereby certify that the above Meeting Notice and Agenda was posted in a place convenient to the Public at Glenn Heights City Hall, 1938-C South Hampton Road, Glenn Heights, Texas by 5:00 P.M. on Saturday, March 2, 2024.

Pursuant to Section 551.071 of the Texas Government Code, the City Council reserves the right to consult in closed session with its attorney at any time during the course of this meeting and to receive legal advice regarding any item listed on this agenda.

Brandi Brown, City Secretary

PROCLAMATION



Office of the Mayor • City of Glenn Heights

American Red Cross Month March 2024

WHEREAS, this month, we honor the American Red Cross for its humanitarian commitment to serve communities across the United States and around the world. We celebrate each and every selfless employee and volunteer as an ambassador of American generosity, who upholds a sacred mandate to leave no person behind; and

WHEREAS, founded more than 140 years ago by Clara Barton, the American Red Cross has led with compassion and care, assisting neighbors and fellow Americans when they find themselves in some of the most agonizing circumstances they have ever faced. Throughout the biggest cities and the smallest towns, American Red Cross workers perform heroic acts of service across the United States and abroad. When wildfires devour neighborhoods, tornadoes uproot towns, earthquakes devastate homes and businesses, hurricanes whip beachfronts, and rivers rise and ruin neighborhoods and city streets, Red Cross volunteers are there to provide food, create temporary shelters, and help people recover and rebuild. While climate change has led to the increasing intensity and frequency of the world's natural disasters, Red Cross volunteers continue to serve as beacons of light, bringing hope to those facing some of the darkest hours and offering life-saving support at home and overseas; and

WHEREAS, during American Red Cross Month, I encourage everyone who is able to give blood and volunteer to help local communities in need. You can learn more about the process of donating blood online at redcross.org. Let us all use the dedication of the American Red Cross as an example this month and recommit in our own lives to lead with compassion and care. When we see others who are struggling, let us embody the generosity of the American spirit and resolve to lend them a helping hand.

NOW, THEREFORE, I, Sonja A. Brown, Mayor of the City of Glenn Heights, Texas, do hereby proclaim March 2024 as **American Red Cross Month**. I encourage all residents to observe this month with relevant programs, ceremonies, and activities, and to support the work of service and relief organizations. I also ask that all residents visit redcross.org to learn more about Giving Day on March 27, 2024 and how to support your local Chapter.

IN WITNESS WHEREOF, I have hereunto set my hand this fifth day of March in the year of our Lord two thousand twenty-four.

Sonja A. Brown, Mayor
Glenn Heights, Dallas County, Texas

PROCLAMATION



Office of the Mayor • City of Glenn Heights

Irish American Heritage Month March 2024

WHEREAS, for centuries, Irish Americans have played a crucial role in helping define the soul of our Nation, and today, nearly 1 in 10 Americans proudly trace their roots back to the Emerald Isle. With hope and faith in their hearts, the first immigrants from Ireland crossed the Atlantic in search of liberty and opportunity; and

WHEREAS, the story of Irish Americans has always been one of strength and perseverance through adversity. Many Irish immigrants arrived on America's shores to escape the Great Famine, only to face discrimination, prejudice, and poverty. Despite these hard times, they embraced their new homes in every corner of America – and helped build and fortify our Nation into what it is today; and

WHEREAS, Irish Americans expanded the American middle class, building ladders of opportunity that future generations could climb. They became teachers, firefighters, police officers, labor leaders, farmers, business owners, and more. Along the way, Irish Americans contributed enormously to the American labor movement – championing safe working conditions, advocating for children's rights, and fighting racism, prejudice, and income inequality. They bravely answered the call to serve, defending our Union and its values in every battle. They continue to work on behalf of the American people as public servants – serving in the Congress, the Supreme Court, Federal agencies, the White House, and in State and local offices across the country. Irish Americans have enriched our culture through the arts and humanities, earning recognition as Nobel and Pulitzer prize-winning poets and authors, award-winning musicians, dancers, and critically acclaimed actors. They have blessed our Nation with their spirit, faith, and love for family, that has been passed down through the generations; and

WHEREAS, as we celebrate Irish American Heritage Month, let us honor the journey and contributions of Irish Americans who helped shape this land of opportunity and define what it means to be American – united by our common purpose, by our histories, and by our futures.

NOW, THEREFORE, I, Sonja A. Brown, Mayor of the City of Glenn Heights, Texas, do hereby proclaim March 2024 as **Irish American Heritage Month**. I call upon all residents to celebrate the achievements and contributions of Irish Americans to our Nation with appropriate ceremonies, activities, and programs.

IN WITNESS WHEREOF, I have hereunto set my hand this fifth day of March in the year of our Lord two thousand twenty-four.

Sonja A. Brown, Mayor
Glenn Heights, Dallas County, Texas

PROCLAMATION



Office of the Mayor • City of Glenn Heights

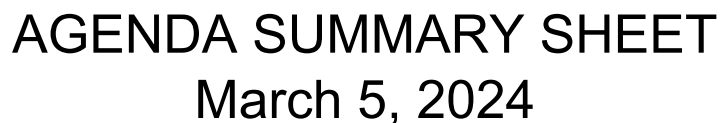
Women's History Month March 2024

- WHEREAS,** during Women's History Month, we celebrate the countless women who have fought tirelessly and courageously for equality, justice, and opportunity in our Nation. We also reaffirm our commitment to advancing rights and opportunities for women and girls in the United States and around the world. We are mindful that we are building on the legacy of both recognized trailblazers and unsung heroines who have guided the course of American history and continue to shape its future; and
- WHEREAS,** the full participation of women is a foundational tenet of democracy. Women, often women of color, have been on the frontlines, fighting for and securing equal rights and opportunity throughout our country's history as abolitionists, civil rights leaders, suffragists, and labor activists. Women continue to lead as advocates for reproductive rights and champions of racial justice. Throughout history, these women have opened the doors of opportunity for subsequent generations of dreamers and doers. As community leaders, educators, doctors, scientists, childcare providers, and more, women power our economy and lead our Nation. As first responders and service members, they stand watch over our lives and liberties. As innovators, entrepreneurs, and essential workers in every industry, they represent the very best of America; and
- WHEREAS,** despite significant progress, women and girls continue to face systemic barriers to full and equal participation in our economy and society. Disparities persist in economic security, health care, and caregiving responsibilities, especially for women and girls of color. Those who perform critical work, including those who care for our children and our families, are too often overlooked, underpaid, and undervalued; and
- WHEREAS,** this month, as we continue our work to advance gender equity and equality, let us celebrate the contributions of women throughout our history and honor the stories that have too often gone untold. Let us recognize that fundamental freedoms are interconnected: when opportunities for women are withheld, we all suffer; and when women's lives are improved, we all gain. Let us strive to create a community where every woman and girl knows that her possibilities know no bounds.

NOW, THEREFORE, I, Sonja A. Brown, Mayor of the City of Glenn Heights, Texas, do hereby proclaim March 2024 as **Women's History Month**. I call upon all residents to observe this month and to celebrate with appropriate programs, ceremonies, and activities. I also invite you to visit WomensHistoryMonth.gov to learn more about the vital contribution of women to our Nation's history.

IN WITNESS WHEREOF, I have hereunto set my hand this fifth day of March in the year of our Lord two thousand twenty-four.

Sonja A. Brown, Mayor
Glenn Heights, Dallas County, Texas



Discuss and take action to approve a Replat Request for the remainder of Lots 1 through 5 and Lot 6, Block C, Willow Run Addition, as recorded in Volume 12, Page 289, Plat Records, Dallas County Texas, the same being 7.602 acres out of the James Porter Survey, Abstract No. 1129 and out of the William P. Holman Survey, Abstract No. 619, Glenn Heights, Dallas County, Texas. The replat request is submitted by Mike Davis with Bannister Engineering, on behalf of Sanabel Investment, LP. (Parviz Pourazizian, Director of Planning and Development Services)

[illegible]



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: March 5, 2024

SUBJECT

Discuss and take action to approve a Replat Request for the Remainder of Lots 1 through 5 and Lot 6, Block C, Willow Run Addition, as recorded in Volume 12, Page 289, Plat Records, Dallas County Texas, the same being 7.602 acres out of the James Porter Survey, Abstract No. 1129 and out of the William P. Holman Survey, Abstract No. 619, Glenn Heights, Dallas County, Texas. The replat request is submitted by Mike Davis with Bannister Engineering on behalf of Sanabel Investment, LP.

DISCUSSION / BACKGROUND

The City Council will hear the replat by Mike Davis with Bannister Engineering, on behalf of Sanabel Investment, LP for the Willow Run addition replat. The property owner intends to build a carwash in one of the lots (Lot 2R) and has no plans for the other two lots.

PRIOR COUNCIL OR BOARD ACTION

The Planning and Zoning Commission voted to approve this plat at the February 23, 2023 meeting (with 5-0 vote).

PUBLIC CONTACT

Not applicable.

FINANCIAL IMPACT

Not applicable.

RECOMMENDATION / ALTERNATIVES

Staff recommends approval of this request.

ATTACHMENTS

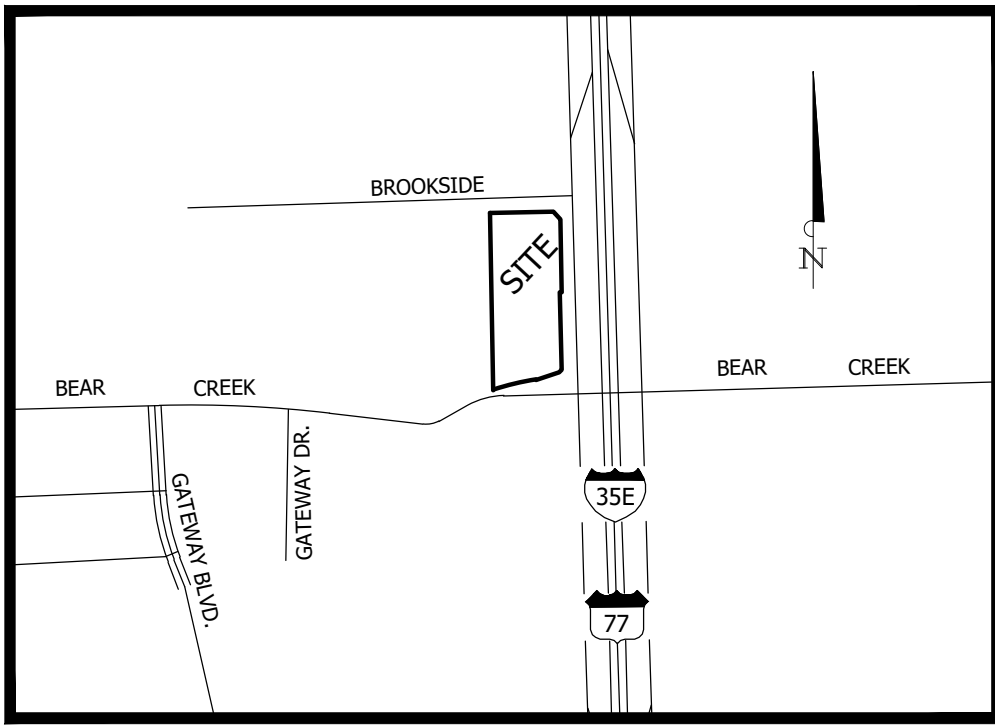
1. Willow Run Replat

PREPARED BY

Parviz Pourazizian, Director of Planning and Development Services

REVIEWED BY

Dr. LaSheyla Jones, City Planner



VICINITY MAP
SCALE: 1" = 1000'
GLENN HEIGHTS, TEXAS

GENERAL NOTES:

- All bearings shown herein are based upon the Texas State Plane Coordinate System, NAD83 (2011), Texas North Central Zone (4202). All distances shown herein are surface distances.
- Notice: Selling a portion of any lot in this addition by metes and bounds is a violation of state law and City Ordinance and is subject to penalties imposed by law.
- According to surveyor's interpretation of information shown on the National Flood Insurance Program (NFIP) "Flood Insurance Rate Map" (FIRM), Community Panel No. 48113C0640K, dated July 7, 2014. The property appears to lie within Zone "X" as defined as "Areas determined to be outside the 0.2% annual chance floodplain" zone and within Zone "X" (Shaded), defined as "Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood" zone and within Zone "AE", defined as "Base Flood Elevations determined" zone and within Floodway area, defined as "The floodway is the channel of a street plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights" area, as defined by the U.S. Department of Housing and Urban Development, Federal Insurance Administration, or the Federal Emergency Management Agency.

The above referenced "FIRM" map is for use in administering the "NFIP"; it does not necessarily show all areas subject to flooding, particularly from local sources of small size, which could be flooded by severe, concentrated rainfall coupled with inadequate local drainage systems. There may be other streams, creeks, low areas, drainage systems or other surface or subsurface conditions existing on or near the subject property which are not studied or addressed as a part of the "NFIP".

- All lot corners (Original Monumentation) shall be iron rods set (IRS) are 5/8-inch with a red plastic cap stamped "RPLS 4838".
- SOURCE BENCHMARK:** Texas Department of Transportation Monument E0575047, located approximately 1900 feet West from the intersection of Interstate Highway 35E and Bear Creek Road and at the Southwest corner of the intersection of Bear Creek Road and Gateway Boulevard, found on a drainage structure, 3.5 feet East from the center of headwall.

Elevation = 629.17'

6. **Waiver of Claim for Damages**

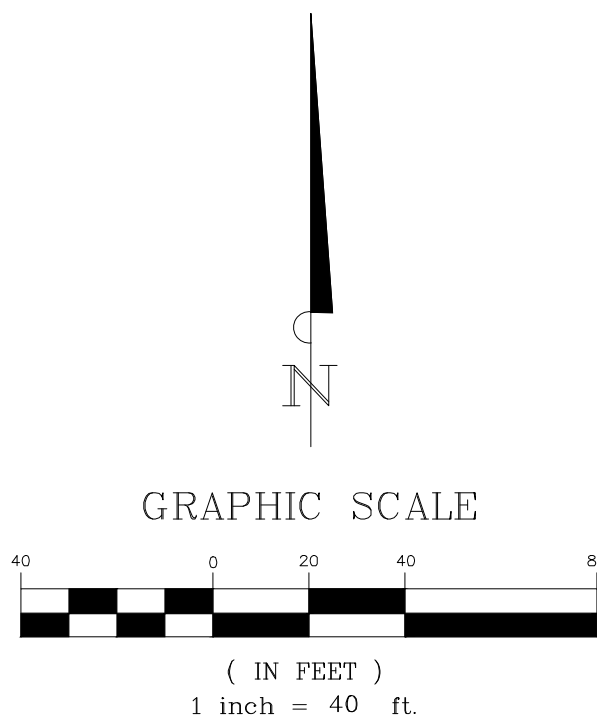
The Owner and the Developer release the City of Glenn Heights from any and all claims, damages, obligations, or liabilities by the establishment of grades, or the alteration of the surface of any portion of the existing streets and alleys, to conform the grades established in this plat.

7. **Common Areas**

All Common Area Tracts will be owned and maintained by the property owners.

Curve Table

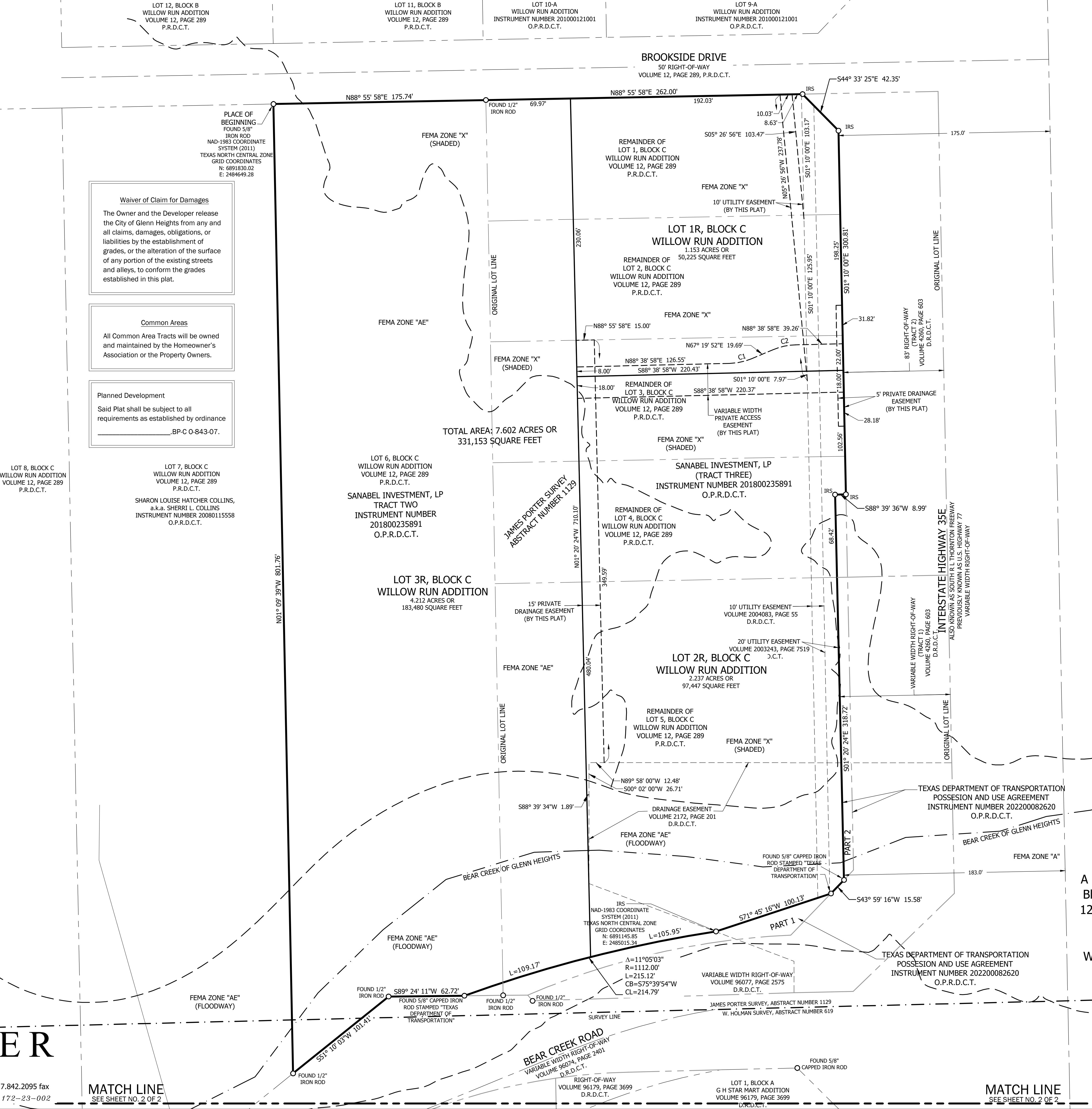
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	18.60'	50.00'	21°19'05"	N77° 59' 25"E	18.50'
C2	18.60'	49.85'	21°23'04"	N77° 59' 25"E	18.50'



BANNISTER
ENGINEERING
240 North Mitchell Road | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
TBPLS REGISTRATION NO. 10193823 PROJECT NO.: 172-23-002

MATCH LINE
SEE SHEET NO. 2 OF 2

B:\Clients\172-23-002 (Bear Creek Topo - Glenn Heights)\Survey\172-23-002 Survey Base.dwg
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LEGEND

N NORTH
S SOUTH
E EAST
W WEST
• DEGREES
• MINUTES/FEET
• SECONDS/INCHES
O.P.R.D.C.T.
OFFICIAL PUBLIC RECORDS
DALLAS COUNTY, TEXAS
D.R.D.C.T.
DEED RECORDS
DALLAS COUNTY, TEXAS
M.R.D.C.T.
MAP RECORDS
DALLAS COUNTY, TEXAS

APPROVED FOR PREPARATION OF FINAL PLAT

Sonja A. Brown, Mayor Date
Brandi Brown, Secretary Date

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared **Sonja A. Brown**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and consideration thereof expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE

THIS ____ DAY OF _____, 2024.

NOTARY PUBLIC in and for the STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared **Brandi Brown**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and consideration thereof expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE

THIS ____ DAY OF _____, 2024.

NOTARY PUBLIC in and for the STATE OF TEXAS

REPLAT
LOT 1R, LOT 2R AND LOT 3R, BLOCK C
WILLOW RUN ADDITION

A Replat of the Remainder of Lots 1 thru 5 and Lot 6, Block C, Willow Run Addition, as recorded in Volume 12, Page 289, Plat Records, Dallas County, Texas and Being 7.602 acres out of the James Porter Survey, Abstract Number 1129 and William P. Holman Survey, Abstract Number 619 City of Glenn Heights, Dallas County, Texas 3 Lots

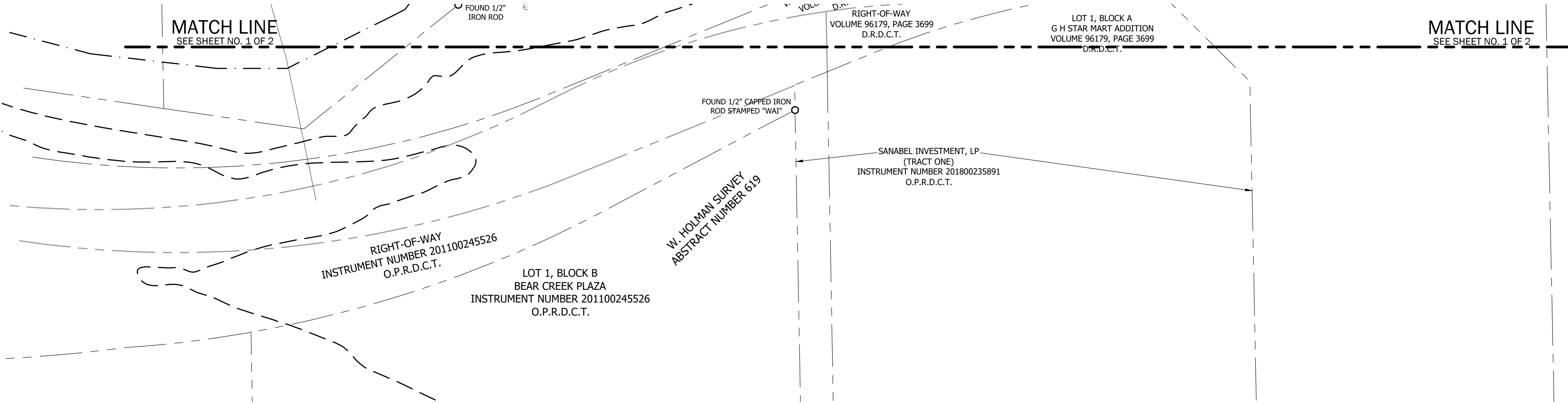
Preparation Date: September 2023
Revision Date: February 2024
SHEET 1 OF 2

ENGINEER / SURVEYOR:
BANNISTER ENGINEERING, LLC
240 NORTH MITCHELL ROAD
MANSFIELD, TEXAS 76063
CONTACT: MICHAEL DAVIS, RPLS
PHONE: 817-842-2094
Mike@bannistereng.com

OWNER / DEVELOPER:
SANABEL INVESTMENT, LP
P.O. BOX 2599
WAXAHACHIE, TEXAS 75168

MATCH LINE
SEE SHEET NO. 2 OF 2

B:\Clients\172 (Victory)\172-23-002 (Bear Creek Topo - Glenn Heights)\Survey\172-23-002 Survey Base.dwg
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OWNER'S CERTIFICATE:

State of Texas §
County of Dallas §

WHEREAS, **SANABEL INVESTMENT, LP** is the owners of that certain 7.602 acres (331,153 square feet) of land in the James Porter Survey, Abstract Number 1129, City of Glenn Heights, Dallas County, Texas; said 7.602 acres (331,153 square feet) of land being a portion of that certain described as Lot 1 thru Lot 6, Block C, Willow Run Addition (hereinafter referred to as Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, and/or Lot 6), an addition to the City of Glenn Heights, Dallas County, Texas, according to the plat thereof recorded in Volume 12, Page 289, Plat Records, Dallas County, Texas (P.R.D.C.T.), said 7.602 acres (331,153 square feet) of land being more particularly described, by metes and bounds, as follows:

BEGINNING at a five-eighths inch iron rod found for the Northwest corner of said Lot 6, same being the Northeast corner of that certain tract of land described as Lot 7, Block C, Willow Run Addition (hereinafter referred to as Lot 7), an addition to the City of Glenn Heights, Dallas County, Texas, according to the plat thereof recorded in Volume 12, Page 289, P.R.D.C.T., same also being the existing South right-of-way line of Brookside Drive (50' right-of-way), as recorded in Volume 12, Page 289, P.R.D.C.T.;

THENCE North 88 degrees 55 minutes 58 seconds East with the common line between said Lot 6 and the existing South right-of-way line of said Brookside Drive, a distance of 175.74 feet to a one-half inch iron rod found for the Northeast corner of said Lot 6, same being the Northwest corner of said Lot 1;

THENCE North 88 degrees 55 minutes 58 seconds East with the common line between said Lot 1 and the existing South right-of-way line of said Brookside Drive, a distance of 262.00 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for the intersection of the existing South right-of-way line of said Brookside Drive and the existing West right-of-way line of Interstate Highway 35E, also known as South R. L. Thornton Freeway, previously known as U. S. Highway 77 (variable width right-of-way), as recorded in Volume 4260, Page 603, Deed Records, Dallas County, Texas (D.R.D.C.T.);

THENCE South 44 degrees 33 minutes 25 seconds East with the common line between the remainder of said Lot 1 and the existing West right-of-way line of said Interstate Highway 35E, a distance of 42.35 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner;

THENCE South 01 degree 10 minutes 00 seconds East, continue with the common line between the remainder of said Lot 1 and the existing West right-of-way line of said Interstate Highway 35E, pass at a distance of 69.28 feet, the Southeast corner of the remainder of said Lot 1, same being the Northeast corner of the remainder of said Lot 2, continue with said course with the common line between the remainder of said Lot 2 and the existing West right-of-way line of said Interstate Highway 35E, pass at a distance of 169.28 feet, the Southeast corner of the remainder of said Lot 2, same being the Northeast corner of the remainder of said Lot 3, continue with said course with the common line between the remainder of said Lot 3 and the existing West right-of-way line of said Interstate Highway 35E, pass at a distance of 269.28 feet, the Southeast corner of the remainder of said Lot 3, same being the Northeast corner of the remainder of said Lot 4, continue with said course with the common line between the remainder of said Lot 4 and the existing West right-of-way line of said Interstate Highway 35E for a total distance of 300.81 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner;

THENCE South 88 degrees 39 minutes 36 seconds West, continue with the common line between the remainder of said Lot 4 and the existing West right-of-way line of said Interstate Highway 35E, a distance of 8.99 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner;

THENCE South 01 degree 20 minutes 24 seconds East, continue with the common line between the remainder of said Lot 4 and the existing West right-of-way line of said Interstate Highway 35E, pass at a distance of 68.42 feet, the Southeast corner of the remainder of said Lot 4, same being the Northeast corner of the remainder of said Lot 5 for a total distance of 319.72 feet to a five-eighths inch iron rod with cap stamped "TEXAS DEPARTMENT OF TRANSPORTATION" found for the intersection of the existing West right-of-way line of said Interstate Highway 35E and the existing North right-of-way line of Bear Creek Road (variable width right-of-way), as recorded in Instrument Number 202200082620, Official Public Records, Dallas County, Texas (O.P.R.D.C.T.);

THENCE South 43 degrees 59 minutes 16 seconds West with the common line between the remainder of said Lot 5 and the existing North right-of-way line of said Bear Creek Road, a distance of 15.58 feet to a five-eighths inch iron rod with cap stamped "TEXAS DEPARTMENT OF TRANSPORTATION" found;

THENCE South 71 degrees 45 minutes 16 seconds West, continue with the common line between the remainder of said Lot 5 and the existing North right-of-way line of said Bear Creek Road, a distance of 100.13 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner, same being the beginning of a non-tangent curve to the left, whose long chord bears South 75 degrees 39 minutes 54 seconds West, a distance of 214.79 feet;

THENCE Southwesterly, continue with the common line between the remainder of said Lot 5 and the existing North right-of-way line of said Bear Creek Road, with said non-tangent curve to the left having a radius of 1112.00 feet, through a central angle of 11 degrees 05 minutes 03 seconds, pass at a distance of 181.47 feet, the Southwest corner of the remainder of said Lot 5, same being the Southeasterly corner of the remainder of said Lot 6, continue with said course, with the common line between the remainder of said Lot 6 and the existing North right-of-way line of said Bear Creek Road for a total arc distance of 215.12 feet to a five-eighths inch iron rod with cap stamped "TEXAS DEPARTMENT OF TRANSPORTATION" found for corner;

THENCE South 89 degrees 24 minutes 11 seconds West, continue with the common line between said Lot 6 and the existing North right-of-way line of said Bear Creek Road, a distance of 62.72 feet to a one-half inch iron rod found for corner;

THENCE South 51 degrees 10 minutes 03 seconds West, continue with the common line between said Lot 6 and the existing North right-of-way line of said Bear Creek Road, a distance of 101.41 feet to a one-half inch iron rod found for corner, same being the Southwest corner of said Lot 6, same being the Southeast corner of the aforesaid Lot 7;

THENCE North 01 degree 09 minutes 39 seconds West, departing the existing North right-of-way line of said Bear Creek Road, with the common line between said Lot 6 and said Lot 7, a distance of 801.76 feet to the **PLACE OF BEGINNING**, and containing a calculated area of 7.602 acres (331,153 square feet) of land.

OWNER'S DEDICATION:

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That **SANABEL INVESTMENT, LP**, acting by and through its duly authorized agent, does hereby adopt this plat, designating the herein described property as **WILLOW RUN ADDITION**, an addition to the City of Glenn Heights, Dallas County, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The Easements and public use areas, as shown, are dedicated, for the publics use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over or across the Easements as shown, except that landscape improvements may be placed in Landscape Easements, if approved by the City of Glenn Heights. In addition, Utility Easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the Public's and the City of Glenn Heights' use thereof. The City of Glenn Heights and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said Easements. The City of Glenn Heights and public utility entities shall at all times have the full right of Ingress and Egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Glenn Heights, Texas.

WITNESS UNDER MY HAND THIS THE _____ DAY OF _____, 2024.

SANABEL INVESTMENT, LP, a Texas limited partnership

BY: SANABEL MANAGEMENT, LLC, a Texas limited liability company, its General Partner

BY: _____
WALID ALAMEDDINE, Vice President

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared WALID ALAMEDDINE, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration thereof expressed, as Vice President of SANABEL INVESTMENT, LP, a Texas limited partnership, the General Partner of SANABEL MANAGEMENT, LLC, a Texas limited liability company, on behalf of said limited liability company and limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE

THIS _____ DAY OF _____, 2024.

NOTARY PUBLIC in and for the STATE OF TEXAS

SURVEYOR'S CERTIFICATE:

Know all men by these presents: that I, Michael Dan Davis, a Registered Professional Land Surveyor, licensed by the State of Texas, does hereby certify that I prepared this plat from an actual and accurate survey made on the ground of the land and that corner monuments shown hereon were properly placed or found under my supervision, in accordance with the rules for land subdivision by the City council of the City of Glenn Heights. I further certify that the tract of land herein platted is within the jurisdiction of the City of Glenn Heights, Dallas County, Texas..

Dated this the _____ day of _____, 2024.

PRELIMINARY,
THIS DOCUMENT SHALL NOT BE
RECORDED FOR ANY PURPOSE AND SHALL NOT BE
USED OR VIEWED OR RELIED UPON AS A FINAL
SURVEY DOCUMENT

Michael Dan Davis
Registered Professional Land Surveyor
Texas Registration No. 4838

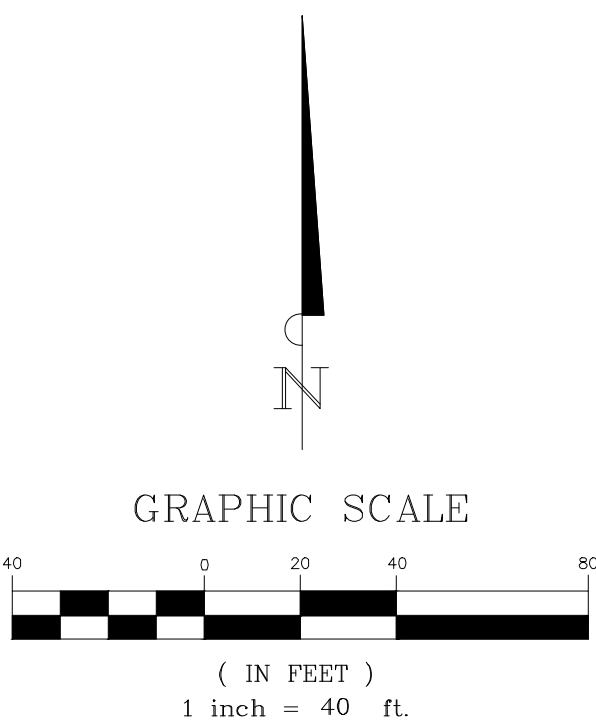
STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared **Michael Dan Davis**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration thereof expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE

THIS _____ DAY OF _____, 2024.

NOTARY PUBLIC in and for the STATE OF TEXAS



REPLAT
LOT 1R, LOT 2R AND LOT 3R, BLOCK C
WILLOW RUN ADDITION

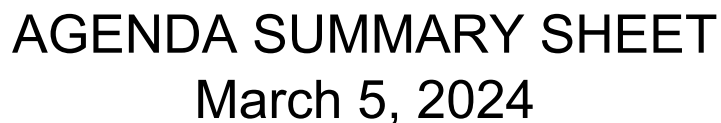
A Replat of the Remainder of Lots 1 thru 5 and Lot 6,
Block C, Willow Run Addition, as recorded in Volume
12, Page 289, Plat Records, Dallas County, Texas and
Being 7.602 acres out of the
James Porter Survey, Abstract Number 1129 and
William P. Holman Survey, Abstract Number 619
City of Glenn Heights, Dallas County, Texas

3 Lots
Preparation Date: September 2023
Revision Date: February 2024
SHEET 2 OF 2

ENGINEER / SURVEYOR:
BANNISTER ENGINEERING, LLC
240 NORTH MITCHELL ROAD
MANSFIELD, TEXAS 76063
CONTACT: MICHAEL DAVIS, RPLS
PHONE: 817-842-2094
Mike@bannistereng.com

OWNER / DEVELOPER:
SANABEL INVESTMENT, LP
P.O. BOX 2599
WAXAHACHIE, TEXAS 75168

BANNISTER
ENGINEERING
240 North Mitchell Road | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
TBPLS REGISTRATION NO. 10193823 PROJECT NO.: 172-23-002



Discuss and take action on Resolution R-04-24, a Resolution of the City Council of the City of Glenn Heights, Texas, determining the existence of a public need and necessity and a public purpose for the acquisition of the land described in Exhibit "A" attached hereto for the expansion of Bear Creek Road; approving an agreement with Stateside Right of Way Services, LLC for provision of right of way acquisition services related to the project; authorizing the purchase of the required rights of way and/or other property interests for just compensation; authorizing a last and final offer and authorizing the City Attorney to file proceedings in eminent domain to acquire such property if such last and final offer is refused or not timely accepted; and providing for an effective date. (Parviz Pourazizian, Director of Planning and Development Services)

[illegible]

PROFESSIONAL SERVICE AGREEMENT WITH STATESIDE RIGHT OF WAY SERVICES



PARVIZ POURAZIZIAN, DIRECTOR OF DEVELOPMENT
SERVICES

MARCH 5, 2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, DETERMINING THE EXISTENCE OF A PUBLIC NEED AND NECESSITY AND A PUBLIC PURPOSE FOR THE ACQUISITION OF THE LAND DESCRIBED IN EXHIBIT “A” ATTACHED HERETO FOR THE EXPANSION OF BEAR CREEK ROAD; APPROVING AN AGREEMENT WITH STATESIDE RIGHT OF WAY SERVICES, LLC FOR PROVISION OF RIGHT OF WAY ACQUISITION SERVICES RELATED TO THE PROJECT; AUTHORIZING THE PURCHASE OF THE REQUIRED RIGHTS OF WAY AND/OR OTHER PROPERTY INTERESTS FOR JUST COMPENSATION; AUTHORIZING A LAST AND FINAL OFFER AND AUTHORIZING THE CITY ATTORNEY TO FILE PROCEEDINGS IN EMINENT DOMAIN TO ACQUIRE SUCH PROPERTY IF SUCH LAST AND FINAL OFFER IS REFUSED OR NOT TIMELY ACCEPTED.

PROFESSIONAL DEVELOPMENT AGREEMENT



Applicant: Parviz Pourazizian, Director of Development Services

Location: East Bear Creek Road

Request: Professional Services

Acres: TBD

SCOPE OF WORK



- Complete right-of-entry agreements (up to 22 Parcels)
- Title related items and communications with title company
- Acquisition / Negotiation / Research
- Appraisal (up to 55 Parcels)
- Appraisal Review (up to 55 parcels)

DELIVERABLES



- Stateside will act as the City of Glenn Heights point of contact with all property owners throughout the acquisition process.
- Stateside will act as the City of Glenn Heights point of contact between title company, appraiser, and appraiser reviewer.
- Stateside will prepare all necessary correspondence that legally shall be done.
- Stateside will create a digital and hard copy of case files for each parcel.

BACKGROUND INFORMATION



The East Bear Creek expansion, a highly anticipated project, funded through TxDOT (using federal funds), will be completed through a partnership between us and TxDOT.

This project has experienced delays over the past few years due to various factors. By signing this agreement, we will initiate the land acquisition process for the upcoming project.

The duration of the this process will range from 6 to 18 months (subject to variation depending on the number of properties subject to eminent domain). The next step is to start the construction of utility relocation, ultimately leading to the construction of the roadway itself.

BACKGROUND INFORMATION



In the selection process, we contacted several companies and made the final decision based on the best value, considering factors such as overall cost and experience. The staff opted to engage Stateside ROW services. The following are the other companies that were involved:

- Right of Way Solution
- Blackland Consulting Services
- Whitman Land Group
- Cobb, Fendley & Associates

SUMMARY OF FEES



Fees in this contract are generally defined and the total amount can not be identified as of this point until the project is finished. However, we do have unit price for each task and this will not change.

- For clarity, please note that the number of lots may change by the time this project's completion if any property owner decides to divide the land before the acquisition is finished.
- The cost of the title policy is currently unknown. However, it is determined based on the total value of the acquisition and table as defined by the State of Texas. Typically, this cost ranges between \$328-1500.

SUMMARY OF FEES



- Right of Entry: \$550/parcel (up to 22 parcels) if needed.
- Total ROW acquisition Services fee: \$4,000/Parcel
- Appraisal Fee: \$4,500/Parcel (Partially Reimbursable by TxDOT)
- Appraisal Review Fee: \$1,600/Parcel (Partially Reimbursable by TxDOT)
- Title Commitment: \$500/Parcel
- Title Policy: \$Approx. \$800/Parcel on Average (Per State Requirements)
- Residential Relocation: \$2,000/Parcel
- Disposal of Property: No extra Charge

RECOMMENDATION



- ☐ Staff recommends **APPROVAL** of the professional service agreement.

QUESTIONS



COMMENTS

RESOLUTION NO. R-04-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, DETERMINING THE EXISTENCE OF A PUBLIC NEED AND NECESSITY AND A PUBLIC PURPOSE FOR THE ACQUISITION OF THE LAND DESCRIBED IN EXHIBIT “A” ATTACHED HERETO FOR THE EXPANSION OF BEAR CREEK ROAD; APPROVING AN AGREEMENT WITH STATESIDE RIGHT OF WAY SERVICES, LLC FOR PROVISION OF RIGHT OF WAY ACQUISITION SERVICES RELATED TO THE PROJECT; AUTHORIZING THE PURCHASE OF THE REQUIRED RIGHTS OF WAY AND/OR OTHER PROPERTY INTERESTS FOR JUST COMPENSATION; AUTHORIZING A LAST AND FINAL OFFER AND AUTHORIZING THE CITY ATTORNEY TO FILE PROCEEDINGS IN EMINENT DOMAIN TO ACQUIRE SUCH PROPERTY IF SUCH LAST AND FINAL OFFER IS REFUSED OR NOT TIMELY ACCEPTED; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has determined that an expansion of Bear Creek Road is necessary to serve increased and anticipated increased traffic flow due to development in the area and the City Council has determined to approve the Bear Creek Road Expansion Project (the “Project”) ; and

WHEREAS, the City Council for the City of Glenn Heights finds that a public need and necessity exists to acquire the necessary rights of way and related property interests for the Project described in Exhibit “A”, attached hereto and incorporated herein by reference to facilitate the construction of the Project; and

WHEREAS, it is hereby determined that the construction of the Bear Creek Road Expansion Project and related facilities constitutes a public purpose and will provide a benefit for the welfare and convenience of the citizens such that acquisition of the described easements is required to further that public purpose; and

WHEREAS, the City Council desires the City Manager, or his designee take the necessary steps under applicable law to negotiate with the owners of the property described in Exhibit “A” to purchase the rights of way and other property interests necessary for the Project and to that end further desires to approve a professional services agreement with Stateside Right of Way Acquisition Services, LLC for such acquisition services; and

WHEREAS, the City Council recognizes that despite the most earnest of intentions to reach an agreement on the transaction of land, in some cases an agreement cannot be reached, and other legal means must be employed to secure the property rights to make necessary improvements for the public welfare, and

WHEREAS, in the event negotiations for purchase of the easements are unsuccessful, the City Council of the City of Glenn Heights, Texas finds it to be in the public interest and to the benefit of the health, safety, and welfare of its citizens to authorize the use of the power of eminent domain to acquire the necessary interests in real property to construct the Bear Creek Road Expansion Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, THAT:

SECTION 1. The facts, recitations, and findings contained in the recitals of this Resolution are found to be true and correct and are hereby incorporated herein for all purposes.

SECTION 2. The City Council of the City of Glenn Heights, Texas, hereby finds and determines that a public need and necessity exists for the welfare of the City and its citizens and it is in the public interest to acquire rights of way and other related property interests for the construction of the Bear Creek Road Expansion Project on, over, under, and across the various tracts of real property described in Exhibit “A,” attached hereto and incorporated herein by reference (collectively, the “Right of Way Property”) and further finds that the Project constitutes and will serve a public purpose.

SECTION 3. The City Manager or designee is hereby authorized on behalf of the City to acquire title to the Right of Way Property for the construction of the Project and, if necessary, to attempt to agree on damages and compensation to be paid from City funds available for such purpose to the owners of the Right of Way Property in an amount which is not less than the fair market value for the interest in the respective tracts of the Right of Way Property to be acquired, including any damages to the remainder of the owners’ adjacent properties, if any, said offer being an amount which is not less than the amount set forth in the independent appraisal of the interest in the respective tracts obtained by the City and provided to said property owners. In the event such offer is accepted, the City Manager or designee is hereby authorized to negotiate and sign such contracts and other documents the City Manager determines to be reasonable and necessary in order to close on the acquisition of the various tracts constituting the Right of Way Property. If the City Manager or designee is unable to acquire the necessary property interests or determines that an agreement as to damages and compensation cannot be reached, then the City Manager or designee is authorized to make a last and final offer of just and adequate compensation to the owners of the portion(s) of the Right of Way Property for which a negotiated purchase price has not been obtained. If the last and final offer is not timely accepted, the City Attorney or designee is hereby authorized to file or cause to be filed against the owners and interested parties of the portion of the Right of Way Property to be acquired, proceedings in eminent domain to acquire such portion of the Right of Way Property.

SECTION 4. . With regard to the negotiations and actions authorized herein, the City Council hereby approves and authorizes the City Manager to execute the contract with Stateside Right of Way Services, LLC, in substantially the form set forth in Exhibit “B” attached hereto and incorporated herein by this reference.

SECTION 5. If it is later determined there are any errors in the descriptions contained herein, if later surveys contain more accurate revised descriptions, or if the description of the property interest to be acquired are revised pursuant to an agreement with the property owner, the City Attorney or designee is authorized to have such errors corrected or revisions made without the necessity of obtaining City Council approval authorizing the condemnation of the corrected or revised property.

SECTION 5. This resolution shall become effective immediately from and after its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, ON THIS THE 5TH DAY OF MARCH 2024.

APPROVED:

SONJA A. BROWN, MAYOR

ATTEST:

BRANDI BROWN, CITY SECRETARY

APPROVED AS TO FORM:

DAVID BERMAN, CITY ATTORNEY

EXHIBIT “A”
List of Properties in Project
[TO BE ATTACHED]

STATESIDE RIGHT OF WAY SERVICES

EAST BEAR CREEK ROAD

2/15/2024

CITY OF GLENN HEIGHTS
Limits: IS 35 to South Hampton
ROW acquisition Services

STATESIDE RIGHT OF WAY SERVICES													
ROE Response	Temp. ID	PROPERTY ADDRESS:	PROPERTY OWNER	LEGAL DESCRIPTION:	Right of Entry	Total Appraisal Fee	Total appraisal Review fee	Acquisition Services			Relocati	Disposal of Property	Total Cost
									title Commitment	Approx Title costs	Residenti al		
yes	5	121 E BEAR CREEK RD	BENDER GROUP LLC	JOHN LEWIS ABST 774 P901 TR 21 ACS 0.531	550	4500	1600	4000	500	800		n/c	\$ 11,950
signed	6	129 E BEAR CREEK RD	BENDER GROUP LLC	JOHN LEWIS ABST 774 P901 TR 51 ACS 1.428		4500	1600	4000	500	800		n/c	\$ 11,400
Confirmed by email	7	139 E BEAR CREEK RD	BROWN HARLEN	JOHN LEWIS ABST 774 P901 TR 50 ACS 4.060		4500	1600	4000	500	800		n/c	\$ 11,400
Signed	8	151 E BEAR CREEK RD	HANSEN EDNA	JOHN LEWIS ABST 774 P901 TR 49 ACS 4.060		4500	1600	4000	500	800		n/c	\$ 11,400
Signed	9	205 E BEAR CREEK RD	GUERRA RODOLFO	JOHN LEWIS ABST 774 P901 TR 55		4500	1600	4000	500	800		n/c	\$ 11,400
yes	10	133 E BEAR CREEK RD	TATE LEON PAYTON	JOHN LEWIS ABST 774 P901 TR 10.4 ACS 0.912 CALC	550	4500	1600	4000	500	800		n/c	\$ 11,950
yes	11	223 E BEAR CREEK RD	TATE LEON PAYTON	JOHN LEWIS ABST 774 P901 TR 11 ACS 0.51	550	4500	1600	4000	500	800		n/c	\$ 11,950
Signed	12	305 E BEAR CREEK RD	LEWIS G E	JOHN LEWIS ABST 774 P901 TR 43 ACS 0.5592		7000	1600	4000	500	800	2000	n/c	\$ 15,900
Signed	14	311 E BEAR CREEK RD	LEWIS JOHN P & JANICE LYNN	JOHN LEWIS ABST 774 P901 TR 43.1 ACS 0.77		4500	1600	4000	500	800		n/c	\$ 11,400
signed	15	331 E BEAR CREEK RD	GONZALES EVANGELINA	JOHN LEWIS ABST 774 P901 TR 44		4500	1600	4000	500	800		n/c	\$ 11,400
signed	18	501 E BEAR CREEK RD	TEXAS UTILITIES ELEC CO	JOHN LEWIS ABST 774 P901 TR 801.1 ACS 0.5757 DP&L ROW ORD#156		4500	1600	4000	500	800		n/c	\$ 11,400
signed	19	501 E BEAR CREEK RD	TEXAS UTILITIES ELEC CO	JOHN LEWIS ABST 774 P901 TR 800 ACS 9.025 DP&L ROW ORD #156		4500	1600	4000	500	800		n/c	\$ 11,400
signed	20	503 E BEAR CREEK RD	TEXAS UTILITIES ELEC CO	JOHN LEWIS ABST 774 P475 DP&L ROW TR 800.1 ACS 0.956 ORD #156		4500	1600	4000	500	800		n/c	\$ 11,400
Signed_Email	21	511 E BEAR CREEK RD	GLENN HEIGHTS COMMUNITY LLC	JOHN LEWIS ABST 774 PG 475 TR 13 ACS 56.477		4500	1600	4000	500	800		n/c	\$ 11,400
signed_Email	22	499 E BEAR CREEK RD	GLENN HEIGHTS COMMUNITY LLC	JOHN LEWIS ABST 774 P475 TR 13.1 ACS 5.174		4500	1600	4000	500	800		n/c	\$ 11,400
Abandoned Home	23	735 E BEAR CREEK RD	TERRY BARBARA H	JOHN LEWIS ABST 774 P475 TR 40	550	4500	1600	4000	500	800		n/c	\$ 11,950
Signed	24	821 E BEAR CREEK RD	ARIZPE SABRINO L JR & CARTWRIGHT KENDRA D	JAMES PORTER ABST 1129 P390 TR 14.1 ACS 0.7805		5500	1600	4000	500	800		n/c	\$ 12,400
yes	25	825 E BEAR CREEK RD	KIMSEY DEVELOPMENT INC	JAMES PORTER ABST 1129 P390 TR 14 ACS 3.1728	550	4500	1600	4000	500	800		n/c	\$ 11,950
SIGNED	26	826 BREANNA WAY	UGUES AVELINA & JESUS	BEAVER CREEK ESTATES PH 2 BLK D LT 7		4500	1600	4000	500	800		n/c	\$ 11,400

STATESIDE RIGHT OF WAY SERVICES

EAST BEAR CREEK ROAD

2/15/2024

CITY OF GLENN HEIGHTS
Limits: IS 35 to South Hampton
ROW acquisition Services

STATESIDE RIGHT OF WAY SERVICES													
Signed	27	915 E BEAR CREEK RD	TREVINO RICHARD & MARILYN TREVINO	MEADOW CREEK ESTATES TR B.1 ACS 11.041		4500	1600	4000	500	800		n/c	\$ 13,400
Signed	28	999 E BEAR CREEK RD, SUITE A	DILLMON INVESTMENTS LLC	MEADOW CREEK ESTATES TRACT A ACS 23.651		4500	1600	4000	500	800		n/c	\$ 11,400
Signed	29	1215 E BEAR CREEK RD	HACHIE PROPERTIES LLC	JAMES PORTER ABST 1129 P390 TR 13 ACS 6.388		6000	1600	4000	500	800		n/c	\$ 14,900
signed	30	13 BROOKSIDE DR	HATCHER LOUIS G JR	WILLOW RUN LOT 13 BLK C 2.77 ACS		4500	1600	4000	500	800		n/c	\$ 11,400
signed	31	12 BROOKSIDE DR	HATCHER LOUIS G JR	WILLOW RUN LOT 12 BLK C 2.9 ACS		4500	1600	4000	500	800		n/c	\$ 11,400
signed	32	1303 E BEAR CREEK RD	HATCHER LOUIS JR & NORMA/ HANNESCHLAGER PAULA & ROBERT	WILLOW RUN BLK C LTS 7-11 LESS ROW ACS 15.4380		4500	1600	4000	500	800		n/c	\$ 11,400
ROW bneen Acquired	33	1324 BROOKSIDE DR	SANABEL INVESTMENT LP	WILLOW RUN BLK C PT LT 6 ACS 3.036 LT 6 LESS ROW	550	4500	1600	4000	500	800		n/c	\$ 11,950
ROW bneen Acquired	34	1601 S IH 35	SANABEL INVESTMENT LP	WILLOW RUN BLK 6 LTS 1-3 & PT 4-5 ACS 4.5796	550	6000	1600	4000	500	800		n/c	\$ 13,450
ROW bneen Acquired	37	1701 S BECKLEY RD	SANABEL INVESTMENT LP	G H STAR MART BLK A LT 1 & ABST 619 P240 TR 1.4 ACS 1.537	550	10000	1600	4000	500	800		n/c	\$ 17,450
signed	38	1308 E BEAR CREEK RD	THE STRIP SKATE PARK INC	BEAR CREEK PLAZA REPLAT BLK B LOT 1A ACS 3.6365 LESS ROW		4500	1600	4000	500	800		n/c	\$ 11,400
signed	39	1709 S BECKLEY RD	MARGAUX BEAR CREEK PARTNERS, LTD	BEAR CREEK PLAZA REPLAT BLK B LT2A1 ACS 11.964		4500	1600	4000	500	800		n/c	\$ 11,400
Signed	39-1	1210 E Bear Creek	BEAR CREEK AUTO CENTER			7500	1600	4000	500	800		n/c	\$ 16,400
signed	53	1703 DYNASTY DR	SMS PROPERTIES LLC	DYNASTY BLK 1 LOT 1		4500	1600	4000	500	800		n/c	\$ 11,400
signed	54	1470 BEAR CREEK RD	ELALI HANI	W A TRAVIS ABST 1470 P395 TR 5.1 ACS 1.6662		4500	1600	4000	500	800		n/c	\$ 11,400
Signed	55	916 E BEAR CREEK RD	LEMONS SANDRA G	JOHN F PORTER ABST 1118 P335 TR 25 ACS 3.8015		4500	1600	4000	500	800		n/c	\$ 11,400
signed_Email	63	600 E BEAR CREEK RD	SHRIDHARANI SURESH	JOHN F PORTER ABST 1118 P335 ACS 19.6426		6000	1600	4000	500	800		n/c	\$ 14,900
Signed with Condition	64	604 E BEAR CREEK RD	REALTLY INCOME PPTIES 30 LLC ATTN PM DEPT 4642	NARMOUR BLK 1 LOT 1 ACS 1.3142		4500	1600	4000	500	800		n/c	\$ 11,400
Signed	65-1	610 E BEAR CREEK RD	NARMOUR ROY	JOHN F PORTER ABST 1118 P335 TR 7 ACS 0.723		4500	1600	4000	500	800		n/c	\$ 11,400
signed	65	610 E BEAR CREEK RD	COOL DAYS INC	COOL DAYS BLK A LT 1 LESS ROW ACS 1.668		4500	1600	4000	500	800		n/c	\$ 11,400
Signed	66	504 E BEAR CREEK RD	NARMOUR ROY	JOHN F PORTER ABST 1118 P335 TR 19 ACS 1.00		4500	1600	4000	500	800		n/c	\$ 11,400

STATESIDE RIGHT OF WAY SERVICES

EAST BEAR CREEK ROAD

2/15/2024

CITY OF GLENN HEIGHTS
Limits: IS 35 to South Hampton
ROW acquisition Services

STATESIDE RIGHT OF WAY SERVICES													
signed	69	600 E BEAR CREEK RD	TEXAS UTILITIES ELEC CO	JOHN F PORTER ABST 1118 P335 4.43 ACS		4500	1600	4000	500	800		n/c	\$ 11,400
signed	70	402 E BEAR CREEK RD	Sylvia Craddock	JOHN F PORTER ABST 1118 P335 TR 2 ACS 0.6379		4500	1600	4000	500	800		n/c	\$ 11,400
City Propoerty	71	400 E BEAR CREEK RD	GLENN HEIGHTS CITY OF	JOHN F PORTER ABST 1118 P335 TR 1 ACS 43.9594		4500	1600	4000	500	800		n/c	\$ 11,400
signed	72	300 E BEAR CREEK RD	GAYTAN CARLOS	M L SWING ABST 1455 P205 TR 1		4500	1600	4000	500	800		n/c	\$ 11,400
signed	73	312 E BEAR CREEK RD	GAYTAN CARLOS	M L SWING ABST 1455 P205 TR 16 ACS 0.256		5500	1600	4000	500	800		n/c	\$ 12,400
signed	74	306 BEAR CREEK RD	MCDOWELL LEVI GAGE	M L SWING ABST 1455 P205 TR 15 87X115.4X88.54X115.17		5500	1600	4000	500	800		n/c	\$ 12,400
signed	75	300 BEAR CREEK RD	SIERRA CARLOS & MARIA	M L SWING ABST 1455 P205 TR 14		5500	1600	4000	500	800		n/c	\$ 12,400
signed	76	1705 GLENN LN	CARRIZALES FRANCISCO ET AL	GLENN COVE ESTATES LT 14		6000	1600	4000	500	800		n/c	\$ 14,900
	77	216 E BEAR CREEK RD	MUNOZ ANTONIO & LOURDES QUINONEZ	MUNOZ BLK A LT 1 ACS 1.4023	550	4500	1600	4000	500	800		n/c	\$ 11,950
	78	212 E BEAR CREEK RD	VIDALES CLAUDIA	M L SWING ABST 1455 P205 TR 3	550	4500	1600	4000	500	800		n/c	\$ 11,950
signed	79	128 E BEAR CREEK RD	MARTINEZ ARMANDO L & PAULA F	M L SWING ABST 1455 P205 TR 4 ACS .50		5500	1600	4000	500	800		n/c	\$ 12,400
yes	80	124 E BEAR CREEK RD	VALADEZ ARTURO & OFELIA	M L SWING ABST 1455 P205 TR 10 ACS 1.4942	550	5500	1600	4000	500	800		n/c	\$ 12,950
yes	81	120 E BEAR CREEK RD	VALADEZ ARTURO & OFELIA	M L SWING ABST 1455 P205 TR 5 ACS 1.3176	550	4500	1600	4000	500	800		n/c	\$ 11,950
signed	82	116 E BEAR CREEK RD	TORRES BRITHANYGRISSELL	M L SWING ABST 1455 P205 TR 9 ACS 1.87		4500	1600	4000	500	800		n/c	\$ 11,400
Signed	12-1	305 E BEAR CREEK RD	LEWIS BILLIE CHARLENE	JOHN LEWIS ABST 774 P901 TR 43.3 ACS 0.4041		4500	1600	4000	500	800		n/c	\$ 11,400
Signed	12-2	305 E BEAR CREEK RD	LEWIS BILLIE CHARLENE	JOHN LEWIS ABST 774 P901 TR 43.4 ACS 0.3318		4500	1600	4000	500	800		n/c	\$ 11,400

EXHIBIT “B”

Agreement with Stateside ROW Acquisition Services, LLC

[to be attached]

STATE OF TEXAS §
§
COUNTY OF DALLAS § **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement for Professional Services (“Agreement”) is made by and between the City of Glenn Heights, Texas (“City”), a Texas home rule municipality and Stateside Right of Way Services, LLC (“Consultant”), a Texas limited liability company (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, City desires to engage the services of Consultant as an independent contractor, and not as an employee, to provide the services described in Exhibit “A” (the “Scope of Services”) to assist City in the acquisition of various property interests relating to the Bear Creek Road Expansion Project (the “Project”), as currently identified on Exhibit “B,” on the terms and conditions set forth in this Agreement; and

WHEREAS, Consultant desires to render services for City on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I
Term

1.1 This Agreement shall commence on the date it has been signed by authorized representatives of all of the Parties (“Effective Date”) and continue until completion of the services, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination, Consultant shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs, appraisals, or other items prepared by Consultant or by third parties at the request of Consultant in connection with this Agreement. Consultant shall be entitled to compensation for any services completed to the reasonable satisfaction of City in accordance with this Agreement prior to such termination.

Article II
Scope of Service

2.1 Consultant shall perform the services in connection with the Project as set forth in the Scope of Services attached hereto and incorporated herein by this reference as Exhibit “A.” Consultant shall perform the right-of-way acquisition services (i) with the professional skill and care ordinarily provided by competent, as the case may be, practicing in the same or similar locality

and under the same or similar circumstances and professional license, if applicable; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent right-of-way acquisition professional, as the case may be.

2.2 City shall, prior to commencement of services, provide Consultant with the information described in the Scope of Services, if any.

2.3 The Parties acknowledge and agree that any and all opinions provided by Consultant in connection with the Scope of Services represent the professional judgment of Consultant, in accordance with the standard of care applicable by law to the services performed hereunder.

2.4 All materials and reports prepared by Consultant in connection with this Agreement are “works for hire” and shall be the property of City. City shall have the right to publish, disclose, distribute and otherwise use such materials and reports at its discretion subject to applicable laws and regulations. Consultant shall upon completion of the services, or earlier termination, provide City with reproductions of all materials, reports, and exhibits prepared by Consultant pursuant to this Agreement, and in electronic format if requested by City.

Article III Schedule of Work

Consultant agrees to complete the required services in accordance with the Project Schedule outlined in the Scope of Services.

Article IV Compensation and Method of Payment

4.1 Consultant will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services. Unless otherwise provided herein, payment to Consultant shall be monthly based on Consultant’s monthly progress report and detailed monthly itemized statement for services that shows the names of Consultant’s employees, agents, contractors performing the services, the time worked, the actual services performed, the rates charged for such service, reimbursable expenses, the total amount of fee earned to date, and the amount due and payable as of the current statement, in a form reasonably acceptable to City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. City shall pay such monthly statements not later than thirty (30) days after receipt and City verification of the provision of the services and expenses incurred unless otherwise provided herein.

4.2 Unless otherwise provided in the Scope of Services, Consultant shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

4.3 The hourly rates set forth in the Scope of Services, if any, shall remain in effect during the term of this Agreement. Any changes to established hourly rates shall require the prior written consent of City.

Article V

Devotion of Time; Personnel; and Equipment

5.1 Consultant shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should City require additional services not included under this Agreement, Consultant shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement and shall be compensated for such additional services on a time and materials basis, in accordance with Consultant's standard hourly rate schedule, or as otherwise agreed between the Parties.

5.2 To the extent reasonably necessary for Consultant to perform the services under this Agreement, Consultant shall be authorized to engage the services of any agents, assistants, persons, or corporations that Consultant may deem proper to aid or assist in the performance of the services under this Agreement. Consultant shall provide written notice to and obtain written approval from City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Consultant hereunder and shall not otherwise be reimbursed by City unless otherwise provided herein.

5.3 Consultant shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

5.4 Consultant shall submit monthly progress reports and attend progress meetings as may be requested by City from time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

Article VI

Miscellaneous

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. Consultant may not assign this Agreement without the prior written consent of City. In the event of an assignment by Consultant to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. The Parties acknowledge and agree that Consultant, in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with Consultant's actions. All services to be performed by Consultant pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Consultant shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

6.8 Right-of-Access. Consultant shall not enter onto private property without lawful right-of-access to perform the required surveys, or other necessary investigations. Consultant will take reasonable precautions to minimize damage to the private and public property in the performance of such surveys and investigations. Any right-of-access to public or private property shall be obtained in accordance with the Scope of Services.

6.9 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery or on the day actually received if sent by courier or otherwise hand delivered:

If intended for City, to:

City of Glenn Heights, Texas
Attn: Clifford Blackwell
City Manager
1938 S. Hampton Road
Glenn Heights, Texas 75154

Telephone: 972.223.1690

Email:

Clifford.blackwell@glennheightstx.gov

With a copy to:

David Berman
City Attorney
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
500 North Akard Street, Suite 1800
Dallas, Texas 75201

Telephone: 214-965-9900

Email: dberman@njdhs.com

If intended for Consultant:

Diane B. Valek, President
Stateside Right of Way Services, LLC
3010 LBJ Freeway, Suite 1490
Dallas, Texas 75234
Telephone: 817-369-3191
Email: dianev@statesiderow.com

6.10 Insurance.

- (a) Consultant shall, during the term hereof, maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage, including the property of the City, its officers, contractors, agents and employees (collectively referred to as the “City”) insuring against all claims, demands or actions relating to the work and services provided by the Consultant pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage This policy shall be primary to any policy or policies carried by or available to the City and shall include products/completed operations coverage with a minimum aggregate limit of \$1,000,000.00 and Person and Advertising injury coverage with a minimum occurrence limit of \$1,000,000.00; (ii) policy of automobile liability insurance covering any vehicles owned, non-owned and hired and/or operated by Consultant, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit for bodily injury and property damage; (iii) statutory Worker’s Compensation Insurance at the statutory limits and Employers Liability covering all of Consultant’s employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and (iv) Professional Liability with policy limit of not less

than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate, covering negligent acts, errors and omissions by Consultant, its contractors, sub-contractors, consultants and employees in the performance of services pursuant to this Agreement.

- (b) All insurance shall be endorsed to provide the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; (2) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to the City that indicates the insurance company will provide to the City at least a thirty (30) day prior written notice for cancellation, non-renewal, and/or material changes of the policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the Consultant shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City.
- (d) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to the City prior to commencement of services. On every date of renewal of the required insurance policies, the Consultant shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Consultant shall, within ten (10) business days after written request, provide the City with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the City is a condition precedent to the payment of any amounts due to Consultant by the City. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

6.11 Debarment and Suspension.

- (a) In accordance with 2 CFR section 180.300, the principal of this Agreement as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.
- (b) If, during the term of this Agreement, Consultant becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, Consultant shall immediately inform City of Glenn Heights.
- (c) For agreements that are financed by Federal or State grants, Consultant agrees that this section will be enforced on each of its subcontractors and will inform City of any violations of this section by subcontractors to the Agreement.
- (d) The certification in this section is a material representation of fact relied upon by City in entering into this Agreement.

6.12 Indemnification. CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH CONSULTANT EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE § 130.002 (B).

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE CONSULTANT'S LIABILITY.

CONSULTANT'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONSULTANT UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.13 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist

of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.14 Recitals. The recitals set forth above are agreed to be true and correct and are incorporated herein by reference and made a part hereof for all purposes.

6.15 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.16 Prohibition of Boycott of Israel. Contractor verifies that it does not boycott Israel and agrees that during the term of this Agreement it will not boycott Israel as that term is defined in Texas Government Code section 808.001, as amended.

6.17 Prohibition of Boycott of Energy Companies. Contractor verifies that it does not Boycott energy companies and agrees that during the term of this Agreement it will not boycott energy companies as these terms are defined in Texas Government Code Section 809.001, as amended. This section does not apply if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Contractor has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement

6.18 Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations. Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. This section only applies if: (i) Contractor has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

(Signature Page to Follow)

SIGNED AND AGREED this _____ day of _____, 2024.

CITY OF GLENN HEIGHTS, TEXAS

By: _____
Clifford Blackwell, City Manager

Approved as to Form:

By: _____
David Berman, City Attorney

SIGNED AND AGREED this _____ day of _____, 2024.

STATESIDE RIGHT OF WAY SERVICES, LLC

By: _____
Diane Valek, President

SIGNED AND AGREED this _____ day of _____, 2024.

CITY OF GLENN HEIGHTS, TEXAS

By: _____
Clifford Blackwell, City Manager

Approved as to Form:

By: _____
David Berman, City Attorney

SIGNED AND AGREED this 28th day of February, 2024.

STATESIDE RIGHT OF WAY SERVICES, LLC

By: 
Diane Valek, President

EXHIBIT “A”
SCOPE OF SERVICES
[TO BE ATTACHED]



DBE/WBE/HUB

Stateside

Right of Way Services

3010 LBJ Freeway, Suite 1490
Dallas, Texas 75234
817.369.3191

February 14, 2024

City of Glenn Heights, Texas
Parviz Pourazizian, PE, CFM
City Engineer/Director of Development
1938 South Hampton Road
Glenn Heights, Texas 75154

Re: **Bear Creek Right of Way Acquisition:** Proposal for Right of Entries, Project Management, Acquisition, Relocation, Title Curative and Closings in Glenn Heights, Texas

FIRM OVERVIEW



Stateside Right of Way Services, L.L.C. (Stateside) is a certified Historically Underutilized Business (HUB) by the State of Texas and a certified Disadvantaged and Woman owned Business Enterprise (DBE/WBE) by the North Central Texas Regional Certification Agency. **Stateside** was established in 2009 in Dallas, Texas, and only works right of way projects in the State of Texas.

Stateside agents have managed and worked many high profile City, County, TxDOT and LPA transportation and capital improvement projects primarily in the Dallas, Tarrant, Williamson, Travis and Bell Counties and the Houston areas. Stateside currently has over thirty-five (35) full time right of way employees in offices located in Dallas, Arlington, Temple, Tyler and Houston, Texas.

The Stateside project managers, title, acquisition, and relocation, agents have many years of successful experience in the Texas right of way industry. The Stateside project managers, acquisition agents, relocation agents, title examiners and eminent domain specialists have successfully completed small projects and multi-million and billion dollar projects. On all of these right of way projects Stateside worked with clients, property owners, tenants, city, county and state officials, surveyors, appraisers, construction crews and other stake holders.

Stateside is very proud of our low condemnation rate.

RIGHT OF WAY TEAM ASSIGNED FOR THIS PROJECT

Oscar Rodriquez, R/W-NAC – Senior Right of Way Agent



Mr. Rodriquez is a licensed real estate agent and notary public. His area of expertise is in municipal and TxDOT project acquisitions. Within the last year, Mr. Rodriquez has successfully acquired over 150 for Stateside clients such as TxDOT, the cities of Richardson, Temple, Fort Worth, Kyle and Carrollton. Mr. Rodriquez has an incredible ability to engage difficult property owners and maintain positive negotiations throughout the process. Mr. Rodriquez has been with Stateside over eight years and will serve as a senior acquisition agent for Glenn Heights.

Toby Winn – Senior Right of Way Agent



Mr. Winn has over fifteen years as a right of way agent, is a licensed real estate agent and notary public. Mr. Winn's area of expertise is in fee simple and easement acquisition. Mr. Winn has previously worked with Atmos, City of Waco and TxDOT/AGL. Mr. Winn was able to successfully negotiate and complete all of his projects on schedule due to his innovative approach to negotiating with property owners. Mr. Winn believes in providing the owners with the knowledge needed to make an informed decision, because an informed property owner has the tools necessary to make a positive decision that will benefit not only themselves, but the local entity. Mr. Winn will serve as a senior acquisition agent for Glenn Heights.

Stephanie Hawkins, SR/WA - Senior Title Agent



Mrs. Hawkins is known in the right of way industry for her title expertise, right of way knowledge and her diligence and ability to keep projects on schedule and on track. Mrs. Hawkins continues to be requested to work on projects by the TxDOT Project Managers who have been pleased with her responsiveness and knowledge of title commitments, title support documents and closings. Mrs. Hawkins is diligent in her persistence to close difficult parcels. Mrs. Hawkins' knowledge of title allows constructive communications with the title companies keeping the parcels on schedule.

Her ability to speak the title company's language has delivered many projects to the clients way before the scheduled due date.

Heather Bagley, SR/WA - Title and Closing Manager



Ms. Bagley has over twenty years of title and closing experience and is a licensed real estate agent. Ms. Bagley has extensive experience researching and curing title in all parts of Texas. Ms. Bagley thoroughly understands all aspects of title, the fine print in supporting documents and all the necessary actions required to clear title to sovereignty which makes her an unparalleled asset when it comes to closing difficult parcels. Ms. Bagley has been with Stateside for over thirteen years and will serve as a senior title agent for the Glenn Heights projects.

Yoana Quintero, R/W-RAC – Project Manager and Relocation Specialist



Ms. Quintero is a licensed real estate agent and notary public. Her areas of expertise are project management and relocation. Ms. Quintero has completed several sensitive projects for the City of Temple and TxDOT within the last few years. Her knowledge of Senate Bill 18 and the Federal Regulations make her an asset to Stateside's clients. Ms. Quintero has been with Stateside over three years and will serve as the project manager and relocation agent for the Glenn Heights projects.

RIGHT OF WAY SCOPE OF SERVICES

I. Right of Entries:

Complete right-of-entry agreements for surveys for the project for the lots that the City has not been able to receive. (up to 22 Parcels per City's record.)

- Identify the subject property, verified by the County or its representatives.
- Secure the vesting deed.
 - ✓ Send an Introductory Packet Letter/s will include authorization for access (Right of Entry ""ROE"")) for project personnel and, agents and other consultants of the City of Glenn Heights.
 - ✓ Request for Contact Information. (Name, Phone, Email, and address)
- If the landowner does not contact the Agent within two days of receiving the Introductory Packet, the ROW consultant will research additional contact information.
- If needed, the ROW consultant will meet with the owner(s) at the property to discuss the proposed project.
- All information is entered into the database, logged onto the tracker, and placed in an electronic and paper file for each parcel.

II. Title:

At the initiation of the project, Stateside will request title commitments from Community National Title (CNAT) for the 55 parcels. There is a \$500 title commitment fee that is due at this time. CNAT will provide copies of all supporting documents listed on schedules A, B and C. The Stateside agent will review the title commitments and prepare a title curative report.

At closings, CNAT charges a \$600 closing fee. For the deed and all releases, there are recording fees that are \$26 for the first page and \$4 for each page after. There are tax certificates at \$68, attorney documents at \$100 each, Guarantee fee of \$2 and overnight fees of \$32.97. The average closing costs are approximately \$800 a parcel.

III. **Acquisition / Negotiation / Research:** The entire process should follow the TxDOT ROW manual (Manual, 2023-1 July 12, 2023)

A. Communication:

- Per the provided map, the ROW consultant will research the properties on CAD and confirm ownership with the vesting deed.
- Provide monthly project expense summaries, including authorized amounts, amounts paid, and budget forecasting.
- Participate in Project review meetings as required by the client.
- Prepare the initial property owners contact list.
- Perform those duties required with the coordination of the appraisal and review appraisals to conform and obtain final approval from the City.
- Respond to property owner inquiries verbally or in writing within two business days.
- Provide a copy of the signed contract for the subject property exclusively to the property owner or authorized representative and The City of Glenn Heights.
- Advise property owners on the Administrative Settlement Process and transmit any written counteroffer from property owners, including supporting documents, to The City of Glenn Heights.

B. Negotiation / Analysis:

- **Initial Offer Packet:** Upon written approval by the City of Glenn Heights (City), the ROW Consultant Agent (Agent) will notify the property owners in writing of the City's interest in acquiring their property and the approved offer amount for that interest. This packet will be sent by certified mail, return receipt will be requested to the owner's current address as listed on the Dallas County Appraisal District website. All individuals who may be affected by this project will be allowed to meet and discuss the procedures to which they may be interested or by which they may be affected. Arrangements will be made, as required, to present information to persons who are unable to read or write English or otherwise need additional assistance.
- **Counteroffer:** During negotiations, if a property owner provides appraisal information or a counteroffer, either written or verbal, which the landowner believes is relevant to the acquisition, the Agent may forward the information to the appraisal firm for analysis. The Agent will discuss a recommendation for review with the City. The Agent will respond appropriately to the property owner based upon the City's decision.
- **Final Offer Letter:** If negotiations reach an impasse, the Agent will prepare a Final Offer Letter restating the terms of the offer and submit to the City for approval. Upon written approval by the City, the Agent will send the Final Offer Letter to the property owner via certified mail, return receipt requested.
- Review preliminary title commitment or preliminary title search.
- Analyze preliminary title reports to determine potential problems and propose methods to cure title deficiencies.
- Review all appraisal reports for each parcel to determine the consistency of values and support documentation related to the conclusion reached.
- Meet in person and negotiate in "Good Faith" with the landowner to work out and obtain an agreement and compensation that benefits the owner and the City.
- Present the written offer in person where practical, and deliver appraisal report.

- Prepare a negotiator contact report for each parcel per contact.
- When the prescribed date for an administrative offer passes without a response from the landowner, the consultant will prepare a condemnation file according to the 'City's direction and in conjunction with the City Attorney's request.
- Perform those duties required to secure agreements to allow the project to proceed.
- Perform those duties required to acquire temporary construction licenses from the landowner when required.

C. File management:

- Set up Files: The ROW consultant will set up and maintain paper files as well as electronic files on each property (may be referred to as parcel). Files will include copies of correspondence, completed notices and forms, title commitment, appraisal report, copies of informational documents such as Dallas County Appraisal District printout, Secretary of State printout, and title research backup. All information will remain confidential and must be requested through City of Glenn Heights. Furnish individual parcel files to City in PDF format and hard file.
- Prepare, post and maintain a digital database (Spreadsheet) acquisition tracking file, to show the progress and status of each parcel.
- Maintain status reports of all parcels and project activities and report to the client (City of Glenn Heights.)

D. Closing Services:

- Coordinate with The City of Glenn Heights and Title Company if applicable to obtain an updated title commitment, other forms, and a certified copy of the instrument of conveyance when requesting the parcel payment from The City of Glenn Heights.
- Attend closing and provide closing services if applicable in conjunction with Title Company.
- Record all original instruments after closing at the respective County Clerk's Office, except for donations, which will be forwarded to The City of Glenn Heights for acceptance prior to recording.
- Coordinate with the Title Company to secure all documents to transfer a clear title to the City.
- Prepare TREC promulgated Unimproved Property Contract if required by the Title Company.
- Furnish recording information and copies of recorded documents to City.
- Assist the property owner and title company in curing the title in order to complete the transaction.
- Prepare memorandums of title as required by TxDOT.
- Maintain a copy of the condemned parcel. In the event of a judgment/award, the consultant shall coordinate with City's right-of-way coordinator to obtain copies of all executed post-hearing documents for the condemned parcel. (Award, Final Judgment, Deposit Letter)
- If both parties agree upon a settlement before condemnation, the consultant shall coordinate with the City's Attorney to complete all necessary procedures to close the file.
- Provide all electronic closing files to the City. Hard copies can be provided upon the 'City's request.

E. Condemnation Support Services: **Additional Services - Not listed on fee matrix**
Hourly Fee of \$140 hr. not to exceed \$1,000 per parcel.

Provide condemnation support services. (All necessary forms and steps per TxDOT requirement that are not reflected here are included in this.) The City of Glenn Heights

- Upon expiration of the 30-day and 14-day periods for the property' owner Appraiser to use TXDOT's approval appraisal format reports. See TxDOT's appraisal report requirements under

ROW consultant shall deliver to CLIENT and/or CLIENT's attorney to prepare petitions and file suit:

- Copy of the Initial Offer Letter and exhibits
- Copy of the Final Offer Letter and exhibits
- Appraisal & Review Appraisal, including applicable TxDOT appraisal forms.
- Proposed Conveyance Document
- Negotiators Log & Copies of written communications between ROW consultant and property owner.
- Title Policy
- TxDOT Form ROW-LPA-IIIPR – Title III Parcel Review Checklist for LPA's.
- Field Notes and Plat of the taking area.

** Once the right-of-way agent has reported to the City that negotiations have failed to produce acquisition of the required property interests for a particular parcel, City's legal counselor will obtain the right-of-way agent's file for that particular parcel (which will include right-of-way agent's negotiation notes, initial offer letter package and green card information, final offer letter package and green card information, appraisal report, title commitment, any correspondence with the property owner, and all information relating to relocation benefits provided to lessees/tenants if applicable).

F. Disposal of Property (if applicable)

- Take photos of any improvements in the right-of-way acquisition area to be removed by the landowner and provide photos after the improvements have been removed.

G. Relocation: All necessary Tasks, files, and steps shall follow the TXDOT Relocation Assistance Manual.

- Acquisitions that may require the displacement of residential or business occupants will have a relocation analysis prepared before initiating negotiations.
- The Agent will inspect the proposed acquisition site to determine if any relocation assistance may be required. If relocation assistance is required, at the appropriate time the Agent will contact each potential displacee to conduct a personal interview to include length of residency, how the length of residency was determined (i.e. lease agreement, utility bills), number of persons occupying the dwelling and the condition of the property.
- The Agent will begin to identify any unique relocation assistance problems requiring special consideration and update the City on possible problems and proposed solutions for displacees. For residential displacees, the Agent will determine if an adequate supply of comparable replacement dwellings will exist at the time displacement occurs. For non-residential displacees, the Agent will determine if suitable replacement sites exist and begin assessing problems that may be encountered in relocating to a replacement site.
- The Agent will physically inspect the real property to determine if buildings or structures are occupied vacant, or if personal property is located on the real property.
- The displacees will be informed, in writing, of the Relocation Assistance Program.
- The Agent will prepare and submit a relocation supplement packet to the City for approval.
- The Agent will prepare a Notice of Relocation Eligibility for each displacee indicating the following:
 - o The date initiation of negotiations occurred.
 - o That they may be eligible to receive relocation benefits.
 - o That residential displacees will not be required to vacate until at least one (1) decent, safe and sanitary comparable replacement dwelling is made available.
 - o Business displacees must provide reasonable advance notice of their move date, moving options and access for reasonable and timely inspections to monitor the move to the new location.
 - o That the occupant will receive written notice to vacate no less than ninety (90) days before

displacement is required. When the ninety (90) day notice is given at the beginning of negotiations and a specific date is not included, a subsequent thirty (30) day written notice will be given with a specific date. If the occupant moves and vacates the property at least thirty (30) days in advance of the time the City will need the property, no thirty (30) day notice is required.

- o The name and telephone number of the Agent assigned to them.
 - Every effort will be made to personally deliver the Notice of Eligibility to each eligible displacee within ten (10) working days of the initiation of negotiations. If personal delivery cannot be made, the Notice of Eligibility will be sent by certified mail, return receipt requested or by a courier service that confirms receipt of delivery. When the notice is mailed, the Agent will attempt to contact the displacee as soon as feasible personally. A log will be maintained of all contacts with the displacee indicating the date of the contact and a brief summary of the discussion.
- IV. Appraisal up to 55 Parcels
- Appraiser will use TXDOT's approval appraisal format reports. See TXDOT's appraisal report requirements under ROW appraisal and review the manual . (Use Form A-10) (Certified Appraiser by TxDOT.)
- V. Appraisal Review for up to 55 parcels :
- The Appraiser will use TXDOT's approval appraisal format reports. See TXDOT's appraisal report requirements under ROW appraisal and review manual. (Use Form A-10) (Certified Appraiser by TxDOT.)

INVOICING AND MILESTONE PAYMENTS

Invoice: Stateside accounting requires invoicing on a month end basis. Payment is expected within 30 days of the date of the invoice.

Milestone Payments - The fees will be submitted on a milestone basis:

- **Right of Entries**
 - Request to Landowner 50%
 - Completed/Received from Landowner 50%
- **Title Company**
 - Title Commitment \$500
 - Closing fees – after title policy 100%
- **Acquisition**
 - Set up 20% per parcel
 - Offer Packet 50%
 - Final Offer/Closing 20%
 - File Close Out/Submit for ED 10%
- **Residential**
 - Set up 20% per relocation
 - Interview 20% per relocation
 - Submit Replacement Payment Packet to City of Glenn Heights 40%
 - Move Out and Inspection 20%

- **Appraisals and Appraisal Reviews**
 - Completion 100%
- **Condemnation Hours**
 - Hourly at \$140 hr.
 - Not to exceed \$1,000 per parcel

Thank you for this opportunity and we look forward to working with you and your team.

Sincerely,

STATESIDE RIGHT OF WAY SERVICES, L.L.C.



Diane Valek, President

Accepted:

City of Glenn Heights, Texas

SIGNATURE

PRINTED NAME, TITLE

DATE

EXHIBIT “B”
LIST OF PROPERTIES FOR PROJECT
[TO BE ATTACHED]

4865-5193-8217, v. 1

STATESIDE RIGHT OF WAY SERVICES

EAST BEAR CREEK ROAD

2/15/2024

CITY OF GLENN HEIGHTS
Limits: IS 35 to South Hampton
ROW acquisition Services

STATESIDE RIGHT OF WAY SERVICES													
ROE Response	Temp. ID	PROPERTY ADDRESS:	PROPERTY OWNER	LEGAL DESCRIPTION:	Right of Entry	Total Appraisal Fee	Total appraisal Review fee	Acquisition Services			Relocati	Disposal of Property	Total Cost
									title Commitment	Approx Title costs	Residenti al		
yes	5	121 E BEAR CREEK RD	BENDER GROUP LLC	JOHN LEWIS ABST 774 P901 TR 21 ACS 0.531	550	4500	1600	4000	500	800		n/c	\$ 11,950
signed	6	129 E BEAR CREEK RD	BENDER GROUP LLC	JOHN LEWIS ABST 774 P901 TR 51 ACS 1.428		4500	1600	4000	500	800		n/c	\$ 11,400
Confirmed by email	7	139 E BEAR CREEK RD	BROWN HARLEN	JOHN LEWIS ABST 774 P901 TR 50 ACS 4.060		4500	1600	4000	500	800		n/c	\$ 11,400
Signed	8	151 E BEAR CREEK RD	HANSEN EDNA	JOHN LEWIS ABST 774 P901 TR 49 ACS 4.060		4500	1600	4000	500	800		n/c	\$ 11,400
Signed	9	205 E BEAR CREEK RD	GUERRA RODOLFO	JOHN LEWIS ABST 774 P901 TR 55		4500	1600	4000	500	800		n/c	\$ 11,400
yes	10	133 E BEAR CREEK RD	TATE LEON PAYTON	JOHN LEWIS ABST 774 P901 TR 10.4 ACS 0.912 CALC	550	4500	1600	4000	500	800		n/c	\$ 11,950
yes	11	223 E BEAR CREEK RD	TATE LEON PAYTON	JOHN LEWIS ABST 774 P901 TR 11 ACS 0.51	550	4500	1600	4000	500	800		n/c	\$ 11,950
Signed	12	305 E BEAR CREEK RD	LEWIS G E	JOHN LEWIS ABST 774 P901 TR 43 ACS 0.5592		7000	1600	4000	500	800	2000	n/c	\$ 15,900
Signed	14	311 E BEAR CREEK RD	LEWIS JOHN P & JANICE LYNN	JOHN LEWIS ABST 774 P901 TR 43.1 ACS 0.77		4500	1600	4000	500	800		n/c	\$ 11,400
signed	15	331 E BEAR CREEK RD	GONZALES EVANGELINA	JOHN LEWIS ABST 774 P901 TR 44		4500	1600	4000	500	800		n/c	\$ 11,400
signed	18	501 E BEAR CREEK RD	TEXAS UTILITIES ELEC CO	JOHN LEWIS ABST 774 P901 TR 801.1 ACS 0.5757 DP&L ROW ORD#156		4500	1600	4000	500	800		n/c	\$ 11,400
signed	19	501 E BEAR CREEK RD	TEXAS UTILITIES ELEC CO	JOHN LEWIS ABST 774 P901 TR 800 ACS 9.025 DP&L ROW ORD #156		4500	1600	4000	500	800		n/c	\$ 11,400
signed	20	503 E BEAR CREEK RD	TEXAS UTILITIES ELEC CO	JOHN LEWIS ABST 774 P475 DP&L ROW TR 800.1 ACS 0.956 ORD #156		4500	1600	4000	500	800		n/c	\$ 11,400
Signed_Email	21	511 E BEAR CREEK RD	GLENN HEIGHTS COMMUNITY LLC	JOHN LEWIS ABST 774 PG 475 TR 13 ACS 56.477		4500	1600	4000	500	800		n/c	\$ 11,400
signed_Email	22	499 E BEAR CREEK RD	GLENN HEIGHTS COMMUNITY LLC	JOHN LEWIS ABST 774 P475 TR 13.1 ACS 5.174		4500	1600	4000	500	800		n/c	\$ 11,400
Abandoned Home	23	735 E BEAR CREEK RD	TERRY BARBARA H	JOHN LEWIS ABST 774 P475 TR 40	550	4500	1600	4000	500	800		n/c	\$ 11,950
Signed	24	821 E BEAR CREEK RD	ARIZPE SABRINO L JR & CARTWRIGHT KENDRA D	JAMES PORTER ABST 1129 P390 TR 14.1 ACS 0.7805		5500	1600	4000	500	800		n/c	\$ 12,400
yes	25	825 E BEAR CREEK RD	KIMSEY DEVELOPMENT INC	JAMES PORTER ABST 1129 P390 TR 14 ACS 3.1728	550	4500	1600	4000	500	800		n/c	\$ 11,950
SIGNED	26	826 BREANNA WAY	UGUES AVELINA & JESUS	BEAVER CREEK ESTATES PH 2 BLK D LT 7		4500	1600	4000	500	800		n/c	\$ 11,400

STATESIDE RIGHT OF WAY SERVICES

EAST BEAR CREEK ROAD

2/15/2024

CITY OF GLENN HEIGHTS
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STATESIDE RIGHT OF WAY SERVICES													
Signed	27	915 E BEAR CREEK RD	TREVINO RICHARD & MARILYN TREVINO	MEADOW CREEK ESTATES TR B.1 ACS 11.041		4500	1600	4000	500	800		n/c	\$ 13,400
Signed	28	999 E BEAR CREEK RD, SUITE A	DILLMON INVESTMENTS LLC	MEADOW CREEK ESTATES TRACT A ACS 23.651		4500	1600	4000	500	800		n/c	\$ 11,400
Signed	29	1215 E BEAR CREEK RD	HACHIE PROPERTIES LLC	JAMES PORTER ABST 1129 P390 TR 13 ACS 6.388		6000	1600	4000	500	800		n/c	\$ 14,900
signed	30	13 BROOKSIDE DR	HATCHER LOUIS G JR	WILLOW RUN LOT 13 BLK C 2.77 ACS		4500	1600	4000	500	800		n/c	\$ 11,400
signed	31	12 BROOKSIDE DR	HATCHER LOUIS G JR	WILLOW RUN LOT 12 BLK C 2.9 ACS		4500	1600	4000	500	800		n/c	\$ 11,400
signed	32	1303 E BEAR CREEK RD	HATCHER LOUIS JR & NORMA/ HANNESCHLAGER PAULA & ROBERT	WILLOW RUN BLK C LTS 7-11 LESS ROW ACS 15.4380		4500	1600	4000	500	800		n/c	\$ 11,400
ROW bneen Acquired	33	1324 BROOKSIDE DR	SANABEL INVESTMENT LP	WILLOW RUN BLK C PT LT 6 ACS 3.036 LT 6 LESS ROW	550	4500	1600	4000	500	800		n/c	\$ 11,950
ROW bneen Acquired	34	1601 S IH 35	SANABEL INVESTMENT LP	WILLOW RUN BLK 6 LTS 1-3 & PT 4-5 ACS 4.5796	550	6000	1600	4000	500	800		n/c	\$ 13,450
ROW bneen Acquired	37	1701 S BECKLEY RD	SANABEL INVESTMENT LP	G H STAR MART BLK A LT 1 & ABST 619 P240 TR 1.4 ACS 1.537	550	10000	1600	4000	500	800		n/c	\$ 17,450
signed	38	1308 E BEAR CREEK RD	THE STRIP SKATE PARK INC	BEAR CREEK PLAZA REPLAT BLK B LOT 1A ACS 3.6365 LESS ROW		4500	1600	4000	500	800		n/c	\$ 11,400
signed	39	1709 S BECKLEY RD	MARGAUX BEAR CREEK PARTNERS, LTD	BEAR CREEK PLAZA REPLAT BLK B LT2A1 ACS 11.964		4500	1600	4000	500	800		n/c	\$ 11,400
Signed	39-1	1210 E Bear Creek	BEAR CREEK AUTO CENTER			7500	1600	4000	500	800		n/c	\$ 16,400
signed	53	1703 DYNASTY DR	SMS PROPERTIES LLC	DYNASTY BLK 1 LOT 1		4500	1600	4000	500	800		n/c	\$ 11,400
signed	54	1470 BEAR CREEK RD	ELALI HANI	W A TRAVIS ABST 1470 P395 TR 5.1 ACS 1.6662		4500	1600	4000	500	800		n/c	\$ 11,400
Signed	55	916 E BEAR CREEK RD	LEMONS SANDRA G	JOHN F PORTER ABST 1118 P335 TR 25 ACS 3.8015		4500	1600	4000	500	800		n/c	\$ 11,400
signed_Email	63	600 E BEAR CREEK RD	SHRIDHARANI SURESH	JOHN F PORTER ABST 1118 P335 ACS 19.6426		6000	1600	4000	500	800		n/c	\$ 14,900
Signed with Condition	64	604 E BEAR CREEK RD	REALTLY INCOME PPTIES 30 LLC ATTN PM DEPT 4642	NARMOUR BLK 1 LOT 1 ACS 1.3142		4500	1600	4000	500	800		n/c	\$ 11,400
Signed	65-1	610 E BEAR CREEK RD	NARMOUR ROY	JOHN F PORTER ABST 1118 P335 TR 7 ACS 0.723		4500	1600	4000	500	800		n/c	\$ 11,400
signed	65	610 E BEAR CREEK RD	COOL DAYS INC	COOL DAYS BLK A LT 1 LESS ROW ACS 1.668		4500	1600	4000	500	800		n/c	\$ 11,400
Signed	66	504 E BEAR CREEK RD	NARMOUR ROY	JOHN F PORTER ABST 1118 P335 TR 19 ACS 1.00		4500	1600	4000	500	800		n/c	\$ 11,400

STATESIDE RIGHT OF WAY SERVICES

EAST BEAR CREEK ROAD

2/15/2024

CITY OF GLENN HEIGHTS
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STATESIDE RIGHT OF WAY SERVICES													
signed	69	600 E BEAR CREEK RD	TEXAS UTILITIES ELEC CO	JOHN F PORTER ABST 1118 P335 4.43 ACS		4500	1600	4000	500	800		n/c	\$ 11,400
signed	70	402 E BEAR CREEK RD	Sylvia Craddock	JOHN F PORTER ABST 1118 P335 TR 2 ACS 0.6379		4500	1600	4000	500	800		n/c	\$ 11,400
City Propoerty	71	400 E BEAR CREEK RD	GLENN HEIGHTS CITY OF	JOHN F PORTER ABST 1118 P335 TR 1 ACS 43.9594		4500	1600	4000	500	800		n/c	\$ 11,400
signed	72	300 E BEAR CREEK RD	GAYTAN CARLOS	M L SWING ABST 1455 P205 TR 1		4500	1600	4000	500	800		n/c	\$ 11,400
signed	73	312 E BEAR CREEK RD	GAYTAN CARLOS	M L SWING ABST 1455 P205 TR 16 ACS 0.256		5500	1600	4000	500	800		n/c	\$ 12,400
signed	74	306 BEAR CREEK RD	MCDOWELL LEVI GAGE	M L SWING ABST 1455 P205 TR 15 87X115.4X88.54X115.17		5500	1600	4000	500	800		n/c	\$ 12,400
signed	75	300 BEAR CREEK RD	SIERRA CARLOS & MARIA	M L SWING ABST 1455 P205 TR 14		5500	1600	4000	500	800		n/c	\$ 12,400
signed	76	1705 GLENN LN	CARRIZALES FRANCISCO ET AL	GLENN COVE ESTATES LT 14		6000	1600	4000	500	800		n/c	\$ 14,900
	77	216 E BEAR CREEK RD	MUNOZ ANTONIO & LOURDES QUINONEZ	MUNOZ BLK A LT 1 ACS 1.4023	550	4500	1600	4000	500	800		n/c	\$ 11,950
	78	212 E BEAR CREEK RD	VIDALES CLAUDIA	M L SWING ABST 1455 P205 TR 3	550	4500	1600	4000	500	800		n/c	\$ 11,950
signed	79	128 E BEAR CREEK RD	MARTINEZ ARMANDO L & PAULA F	M L SWING ABST 1455 P205 TR 4 ACS .50		5500	1600	4000	500	800		n/c	\$ 12,400
yes	80	124 E BEAR CREEK RD	VALADEZ ARTURO & OFELIA	M L SWING ABST 1455 P205 TR 10 ACS 1.4942	550	5500	1600	4000	500	800		n/c	\$ 12,950
yes	81	120 E BEAR CREEK RD	VALADEZ ARTURO & OFELIA	M L SWING ABST 1455 P205 TR 5 ACS 1.3176	550	4500	1600	4000	500	800		n/c	\$ 11,950
signed	82	116 E BEAR CREEK RD	TORRES BRITHANYGRISSELL	M L SWING ABST 1455 P205 TR 9 ACS 1.87		4500	1600	4000	500	800		n/c	\$ 11,400
Signed	12-1	305 E BEAR CREEK RD	LEWIS BILLIE CHARLENE	JOHN LEWIS ABST 774 P901 TR 43.3 ACS 0.4041		4500	1600	4000	500	800		n/c	\$ 11,400
Signed	12-2	305 E BEAR CREEK RD	LEWIS BILLIE CHARLENE	JOHN LEWIS ABST 774 P901 TR 43.4 ACS 0.3318		4500	1600	4000	500	800		n/c	\$ 11,400

[illegible]

[illegible]